DOUGLAS COUNTY

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

January 22, 2016

NOTICE TO BIDDERS:

REQUEST FOR BID ON
OPW 52921-SP: Hillsdale Drainage Swale Improvements

Bid Opening Date: Wednesday, February 10, 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:

1. This OPW was incorrectly numbered OPW 52492-SP. The correct OPW number is OPW 52921-SP.

2. A **corrected** copy of the Project Manual and Plans is attached. Please replace the original manual with the attached manual (260 pages).

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 22, 2016**

DATE OF ADVERTISEMENT **January 20, 2016**

DATE OF BID OPENING **February 10, 2016**

PROJECT NO.

OPW 52921-SP

Hillsdale Drainage Swale Improvements

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

1. **A CORRECTED copy of the Project Manual and Plans is attached. Please replace the original manual with the attached manual.**

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

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

PROJECT MANUAL

for the construction of

OPW 52921 SP

PROFESSIONAL CIVIL ENGINEER
KYLE G. GRAHAM
E-14215
1/4/16
STATE OF NEBRASKA

Hillsdale Drainage Swale Improvements near 150th Avenue & Hillsdale Avenue

Bids received until 11:00 o'clock A.M., February 10, 2016
Contract Award: February 15, 2016 Resolution No. _____
Contractor: _____

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00 41 13 Bid Form
Exhibit ñAò Small and Emerging Small Business Disclosure Form
Exhibit ñBò Certificate of Compliance Form
Exhibit ñCò Responsible Contractor Compliance Form
00 43 13 Bid Bond
00 51 00 Notice of Award
00 52 13 Agreement
Attachment A-1: Equipment Assessment Certification
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DIVISION 01 – GENERAL REQUIREMENTS

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SUPPLEMENTAL TECHNICAL SPECIFICATIONS DIVISION 02 – SITE WORK

DIVISION 00 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

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SECTION 00 11 13 - INVITATION TO BID

RECEIPT OF BIDS

Sealed bids for the construction of the **City of Omaha OPW 52921 SP Hillsdale Drainage Swale Improvements** will be received for the City of Omaha by the City Clerk.

Bids will be received at the office of the City Clerk, LC-1, Omaha / Douglas Civic Center, 1819 Farnam Street, Omaha, Nebraska 68183, until 11:00 A.M. local time, Wednesday, February 3, 2016 and shortly thereafter the bids will be opened publicly and read out loud.

GENERAL DESCRIPTION OF WORK

TYPE OF BID

Bid shall be on a firm unit price basis for earthwork, gabion baskets, fleximat, soil preparation, plantings, and erosion control, as identified in the Bid Form.

DOCUMENT EXAMINATION AND PROCUREMENTS

The Bidding Documents may be examined at the following location:

Public Works Department
Omaha/Douglas Civic Center, 6th Floor
1819 Farnam Street
Omaha, Nebraska 68183

The bidding documents may be obtained by download on the Douglas County/City of Omaha Purchasing Department website: http://www.douglascountypurchasing.org/ at a cost of $20. A compact disk containing the bidding documents may be obtained from the issuing office at a cost of $50.

The compact disc and Douglas County/City of Omaha Purchasing Department website download both include PDF files of Drawings, PDF files of the Specifications and a PDF copy of the reference documents defined in the Supplementary Conditions, if any.

BID SECURITY

Each Bid shall be accompanied by bid security as described in Section 00 21 13 - Instruction to Bidders.

CONTRACT SECURITY

The successful BIDDER will be required to furnish Performance and Payment Bonds as described in Section 00 72 13 - General Conditions.

PREBID CONFERENCE

A prebid conference will be held as described in Section 00 21 13 ï Instructions to Bidders.

CONTRACT TIME

The Contract Time is defined in Section 00 72 13 - General Conditions, and specified in Section 00 52 13 - Agreement.

QUALIFICATION OF BIDDERS

Requirements concerning the qualifications of BIDDERS are described in Section 00 21 13 - Instructions to Bidders.

OWNER'S RIGHT TO REJECT BIDS

City of Omaha reserves the right to waive irregularities and to reject any or all bids.

FUNDING

OTHER REQUIREMENTS

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

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EJCDC® C-200 (Rev. 1), Suggested Instructions to Bidders for Construction Contracts.
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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in Section 00 72 13 - General Conditions and Section 00 73 00 - Supplementary Conditions, if any. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Bidder* - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.

B. *Issuing Office* - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. Successful Bidder - The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office on compact disc or by download from the link provided in the invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The complete set of Bidding Documents includes the following electronic files:

Title	Electronic Filename
Project Manual for the Construction of OPW 52921 SP ï Hillsdale Drainage Swale Improvements, Drawings, January 20, 2016	OPW52921 SP ï Hillsdale Drainage Swale Improvements Drawings 20160120.pdf

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 Bidders shall be qualified to perform the Work contained in the Contract. To demonstrate Bidderôs qualifications to perform the Work, after submitting its Bid and within 10 days of Ownerôs request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidderôs authority to do business in the State of Nebraska or covenant to obtain such qualification prior to award of the Contract.

B. Past experience on similar projects including, but not limited to, quality of work and materials, timeliness, and fair treatment of subcontractors.

C. Number and quality of equipment available for use during the Work.

D. List of key personnel, including any related experience, and proposed role on project.

E. Current contractual obligations, excluding the proposed Work.

F. Declaration of any fines, penalties, or other defaults occurring in the past five (5) years.

G. Financial responsibility consisting of a confidential statement or report of Bidderôs financial resources and liabilities as of the previous calendar or fiscal year and shall indicate if the current financial responsibility is approximately the same as stated or reported. A public accountant shall certify all statements or reports. If Bidderôs financial responsibility has changed, Bidder shall qualify the statements or reports to reflect the true financial condition at the time of submitting such qualified statement or report.

3.02 Contractor shall perform a minimum of 30 percent of the work without subcontracting. Purchasing of materials shall not qualify as self-performing the Work.

3.03 Bidders must complete and include with the Bid a Certificate of Compliance Form which is included as Exhibit ñBò of the Bid Form.

3.04 A Bidderôs failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information that will prejudice the right of Owner to seek additional pertinent information regarding BIDDERôs qualifications.

3.06 BIDDER is advised to carefully review those portions of the Bid Form requiring BIDDERôs representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, temporary and permanent easements, and other lands furnished by Owner for the use of the CONTRACTOR. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions, if any, identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities and Utilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any BIDDER on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions, if any. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If there are no Supplementary Conditions or they do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities and Utilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities and Utilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities and Utilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities and Utilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Ownerôs authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of Section 00 73 00 - Supplementary Conditions, if any, for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents (including "Technical Data" referred to in Paragraph 4.02. above);

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance or furnishing of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidderôs safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and,

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents. When conflicts, errors, ambiguities or discrepancies have not been resolved, Bidder shall include in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost. Such greater cost shall be included in the Bid.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid conference will be held at 10:00 a.m. on the 27th day of January 2016 at the intersection of 150th Avenue and Hillsdale Avenue. Representatives of Owner and Engineer will be present to discuss the Project. Bidders may be required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven (7) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Address questions to:

Firm Name: Olsson Associates
St. Address: 2111 S 67th Street, Suite 200
City, State ZIP: Omaha, NE 68106
Attn: Kyle Graham
Email Address: kgraham@olssonassociates.com
Phone Number: (402) 938-2412

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidderôs maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, an official bank check, cashierôs check drawn on a national bank or a bank chartered under the laws of the State of Nebraska, payable to the City or a duly executed Bid bond (on the form included in the Bidding Documents) issued by a duly licensed corporate surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security and certificates of insurance within 14 calendar days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Ownerôs exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of calendar days within which, or the dates by which, [Milestones are to be achieved and] the Work is to be completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or ñor-equalò items. In cases in which the Contract allows the CONTRACTOR to request that Engineer authorize the use of a substitute or ñor-equalò item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract. **The procedure for submission of any such application by CONTRACTOR and consideration by Engineer is set forth in Articles 7.04 and 7.05 of the General Conditions and may be supplemented in the General Requirements.**

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the CONTRACTOR will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of ñor-equalò or substitution requests are made at Bidderôs sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 The apparent Successful Bidder, and any other Bidder so requested, shall within seven calendar days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for those portions of the Work for which such identification is required.

12.03 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due

investigation prior to the Effective Date of the Contract, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner shall consider the Bid non-compliant and therefore reject the Bid.

12.04 If apparent Successful Bidder is rejected in accordance with Paragraph 12.04, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Rejection of Bid in accordance with Paragraph 12.04 may constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the Effective Date of the Agreement will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words ñNo Bidò or ñNot Applicable.ò

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address for receiving notices of the partnership shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidderôs name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The address for receiving notices of the joint venture shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidderôs authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidderôs state contractor license number, if any, shall also be shown on the Bid Form.

13.11 Bidders must complete and include with the Bid a Responsible Contractor Compliance Form (RC-1) which is included as Exhibit ñCò of the Bid Form. Additional copies may be obtained from the Issuing Office.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The ñBid Priceò (sometimes referred to as the extended price) for each unit price Bid item will be the product of the ñEstimated Quantityò (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding ñBid Unit Priceò offered by the Bidder. The total of all unit price Bid items will be the sum of these ñBid Pricesò; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for CONTRACTOR's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 The Bidder will provide one unbound printed copy of the Bid Form, which is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the invitation to bid and shall be enclosed in an opaque sealed envelope with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation ñBID ENCLOSED.ò A mailed Bid shall be addressed to:

Office of the City Clerk
Omaha/Douglas Civic Center
1819 Farnam Street, Suite LC-1
Omaha, NE 68183

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 Bidder acknowledges that the entirety of the Bidding Documents is incorporated into the Bid, even though such Bidding Documents are not physically included with the Bid returned by Bidder to Owner.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in Section 00 11 13 -Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. Owner reserves the right to not open or read a Bid submitted without a Bid surety.

17.02 After the bid reading, the Engineer shall compare proposals based on the corrected total bid amounts. Comparison results consisting of the total bid amounts will become public two (2) working days after the bid date. Detailed results consisting of the corrected bid tabulations will become public one (1) working day after the recommendation for award has been approved by the Public Works Director. The City reserves the right to reject any or all proposals and to waive any informalities, irregularities, minor defects, or technical errors as may be deemed best for the interests of the City.

17.03 All bid documents submitted to the City may be subject to a public records request. If a bidder wishes to assert that certain bid documents are exempted from disclosure as public records, the bidder shall separately enclose and mark such documents as confidential, and provide a statement citing the factual and statutory basis for nondisclosure. In the event of a public records request for such bid documents labeled confidential, the City will advise the bidder as to its determination of disclosure or nondisclosure.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance until successful Bidder has been awarded the Contract, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to such award.

18.02 Not used.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsive. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work. Discrepancies between

words and figures will be resolved in favor of the words. Bidders have the right to appeal any rejection decision to Owner.

19.02 Any or all bids will be rejected if Owner has reason to believe that collusion exists among the Bidders.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Upon request, the Bidder shall furnish to Owner proof of qualifications that includes the following:

A. Reasonable inquiry and evaluation as stated in Paragraph 19.01, which may include, but is not limited to, the following information, and shall be submitted within [ ] calendar days of receipt of request from Owner:

1. quality of work and materials, timeliness and fair treatment of subcontractors;

2. number and quality of equipment available for use during the Work;

3. list of key personnel, including any related experience, available for use;

4. declaration of any fines, penalties or other defaults occurring within the past five (5) years; and

5. financial responsibility consisting of a confidential statement or report of Bidderôs financial resources and liabilities as of the previous calendar or fiscal year and shall indicate if the current financial responsibility is approximately the same as stated or reported. A public accountant shall certify all statements or reports. If Bidderôs financial responsibility has changed, the Bidder shall qualify the statements or reports to reflect the true financial condition at the time of submitting such qualified statement or report.

B. Failure to comply will result in disqualification of the Bidderôs proposal. Owner will keep all of the above requested information confidential.

19.06 If the Contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

19.07 If the Contract is to be awarded, Owner shall give successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening. No other act of Owner or others will constitute acceptance of a Bid.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, if any, sets forth Ownerôs requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by required bonds and insurance documentation.

20.02 The surety on the contract shall be a duly authorized surety company, licensed to do business in the State of Nebraska, satisfactory to the Owner. No surety company will be acceptable as bondsman that has no permanent agent or representative in the City of Omaha, Nebraska, Douglas County or Sarpy County upon whom notices may be served; service of said notice on said agent or representative shall be equal to service of notice on the president or such other officer of the surety company as may be concerned.

20.03 Should the surety company acting as bondsman remove its permanent agent or representative from the City of Omaha, Douglas County or Sarpy County, the contractor shall then furnish the City of Omaha with a new surety bond conforming to the above described requirements.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall either be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement, or Successful Bidder will be notified regarding how to obtain said counterparts. Within 14 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within fourteen (14) calendar days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder. Owner reserves the right to cancel any Notice of Award, without any liabilities against Owner, before all parties execute the Agreement.

21.02 Owner may annul the Notice of Award of contract if:

A. Successful Bidder fails to execute the Agreement and/or submit the required bonds and insurance within 14 days from the date of Notice of Award; or

B. Successful Bidder fails to demonstrate compliance with Article 20 within 14 days from the receipt of such request.

21.03 Annulment of the Notice of Award will result in forfeiture of Bid security to Owner not as a penalty but in liquidation of damages sustained not susceptible to easy or exact ascertainment. Owner reserves the right to proceed with the execution of the Contract with Successful Bidder upon receipt of all the required documents.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner may be exempt from payment of sales and compensating use taxes of the State of Nebraska and of cities and counties thereof on all materials to be incorporated into the Work.

A. The City of Omaha will furnish the successful Bidder with the PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE, combined SF 13 and 17 revised 4/19/13, for all material items required in the construction of this Project, which the State of Nebraska considers to be exempt from the State Sales Tax.

B. Said taxes shall not be included in the Contract Price. Refer to Paragraph 7.09 of the General Conditions and as modified by the Supplementary Conditions, if any, for additional information.

ARTICLE 23 – OMAHA HUMAN RIGHTS AND RELATIONS DEPARTMENT CONTRACT COMPLIANCE FORM

23.01 Successful Bidder shall file the Contractor Compliance Report, Form CC-1 with the City of Omaha Human Rights and Relations Department prior to award of the Contract. The form can be

obtained from the Human Rights and Relations Department, phone 402-444-5055 or from the Human Rights and Relations Department web site. The link is: http://www.cityofomaha.org/humanrights/contract-compliance.

ARTICLE 24 – UTILIZATION OF SMALL AND EMERGING SMALL BUSINESSES

24.01 Refer to instructions in the Attachment following this Section regarding the City of Omaha Small and Emerging Small Business Program. Bidders must complete and include with the Bid the Participation Disclosure Form which is included as Exhibit ñAò of the Bid Form.

ARTICLE 25 – NONDISCRIMINATION IN EMPLOYMENT

25.01 By the submission of its Bid, each Bidder acknowledges that they understand and agree to be bound by the nondiscrimination requirements of EPA regulations (40 CFR Part 7, encompassing Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Section 13 of the Federal Water Pollution Control Act of 1972, and the Age Discrimination Act of 1975), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each Bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor.

25.02 In implementation of the foregoing policies, each Bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract, and that it must require contractually the same effort of all subcontractors whose subcontracts exceed $10,000. Bidders understand and agree that ñaffirmative actionò as used herein shall constitute employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

ARTICLE 26 – EMPLOYMENT UNDER PUBLIC CONTRACTS, LB 403, APPROVED BY THE GOVERNOR APRIL 8, 2009

26.01 Successful Bidder is required and hereby agrees to use a federal immigration verifications system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If Successful Bidder is an individual or sole proprietorship, the following applies:

A. Successful Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administration Services website;

B. If Successful Bidder indicated on such attestation form that he or she is a qualified alien, Successful Bidder agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Successful Bidderôs lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and,

C. Successful Bidder understands and agrees that lawful presence in the United States is required and Successful Bidder may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

ARTICLE 27 – EMPLOYEE CLASSIFICATION ACT PROVISION

27.01 Successful Bidder and Subcontractors who perform construction or delivery services pursuant to this Contract shall submit to Owner an affidavit, included as Attachment A-2 to the Agreement, attesting that (1) each individual performing services for such Successful Bidder is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 (ñActò), (2) such Successful Bidder has completed Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such Successful Bidder has complied with Nebraska Rev. Stat. Section 4-114 (Federal Immigration Verification System), (4) such Successful Bidder has no reasonable basis to believe that any individual performing services for such Successful Bidder is an undocumented worker, and (5) as of the time of the Contract, such Successful Bidder is not barred from contracting with the State or any political subdivision pursuant to the Act. Successful Bidder shall follow the provisions of the Act. A violation of the Act by Successful Bidder is grounds for rescission of the Contract by Owner. A copy of the form Affidavit for Employee Classification Act is attached to Section 00 52 13 - Agreement.

END OF SECTION

ATTACHMENTS TO THIS SECTION

CITY OF OMAHA SMALL & EMERGING SMALL BUSINESS PROGRAM PARTICIPATION UTILIZATION FORM

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City Of Omaha Small & Emerging Small Business Program

Participation Utilization Form

NOTE: It is the policy of the City of Omaha that Small and Emerging Small Businesses shall have the maximum practicable opportunity to participate in City of Omaha projects. Consequently, the requirements of the Small and Emerging Small Business Program ordinance apply to this solicitation. For questions on certification, including a listing of the SEB Program Participants, please see the City of Omaha Human Rights & Relations website at: http://www.cityofomaha.org/humanrights/contract-compliance or contact via phone: 402-444-5055.

With regard to this solicitation, the City has determined that a sufficient number of SEB Program Participants exist within the following Certified Group(s):

[X] Tier I Emerging Small Business

[X] Tier I Small Business

[X] Tier II Emerging Small Business

[X] Tier II Small Business

To fulfill [ ] the entire scope of this contract/agreement.

[X] a portion of this contract/agreement as defined below:

Identified Scope	**Comments/ Notes**

PLEASE NOTE: In order to be considered for this solicitation, potentially eligible participants MUST be certified in the above-referenced category PRIOR TO the bid opening date of this solicitation.

The City of Omaha has given preference to the above-referenced category of participants in the preparation of these contract documents according to the provisions of OMC 10-200.3(d). Failure to utilize a certified participant for the above-designated portion of this contract/agreement shall be deemed non-responsive and rejected. **Bidders must complete the Participation Disclosure form and submit it with their bid/agreement documentation in order to be considered.**

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SECTION 00 41 13 – BID FORM

PROJECT IDENTIFICATION: City of Omaha ï OPW 52921 SP,
Hillsdale Drainage Swale Improvements

Bid Submission by: _____

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EJCDC® C-410, Bid Form for Construction Contracts.
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Omaha, Nebraska
Omaha/Douglas Civic Center
1819 Farnam Street, Omaha, Nebraska, 68131

herein after referred to as Owner.

1.02 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 Bidding Documents for the prices and within the Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Section 00 11 13 -Invitation to Bid and Section 00 21 13 - 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 14 days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addenda No.	Addenda Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures, and Underground Facilities and Utilities at or adjacent to the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports

and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings.

E. Bidder accepts the determination set forth in Paragraphs SC-5.03 and 5.06 of the Supplementary Conditions, if any, of the extent of the "Technical Data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Paragraphs 5.03 and 5.06 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 and Utilities at or adjacent to the Site.

H. Bidder has obtained and carefully studied (or assumes responsibility for having done so) the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; all reasonable additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidderôs safety precautions and programs.

I. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

J. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

K. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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 Section 00 21 13 - 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.

M. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

N. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. ñcorrupt practiceò 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. ñfraudulent practiceò 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. ñcollusive practiceò means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. ñcoercive practiceò means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

E. Bidder has completed and attached the following:

1. Exhibit ñAò ï Small & Emerging Small Business Program Participation Disclosure Form.

2. Exhibit ñBò ï Required Bidderôs Qualification Statement in the form of executed ñCertificate of Complianceò Form.

3. Exhibit ñCò ï Responsible Contractor Compliance Form (RC-1).

~~4. A copy of the City of Omaha General Contractor License Class (License to be provided by Bidder).~~

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Total Base Bid Price(Schedule of Prices ñP-2ò pages total)	$

5.02 The Schedule Of Prices on the following pages itemizes the unit quantities. Unit prices and extensions shall be completed by Bidder:

BID SCHEDULE

HILLSDALE DRAINAGE SWALE IMPROVEMENTS

Item No.	Standard Bid Item	Description	Estimated Quantity	Unit	Unit Price ($)	Total Price ($)
1	9000.001	Construction Staking	1	LS		
2	8000.001	Mobilization/Demobilization, Bonds, Permits, And Insurance	1	LS		
3	9000.002	Temporary Erosion Control	1	LS		
4	9000.003	Remove Gabions	1	LS		
5	9000.004	Remove Riprap	4	TN		
6	9000.005	Grading	670	SY		
7	9000.006	Excavation	52	CY		
8	9000.007	Earth Fill	77	CY		
9	9000.008	Limestone Slab Transition Structure	1	LS		
10	9000.009	Low-Flow Channel ï Coir Logs	900	LF		
11	9000.010	Construct Gabion Weir Structure	12	TN		
12	9000.011	Construct Fleximat Apron	336	SF		
13	9000.012	Construct Rock Sill	50	TN		
14	9000.013	Soil Preparation	670	SY		

Item No.	Standard Bid Item	Description	Estimated Quantity	Unit	Unit Price ($)	Total Price ($)
15	9000.014	Compost	165	CY		
16	9000.015	Seeding	0.60	AC		
17	9000.016	Live Plugs (Prairie Cordgrass)	450	EA		
18	9000.017	Erosion Control Matting	3,000	SY		

5.03 The undersigned understands that the ñQuantityò called for in the ñSchedule Of Pricesò is subject to increase or decrease, and hereby proposes to perform all quantity of Work, as increased or decreased, in accordance with the plans and the provisions of the specifications at the unit price.

5.04 Unit Prices have been computed in accordance with Paragraph 13.03B. of the General Conditions.

5.05 Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 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.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of _____.

B. A tabulation of sub-contractors, suppliers, or other individuals or entities for the following portions of the Work as listed below, required by the Supplementary Conditions, if any, or who have a portion of the Work in excess of 10 percent of the total amount of Bid.

C. Exhibit ñAò - Small & Emerging Small Business Program Participation Disclosure Form.

D. Exhibit ñBò - Certificate of Compliance Form.

E. Exhibit ñCò - Responsible Contractor Compliance Form (RC-1).

ARTICLE 8 – ADDRESS FOR COMMUNICATIONS

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

A. _____

_____

_____

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in Sections 00 21 13 - Instructions To Bidders, 00 72 13 - General Conditions, and 00 73 00 - Supplementary Conditions, if any.

ARTICLE 10 – BID SUBMITTAL

10.01 This Bid is submitted on the ___ of _____, 2016 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

ATTACHMENTS TO THIS SECTION

1. Exhibit ñAò ï City of Omaha Small & Emerging Small Business Program Participation Disclosure Form

2. Exhibit ñBò ï Certificate of Compliance Form

3. Exhibit ñCò ï Responsible Contractor Compliance Form

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EXHIBIT "A"- 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
CERTIFICATION:		**TOTAL:**		

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 Omahaôs Contract Compliance Ordinance or otherwise.

Signed this _____ day of _____ in the year _____

Signature: _____ Title: _____ Printed Name: _____

Firm or Corporate Name: _____

Address: _____ Telephone No.: _____

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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:

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EXHIBIT "C"

Responsible Contractor Compliance Form
RC-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 onbehalf 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 Nebraskaôs Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).

☐ Contractor agrees that Contractor will not knowingly violate Nebraskaôs 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 ñseriousò 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.

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SECTION 00 43 13 - BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:
City of Omaha
1819 Farnam Street, Suite 600
Omaha, Nebraska 68183

BID
Bid Due Date: February 10, 2016
Description *(Project Name— Include Location)*:
OPW: 52921 SP Hillsdale Drainage Swale Improvements, Omaha, NE

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidderôs Name and Corporate Seal	Suretyôs Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidderôs and Suretyôs liability. Recovery of such penal sum under the terms of this Bond shall be Ownerôs sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidderôs Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Suretyôs written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term ñBidò as used herein includes a Bid, offer, or proposal as applicable.

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SECTION 00 51 00 - NOTICE OF AWARD

Date of Issuance:

Owner: CITY OF OMAHA Owner's Contract No.: OPW 52921 SP

Project: Hillsdale Drainage Swale Improvements

Bidder:

Bidderôs Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

TO BIDDER:

You are notified that OWNER has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $_____*[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 14 days of the date of this Notice of Award:

1. Deliver to OWNER [____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in Section 00 21 13 - Instructions to Bidders and 00 73 13 - General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
   [the following is for CSO projects only]
   a. {Review Article 2.05 of Section 00 73 00 ï Supplementary Conditions for required permit documents.}

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 14 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: CITY OF OMAHA

Authorized Signature

By: _____

Title: _____

Copy: Engineer/CM

EJCDC® C-510 (Rev. 1), Notice of Award.
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SECTION 00 52 13-AGREEMENT

EJCDC® C-520 (Rev. 1), Agreement Between OWNER and CONTRACTOR for Construction Contract (Stipulated Price).
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THIS AGREEMENT is by and between the City of Omaha, herein after called Owner, and _____, hereinafter called Contractor. Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for the project identified herein.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Omaha OPW 52921 SP Hillsdale Drainage Swale Improvements

ARTICLE 3 – ENGINEER

The part of the Project that pertains to the Work has been designed by ____Olsson Associates_____.

3.01 The Owner has retained _____Olsson Associates_____ (ñEngineerò) to act as Ownerôs representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. A Notice to Proceed is expected to be delivered by March 2, 2016.

B. The Work will be substantially completed on or before October 15, 2016, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 1, 2016.

4.03 *Liquidated Damages*

~~A.~~ Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. ~~Accordingly, instead of~~

~~requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):~~

~~1. Substantial Completion: Contractor shall pay Owner $_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for Substantial Completion until the Work is substantially complete.~~

~~2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $_____ for each day that expires after such time until the Work is completed and ready for final payment.~~

~~3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.~~

~~4. Milestones: Contractor shall pay Owner $_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

5. Owner shall have the right to deduct liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractorôs failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractorôs failure to attain Milestone 1 according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Milestone 1 (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

C. After Contractor achieves {Milestone 1 or} Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as indicated in SECTION 00 41 13-BID FORM:

Total of all Extended Prices for Unit Price Work carried forward from 00 41 13-BID FORM (subject to final adjustment based on actual quantities)	$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractorôs Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. [90] percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed.

b. [90] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage) that is delivered, suitably stored and accompanied by

documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Contract Price less 125 percent of the remaining work on the contract as estimated by Engineer and less such amounts as Engineer shall determine, or Owner may withhold in accordance with Paragraph 15.01.G of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. No payment by Owner shall constitute any waiver of rights by Owner.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 9), and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings.

1. Contractor accepts the determination set forth in the General Conditions and Supplementary Conditions, if any, of the extent of the Technical Data contained in such reports and drawings upon which Contractor is entitled to rely as provided in Article 5 of the General Conditions.

2. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractorôs purposes.

3. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or adjacent to the Site.

E. Contractor has considered the information known to Contractor itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related

reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractorôs safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer through issued addendum or addenda which is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by Engineer, because of insufficient time or otherwise, Contractor 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; and said greater cost is included in the Contract Price.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractorôs entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

K. Contractor does hereby state, warrant and covenant that it has not retained or employed any company or person, other than bona fide employees working for said Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this statement, warrant and covenant, Owner shall have the right to annul this Contract without liability.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (00 52 13, pages 1 to 12, inclusive).
2. Performance bond (00 61 13, pages 1 to 3, inclusive).
3. Payment bond (00 61 14, pages 1 to 3, inclusive).
4. Other bonds. N/A
   a. ___ (pages ___ to ___, inclusive).
5. General Conditions (00 72 13, pages 1 to 95, inclusive).
6. Supplementary Conditions (pages 1 to 8, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Hillsdale Drainage Swale Improvements.
9. Addenda (numbers ___ to ___, inclusive). N/A
10. Attachments to this agreement (00 41 13, pages 1 to 3, inclusive, and Attachments A-1, B-1, C-1).
11. Documentation submitted by Contractor prior to Notice of Award.
12. Exhibits to this Agreement (enumerated as follows):
    a. Contractorôs Bid (00 41 13, pages 1 to 3, inclusive).
13. 2014 City of Omaha Standard Specifications for Public Works Construction (not attached but incorporated by reference).
14. 2014 City of Omaha Standard Plates (not attached but incorporated by reference).
15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions, if any.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. Assignment of Owner-Purchased Material and Equipment Contracts.

1. Owner has entered into, or will enter into, Contract for the furnishing of Goods and Special Services for {enter Procurement Contract name(s)}, and reserves the right to assign said Contract to Contractor. Contractor hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are contained in Attachment A-3 to this AGREEMENT.

2. The Contract will be executed in the name of Buyer initially, and will be assigned to Contractor by Buyer. Contractor's responsibilities will include those of the Buyer and installation of the Goods. As of the date of acceptance of assignment by the Contractor, all references in the assigned Contract Documents to Buyer shall mean the Contractor.

3. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under that Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the Contractor.

4. After assignment, all performance, warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. ñcorrupt practiceò means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. ñfraudulent practiceò means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. ñcollusive practiceò means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. ñcoercive practiceò 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.

10.06 *Access to Work*

A. Owner, its officers, employees, agents and representatives, at all times shall have access to the Work whenever it is in preparation or progress, and Contractor shall provide proper facilities for such access and inspection by them.

10.07 *Indemnification*

A. Contractor shall indemnify and save harmless Owner, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against Owner, its officers, employees, agents and representatives for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of said Contractor or its servants, agents, representatives, and Subcontractors, in doing the work herein contracted for, or by or in consequence of any negligence in guarding the same or any improper material used in its construction, or by or on account of any act or omission of said Contractor or its servants, agents, representatives, and Subcontractors, and also from all claims of damage for infringement of any patent in fulfilling this Contract.

10.08 *Unemployment Compensation Fund Payment*

A. Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Owner a written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payment due of contributions and interest which may have arisen under this Contract have been paid by Contractor, or its Subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final three percent (3%) of the total amount of the Contract shall be withheld until this provision has been complied with as required by Section 48-657 R.R.S. 1943, as amended.

B. Contractor shall submit, when requested, evidence satisfactory to Owner that all payrolls, material bills, and other indebtedness pertaining to the aforesaid work have been paid.

10.09 *Discrimination*

A. Contractor shall not, in the performance of this Contract, discriminate or permit discrimination against any person because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability in violation of Federal or State Statutes or Local Ordinances, and further Contractor shall comply with Article V of Chapter 10 of the Omaha Municipal Code pertaining to Civil Rights and Human Relations.

10.10 *Employment Under Public Contracts, LB 403, Approved by the Governor April 8, 2009*

A. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If Contractor is an individual or sole proprietorship, the following applies:

1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administration Services website at www.das.state.ne.us;

2. If Contractor indicates on such attestation form that it is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and,

3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

10.11 *Payment of Workman's Compensation*

A. Contractor shall procure a policy, or policies, or insurance which shall guarantee payment of compensation according to the Workmenôs Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy, or policies, in full force and effect throughout the terms of this Contract. In addition, all other insurance in any way required of Contractor shall be procured by Contractor and kept in force by Contractor throughout the term of this Contract. Certificate or certificates of insurance, or copies of policies, if required by any Department of the City of Omaha, shall be filed by Contractor with the Public Works Department of the City of Omaha.

10.12 *Financial Interest in City Contracts*

A. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. A violation of that section with the knowledge of Contractor, in addition to constituting employee malfeasance, shall be cause for Owner to unilaterally terminate or void this Agreement.

10.13 *Payment of Employee and Mechanics Claims*

A. Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of the Contract.

10.14 *Employee Classification Act Provision*

A. Contractor and each Subcontractor who performs construction or delivery services pursuant to this Contract shall submit to Owner an affidavit attesting that (1) each individual performing services for such Contractor is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 (ñActò), (2) such Contractor has completed Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such Contractor has complied with Nebraska Rev. Stat. Section 4-114 (Federal Immigration Verification System), (4) such Contractor has no reasonable basis to believe that any individual performing services for such Contractor is an undocumented worker, and (5) as of the time of the contract, such Contractor is not barred from contracting with the State or any political subdivision pursuant to the Act. Contractor shall follow the provisions of the Act. A violation of the Act by Contractor is grounds for rescission of the Contract by Owner. A copy of the form Affidavit For Employee Classification Act is provided in Attachment A-2.

10.15 *Contract Amendments*

A. The parties hereto acknowledge that, as of the date of the execution of this Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which taken alone increases the original bid price as awarded (a) by ten percent, if the original bid price is one hundred fifty thousand dollars ($150,000) or more, or (b) by seventy-five thousand dollars ($75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 2016 (which is the Effective Date of the Contract).

OWNER:

_____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

NOTE: If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.

CONTRACTOR:

_____

By: _____

Title: _____

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

NOTE: If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

END OF SECTION

ATTACHMENTS TO THIS SECTION

1. Attachment A-1 ï Equipment Assessment Certification
2. Attachment A-2 ï Affidavit for Employee Classification Act
3. Attachment A-3 ï Assignment of Contract, Consent to Assignment, and Acceptance of Assignment
4. Attachment A-4 ï Agreement to Assignment by Sellerôs Surety

TO THE CITY OF OMAHA:

ATTACHMENT A-1
EQUIPMENT ASSESSMENT CERTIFICATION

Undersigned hereby certifies that all equipment to be used by undersigned in the performance of the contract pertaining to the project for:

and pursuant to Contract between undersigned and the City of Omaha has been assessed for taxation for the current year, except as to equipment acquired since the assessment date. Said equipment has been assessed in _____County _____State.

The Certificate above is submitted pursuant to the requirements of Section 77-1323, Reissue Revised Statues of Nebraska, 1943, as amended.

The Contractor further certifies that all non-salvaged material removed from the project will be disposed of at the following approved and permitted location(s):

_____

_____

The City must be informed of any additions or changes in such location(s).

_____ A(n) _____

Contractor's Name *(Specify: Corporation, Partnership, or Individual)*

By:_____

(Title, specify: President, Partner, or Owner)

Attest:_____

Secretary (if corporation)

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

_____ and _____

being first duly sworn on oath depose and say that they are President and Secretary, respectively, of

_____

a _____; that they have read the foregoing Certificate, know its contents, and the same are true.

SUBSCRIBED and sworn to before me this _____ day _____ A.D. 2016.

My Commission Expires

_____ _____

Notary Public

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ATTACHMENT A-2
AFFIDAVIT FOR EMPLOYEE CLASSIFICATION ACT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

I, _____, being first duly sworn under oath, state and depose as follows:

1. I am competent to testify to, and have personal knowledge of, the matters stated in this affidavit.

2. I am (a contractor) (the authorized agent of the contractor _____). I attest to the following: (a) each individual performing services for such contractor is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 (ñthe Actò), (b) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (c) such contractor has complied with Neb. Rev. Stat. Section 4-114 (federal immigration verification system), (d) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (e) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to the Act.

FURTHER AFFIANT SAYETH NAUGHT:

_____
Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2016.

_____
Notary Public

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ATTACHMENT A-3
ASSIGNMENT OF CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on _____

[or]

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor

The Contract between _____ (ñBuyerò)

and _____ (ñSellerò)

for furnishing Goods and Special Services under the Contract Documents entitled _____

_____

is hereby assigned, transferred, and set over to _____

(ñConstruction Contractorò). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

_____
Buyer

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

By: _____
(Signature) *(Title)*

ASSIGNMENT ACKNOWLEDGED AND ACCEPTED BY:

_____
Seller

(If Seller is a corporation, attach evidence of authority to sign.)

By: _____
(Signature) *(Title)*

ASSIGNMENT ACCEPTED BY:

_____
Construction Contractor

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

By: _____
(Signature) *(Title)*

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ATTACHMENT A-4
AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under

the Contract Documents entitled _____

by and between _____ (ñBuyerò)

and _____ (ñSellerò)

may be assigned, transferred, and set over to _____

(ñConstruction Contractorò), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal) _____

Surety Company

By: _____

(Signature and Title)
(Attach Power of Attorney)

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Notice to Proceed

Date: _____

Project: Hillsdale Drainage Swale Improvements near 150th Avenue and Hillsdale Avenue

Owner: City of Omaha	Owner's Contract No.: OPW 52921 SP

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to each named insured and additional insured) certificates and other evidence of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

City of Omaha Public Works Department
Owner
Given by: [Type Name of Signatory]

_____
Authorized Signature

_____
Title

_____
Date

Copy to Engineer / CM

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SECTION 00 61 13 - PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
City of Omaha
1819 Farnam Street, Suite 600
Omaha, NE 68183

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: OPW 52921 SP
Hillsdale Drainage Swale Improvements, Omaha, NE

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractorôs Name and Corporate Seal	Suretyôs Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Suretyôs obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractorôs performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Ownerôs notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Suretyôs receipt of the Ownerôs notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Ownerôs right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Suretyôs obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Suretyôs expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractorôs Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Suretyôs liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted

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within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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SECTION 00 61 14 - PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
City of Omaha
1819 Farnam Street, Suite 600
Omaha, Nebraska 68183

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:
OPW 52921 SP
Hillsdale Drainage Swale Improvements, Omaha, NE

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractorôs Name and Corporate Seal	Suretyôs Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Suretyôs obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Ownerôs property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Suretyôs expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Suretyôs obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimantôs obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Suretyôs expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Suretyôs failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorneyôs fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Suretyôs total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorneyôs fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Ownerôs priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a

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Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanicôs lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of ñlabor, materials, or equipmentò that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractorôs subcontractors, and all other items for which a mechanicôs lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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SECTION 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Omaha	Owner's Contract No.:	OPW 52921 SP
Contractor:			
Engineer:	Olsson Associates		
Project Name:	Hillsdale Drainage Swale Improvements		

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

_____

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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SECTION – 00 72 13 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. ***Act of od*** **Earthquake, lightning strike, tornado, or any other cataclysmic phenomenon of nature causing loss, damage, or injury to the Work.**

2. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

3. ***Admixture*** **Material other than water, aggregates, hydraulic cement, and fiber reinforcement used as an ingredient of concrete or mortar and added to the batch immediately before or during mixing.**

4. ***Advertisement*** **Public announcement requesting services or bids for work or furnishing materials.**

5. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

6. ***Alley*** **Established pedestrian and vehicle access between or behind buildings abutting a street.**

7. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

8. ***Arterial Street*** **Main road, street, or avenue, primarily for through traffic, with collector roads, streets, or avenues joining it.**

9. ***Auxiliary ane*** **Portion of roadway adjoining the through traveled way for parking, speed changes, or other purposes supplementary to through traffic movement.**

10. ***Avenue*** **See Street.**

11. ***Award*** **Acceptance of a proposal.**

12. ***Award ate*** **Date Owner notifies the successful Bidder in writing of the award or Date of Issuance of the Notice of Award.**

13. ***Award etter*** **Letter notifying the successful Bidder of the award.**

14. ***ac fill*** **Operation involving the placement and compaction of materials in a trench or excavation, or surrounding constructed improvements. Also, material(s) used in such an operation.**

15. ***ase, ase Course*** **Layer(s) of designed material constructed on a subbase or subgrade to support the surface material.**

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16. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

17. ***id ate*** **Date indicated in the Bidding Documents on or before which Owner must receive all proposals.**

18. ***id Opening*** **Act of publicly declaring a portion or all of Bidder's proposal.**

19. ***id ime*** **Time indicated in the Bidding Documents on or before which Owner must receive all proposals.**

20. *Bidder*—An individual or entity that submits a Bid to Owner.

21. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

22. *Bidding Requirements*—The ~~advertisement or i~~**I**nvitation to ~~b~~**B**id, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

23. ***lended ydraulic Cement*** **See ASTM C595, Standard Specification for Blended Hydraulic Cements.**

24. ***ond*** **A promissory note provided by a Surety.**

25. ***orrow aterial*** **Material taken from the borrow pit.**

26. ***orrow Pit*** **Excavation site that provides material for use in another location.**

27. ***orrow Site*** **The source of approved material required for the construction of earthwork requirements, from locations shown in the plans or proposed by Contractor.**

28. ***ric Pavement*** **Existing brick streets.**

29. ***Calendar ay*** **Every day, beginning and ending at midnight, shown on the calendar, including Sundays and holidays.**

30. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

31. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

32. ***Channel*** **A natural or artificial waterway.**

33. ***City*** **The municipal corporation established under the authority delegated by the Constitution of the State of Nebraska known as the City of Omaha.**

34. ***City Council*** **Elected legislative body of the Mayor-Council form of government as created by the Home Rule Charter of 1956.**

35. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work

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under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

36. ***Coarse Aggregate*** **Mineral aggregate or portion of a mineral aggregate that retains on a #4 sieve.**

37. ***Collector Street*** **Street providing access to abutting property that collects local street traffic and feeds an arterial street.**

38. ***Combined Sewers*** **Sewer pipes conveying both sanitary and storm water flows. Combined sewers shall be treated as sanitary sewers.**

39. ***Completion ate*** **Specific calendar date by which either on or before Contractor must complete all Work to either a substantial or final state.**

40. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

41. ***Construction anager*** **Engineer's agent to assist in observing the progress and quality of Work.**

42. ***Continuous Pavement*** **Portion of pavement constructed during a single paving operation.**

43. ***Contract*****—The entire and integrated written contract between the Owner and Contractor concerning the Work.**

44. ***Contract ond*** **Security executed by Contractor or its Surety, or sureties, guaranteeing completion of the specified Work and payment of all legal debts pertaining to the Work.**

45. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

46. ***Contract tem*** **Specific work unit for which the Contract provides a price in the Bid Form.**

47. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

48. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

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49. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

50. *Cost of the Work*—See Paragraph 13.01 for definition.

51. ***County*** **Administrative subdivision of the State used to designate or identify the location of the proposed Work.**

52. ***Culvert*** **Structure providing an opening under any roadway excluding bridges, transverse drainage tile, or other intakes designed to aid subsurface drainage. Culverts generally are opened on both ends.**

53. ***epartment of oads*** **Department of the State of Nebraska authorized by law to improve and maintain the State Road System.**

54. ***etour*** **A temporary official route using existing roads to divert traffic around a roadway project.**

55. ***rainage itch*** **Artificial open depression, excluding a roadway ditch, constructed for surface water movement.**

56. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

57. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

58. ***mban ment*** **Area of fill the top of which is constructed to be higher than the surrounding surface or the original surface.**

59. *Engineer*—The individual or entity named as such in the Agreement.

60. ***ngineer s stimate*** **Estimate compiled by Engineer of predicted cost based upon past experience and available information.**

61. ***uipment*** **Machinery, tools, apparatus, and supplies necessary to preserve, maintain, construct, and complete the Work.**

62. ***xcavation*** **Operation involving the removal of earth or rock.**

63. ***xcavation imits*** **Vertical and horizontal boundaries established to control the excavation process.**

64. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

65. ***ine Aggregate*** **Mineral aggregate or portion of a mineral aggregate that passes through a #4 sieve and retains on a #200 sieve.**

66. ***oundation oc*** **Trench stabilization material consisting of three (3) inch maximum crushed rock meeting the gradation requirements of Size 2 of ASTM C33, Standard Specification for Concrete Aggregates.**

67. ***urnished aterials*** **Materials provided or made available to Contractor by Owner or other designated source at no cost to Contractor.**

68. ***aul oad*** **Traveled way designated for hauling equipment, materials, or machinery.**

69. *azardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or

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property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

70. ***ncentive isincentive*** **A Contract provision that compensates or deducts payment to Contractor for critical Work intended to minimize interference and inconvenience to the traveling public and/or reduce construction time.**

71. ***ncidental*** **Minor expense or occurrence that accompanies an item of work.**

72. ***ncidental or*** **Work performed by Contractor that is not directly paid. The cost for providing the work is included in one or more other Contract Price(s).**

73. ***nspector*** **Owner's authorized representative assigned to make detailed inspections of the Work performed and materials furnished by Contractor.**

74. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

75. ***etting*** **The public opening and reading of bids received from Contractors for work advertised.**

76. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

77. ***i uidated amages*** **A reduction in payment intended to compensate for expenses incurred by Owner due to Contractor's failure to complete the Work on or before the Contract date or within the authorized number of calendar days. Such amounts are not to be considered penalties.**

78. ***ump Sum*** **Bid amount for all work necessary to satisfactorily complete a Contract Item that is not directly measured.**

79. ***ajor or tem*** **Work item that Contractor must complete in order to occupy or use the Project for its intended purpose.**

80. ***aterials*** **Substance specified for use in the completion of the Work contained in the Contract.**

81. ***aterials esting anual*** **Manual developed by the City that indicates the testing or inspection guidelines for the Work.**

82. ***ayor*** **Elected executive and administrative power of the City.**

83. ***edian*** **Planted or paved section between two (2) or more lanes in or near the center of the street and not intended for vehicular travel.**

84. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

85. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

86. ***Notice to idders*** **Public announcement requesting services or bids for work or furnishing materials.**

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87. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

88. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

89. ***Partial Payment*** **See Progress Payment.**

90. ***Pavement epair*** **Individual pavement panels or single lane widths or existing streets designated for reconstruction.**

91. ***Pavement Structure*** **Pavement layer(s) constructed atop a subgrade supporting and distributing the traffic load to the roadbed.**

92. ***Paving ane*** **Full width and length of a layer of pavement constructed at a single time.**

93. ***Payment ond*** **Form of security furnished by Contractor and Surety as a guaranty that all bills and accounts for materials and labor used in the Work will be paid in full.**

94. ***Performance ond*** **Form of security furnished by Contractor and Surety as a guaranty that the Work will be completed in accordance with the terms of the Contract.**

95. ***Permanent asement*** **Designated area of land within a larger area to which the property owner grants permanent right-of-access by an individual or legal entity.**

96. ***Plans*** **Contract drawings or electronic digital images showing the location, character, and dimensions of the prescribed Work, including layouts, profiles, cross sections, and details.**

97. ***Pre Approved Source*** **A source that is deemed acceptable prior to the submittal of any information.**

98. ***Precast Concrete*** **Conventionally reinforced (not pre-stressed) concrete products formed, cast, and cured in a casting yard and later incorporated into the Work.**

99. ***Precast Concrete Pavers*** **Concrete bricks that are used in the construction of pavement surfaces (brick streets, crosswalks, etc.).**

100. ***Profile rade*** **Trace of a vertical plane intersecting the top surface of the proposed wearing surface of a road.**

101. ***Progress Payment*** **Payment issued for completed portions of the Work or for materials required for the Work that are in inventory and acceptably stored on the Project or at a designated location on a specific date.**

102. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

103. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

104. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other

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construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

105. ***Proposal*** **Written offer to perform the Work contained in the Contract.**

106. ***Proposal orm*** **Form on which formal bids are prepared and submitted.**

107. ***Proposal uaranty*** **Security furnished with a proposal guaranteeing the Bidder will enter into the Contract upon acceptance of the proposal.**

108. ***Punch list*** **List compiled after substantial completion of Work indicating the Work remaining and items Contractor must furnish to complete the Work contained in the Contract.**

109. ***uality Control*** **All Contractor/supplier operational techniques and activities that are performed or conducted to fulfill the Contract requirements.**

110. ***amp*** **Connecting pavement between intersecting surfaces at a grade-separated intersection.**

111. ***andom Crac*** **A single crack within a single panel of pavement less than one-eighth (⅛) inch wide.**

112. ***ejected Proposal*** **Proposal rendered invalid by Owner.**

113. *Resident Project Representative*—The authorized representative**(s)** of Engineer assigned to assist Engineer **with daily observations** at the Site. ~~As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.~~

114. ***esources*** **Labor, equipment, and materials necessary to perform the Work contained in a Contract Bid Item or other element of Work.**

115. ***esponsive id*** **Bid meeting all requirements in the Notice to Bidders.**

116. ***ight of ay*** **Land, property, or interest acquired for or devoted to drainage, sewer, or transportation purposes.**

117. ***oad*** **See Street.**

118. ***oadbed*** **Graded portion of a street or alley prepared as the subgrade for construction of a pavement structure and shoulders.**

119. ***oadside*** **Area adjoining the outer edge of a street.**

120. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

121. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

122. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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123. ***Setbac ine*** **A line outside of the right-of-way, established by public authority, on the road side of which the erection of building or other permanent improvements is controlled.**

124. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

125. ***Shoulder*** **Portion of the roadway adjacent to the traveled way that can accommodate stopped vehicles for emergency use and for lateral support of base and surface courses.**

126. ***Sidewal*** **Portion of the right-of-way constructed exclusively for pedestrian use.**

127. ***Sieve*** **USA Standard Sieve, as defined in AASHTO M92, Standard Specification for Wire-Cloth Sieves for Testing Purposes.**

128. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

129. ***Slope*** **Inclination of a line or surface.**

130. ***Special Provisions*** **Additions, addendums, and revisions to the Standard and Supplemental Specifications applicable to an individual project.**

131. ***Specialty tems*** **Contract Items requiring equipment, skills, or crafts not ordinarily associated with the types of Work in the Contract.**

132. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

133. ***Specified Starting ate*** **Date upon which Work must begin.**

134. ***Sprin lers istribution ine*** **Irrigation piping from the valve box to the sprinkler head.**

135. ***Sprin lers run ine*** **Irrigation piping from the water source to the valve box, typically pressurized.**

136. ***Stabili ing or Stabili ation*** **Incorporation of materials into soils or aggregates to increase load-bearing capacity, firmness, and resistance to weathering or displacement.**

137. ***Standard Plan*** **A Nebraska Department of Roads detailed drawing approved for repetitive use.**

138. ***Standard Plate*** **A City of Omaha detailed drawing approved for repetitive use.**

139. ***Standard Specification*** **City of Omaha written provisions and requirements approved for general application and repetitive use.**

140. ***State*** **State of Nebraska acting through its authorized representatives.**

141. ***Street*** **General term denoting a public way for purposes of vehicular travel, including the entire area within the public right-of-way.**

142. ***Structure*** **Building, bridge, pipe, culvert, fence, or other item not considered part of the roadway.**

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143. ***Subbase Course*** **Layer(s) of specified material placed upon a subgrade to support a base or surface course.**

144. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

145. ***Subgrade*** **For roadway project, the top layer of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.**

146. ***Submittal*** **Shop drawings, informational submittals, operation and maintenance manuals, samples, or documents submitted by Contractor to Engineer for review. Typical submittals include, but are not limited to, product data and samples, construction schedules, material testing reports, certification letters, warranties, construction photographs, survey data, cost breakdown, permits, plans, and manufacturer installation recommendations.**

147. ***Subsidiary*** **See Incidental.**

148. *Substantial Completion*—~~The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.~~ The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. **Unless otherwise indicated in the Contract Documents, "Substantial Completion" shall mean all items of Work have been completed and any acceptance testing requirements have been fulfilled.**

149. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner **(on the basis of Owner's evaluation)** makes an award of contract, subject to stated conditions.

150. ***Superintendent*** **Representative of Contractor charged with responsibility for oversight of the Work.**

151. ***Supplemental Specification*** **Approved addition or revision to the Standard Specifications.**

152. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. **Contract Documents may or may not include Supplementary Conditions.**

153. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

154. ***Surety*** **Individual or legal entity, other than Contractor, executing a bond furnished by Contractor.**

155. ***Surface Course*** **Pavement structure layer(s) constructed atop all other pavement layers and designated to accommodate the traffic load.**

156. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface

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water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

157. ***emporary asement*** **Designated area of land within a larger area over which the property owner grants a temporary right-of-access to an individual or legal entity.**

158. ***emporary Pavement*** **Pavement layer(s) constructed to provide a temporary service to vehicular traffic.**

159. ***emporary Structure*** **Structure required for maintaining traffic or access during the Work and dismantled upon completion of the Work.**

160. ***esting aboratory*** **Firm designated to perform testing on any or all Work contained in the Contract.**

161. ***raffic Control evice*** **Sign, signal, marking, or device placed on, over, or adjacent to a street or highway by an authority of the public or official having jurisdiction to regulate, warn, or guide traffic.**

162. ***raffic Control one*** **Distance from the first advance warning sign to the point after the work area where traffic is no longer affected.**

163. ***raffic ane*** **Portion of the traveled way designated for the movement of a single line of vehicles.**

164. ***raveled ay*** **Portion of the right-of-way designated for vehicle use, excluding shoulders and auxiliary lanes.**

165. ***unneling*** **A general term for all methods of trenchless sewer construction.**

166. ***nauthori ed or*** **Work not contemplated by the Contract Documents and not authorized by Engineer or performed contrary to the instructions of Engineer.**

167. ***nbalanced Proposal*** **Proposal containing lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of Bidder's anticipated profit, overhead costs, and other indirect costs.**

168. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems **not otherwise included in the definition of Utility**.

169. ***nit*** **A calculated partition of new pavement construction for the purposes of obtaining cores to determine constructed thicknesses of the new pavement and assessment of applicable pay factors. A unit is a driving lane with a length of four-hundred forty (440) feet. A driving lane is typically twelve (12) to thirteen (13) feet in width.**

170. *Unit Price Work*—Work to be paid for on the basis of unit prices.

171. ***nsuitable aterials*** **All materials that contain debris, roots, organic, or frozen materials, stones having a maximum dimension larger than three (3) inches for the upper twelve (12) inches of fill, stones having a maximum dimension larger than six (6) inches for the remainder of the fill, or any other materials determined by**

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Engineer to be unsuitable for providing a stable slope, embankment, backfill, or subgrade.

172. ***tility*** **All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, or other such facilities or attachments, and any encasements containing such utilities, owned by a company or owner notified by the State of Nebraska's "One Call" notification system.**

173. ***aterway*** **A channel for the escape or passage of water.**

174. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

175. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

176. ***or ing rawing*** **Drawing furnished by Contractor showing sufficient detailed information to build the object shown and described.**

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight, **including Sundays and Holidays**.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide**, Supply***:

1. ~~The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.~~ **The word "furnish" or the word "install" or the word "perform" or the word "provide" or the word "supply", or any combination or similar directive or usage thereof, shall mean furnishing and incorporating in the Work including all necessary labor, materials, equipment, and incidentals necessary to perform the Work indicated, unless specifically limited in the context used.**

2. ~~The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.~~

3. ~~The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.~~

4. ~~If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.~~

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions, **if any,** or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions, **if any,** or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner ~~shall~~ **will** furnish to Contractor four printed copies of the Contract **Documents** (including one fully executed counterpart of the Agreement)~~, and one copy in electronic portable document format (PDF)~~. **Contractor shall have one copy of the Contract**

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Documents available on the Site at all times. Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within **14** ~~10~~ days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), **but no later than three days before the preconstruction conference,** Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract **following the format and submittal procedure described in Article 4.04.**

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work **on Lump Sum bid projects** which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, **except for Work as allowed in Article 4.02,** a conference attended by Owner, Contractor, **Subcontractors,** Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. ~~At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A.~~ **Engineer shall review the preliminary Schedule submitted in accordance with Paragraph 2.03.A within 14 days of receipt of said schedule. If the schedule is not acceptable to Engineer,** Contractor shall have an additional ~~10~~ **14** days **after receiving comments from Engineer** to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The **preliminary** Progress Schedule will be acceptable to Engineer **and become the Baseline Schedule once approved** if it provides an orderly progression of the Work to completion within the Contract Times **and meets the requirements of Paragraph 4.04.** Such ~~acceptance~~ **approval** will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

    a. **For larger or more complex projects, and with the Engineer's approval, a preliminary Progress Schedule may initially only cover the first 90 days of Work in detail with a general sequence for the remaining work. Engineer and Contractor will agree on when a complete preliminary Progress Schedule will be submitted.**

    b. **Changes to the Baseline Schedule can only be made with mutual agreement with the Engineer and will be used to compare to the Progress Schedule and subsequent updates to the Progress Schedule as noted in Paragraph 4.04.**

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the **Lump Sum** Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

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D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. ***hird Party eneficiary Clause:*** **The parties executing this Contract specifically agree that the intent of the Contract is not to create any individual or legal entity as a third-party beneficiary. Furthermore, the Contract does not authorize any individual or legal entity not party to the Contract to maintain an action for damages under said Contract provisions.**

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, **standard plates, standard plans,** reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, **standard plate, standard plan,** reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, **standard plate, standard plan,** reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein**. Contractor shall also compare the Contract Documents**~~, particularly~~ with ~~respect to~~ **all** applicable field measurements. Contractor shall ~~promptly~~ report in writing to Engineer **within 24 hours** any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, **standard plate, standard plan,** reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall ~~promptly~~ report it to Engineer in writing **within 24 hours of**

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discovery. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. **Engineer shall make a determination in writing upon notification of a discrepancy. Any adjustment by Contractor without such a determination shall be at Contractor's own risk and expense.** ~~Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:~~

   ~~a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or~~

   ~~b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).~~

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will~~, with reasonable promptness,~~ render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will ~~promptly~~ give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings,

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Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the ~~thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the~~ day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within ~~30~~ **90** days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date, **except as allowed in this Article.**

B. **Contractor shall not enter upon nor use property adjacent to the Site of the Work, not under Owner control, until appropriate easements have been executed and a copy is on file at the Site. Contractor shall minimize interfering with traffic during performance of the Work. Contractor shall start the Work as required by the Contract Documents unless otherwise approved in writing by Engineer.**

C. **Tree removal and clearing and grubbing should be completed at commencement of Contract Times or prior to Contract Times commencement given the following conditions:**

1. **The Contractor shall be familiar and comply with the following statues and regulations:**

   1) **Migratory Bird Treaty Act of 1918.**

   2) **Threatened and Endangered Species Act of 1973**

   3) **Bald and Gold Eagle Protection Action of 1940**

   4) **Nebraska Nongame and Endangered Species Conservation Act of 1975**

2. **Contractor shall follow all conditions of permits obtained for the Project. If a permit is in conflict with the requirement of the specifications, the permit requirements take precedence.**

3. **Dates listed below are for guidance only. No active or inactive raptor nest or active nest of other migratory bird species can be disturbed or removed without Owner approval.**

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4. **Contractor, to the extent possible, shall schedule tree removal and clearing and grubbing operations to occur outside the guidance dates for the migratory bird nesting season in Nebraska with the following criteria:**

   a. ***Notice o Proceed Outside isted ates for igratory ird Nesting* - In general, if Notice to Proceed on the Contract is received between approximately July 16th and March 31st, the Contractor shall immediately perform all vegetation clearing such as tree removal, mowing, shrub cutting, and brush cutting in all areas in which active construction will occur between April 1st to July 15th of the following year, only if it is readily apparent that no migratory bird nests are in the area or if a biomonitor (a wildlife biologist with a 4 year biology degree experienced in observing birds native to the Omaha area) performs a survey of the area and determines the absence of nesting migratory birds. The purpose of this clearing is to prevent non-raptor migratory birds from nesting within the area of active construction.**

   b. ***Notice o Proceed ithin isted ates for igratory ird Nesting* - In general, if Notice to Proceed on the Contract is received between approximately April 1st and July 15th, the Contractor shall employ a biomonitor to perform a bird survey of the area to determine the absence or presence of nesting migratory birds and receive clearance to proceed from them before performing all vegetation clearing such as tree removal, mowing, shrub cutting, and brush cutting in all areas in which active construction will occur between April 1st to July 15th. The purpose of this clearing is to prevent non-raptor migratory birds from nesting within the area of active construction.**

   c. ***Notice Of Award Outside isted ates for igratory ird Nesting* - In general, if Notice of Award is received prior to April 1st but Notice to Proceed is anticipated to be given after April 1st, the Owner at their option may cause to have the clearing and grubbing performed by others or the Contractor at their option may request approval to complete the work. If Owner causes to have the tree removal and/or clearing and grubbing performed by others, a Change Order will be processed for removing the Work performed from the Contract. If Contractor completes the tree removal and/or clearing and grubbing, no contract days will be assessed until the Notice to Proceed is issued.**

5. **Tree removal and clearing and grubbing must comply with the following:**

   a. **Prior to any clearing or tree removal, the Contractor and Engineer will walk the site looking for nests or evidence of migratory bird activity. If no nests or evidence of migratory bird nesting is found, the entire area shall be cleared in 72 hours. If a nesting migratory bird is discovered, or in the Engineer's opinion enough evidence exists that a migratory bird nest may be present, Contractor will employ a biomonitor to perform a migratory bird survey of the area to determine the absence or presence of nesting migratory birds. If the biomonitor determines that an active migratory bird nest is not present, then the entire area shall be cleared within 72 hours of being notified.**

   b. **Cleared vegetation must be initially cleared to a height of 4" or less prior to migratory bird nesting and be maintained to a height of 4" for the migratory bird season, or such time as the migratory birds are no longer present.**

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c. **Debris resulting from vegetation clearing shall be removed and disposed within 72 hours after clearing. If the material is not removed within 72 hours, repeat the requirements of a site walk in Paragraph 4.02.C. 5.a for the areas where the debris is stockpiled.**

d. **If the Contractor, Engineer, or biomonitor determines that an active migratory bird nest(s) is present, then the area cannot be cleared or debris removed until the nest is no longer needed for migratory bird shelter and feeding, the young have fledged, or an appropriate mitigation strategy is developed, as determined by the biomonitor and Owner.**

D. **Should new or previously unknown active migratory bird, raptor, eagle, or otherwise protected bird nests or wildlife be discovered within an area in which active construction will occur prior to start of construction activity, the Owner will, in consultation with the Nebraska Game and Parks Commission (NGPC) and United States Fish and Wildlife Service (USFWS), attempt to mitigate such discovered protected bird nests or wildlife to continue to allow the Contractor access to construction areas in accordance with the Contractor's approved critical path schedule. Should delays or limitations of Contractor's work caused by the presence of a previously unknown protected bird nest or wildlife species result in changes to the approved critical path schedule, such days of delay may be considered for inclusion into a Change Order. No additional cost for the delay will be considered. For discovery of active nests after Contract Times commencement, the Contractor shall comply with Article 7.10.D.**

4.03 *Reference Points* ***and ine and rade Sta es***

A. Owner shall provide engineering surveys to establish reference points for construction ~~which in Engineer's judgment are necessary to enable Contractor to proceed with the Work~~ **and to establish lines and grades**. **Contractor shall provide Owner 48 regular working hours' notice for construction reference points and line and grade stakes. Contractor is responsible for the Work conforming to such points and stakes.** Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points**, line and grade stakes** and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations~~, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel~~.

B. **Should Contractor, during the course of construction, damage or destroy any established property corners or reference points, such monuments shall be replaced by Owner at Contractor's sole and exclusive expense. The Owner's cost for replacement shall be deducted from the Contractor's final payment.**

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted ~~from time to time~~ **monthly, or** as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. **Failure to submit acceptable Progress Schedule updates monthly, or as agreed to by Engineer, may result in Owner withholding all or part of progress payments.**

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. **Progress Schedule Submittal Requirements:**

1. **For all contracts:**

a. **Contractor shall use a commercially available scheduling software package, including Primavera, ProLog, SureTrak, Microsoft Project, or other software programs approved by Engineer.**

b. **Provide Progress Schedule electronic file in software format being used to create the schedule, if requested by the Engineer.**

c. **Submit two 11" X 17" color copies of the schedule along with a PDF file of the Progress Schedule.**

d. **The submitted schedules shall be legible using no smaller than a 10 pt font for the text on the printed page.**

e. **Title Block: Show name of Project and Owner, OPW Number, date submitted, revision or update number, and name of scheduler. Updated Progress Schedules shall indicate data date.**

f. **No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day or more than 14 days, unless otherwise approved by the Engineer.**

g. **Progress Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion showing all Milestone dates.**

h. **Progress Schedule Float shall comply with the following:**

1) **Float is a Project resource available to both parties to meet Contract Milestones and Contract Times.**

2) **Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of Owner and Contractor.**

3) **Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends Work beyond contract completion date.**

i. **Show progress of Work to within 5 working days prior to submission.**

2. **For contracts less than $1,000,000.00, Contractor shall provide an Activities Schedule Chart (ASC). An ASC shall detail the duration of major construction activities including subcontractor, vendor and supplier activities. The requirements of an ASC are as follows:**

a. **Chronologically sequenced bar chart establishing the critical construction operations from start to completion.**

b. **Activity descriptions for each construction operation.**

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c. **Activity duration by number of calendar days for each construction operation.**

3. **For contracts between $1,000,000 and $3,000,000, the Critical Path Method (CPM) schedule defined in Paragraph 4.04.B.4 will be used unless the Engineer agrees the project complexity does not require a CPM schedule and the ASC can be provided as defined in Paragraph 4.04.B.2.**

4. **For contracts greater than $3,000,000.00, Contractor shall provide a Progress Schedule utilizing the Critical Path Method (CPM). The CPM shall define the sequential path of activities through a network diagram from beginning to end of project which provides for the completion of the project in the least amount of time within the Contract Times. The requirements of a CPM are as follows:**

   a. **Sequence and interdependence of all construction tasks.**

   b. **Sequence and interdependence of all concurrent utility work (if any).**

   c. **Activity descriptions for each construction task.**

   d. **Activity duration by number of calendar days for each construction task.**

   e. **Early Start, Early Finish, Late Start, Late Finish dates for each construction task.**

   f. **Highlight critical path in red.**

   g. **Amount of float for each construction task.**

C. **Progress of the Work**

1. **If Contractor falls behind Baseline Schedule, the following shall apply:**

   a. **Engineer reserves the right to:**

      1) **Order Contractor to take steps deemed necessary to expedite the completion of the Work.**

      2) **Direct Contractor to submit, for approval, a recovery Schedule identifying the order of Work remaining to be completed, what concurrent operations will be taking place and the starting and completion times for each task necessary to expedite the Work. The recovery Schedule shall show the Work being completed within the current Contract Times.**

      3) **Order Contractor to submit a detailed written statement as to how Contractor intends to correct the nonperformance and return to the most current Schedule.**

2. **Contractor shall submit a recovery Schedule, for approval, whenever Contractor's progress falls behind the Schedule submitted, does not meet the above-mentioned criteria, and/or when requested by Engineer. The revised Schedule shall be submitted within seven (7) days of falling behind schedule or within seven (7) days of Engineer's request. Contractor agrees that failure to submit the revised Schedule within seven (7) days shall be cause for the suspension of Progress Payments until the revised Schedule is submitted.**

3. **Actions by Contractor to expedite and complete the Work within the allowable Contract Time shall not be justification for additional compensation.**

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4. **Failure to make satisfactory arrangements to adjust the Work schedule and/or make the necessary changes to expedite the progress of the Project may result in disqualification of Contractor from submitting bid proposals for future work until Contractor's performance and schedule demonstrate that Contractor can complete the Contract within Contract Times.**

D. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. **Requests for adjustment in Contract Times shall be submitted with documentation detailing actual delays in completion of the Work within the Contract Times.** Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify**, defend** and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or

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occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep **the Site** and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions**, if any,** identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions**, if any,** with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, ~~promptly~~ **within 24 hours** after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will ~~promptly~~ review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities* ***and tilities***

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities **and Utilities** at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities **and Utilities**, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities **and Utilities** at the Site;

b. locating all Underground Facilities **and Utilities** shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities **and Utilities**, during construction; and

d. the safety and protection of all existing Underground Facilities **and Utilities** at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility **or Utility** that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, ~~or was not shown or indicated with reasonable accuracy,~~ then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

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performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility **or Utility** and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility **or Utility** and conclude whether such Underground Facility **or Utility** was not shown or indicated in the Contract Documents, ~~or was not shown or indicated with reasonable accuracy~~; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility **or Utility** in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility **or Utility**; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility **or Utility**.

D. *Owner's Statement to Contractor Regarding Underground Facility **or Utility***: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility **or Utility** in question, addressing the resumption of Work in connection with such Underground Facility **or Utility**, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor ~~shall~~ **may** be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility **or Utility** at the Site that was not shown or indicated in the Contract Documents, ~~or was not shown or indicated with reasonable accuracy,~~ or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility **or Utility** in question;

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

   d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. **An equitable adjustment in the Contract Price or the Contract Time, if any, shall be defined as, and limited to, the time, equipment and labor necessary to affect the change required to address the Underground Facility or Utility. No adjustment will be made for idle equipment or labor while addressing the Underground Facility or Utility.**

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4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility **or Utility** in question.

F. ***tilities***

1. **Contractor is responsible for notifying all utility companies, pipeline owners, or other parties affected by the work. Contractor shall contact the State of Nebraska "One-Call" system for assistance in locating all utilities, pipelines, and other installations in the Project. Contractor shall be responsible for coordinating the Work with all utility owners to remove and rearrange underground or overhead utilities to avoid service interruption or duplicate work by the utility owner. Contractor shall use work procedures that protect utilities or appurtenances that remain in place during construction.**

2. **Contractor agrees that Owner will not provide any additional compensation due to delays, inconvenience, or damages sustained by interference from said utilities or appurtenances or the operation of relocating said utilities.**

3. **Contractor shall notify the appropriate utility of any service interruption resulting from breakage, within the construction limits or otherwise, by Contractor's operations, and cooperate during service restoration. Contractor is responsible for correcting and/or paying for repairs for damage to utilities resulting from Contractor's operations. Contractor shall restore damaged facilities to the pre-existing condition.**

4. **Engineer will decide whether to adjust or relocate utility facilities or appurtenances found but not shown or indicated in Contract Documents. Engineer shall make any necessary arrangements with the utility owner or Contractor to perform any necessary unidentified work not indicated in the Contract Documents. Engineer will use the provisions of the Contract Documents to make compensable or non-compensable adjustments to the Contract because of revised or added work.**

5.06 *azardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions**, if any,** identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions**, if any,** with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); ~~and~~ (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing)**; and (4) continue working in other areas of the Project unless otherwise directed**. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

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I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify**, defend** and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify**, defend** and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. **Owner shall not consider Contractor the "Generator, Owner, or Responsible Party" for any hazardous waste or hazardous material discovered in the normal performance of Work associated with this Contract, nor during the performance of any "Extra Work" unless such material has been brought to the site by Contractor.**

L. **Contractor shall maintain sole responsibility for workers' health and safety including, but not necessarily limited to, interpreting monitoring or sampling results provided by Owner or any another governmental agency, or performing Contractor's own monitoring or sampling to ensure worker health and safety.**

M. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until ~~one year~~ **two years** after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions**, if any**, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions**, if any,** or other specific provisions of the Contract.

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B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within ~~20~~ **28** days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions**, if any**.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, **if any,** all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, **if any,** or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, **if any,** or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such

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required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

5. **The limits of liability for the insurance required by Paragraph 6.03.A shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

a. **State: Statutory.**

b. **Applicable Federal (e.g., Longshoreman's): Statutory.**

c. **Employer's Liability:**

1) **$500,000 each Person.**

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2) **$500,000 each Accident.**

3) **$500,000 each Disease.**

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions, **if any**, or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
   a. **The limits of liability for the insurance required by Paragraph 6.03.C.2 shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**
      1) **Bodily Injury:**
         i) **Each Accident: $1,000,000.**
         ii) **Annual Aggregate: $1,000,000.**
      2) **Property Damage:**
         i) **Each Accident: $1,000,000.**
         ii) **Annual Aggregate: $1,000,000.**
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

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9. **Contractor's general liability insurance shall include a per project or per location endorsement, which shall be identified in the certificate of insurance provided to Owner.**

10. **The limits of liability for the insurance required by Paragraph 6.03.C shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

    a. **General Aggregate: $2,000,000.**

    b. **Products—Completed Operations Aggregate: $2,000,000.**

    c. **Personal and Advertising Injury (per Person/Organization): $1,000,000.**

    d. **Each Occurrence (Bodily Injury and Property Damage): $1,000,000.**

    e. **Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.**

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

1. **The limits of liability for the insurance required by Paragraph 6.03.D shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

    a. **Bodily Injury:**

        1) **Each Person: $1,000,000.**

        2) **Each Accident: $1,000,000.**

    b. **Property Damage:**

        1) **Each Accident: $1,000,000.**

    c. **Combined Single Limit of $1,000,000.**

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

1. **The limits of liability for the insurance required by Paragraph 6.03.E shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

    a. **General Aggregate: $2,000,000 for Contract Values $200,000 or under; $5,000,000 for Contract Values over $200,000.**

    b. **Each Occurrence: $2,000,000 for Contract Values $200,000 or under; $5,000,000 for Contract Values over $200,000.**

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

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G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions, **if any**; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, **if any**, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ~~10~~ **14** days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

K. **With respect to all insurance required by this Paragraph 6.03, Contractor agrees to waive all rights of subrogation against Owner, Engineer, and each additional insured identified in the Supplementary Conditions, if any.**

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: ~~Unless otherwise provided in the Supplementary Conditions,~~ Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof **including the value of Owner-furnished equipment and materials, if applicable and as provided in the Supplementary Conditions, if any,** (subject to such deductible amounts as may be provided in the Supplementary Conditions, **if any**, or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions, **if any**, to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions**, if any**, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; **underground exposure;** debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions, **if any**. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained **by Contractor** in accordance with this Paragraph 6.05 ~~will~~ **shall** contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ~~10~~ **14** days prior written notice has been given **from insurance agency, agent or broker** to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance. **The insurance shall contain no partial occupancy restriction for partial utilization of the Project by Owner for the purpose intended.**

1. **All insurance required by the Contract Documents, or by laws or regulations, shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the agreement has been completed and final payment has been made.**
2. **Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's, Subcontractor's or supplier's operations under the Contract. Contractor agrees that Contractor alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be**

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otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions, **if any,** as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all

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rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions, **if any,** as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within ~~15~~ **21** days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

6.08 ***Costs for onds and nsurance***

A. **The cost of providing bonds and insurance is incidental to the Work unless otherwise indicated in the Contract Documents.**

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. ~~At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.~~ **Contractor shall cooperate with Engineer, any Project Representatives, and other contractors at all times. Contractor shall designate one competent Superintendent, employed by Contractor, to coordinate and communicate with Engineer. Superintendent shall remain on the Project site at all times during the Work, regardless of the individuals or legal entities performing the Work. Superintendent shall be experienced, capable of understanding the plans and specifications, and have the authority to execute any order or direction given by Engineer. Superintendent is responsible for supplying any materials, equipment, labor, or other incidentals necessary to complete the Work. Owner reserves the right to halt the work if Superintendent is not present during the Work.**

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7.02 *Labor; Working ours*

A. Contractor shall provide **a sufficient amount of** competent, suitably qualified personnel to ~~survey and lay out the Work and~~ perform **the** construction **in an efficient manner, stay on schedule and complete all work** as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. **Incompetent, incorrigible or otherwise unsuitable employees shall be dismissed from the Project by Contractor or their representatives when requested by Engineer or Owner, and such persons shall not again be permitted to return to the Work without written consent from Engineer or Owner.**

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours **(7:00 am to 6:00 pm)**, Monday through Friday. Contractor will not perform Work on a ~~Saturday, Sunday,~~ **Weekend** or any legal holiday. Contractor may perform Work outside regular working hours or on ~~Saturdays, Sundays,~~ **Weekends** or legal holidays only with Owner's written consent~~, which will not be unreasonably withheld~~. **Contractor shall request in writing a minimum of 14 days prior to performing any Work outside of the regular working hours.**

C. **Contractor shall reimburse Owner for Owner's or Engineer's Construction Management and construction observation personnel costs for onsite personnel overtime work resulting from Contractor's overtime operations necessary to prevent delay to overall completion schedule due to Contractor's failure to maintain progress in accordance with Schedule.**

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

1. **Unless otherwise indicated in the Contract Documents, existing structures are to remain in place until the replacement structures are complete unless such existing structures interfere with the Work. As directed by Engineer, any materials deemed fit for use elsewhere shall remain the property of Owner. Contractor shall remove such materials without damage in readily transportable sections.**

2. **Contractor shall mow all areas of the Project where vegetation growth exceeds 18 inches in height at no additional cost to Owner. Contractor shall cut such vegetation as close to the ground as possible. Contractor shall rake and remove the cuttings from the premise immediately.**

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

1. **Owner reserves the right to retain ownership of all surplus materials. As directed by Engineer, Contractor shall deliver any retained surplus materials to a designated Owner facility. Contractor shall remove and dispose of any obstructions or surplus**

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materials encountered and not retained by Owner at no additional expense to Owner. Contractor shall thoroughly clean any pavement, walks, gutter lines, or other constructed items to remove soil or other foreign materials throughout the course of the Project as directed by Engineer.

2. **Contractor shall remove and dispose of all discarded materials, rubbish, or debris at no additional expense to Owner, and in accordance with all Local, State, and Federal laws and regulations.**

3. **All excess materials removed from the Project Site(s) shall be disposed of at locations acceptable to Owner. Contractor shall identify in writing the location of his disposal site and provide this to Engineer at the pre-construction meeting. During the Project, Contractor shall keep Engineer informed of all disposal dates, locations, and approximate material quantity.**

4. **Contractor shall handle and store materials to preserve their quality and avoid segregation or contamination. Engineer may allow Contractor to store materials on Owner property as directed by the Contract Documents. Contractor shall restrict operations on Owner property to the areas authorized by the Engineer. Contractor shall hold and save Owner and its personnel free and harmless from any liability because of unauthorized use, trespassing, or damage to equipment or materials stored on Owner property.**

5. **Contractor may store materials or equipment within the right-of-way at locations determined by Engineer. Contractor shall restore or repair any damage to such storage areas upon completion of the Work. Contractor shall obtain any additional storage space necessary at no additional cost to Owner.**

6. **Contractor shall protect all materials, regardless of the manner of protection, at no additional cost to Owner. Contractor shall store materials covered on a hard, clean surface when directed by Engineer. Contractor may construct a temporary storage building on the Project only with written permission from Engineer. Any temporary storage installations are the property of Contractor. Contractor shall remove such installations at the completion of the Work.**

7. **Engineer reserves the right to reject any materials not conforming to the requirements of the Contract Documents. Contractor shall remove any unacceptable materials from the Project. Engineer shall cause removal of any unacceptable materials not removed by Contractor. Engineer shall deduct the cost of such removal from monies due to Contractor.**

8. **Contractor shall furnish all materials necessary to complete the Work except those materials furnished by Owner as indicated in the Contract Documents. Owner shall deliver or make available such materials as directed in the Contract Documents. Contractor shall include the cost of obtaining, handling, and placing furnished materials in the Contract Price for the related items. Contractor is responsible for all furnished materials given to Contractor by Owner. Contractor shall bear the replacement cost of furnished materials due to loss or damage not the fault of Owner.**

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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1. **Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. Contractor's Bid Price for any equipment offered shall include the cost of making any necessary changes subject to the approval of Engineer.**

2. **All trucks and other equipment using pavement or structures must comply with the laws governing the operation of such equipment on the streets of the City. Contractor is responsible for any damage resulting from the operations of such equipment. Special permits do not relieve Contractor of such responsibility.**

3. **Contractor must keep any vehicle transporting material clean and in proper working condition. Such vehicles must transport materials in a manner to prevent the loss of materials.**

4. **Contractor may operate pneumatic tire earth moving equipment on Portland Cement Concrete (PCC), Bituminous Surface Treatments (BST), or Asphaltic Cement Concrete (ACC) surface or base provided the tire pressures and load on any single axle are less than or equal to 40 psi and 20,000 pounds, respectively. Contractor shall not operate any machines with metal lugs or other projections on the treads on ACC, PCC, or BST surface or base.**

5. **Engineer must approve any equipment operation on new pavement. All equipment shall maintain a horizontal distance of two (2) feet or greater from the edge of such pavement. Approval by Engineer does not relieve Contractor of liability for any damage incurred due to operation of such equipment. All equipment operating on new pavement shall move on and off the pavement using a ramp comprised of materials intended to prevent damage. The ramp shall support the equipment in a manner to prevent any impact loading on the edge of the pavement or curb.**

6. **Contractor shall obtain all necessary oversized and/or overweight permits for all equipment used on the Project at no additional cost to Owner. All track-mounted equipment shall cross bridges only at a speed and location relative to centerline acceptable to Engineer.**

7. **Contractor shall position any material transfer vehicles to prevent excessive pressures on a single wheel or support. Contractor shall not operate or position any dragline, power shovel, or crane on any surface or base pavement layer.**

D. **In accordance with the provisions of Section 77-1323, Reissue Revised Statutes of Nebraska 1943, as amended, every person, partnership, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement, that all equipment to be used on the Project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the County where assessed. It shall be the duty of Contractor to comply with the foregoing requirements and to assure compliance therewith by all others required to comply therewith for labor and material furnished in the performance undertaken hereunder by Contractor.**

7.04 *Or Equals*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the

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Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that:

        1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) it has a proven record of performance and availability of responsive service; and

        4) it is not objectionable to Owner.

    b. Contractor certifies that, if approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by ~~an approved~~ **a reviewed** Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither ~~approval~~ **review** nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

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7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be

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evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination. **No payment shall be made for substitute items incorporated into the Work prior to being submitted to Engineer for review and acceptance.**

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request; Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. **Contractor shall identify all major Subcontractors and Suppliers on the Bid Form.**

1. **Contractor shall self-perform with its own workforce a minimum of 30 percent of the total cost of the Contract. Purchasing of materials does not qualify as self-performing the Work.**

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid ~~or final negotiation of the terms of the Contract~~, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within ~~five~~ **7** days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance

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by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

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P. **All subcontractors shall self-perform with their own workforce a minimum of 70 percent of the total on-site labor of their subcontract 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.**

1. **Upon request, subcontractors to provide a Contractor monthly invoices and payroll for requested months for submission to Owner with the pay application.**

2. **Failure to meet the self-performance criteria or subcontracting requirements will be considered a failure to comply with the contracting requirements for this project, and could result in the subcontractor being dismissed from the Contract. SEB subcontractors are further subject to the provisions of OMC 10-200.4 and OMC 10-200.6 which would result in payments withheld or exclusion from bidding on future Contracts as allowed by the codes.**

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify**, defend** and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify**, defend** and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid ~~(or when Contractor became bound under a negotiated~~

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~~contract)~~. **Unless otherwise provided in the Contract Documents,** Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. **Owner may be exempt from payment of sales and compensating use taxes of the State of Nebraska and of cities and counties thereof on all materials to be incorporated into the Work.**

1. **The City of Omaha will furnish the successful Bidder with the PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE, combined SF 13 and 17 revised 4/19/13, for all material items required in the construction of this Project, which the State of Nebraska considers to be exempt from the State Sales Tax.**

2. **Said taxes shall not be included in the Contract Price. Refer to the Supplementary Conditions, if any, for additional information.**

3. **Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.**

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify**, defend** and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid ~~(or after the date when Contractor became bound under a negotiated contract)~~ in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

D. **To the extent allowed by law, the Contractor shall take all appropriate measures to prevent the nesting of migratory birds in the construction area. This will include, but**

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not be limited to, taking proactive measures to discourage migratory bird nesting activity, performing daily inspections of the site, equipment, machinery and other possible migratory bird nesting areas to ensure that migratory bird nesting activity is not occurring, and where necessary take proactive measures. Should new or previously unknown active migratory bird, raptor, eagle, or otherwise protected bird nests or wildlife be discovered within the limits of construction after start of construction, the Owner will, in consultation with the Nebraska Game and Parks Commission (NGPC) and United States Fish and Wildlife Service (USFWS), attempt to mitigate such discovered protected bird nests or wildlife, to continue to allow the Contractor access to construction areas in accordance with the Contractor's approved critical path schedule. If the discovered protected bird nest or wildlife activity is considered outside the Contractor's control and should delays or limitations of Contractor's work caused by the presence of a previously unknown protected bird nest or wildlife species result in changes to the approved critical path schedule, such days of delay may be considered for inclusion into a Change Order. No additional cost for the delay will be considered. For discovery of active nests prior to Contract Times commencement, the Contractor shall comply with Article 4.02.C. and 4.02.D.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and ~~approved~~ **reviewed** Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities **and Utilities** not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

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C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions**, if any,** identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until ~~such time as all the Work is completed and~~ Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

H. **Contractor shall provide for the orderly safe movement of traffic through or around the Work at all times.**

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *azard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

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7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review **and checking** of that submittal, and that Contractor approves the submittal. **Contractor's stamp or certification shall include project name, Contractor's reviewer name, and date of Contractor's approval.**

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review ~~and approval~~ of each such variation**. Unless the variation is approved, Contractor will execute the Work in accordance with the Contract Documents.**

B. *Submittal Procedures for Shop Drawings and Samples*: **Contractor shall submit required Shop Drawings and Samples to Engineer** ~~for review and approval in accordanc~~e with the accepted Schedule of Submittals. Each submittal will be **submitted with a Transmittal of Contractor's Submittal form provided by the Engineer.** ~~identified as Engineer may require.~~

1. **Preparation of Shop Drawings and Submittals:**

   a. **Scope of any shop drawing, submittal, and letter of transmittal shall be:**

      1) **Limited to one (1) Specification Section.**

      2) **Within one Specification Section, Contractor shall provide complete systems in one submittal package.**

      3) **Contractor shall provide all of the submittal information to the Engineer from one specification section in one submittal package.**

2. ***Numbering of transmittals:***

   a. **Include as prefix the Specification Section number followed by a series number, "-xx", beginning with "01" and increasing sequentially with each additional transmittal.**

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b. **If more than one (1) submittal under any Specification Section is approved by Engineer, assign consecutive series numbers to subsequent transmittal letters.**

3. ***escribing transmittal contents:***

a. **Provide listing of each component or item in submittal capable of receiving an independent review action.**

b. **Identify for each item:**

1) **Manufacturer and Manufacturer's Drawing or data number.**

2) **Contract Document tag number(s).**

3) **Unique page numbers for each page of each separate item listed in the transmittal.**

c. **When submitting "or-equal" items that are not the products of named manufacturers, include the words "or-equal" in the item description.**

4. ***Contractor shall not use red color for mar s on transmittals.***

5. *Shop Drawings*:

a. Contractor shall submit the **electronic file or the** number of copies required, ~~in the Specifications~~ **as identified below**.

1) **Unless specifically prohibited elsewhere in the Contract Documents, each submittal may be made in electronic format. Electronic submittals shall consist of a single electronic file and include the transmittal cover sheet.**

2) **Electronic submittals shall be in the Adobe Acrobat Portable Document Format (PDF). Use the latest version available at the time of execution of the Agreement. PDF files shall meet the following requirements:**

i) **Electronic files which contain more than 10 pages shall contain internal book-marking from an index page to major sections of the document.**

ii) **Shall be unsecured, unencrypted and not password protected.**

iii) **Allow the following actions:**

(a) **Printing.**

(b) **Assembling.**

(c) **Content copying or extraction.**

(d) **Extraction for Access.**

(e) **Commenting.**

(f) **Fitting of form fields.**

(g) **Signing.**

(h) **Creation of duplicate information.**

3) **Hard copy submittals shall consist of a minimum of four (4) copies for Engineer and up to a maximum of five (5) copies for the Contractor (9 total) of the entire submittal package including separate transmittal cover sheets.**

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b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

c. **When Shop Drawings are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown in the Contract Documents.**

d. **For-Information-Only submittals upon which Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.**

e. **When the Contract Documents require an engineered system to be provided by the Contractor such as an anchoring system or retaining wall, a Professional Engineer certified in the State of Nebraska must design and stamp the Shop Drawings.**

6. *Samples*:

a. Contractor shall submit the **required** number of Samples required in the ~~Specifications~~ **Contract Documents**.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

7. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other **required** submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the ~~Specifications~~ **Contract Documents and as identified below**.

1. **Submit number of required submittals specified in the Contract Documents or as identified below.**

a. **Electronic submittals shall consist of a single electronic file. Electronic submittals shall be in the Adobe Acrobat Portable Document Format (PDF) meeting the requirements of Paragraph 7.16.B.5.a.2.**

b. **Hard copy submittals shall consist of a minimum of four (4) copies for Engineer and up to a maximum of five (5) copies for the Contractor (9 total) of the entire submittal package including separate transmittal cover sheets.**

2. **When other submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown in the Contract Documents.**

3. **Miscellaneous other submittals upon which Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.**

D. *Engineer's Review*:

1. Engineer will provide timely review of ~~Shop Drawings and Samples~~ **required submittals** in accordance with the **approved** Schedule of Submittals ~~acceptable to Engineer~~.

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Engineer's review ~~and approval~~ will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. **Contractor is responsible to field verify all dimensions, mating surfaces, and component connections to provide a proper fit.**

2. Engineer's review ~~and approval~~ will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review ~~and approval~~ of a separate item as such will not indicate ~~approval~~ **full review** of the assembly in which the item functions.

4. Engineer's review ~~and approval~~ of a ~~Shop Drawing or Sample~~ **required submittal** shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written ~~approval~~ **acknowledgement** of each such variation by specific written notation thereof incorporated in or accompanying the ~~Shop Drawing or Sample~~ **submittal**. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review ~~and approval~~ of a ~~Shop Drawing or Sample~~ **required submittal** shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review ~~and approval~~ of a ~~Shop Drawing or Sample~~ **required submittal**, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, **nor** review, ~~acceptance or approval~~ of ~~a Shop Drawing, Sample, or other submittal~~ **required submittals** shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in ~~approved~~ **reviewed** Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

9. **Review Action:**

   a. **Shop Drawings and Samples.**

      1) **Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:**

         i) **A - FURNISH AS SUBMITTED.**

         ii) **B - FURNISH AS NOTED.**

         iii) **C - REVISE AND RESUBMIT.**

         iv) **D - REJECTED.**

         v) **E - REVIEW NOT REQUIRED.**

   b. **Submittals received will be initially reviewed to ascertain inclusion of Contractor's approval stamp or written certification. Submittals without a written certification, not stamped by the Contractor, or stamped with a**

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stamp containing language other than that specified herein will not be reviewed for technical content and will be returned without any action.

c. **Submittals returned with Action "A" or "B" are considered ready for fabrication and installation.**

d. **If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal.**

e. **Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.**

f. **Failure to include any specific information specified under the submittal paragraphs of the Specifications section will result in the submittal being returned to the Contractor with "C" or "D" Action.**

g. **Calculations required in individual Specification Sections will be received for information purposes only, as evidence calculations have been performed by individuals meeting specified qualifications, and will be returned stamped "E. Review Not Required" to acknowledge receipt.**

h. **Transmittals of submittals which the Engineer considers as "Not Required" submittal information, which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "A" or "B" Action in a prior submittal, will be returned with Action "E. Review Not Required."**

i. **Samples may be retained for comparison purposes.**

j. **Remove samples when directed.**

k. **Approved samples submitted or constructed, constitute criteria for judging completed work.**

l. **Finished work or items not equal to samples will be rejected.**

E. *Resubmittal Procedures*:

1. **Resubmittal Preparation:**

a. **Number with original root number and a suffix letter starting with "A" on a (new) duplicate transmittal form.**

b. **Do not increase the scope of any prior transmittal.**

c. **Account for all components of prior transmittal.**

d. **If items in prior transmittal received "A" or "B" Action code, list them and indicate "A" or "B" as appropriate.**

e. **Do not include submittal information for items listed with prior "A" or "B" Action in resubmittal.**

f. **Provide all information in one resubmittal unless approved by Engineer and indicate "Outstanding-To Be Resubmitted at a Later Date" for any prior "C" or "D" Action item not included in resubmittal.**

2. Contractor shall make corrections ~~required~~ **identified** by Engineer and shall return the required number of corrected copies of ~~Shop Drawings and submit, as required, new Samples~~ **resubmittals** for review ~~and approval~~. Contractor shall direct specific attention

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in writing to revisions other than the corrections ~~called for~~ **identified** by Engineer on previous submittals.

3. Contractor shall furnish required **re**submittals with sufficient information and accuracy to **receive an "A" or "B" Action code for the resubmittal (second submittal).** ~~obtain required approval of an item with no more than three submittals.~~ Engineer will record Engineer's time for reviewing a ~~fourth~~ **third** or subsequent **re**submittal ~~of a Shop Drawings, sample, or other item requiring approval~~ **required to achieve an "A" or "B" Action code**, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

4. If Contractor requests a change of a previously ~~approved~~ **reviewed** submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. **Contractor is responsible for protecting the Work from damage due to weather or other causes until Engineer accepts the Work in writing, including any time that the Work is suspended.** Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review ~~and approval~~ of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

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assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify**, defend** and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional **in the State of Nebraska**, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified

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by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review ~~and approval~~ of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review ~~and approval~~ of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

7.20 ***alue ngineering Change Proposal (CP)***

A. **The Contractor is encouraged to develop, prepare, and submit Value Engineering Change Proposals (VECPs) voluntarily. The Contractor shall share in any net savings realized from accepted VECPs, in accordance with the incentive sharing provision below.**

B. **These requirements apply to all proposals initiated, developed, and identified as VECPs by Contractor. To be qualified as a VECP, a proposal must be identified as a VECP at the time of its submission to Engineer.**

C. **Change Proposal Requests initiated by Owner or Engineer will not be considered as VECPs.**

D. **Contractor shall submit VECPs to Engineer in writing with the understanding that Engineer is not required to approve them. If a VECP is accepted by Owner, an amount not to exceed 50 percent of the resultant savings will be paid to Contractor.**

E. **Each VECP must result in a net cost savings without impairing essential functions and characteristics of the item(s) or of any other part of the Project, including but not limited to service life, reliability, operation and maintenance costs, desired aesthetics, and safety. Net savings is calculated by subtracting Owner VECP implementation costs from the Contractor's proposed cost reduction. Owner implementation costs may include Engineering review and redesign and Owner review costs.**

F. **As a minimum, the following information shall be submitted with each VECP:**

1. **A statement that the proposal is submitted as a VECP.**

2. **A statement concerning the basis for the VECP and benefits to Owner. Basis and benefits statement shall include a description of the difference between the existing Contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, potential impact on environmental and other permits, and any pertinent objective test data.**

3. **An itemized list and analysis of the Contract items and requirements that must be changed if the VECP is accepted.**

4. **A separate, detailed comparison of the estimated costs under (i) the affected portions of the existing Contract requirements and (ii) the Contract modified by the VECP.**

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The cost reduction associated with the VECP shall take into account the Contractor's allowable VECP implementation costs, including any amount attributable to subcontracts. Contractor shall use the mark ups for overhead and profit allowed by the conditions of the Contract.

5. **Proposed specifications, specification revisions, and recommendations as to how such VECP changes are to be accomplished.**

6. **A description of additional potential costs the Owner may incur in implementing the VECP, such as test and evaluation, operating and maintenance costs, and permit requirements.**

7. **A statement indicating the time and date by which a Change Order adopting the VECP must be issued so as to obtain the maximum cost effectiveness, noting any effect on the Contract completion time or delivery schedule. This statement shall include confirmation from suppliers of availability and proposed delivery dates of materials and equipment.**

8. **Designs shall be signed and sealed by a registered Professional Engineer licensed in the State of Nebraska.**

9. **Construction costs shall include as a minimum the following:**

   a. **Detailed listing of quantities of materials and equipment.**

   b. **Unit prices of materials and equipment.**

   c. **Labor hours and hourly rates for installation labor.**

   d. **Detailed listing of equipment and equipment rates used in the installation.**

   e. **Subcontract and Contractor mark ups.**

   f. **Permit fees and license costs.**

10. **Identification of any previous submissions of the VECP, including the dates submitted and previous Owner actions, if known.**

G. **Engineer's Action.**

1. **Engineer shall track the costs for VECP review on a time and materials cost basis. As part of the review, Engineer will estimate Owner costs associated with implementation of the proposed changes.**

2. **Engineer will provide the Owner with comments on the VECP and an estimate of Owner costs.**

3. **Engineer and Owner shall review the VECP and Engineer comments to allow the Owner to make a decision to accept or reject the VECP.**

4. **The Engineer will process VECPs expeditiously; however, it shall not be liable for any delay in acting upon a VECP.**

5. **If the VECP is not accepted, the Engineer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by Owner. The Contractor shall not be reimbursed for expenditures for VECP preparation and submission, other than implementation costs, if the VECP is accepted. The Owner will pay for Owner's and Engineer's costs to review the first rejected VECP. For additional VECPs submitted and rejected, the Engineer and Owner will record all costs for**

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review on a time and material basis and the Contractor will be back charged for the review costs.

H. **Accepted VECPs will be processed in the same manner prescribed for any other proposal which would necessitate issuance of a Change Order. Owner may accept in whole or in part any VECP by issuing a Change Order which identifies the VECP on which it is based and made before contract performance is completed. The Owner's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation or appeal. Owner will not be liable to Contractor for failure to accept or act upon any VECP submitted pursuant to these requirements or for any delays to the work attributable to any such proposal. The preparation, submission or consideration of a VECP does not entitle the Contractor to a schedule extension.**

1. **Until Owner approves a VECP by a Change Order, Contractor shall be obligated to the terms and conditions of the existing Contract. If an executed Change Order or a Work Order has not been issued by the date specified in Contractor's VECP or another date Contractor may subsequently have specified in writing, the VECP shall be deemed rejected.**

I. **The Change Order effecting the necessary Contract modification will establish the net savings agreed upon, will provide for adjustment in the Contract prices, and will indicate the net savings to be equally divided between Contractor and Owner.**

1. **Contractor shall prepare and submit the VECP at no additional cost to Owner. Owner reserves the right to include in the VECP any conditions it deems appropriate for consideration, approval, and implementation of the VECP. Contractor's share of the net savings constitutes full compensation for designing and developing the VECP and effecting all changes pursuant to the agreement.**

J. **Acceptance of the VECP by Owner and performance of the Work by Contractor will not change the Contract time limit unless specifically addressed in the Change Order authorizing the VECP.**

K. **Owner expressly reserves the right to adopt a VECP for general use in its contracts. VECPs identical or similar to previously accepted VECPs will be eligible for consideration and compensation provided they were not previously adopted for general application by Owner. When a VECP is adopted for general use, compensation for it will be applied only to those contracts awarded and for which the subject VECP has been submitted before the date of its general adoption.**

L. **The following will not normally be considered acceptable VECPs:**

1. **Changes to basic bridge design.**
2. **Changes to basic pavement designs.**
3. **Changes requiring different right-of-way limits.**
4. **Requirements set by permit conditions.**

M. **VECPs based on prior changes to Owner contracts and/or procedures are not acceptable.**

7.21 ***e uest for nformation***

A. **Contractor may, after exercising due diligence to locate required information, request from Engineer clarification or interpretation of the requirements of the Contract**

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Documents. Engineer shall respond to such Contractors' requests for clarification or interpretation.

7.22 ***ual mployment Opportunity Clause***

A. **During the performance of this Contract, Contractor agrees as follows:**

1. **Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.**

2. **Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability.**

3. **Contractor shall send to each representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under the equal employment opportunity clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.**

4. **Contractor shall furnish to the Human Rights and Relations Director all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to its records. Records accessible to the Human Rights and Relations Director shall be those which are related to this article and only after reasonable notice is given Contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.**

5. **Contractor shall take such actions with respect to any Subcontractor as Owner may direct as a means of enforcing the provisions of this article herein, including penalties and sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation as the result of such directions by Owner, Owner will enter into such litigation as is necessary to protect the interests of Owner and to effectuate the provisions of this division; and, in the case of contracts receiving federal assista nce, Contractor or Owner may request the United States to enter into such litigation to protect the interests of the United States.**

6. **Contractor shall file and shall cause their Subcontractors, if any, to file compliance reports with Contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such**

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compliance reports shall be filed with the Human Rights and Relations Director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractor and their Subcontractors.

7. **Contractor shall include the provisions of this article, "Equal Employment Opportunity Clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or Supplier.**

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, ~~the~~ Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between ~~the~~ Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions**, if any,** or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

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2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, **if any,** Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner **for whom the Owner is responsible** causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor ~~shall~~ **may** be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid. ~~or the final negotiation of the terms of the Contract.~~ When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify**, defend** and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from

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and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at **or adjacent to** the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site **that have been utilized by Engineer in preparing the Contract Documents**.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. ~~The~~ Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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B. **Owner or Owner's authorized representatives shall not be liable, either personally or as employees of Owner, for any action taken in performance of their authorized duties.**

9.10 *Undisclosed azardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 ~~*Project Representative*~~ ***Construction anager***

A. If Owner and Engineer have agreed that Engineer will furnish a ~~Resident Project Representative~~ **Construction Manager (CM), as needed** to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such ~~Resident Project Representative~~ **CM** will be as provided in the Supplementary Conditions**, if any**, and limitations on the responsibilities thereof will be as

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provided in Paragraph 10.08. **CM is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding CM's actions. CM's dealings in matters pertaining to Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. CM's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. CM shall generally communicate with Owner with the knowledge of and under the direction of Engineer. CM may, at their discretion, delegate such duties as needed to a Resident Project Representative (RPR). RPR's primary function is to observe the Work on a daily basis and assist the CM as directed.** If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions**, if any**.

B. **Duties and responsibilities of CM include:**

1. ***Schedules:*** **Review the progress schedule, schedule of Shop Drawing, Sample, and Other Submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.**

2. ***Conferences and eetings:*** **Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**

3. ***iaison:***

   a. **Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.**

   b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

   c. **Assist in obtaining from Owner additional details or information when required for proper execution of the Work.**

4. ***nterpretation of Contract ocuments:*** **Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

5. ***Shop rawings, Samples, and Other Submittals:***

   a. **Record date of receipt of Samples, Shop Drawings, and other Submittals.**

   b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

   c. **Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which CM believes that the submittal has not been reviewed by Engineer.**

6. ***odifications:*** **Consider and evaluate Contractor's suggestions for modifications in the Contract Documents and report such suggestions, together with CM's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

7. ***eview of or and ejection of efective or :***

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a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

b. **Report to Engineer whenever CM believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or review required to be made; and advise Engineer of that part of work in progress that CM believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or review.**

8. ***nspections, ests, and System Startups:***

a. **Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.**

b. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

c. **Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.**

d. **Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.**

9. ***ecords:***

a. **Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Change Proposal Requests, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing, Sample and Other Submittals received from and delivered to Contractor, and other Project-related documents.**

b. **Prepare a daily report, recording Contractor's and Subcontractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Change Proposal Requests, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

c. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

10. ***eports:***

a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Shop Drawing, Sample, and Other Submittals.**

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b. **Draft, and recommend to Engineer, proposed Change Orders, Change Proposal Requests, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

c. **Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.**

d. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.**

11. ***Payment e uests:*** **Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work, and submission of updated Progress Schedule.**

12. ***Certificates, Operation and aintenance anuals:*** **During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

13. ***Completion:***

a. **Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion, preparation of a punch list of items to be completed or corrected, and issuance of the Certificate of Substantial Completion.**

b. **Participate in a final inspection in the company of Engineer, Owner and Contractor and prepare a final punch list of items to be completed and deficiencies to be remedied.**

c. **Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance of the Work.**

C. ***imitations of Authority of C :*** **CM shall not:**

1. **Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**

2. **Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.**

3. **Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.**

4. **Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.**

5. **Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**

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6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

7. **Accept Shop Drawing, Sample or Other submittals from anyone other than Contractor.**

8. **Authorize Owner to occupy the Project in whole or in part.**

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. **The acceptance of materials or equipment by or on behalf of Owner at any time shall not preclude future rejection if they are subsequently found to be defective, inferior in quality, not equal to the material or equipment specified, or are not as otherwise represented to Engineer or Owner.**

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03. **Contractor acknowledges that the quantities contained in the Bid Form, unless otherwise indicated in the Contract Documents, are estimates that may vary.**

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be

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responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the **Construction Manager and** Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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3. *Field Orders*: Engineer may authorize ~~minor~~ changes in the Work if the changes ~~do not involve an adjustment in the Contract Price or the Contract Times and~~ are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. **The changes may include, but are not limited to, Contract item quantities; construction details; roadway, sewer, structure or facility grade or alignment; construction sequencing or phasing; or roadway restrictions and detours. Alterations will not waive or invalidate any Contract provisions.** Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. **where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed unit price and estimated quantity (subject to the provisions of Paragraph 13.03); or**

3. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

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4. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraph~~s~~ 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under

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the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. ~~The~~ Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to ~~the~~ Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. **Supporting data shall include, but is not limited to, references to the Progress Schedule, detailed accounting of costs, and other information as required by the Contract Documents.**

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and

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decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work

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outside of regular working hours, on ~~Saturday, Sunday~~ **weekends**, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. ~~Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~ **Construction Equipment and Machinery:**

      1) **Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.**

      2) **Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the current edition of the Blue Book Network Guide to Construction Costs. An hourly rate will be computed by dividing the monthly rates by 176.**

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3) **These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools, and as such will be excluded from the cost of Work.**

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable,

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including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. **Contractor shall accept payment for Work quantities that vary from Contract quantities at the original Contract Prices. Owner shall not make any allowances or adjustments due to increased expense, loss of expected reimbursement, or loss of anticipated profits resulting from alteration of the Work or unbalanced bidding. Engineer reserves the right to eliminate Contract items. Contractor may request reimbursement for all tangible costs incurred**

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before notification of elimination. Engineer shall decide the validity of any such request.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. **Work described in the Contract Documents or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items, shall be considered incidental to Unit Price Work listed and the cost of incidental work included as a part of the unit price.**

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. **The total amount earned differs from the original Contract Price by more than 25 percent; and**

2. the **final** quantity of ~~any~~ **a particular** item of Unit Price Work performed by Contractor differs ~~materially and significantly~~ **by more than 25 percent** from the estimated quantity of such item indicated in the Agreement; **and**

3. there is no corresponding adjustment with respect to any other item of Work; and

4. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price~~, and the parties are unable to agree as to the amount of any such increase or decrease~~.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work**, including all material fabrication facilities,** at ~~reasonable~~ **all** times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred

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in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05. **The methods of testing shall be as indicated in the City of Omaha Materials Testing Manual or as listed elsewhere in the Contract Documents. Referenced test standards shall be the most current version available on Bid Day unless otherwise indicated in the Contract Documents. The costs of all inspections, tests, and approvals not meeting the specification requirements will be paid for by Owner but will be deducted from Contractor's Final Payment.**

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: ~~Promptly after~~ **Within 30 days of** receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether

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or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines **and stipulated penalties** levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

G. **If Contractor fails to comply within 30 days of receipt of written notice of defective Work, Owner may correct such defective work in accordance with Paragraph 14.07.**

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work **other than that identified in Paragraph 14.05.B** be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); **or Owner shall be entitled to accept defective Work in accordance with Paragraph**

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14.04 in which case Contractor shall still be responsible for all costs associated with exposing, observing, and testing the defective Work. ~~and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.~~

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments* ***Schedule of alues***:

1. At least ~~20~~ **28** days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications* ***Schedule of alues***:

1. Engineer will, within ~~10~~ **14** days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit

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Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. ***Application for Payments nit Price or :***

1. **Contractor may receive monthly payment based on the quantities of Work completed during the preceding month. Engineer shall measure the quantities of**

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Work completed and provide to Contractor for review a Progress Estimate covering the Work completed to date.

2. **Engineer may include stored materials in the Application for Payment designated for incorporation into the Work that:**

   a. **meet Contract Document and submittal requirements; and**

   b. **are unique items purchased expressly to be incorporated into the Work; and**

   c. **are delivered and stockpiled at the Project Site or other approved location; and**

   d. **will not be incorporated into the Project for more than 90 days; and**

   e. **the value of such materials amounts to more than $2,000; and**

   f. **are supported by copies of paid invoices or receipts of delivery; and**

   g. **are not living or perishable.**

3. **Owner shall reimburse Contractor for properly stored materials received and verified. The reimbursement value shall be 100 percent of the material cost less the retainage amount as defined in the Agreement. The reimbursement value may not exceed the appropriate portion of the value of the Contract item(s) in which incorporate such materials. The quantity of stored materials eligible for reimbursement shall not exceed the total estimated quantity required to complete the Work. Owner shall deduct any Payments for eligible materials from Payments for completion of the Contract item(s) in which incorporate such materials.**

4. **Payment for eligible materials shall not constitute acceptance of the materials. Contractor is responsible for any damages to or loss of stored materials until such materials are incorporated into the Work and accepted. Owner shall reimburse Contractor for all other items upon completion and acceptance of the Work.**

5. **The amount of retainage with respect to Application for Payments will be as defined in the Agreement.**

E. ***eview of Application for Payment nit Price or :***

1. **Contractor will review and confirm the quantities of Work within 7 days after receipt of each Application for Payment. Contractor will sign and return the Application for Payment to Engineer, or request in writing any corrections. Engineer may make necessary corrections and resubmit the Application for Payment.**

2. **Engineer will sign and submit the Application for Payment to Owner and recommend payment, in accordance with Paragraph 15.01.C. The Application for Payment does not constitute acceptance of the Work.**

3. **Beginning with the second Application for Payment, Contractor's signed estimate shall include an affidavit of Contractor stating that all previous payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Application for Payments.**

F. *Payment Becomes Due*:

1. ~~Ten~~ **Thirty** days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

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G. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. the Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. the Contract Price has been reduced by Change Orders;

   i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

   j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work.

   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   l. **Contractor fails to complete the Work in accordance with the Contract provisions, or the Work is not acceptable to Engineer, for Incentive/Disincentive work;**

   m. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor ~~immediate~~ written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and ~~promptly~~ pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall ~~promptly~~ pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph ~~15.01.C.1~~ **15.01.F.1** ~~and subject to interest as provided in the Agreement~~.

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15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. ~~Promptly~~ **Within 14 days** after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

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15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will ~~promptly~~ make a final inspection with Owner and Contractor **within 14 days** and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment* ***Schedule of alues***:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

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c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work and of Liens filed in connection with the Work.

f. **certified statement regarding payment to Workmen's Compensation and Unemployment as required by L.B. 126, enacted by the 73rd Session of the Nebraska State Legislature.**

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance* ***Schedule of alues***:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ~~ten~~ **14** days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. ***inal Progress stimate for Payment nit Price or :***

1. **Engineer shall measure the final quantities of Work completed and provide to Contractor for review a Final Progress Estimate.**

D. ***eview of inal Progress stimate nit Price or :***

1. **Contractor will review and confirm the final quantities of Work within 14 days after receipt of the Final Progress Estimate. Contractor will sign and return the Final Progress Estimate to Engineer, or request in writing any corrections. Engineer may make necessary corrections and resubmit the Final Progress Estimate. Contractor shall include documentation required in Paragraph 15.06.A.2.**

2. **Engineer will sign and submit to Owner and recommend the Final Progress Estimate for payment.**

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E. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

F. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment **or the Final Progress Estimate,** and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

C. **Final payment does not preclude Owner from correcting any measure, estimate, or certificate made before or after Contract completion. Owner may recover from Contractor or Surety, or both, overpayments upheld for failure to fulfill Contract obligations. A waiver on the part of Owner of any breach of any part of the Contract is not a waiver of any other or subsequent breach. Contractor shall assume liability for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the right of Owner under any warranty or guaranty without prejudice to the terms of the Contract.**

15.08 *Correction Period*

A. If within ~~one year~~ **two years** after the date of ~~Substantial Completion~~ **Final Completion** (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall**,** ~~promptly~~ **within 30 days after receiving notice**, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not ~~promptly~~ comply with the terms of Owner's written instructions **within 30 days after receiving notice**, or in an emergency where delay would cause serious

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risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before ~~Substantial Completion of all the Work~~ **Final Completion**, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of ~~one year~~ **two years** after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

F. **Correction Period shall be increased from two years specified above to five years for Detectible Warning Panels and Curb Inlet Tops.**

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor ~~shall~~ **may** be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events ~~will~~ **may** constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ~~ten days~~ written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to~~:~~ **arrange a conference with Contractor and any surety to address Contractor's failure to perform the Work. The conference shall be held no later than 21 days after receipt of notice.**

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1. ~~declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and~~ **If Owner, Contractor, and Surety do not agree to allow Contractor to proceed to perform the Contract, Owner may, to the extent permitted by Laws and Regulations, declare a Contractor Default and formally terminate Contractor's right to complete the Contract. Written notification of Contractor Default shall not be declared earlier than 28 days after Contractor and Surety have received notice of conference to address Contractor's failure to perform the Work.**

2. ~~enforce the rights available to Owner under any applicable performance bond.~~ **If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 21 days after date of additional written notice demanding Surety's performance of its obligations, then Owner, without process or action at law, may take over any portion of the Work and complete it as described in Section 16.03.C.3.**

3. **Neither Owner, Engineer, nor any of their respective consultants, agents, officers, directors, or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the Work, or any portion thereof, may be accomplished or for the price paid therefor.**

4. **Owner, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim for damages on account of the method used by Owner in completing the Contract.**

5. **Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise prescribed by law.**

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner **or Surety** proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may

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thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions, **if any**; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions**, if any,** or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. **Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph 17.01 shall commence an action within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Owner's or Engineer's action or denial shall become final and binding.**

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to **include** ~~exclude~~ the first and include the last day of such period. If the last day of any such period falls on a **weekend** ~~Saturday or Sunday~~ or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision for the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *eadings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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DIVISION 01 – GENERAL REQUIREMENTS

01 61 11 Shop Drawing Transmittal Form

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

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SECTION 01 61 11 - SHOP DRAWING TRANSMITTAL FORM

City of Omaha
General Services Division
Public Works Department, 6th Floor
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha. Nebraska 68183 Date: _____

Transmittal Number _____ 1st Submittal _____ Resubmittal _____

(Previous Transmittal Number _____)

Project_____ Location _____

Specification Section Number_____

Paragraph No.	Description of Equipment	Manufacturer	Drawing or Data No.	Action Taken

_____
Contractor

_____
Mailing Address

(THIS SPACE FOR ARCHITECT - ENGINEER)

Date: _____

The above drawings are returned with action as designated above in accordance with the following legend:

A - No Exception Taken
B - Maker Corrections Noted
C - Revise and Resubmit
D - Rejected
E - Submit Specified Item By _____

City of Omaha
Public Works Department

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SUPPLEMENTAL TECHNICAL SPECIFICATIONS

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S-100 BIOSWALE CONSTRUCTION

S-100.1 General

This work shall consist of the construction of a stormwater bioswales structure, and includes excavation and embankment, erosion control, and furnishing and placing materials at those locations indicated on the plans or as designated by the Engineer, including landscape plantings, and special construction of features as shown on the Drawings. This work includes the furnishing of all labor, equipment, and materials for construction of the bioswale as specified, including successful establishment of all vegetation.

METHOD OF CONSTRUCTION

The following is a general guidance specification. No separate payment shall be made for S-100 ñBioswale Construction.ò Bioswale construction shall be paid through the unit prices established for completed work.

1. The bioswale shall be excavated and graded to the dimensions, elevations, and side slopes specified on the design plans
2. Excavated spoils from the bioswale will be used as fill material as directed in the plan sheets, or as directed by the Owner and/or A/E, or disposed of at the nearest landfill.
3. Minimize compaction of both the base and the backfill to assure proper function of the system.
4. Native soils within the bioswale shall be graded to elevations and slopes as indicated in final designs. Disturbed soil in the bioswale shall be conditioned with 2 inches of fully-prepared composed mixed to a depth of 6 inches in the native soil. Any necessary modifications to the final grade must be approved by the on-site engineer.
5. Planting areas within the bioswale must be free of turf grass and/or other invasive weeds.
6. Vegetation shall be established where and as specified in the final landscape/planting plans.
7. After the work is complete, submit to the Owner ñas-builtò plans including a listing of all species installed, and quantities installed. Mark in red ink on the original planting plan any field changes or deviations from the original plans.

S-101 Excavation and Removals

S-101.1 General

Work under this item shall consist of all necessary excavation for structures including the removal and disposal of all excess excavated materials that is not suitable as or used for the fill within or around the completed bioswale. Excavated material which is unsuitable for the bioswale and excess material not required for cover shall be disposed of off-site at an approved disposal site in compliance with local, federal and state regulations.

S-100.1 Measurement and Payment

This work shall be paid for at the contract unit price bid per cubic yard for excavation. No measurement for excavated soils will be made, rather, the estimated quantity of excavation from the plan drawings and/or bid sheet will be assumed.

S-102 Embankment

S-102.1 Construction

Embankment of the bioswale will be completed to the finished grades as specified on the plan sheets. Embankments will be constructed from materials excavated on site for the construction of the bioswale. Materials will be comprised of on-site soils, free of foreign matter and/or clumps larger than three (3) inches in any dimension. Embankments will be constructed to the finished grade less six (6) inches for the placement of topsoil on the finished structure. Finished grade shall be achieved with topsoil placement as specified in S-104.

S-102.2 Measurement and Payment

This work shall be paid for at the contract unit price bid per cubic yard for properly placed and compacted embankment, which shall be full compensation for moving, stockpiling if required, placement and forming embankment structures to grades shown in the plan drawings.

S-103 Compaction of Earthwork

S-103.1 Compaction

All subgrade shall be uniformly compacted as indicated on the plans. The Contractor shall have available adequate hand or mechanical equipment to accomplish the specified compaction as set forth in these Specifications. Compaction acceptance shall be based on visual observation and testing by the Engineer or City.

S-100.3.2 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to other bid items.

S-104 Underdrain

S-104.1 Underdrain Construction

There is no underdrain planned for this project

S-105.1 Native Vegetation Live Herbaceous and Grass Plants

Live Herbaceous Plants: All live herbaceous perennial plants, tubers, bulbs, and dormant rootstocks of herbaceous perennial plants shall be free from insects and disease. Prior to delivery of any materials to the site, submit to the Owner a complete list of all live herbaceous perennial plants, tubers, bulbs, and dormant rootstocks of herbaceous perennial plants and grasses to be used during this portion of the work.

Live herbaceous perennial plants, tubers, bulbs, and dormant rootstocks of herbaceous perennial plants shall be from within a 150 mile radius of the project site. Any species not within a 150 mile radius will be approved by the owner. Species shall be true to their scientific name as specified. All live herbaceous plants shall be potted, nursery grown stock unless approved in writing by the owner. All live herbaceous perennial plants, tubers, bulbs, and dormant rootstocks of herbaceous perennial plants shall be inspected and approved by the Owner prior to installation.

S-105.2 Native Vegetation Seed

The Contractor will provide a complete list of all seed to be used during this portion of the work. All grass species shall be supplied as pure live seed. Submit to the Owner lab

germination test results. Seed of all species native to northeast Kansas shall be from within a 250 mile radius of the project site. Seed not available within a 250 mile radius shall be approved by the Owner prior to installation. The list of seed used shall include complete data on source, quantity and quality. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the Ownerôs representative.

S-105.3 Quality Assurance
Qualifications of workmen: Provide at least one person who shall be present at all times during execution of this portion of the work who shall be thoroughly familiar with planting of live native plants and seeding native vegetation. Said person shall direct all work performed under this section.

S-105.4 Planting Season
Planting of all live herbaceous perennial plants, tubers, bulbs, and dormant rootstocks of herbaceous perennial plants and sowing of native plant seed shall be completed after April 15 but no later than June 15, or after September 15 and no later than October 10.

S-105.5 Plant Installation
Live Plant Materials (Herbaceous and Grass plants). Native live plant materials specified for Bioretention Facilities shall be planted as specified in the plans and applicable landscaping standards with the exception that pesticides, herbicides, and fertilizer shall not be applied during planting under any circumstances. Furthermore, pesticides, fertilizer, and any other soil amendments shall not be applied to the bioretention facility during landscape construction, plant establishment, or maintenance. During the first season of growth, removal of dead/failed vegetation and replacement with the same species and location is required to achieve BMP construction completion. Pesticides, herbicides, and/or fertilizers shall not, under any circumstances, be applied during landscape construction, plant establishment, or for a minimum period of 2 months after initial planting.

Seeding: Native grass seed will be broadcast using a properly calibrated reciprocating spreader (e.g., Vicon™), or a properly calibrated rotary spreader (e.g., Scotts™ model R-8), or similar equipment which is equipped with an agitator to ensure continuous mixing. Seed will be evenly broadcast separately by species at rates provided in the planting plan for the bioswale, with no more than 6 inches of overlap between the separately seeded areas. Grass seed shall be combined in a barrel or other suitable container with a non-toxic bulking agents to ensure continuous seed flow through the spreader. After seeding, the seed shall be raked or dragged into the soil surface to an average depth of 0.10 to 0.25 inch. When the soil is in a loose or fluffy condition, the seedbed shall be rolled with a weighted roller, so that the grass and forb seed is firmly pressed into the soil. The finished seedbed will be covered with straw at a rate of 14 pounds per 100 square feet (3 tons/acre)

S-105.6 Watering of Plants
New vegetation will be watered once per week in the absence of rainfall. The equivalent of one-half inch of water per week over the bioswale area will be provided to establish vegetation weekly for the first two months in the absence of rainfall will be required to establish plants,

and bi-weekly after the first two months in the absence of rainfall until October 1. Water will be supplied by the City. The payment will be full compensation for all labor, equipment, tools, and incidentals necessary to complete the work. No compensation will be allowed for water wasted or excess watering as determined by the Engineer.

S-105.7 Final Acceptance
After completion of seeding and planting of live stock, the Contractor shall schedule with Owner a provisional acceptance inspection of the work.

Provisional acceptance: The work shall be considered 80% complete after all seed and live plants have been installed and the Contractor has completed all required clean up, removal, and repair of site conditions.

Final acceptance: The work shall be considered 100% complete after the Contractor has met or exceeded the performance standards of this section, and completed all required clean up, removal, and repair of plant mateirals after site establishment.

S-105.7 Repair and Maintenance
Contractor shall be responsible for inspection, maintenance, and repair of native vegetation during the first year after installation. Contractor will remove invasive weeds as necessary, either by mowing, pulling, or application of select herbicides applied to the invasive plant only. During the one-year maintenance period, between May 15 and September 15, hand seed all previously seeded areas which show bare ground patches larger than 36òx36ò. Contractor shall be responsible for consistent and adequate water application throughout the growing season. Contractor shall correct erosion and drainage problems as specified on the Temporary Sediment and Erosion Control Plan throughout the one-year maintenance period. Contractor shall remove silt fencing at the end of the compliance period and restore the disturbed fence area by hand seeding with an approved seed mix between April 1st and October 15th.

S-105.8 Contractor Warranty
The Contractor shall guarantee both planted and seeded areas in the bioswale for a period of one year following construction. Contractor will be responsible for replacement of vegetation that was installed at construction that has died as a result of improper maintenance, disease, or poor planting techniques during the first growing year after construction. Seeded areas (native grasses) will meet or exceed the performance criteria of 80% cover after one full growing season.

S-105.9 Measurement and Payment
This work shall be paid for at the contract unit price bid per live plant installed as specified on the planting plan and per square yard of seeding provided. The payment will be full compensation for all supports, watering during the construction period and during the first year of establishment, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. If at any time during the Contract period any plants become unacceptable, they shall be replaced at no additional cost to the Owner. No payment will be made for live plants or seed rejected by the Engineer.

S-106 Erosion Control Mat

S-106.1 General

Biodegradable erosion control mats (Coir Mat 60 or equivalent) will be used to cover newly-seeded areas, including potential repairs, in the bioswale unless otherwise specified. The erosion control mat will be include a wheat straw weave that will be free from chaff, leaves and/or seed of non-native, invasive species. The erosion control mats will be placed evenly over unprotected seedbeds by hand, and pinned/stapled to achieve good soil contact. Erosion control mat that is disturbed by wind or rain action will be replaced immediately.

S-106.2 Measurement and Payment

The erosion control mat is considered a subsidiary cost of the native vegetation seeding.

S-107 Gabion Basket Rock

S107.1 General

This specification covers the quality of rock to be used in the construction of gabion baskets in the bioswale.

S-107.2 Material

Two (2) inch (average diminsion) round rock will be used for construction of gabion baskets constructed in the bioswale. Individual rock shall be dense, sound, and free from crocks, seams, and other defects conducive to accelerated weathering. Except as otherwise specified, rock shall be subrounded to rounded. The rock will be roughly equidimensional in shape, with the least dimension not be less than three (1.5) inches, and the greatest dimension rock shall not be more than three (3) inches. Thin, slabby rock material will not be accepted. Prior to placement of the rock at the discharge point of the underdrain system, filter fabric (see S-112) will be placed as a liner as shown in the plan drawings.

S-107.3 Quality

Except as otherwise provided, the rock shall be tested and shall have the following properties:

- Bulk Specific gravity: Not less than 2.5 when tested in accordance with ASTM C127 on samples prepared as described for soundness testing.
- Adsorption: Not more than 2 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- Soundness: The weight loss in five cycles shall not be more than 10 percent when sodium sulfate is used or more than 15 percent when magnesium sulfate is used.

S-107.4 Measurement and Payment

The work shall be paid for at the contract price bid per cubic yard of rock which will include furnishing and hauling of materials, preparation of the discharge point as specified in the plans, placement of filter fabric (subsidiary), and placement of rock. Rock of unacceptable quality will not be paid for.

S-108 Filter Fabric

S-108.1 Material Quality

Filter fabric shall be used where indicated on the drawings, particularly between rock fill and earth backfill, and shall conform to APWA Section 2605.2.C.2 and 2605.3.C.2.

S-108.2. Filter Fabric Placement
Place and anchor the filter fabric without wrinkles or folds over the soil surface and over-lying rock (gabion baskets). Place the geotextile with the machine direction parallel to the direction of water flow. The filter fabric should be pinned to the base of the infiltration cell using 4 inch steel staples.

S-108.3 Measurement and Payment
The filter fabric is considered a subsidiary cost to the project.

S-109 Rock Rip Rap
S-109.1 General
Rock rip rap shall meet the minimum requirements for Type C rock rip rap as specified in the latest edition of the City of Omaha Standard Specifications for Public Works Construction ï Section 806. Care shall be taken to avoid ripping the separation fabric (fabric torn due to the placement of rock rip rap or by other means shall be replaced at the contractors expense). Topsoil shall be placed over rock rip rap to fill voids and allow for seeding as indicated in the plans.

S-109.2 Measurement and Payment
The work shall be paid for at the contract price bid per cubic yard of rock which will include furnishing and hauling of materials, preparation of the discharge point as specified in the plans, placement of filter fabric (subsidiary), and placement of rock and cover material. Rock of unacceptable quality will not be paid for.

S-110 Flexamat Erosion Control Mats
S-110.1 General
Prior to installing Flexamat, prepare the subgrade as detailed in the plans. All subgrade surfaces to be smooth and free of all rocks, stones, sticks, roots, and other protrusions or debris of any kind that would result in an individual block being raised more than 3/4 in. above the adjoining blocks. When seeding is shown on the plans, provide subgrade material that can sustain growth.
Ensure the prepared subgrade provides a smooth, firm, and unyielding foundation for the mats. The subgrade shall be graded into a parabolic or trapezoidal shape in order to concentrate flow to middle of mat or mats.

Where vegetation is required, distribute seed on the prepared topsoil subgrade before installation of the concrete mats in accordance with the specifications.

Install mats to the line and grade shown on the plans and according to the manufacturerôs guidelines. The manufacturer or authorized representative will provide technical assistance during the slope preparation and installation of the concrete block mats as needed.

Provide a minimum 18 in. deep concrete mat embedment toe trench at all edges exposed to concentrated flows. Recess exterior edges subject to sheet flow a minimum of 3 in.
When needed, provide fastening or anchoring as recommended by the manufacturer or engineer for the site conditions.

For seams parallel to the flow line in ditch or channel applications, center a minimum 3 ft. wide strip of soil retention blanket under the seam. Fasten along the seam at 5 ft. maximum spacing. Parallel seams in the center of the ditch shall be avoided when possible.

Shingle seams perpendicular to the flow line with the downstream mat recessed a minimum of 2 blocks under the upstream mat and fastened together along the seam at 2 ft.. maximum spacing if required by manufacturer or engineer.

S-110.2 Measurement and Payment
This Item will be measured by the square foot as shown on the plans, complete in place. The work performed and materials furnished in accordance with this Item and measured as provided will be paid for at the unit price bid for ñFlexamat.ò

END OF SECTION

S-200 TRANSITION STRUCTURE CONSTRUCTION

S-200.1 General

Work shall consist of the construction of the limestone slab transition structure at the downstream end of the twin 8ô x 8ô box culvert as shown in the plans. This will include all necessary excavation, removal and disposal of all excess materials, construction of limestone slabs, installation of rebar pins, construction of gabion structures, filler rock and geotextile separation fabric, p.c. concrete cutoff wall, and permanent turf reinforcement mat along with all necessary incidentals to complete the work in accordance with the plans.

METHOD OF CONSTRUCTION

The following is a general guidance specification. No separate payment shall be made for S-200 ñTransition Structure Construction.ò The transition structure construction shall be paid through the unit prices established for completed work.

1. The base area for the transition structure shall be excavated and graded to the dimensions, elevations, and side slopes specified on the design plans
2. Excavated spoils will be used as fill material as directed in the plan sheets, or as directed by the Owner and/or A/E, or disposed of at the nearest landfill.
3. The transition structure shall be constructed to the size and dimensions shown in the plans, with approved materials as described in the plans and in this specification.
4. Native soils shall be graded to elevations and slopes as indicated in final design. Disturbed soil in the adjacent bioswale areas shall be conditioned with 2 inches of fully-prepared composed mixed to a depth of 6 inches in the native soil. Any necessary modifications to the final grade must be approved by the on-site engineer.
5. Planting areas adjacent to or near the transition structure are inclusive of the bioswale construction area (S-100 Bioswale Construction), and will be planted as specified in the plans.
6. Vegetation shall be established where and as specified in the final landscape/planting plans.
7. After the work is complete, submit to the Owner ñas-builtò plans.

S-201 Excavation and Removals

S-201.1 General

Work under this item shall consist of all necessary excavation for construction of the transition structure including the removal and disposal of debris in the channel, excess vegetation, and all excess excavated materials that is not suitable as or used for the fill within or around the completed transition structure or bioswale. Excavated material which is unsuitable for the bioswale and excess material not required for cover shall be disposed of off-site at an approved disposal site in compliance with local, federal and state regulations.

S-201.2 Measurement and Payment

The excavation and removals is considered subsidiary to the cost of the transition structure construction.

S-202 Material

Materials shall be provided as indicated in the notes on the plans or referenced herein.

- Six inch thick natural limestone slabs shall be of the dimensions referenced in the plans. Limestone properties should meet the property requirements of Section 806 of the Standard Specifications for Public Works Construction, 2014 Edition and the physical properties listed in Table 806.01.
- Filler rock shall be 1ò or 3ò nominal diameter crushed limestone that conforms to the requirements of Section 700.02 of the Standard Specifications for Public Works Construction, 2014 Edition and the gradation listed in Table 700.02. Recycled concrete will not be considered acceptable.
- Gabions mattresses and baskets and rock shall meet requirements Section 807 of the Standard Specifications for Public Works Construction, 2014 Edition.

S-202.1 Measurement and Payment

This work shall be paid for at the contract unit lump sum for construction of the transition structure and shall be full compensation for all labor, materials, equipment, tools and incidentals necessary to complete the work.

END OF SECTION

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DIVISION 02 – SITE WORK

SECTION 100 – SITE PREPARATION

100 Site Preparation

100.01 General

A. Description

The information, submittal and material requirements, and construction requirements shall apply to all subsections within Section 100 unless otherwise specified. This section includes temporary erosion and sediment controls, site preparation, clearing and grubbing, object removal, abandonment, pavement removal, and traffic signal removal. It is the Contractor's responsibility to be knowledgeable of and meet the requirements of all applicable permits, including but not limited to the NPDES, SWPPP, Dewatering, Grading, PCSMP, and other applicable permits and/or requirements.

B. Submittal Requirements

The Contractor shall submit, in accordance with Section 7.16, the following submittals:

1. Approved Disposal Site

The Contractor shall identify in writing the location(s) of the material disposal site and provide this to the Engineer at the pre-construction meeting. The Contractor shall be responsible for maintaining a log recording the disposal dates, description of material, and approximate amount of material hauled.

2. Adjacent Property Disposal Site

The Contractor may enter into agreements with adjacent landowners or other persons for the disposal of materials after they have been removed. Any such agreement must be in full compliance with all conditions established in the contract. All such agreements shall be in writing and shall be submitted to the City prior to beginning construction activities. All such agreements shall remain separate of the Contract and shall not relieve the Contractor of any responsibility to comply with the Contract Documents.

3. Qualifications for Certified Arborist

4. Flowable Fill Mix Design shall be in accordance with Section 200

5. Fly Ash Slurry Mix Proportioning and Required Properties

Prepare and submit a fly ash slurry mix design that identifies the component materials, the proportion of such materials, the twenty-eight (28) day compressive strength, and the air content. The Contractor shall provide certification that the fly ash material complies with the requirements for Class C Fly Ash in accordance with ASTM C593, Standard Specification for Fly Ash and Other Pozzolans for Use with Lime for Soil Stabilization.

100.02 Material Requirements

A. Backfill Material

Refer to Section 200 for backfill material requirements.

B. Fly Ash Slurry Mix

Fly ash slurry shall have a seven (7) day compressive strength of one-hundred (100) pounds per square inch (psi) or greater.

100.03 Construction Requirements

A. Material Disposal

Dispose of non-salvaged materials in conformance with the Contract Documents and in accordance with all local, State, and Federal regulations. The Engineer shall resolve any conflicts. The City reserves the right to retain ownership of any materials designated for disposal. Dispose of materials that the City retains ownership of at a location indicated in the Contract Documents or as directed by the Engineer. Obtain all necessary written arrangements with property owners and governmental authorities for disposal locations. The Contractor may enter into agreements with persons regarding the disposal of any material. All such agreements shall remain separate of the Contract and shall not relieve the Contractor of any responsibility to comply with the Contract Documents.

Do not pile materials within the Right-of-Way of any alley, street, drive, road, walkway, drainage way, or any other public property or the floodplain of any channel unless otherwise allowed by the Contract Documents or authorized in writing by the Engineer. Do not use broken PCC or masonry rubble at the toe of slope and berms, around new piers and culverts, or as stream bank stabilization or rip rap unless directed by the Engineer.

B. Salvaging Materials

Dismantle and store salvaged materials without damage. Match-mark all individual pieces of the salvaged materials and transport them to the designated location(s). Do not cut, bend, or otherwise damage materials salvaged for the City. Salvage any pipe removed and not reused. Clean such pipe to remove accumulations of dirt and debris. Deliver such pipe to a designated City-owned facility unless otherwise directed by the Engineer. Store salvaged materials at the location(s) designated by the Contract Documents or as directed by the Engineer. Keep salvaged materials free from contamination by dirt or other foreign matter.

C. Dust Control

The Contractor shall be responsible for controlling dust generated from the project site. Dust control methods may include, but not be limited to, applying water or dust palliative and covering active and inactive stockpiles. Dust control shall be performed when soil disturbing activities are being performed, or when directed by the Engineer. Soil disturbing activities include, but are not limited to, earthwork, excavation and trenching, paving, and when vehicles are entering and leaving the job site. Dust control shall be incidental to other items for which the Contract provides direct payment.

D. Street Cleaning

Street cleaning includes removing tracked sediment from the streets and paved surfaces surrounding the site. Street cleaning methods creating dust shall not be allowed. Construction entrances shall be inspected daily for sediment tracking. Visible sediment tracking shall be cleaned and swept at the end of each day, and more frequently if sediment tracking is heavy. Street cleaning shall be incidental to other items for which the Contract provides direct payment.

E. Site Housekeeping

The Contractor shall be responsible for cleaning and removing from the site all excess dirt, trash, debris, excess construction materials, and any other items not part of the final constructed Work. This work shall be incidental to other items for which the Contract provides direct payment, and shall be performed continually throughout the duration of the Work.

101 Temporary Erosion and Sediment Controls

101.01 General

A. Description

This work includes furnishing and constructing temporary erosion and sediment controls including, but is not limited to, silt fence, berms, inlet filters, and other temporary erosion control devices, methods, or necessary appurtenances at the locations indicated in the Contract Documents, as directed by the Engineer, and/or in accordance with City Ordinance 32-106.

For project sites of areas greater than one (1) acre, the Contract Documents shall indicate the requirements for controlling erosion and sediment. For project sites of areas less than one (1) acre, the Contractor shall be responsible for installing temporary controls necessary to prevent erosion and loss of sediment from the site. Unless otherwise indicated in the Contract Documents, the work described within this section shall be the minimum erosion and sediment control measures required for each project site. The Contractor shall be responsible for maintaining the project site to comply with federal, state, and local regulatory requirements for erosion and sediment loss.

Temporary erosion and sediment control measures shall be used to correct conditions that develop during construction; that are needed prior to installation of permanent erosion and sediment control features; or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

B. Submittal Requirements

Refer to Section 100.01 B for submittal requirements.

101.02 Material Requirements

A. General

Material requirements shall be in accordance with the Contract Documents, in addition to the following requirements.

B. Silt Fence Material

Silt fence material shall have a grab strength between ninety (90) to one-hundred twenty-five (125) pounds in accordance with ASTM D4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles. Silt fence material shall have a permittivity between five-hundredth (0.05) to ten-hundredth (0.10) per second in accordance with ASTM D4491, Standard Test Methods for Water Permeability of Geotextiles by Permittivity. Silt fence material shall have a minimum ultra-violet (UV) stability of seventy (70) percent after five-hundred (500) hours in accordance with ASTM D4355, Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.

C. Posts

Posts shall be wood, steel, or synthetic posts a minimum of forty-eight (48) inches in length, and shall be in accordance with ASTM D6461, Standard Specification for Silt Fence Materials.

D. Wire Staples

Wire staples shall be made of No. 11 gauge steel wire having a minimum length of six (6) inches.

E. Curb and Grate Inlet Filters

Curb and grate inlet filters shall be socks or bags fabricated from porous filter fabric, and shall be selected and sized appropriately for the inlet(s) to be protected. The socks or bags shall be filled with porous gravel, stone, organic, or synthetic media to filter sediment without plugging the inlet(s) to be protected.

F. Geotextile Fabric

Geotextile fabric material shall be in accordance with Section 300.

G. Foundation Rock

Foundation rock material shall be in accordance with Section 700.

H. Temporary Berm Material

Temporary berm material shall be borrow material in accordance with Section 200.

101.03 Construction Requirements

A. General

Construction activities shall not commence until all temporary erosion and sediment controls are installed and accepted. Actual site conditions during construction may alter the location or number of temporary erosion and sediment controls necessary. The Engineer reserves the right to alter the location and/or the type of material, and increase or decrease the quantity of the temporary erosion and sediment controls to meet such conditions. Such alterations are not alterations in the details of construction or a change in the scope or character of the work. Coordinate temporary erosion and sediment controls with the installation of permanent erosion and sediment controls to assure economical, effective, and continuous erosion and sediment control throughout the construction period.

Inspect all temporary erosion and sediment controls after each rainfall event of one-half (½) inch or greater. Repair any deficient or damaged controls. Maintenance shall be performed within seven (7) calendar days of identification or before the next rainfall event, whichever occurs first. Remove any accumulated silt or debris as directed by the Engineer. Replace any temporary erosion or sediment control damaged or inadvertently moved during the removal process. Dispose of the removed materials in accordance with Section 100.

Perform any erosion control work resulting from Contractor negligence, carelessness, or failure to construct temporary erosion and sediment controls, or to install permanent controls as a part of the work at no additional cost to the City.

B. Silt Fence Installation

The Contractor shall install silt fence and related materials in accordance with Standard Plate 100-01 and ASTM D6462, Standard Practice for Silt Fence Installation.

C. Inlet Protection

Inlet protection shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment, minimize interference with construction activities, and any resultant

ponding of stormwater will not cause excessive inconvenience or damage to adjacent areas or structures.

1. Curb Inlets

Place the curb inlet filter in accordance with the manufacturer's recommendations, in such a manner that the filter extends a minimum of one (1) foot beyond the edges of the inlet opening along the gutter line. Remove accumulated material as necessary or as directed by the Engineer.

2. Area Inlets

Install silt fence in two (2) layers in accordance with the Contract Documents. The distance between the inlet and first layer of silt fence, and between the first and second layer of silt fence, shall be in accordance with the Contract Documents. Remove accumulated material as necessary or as directed by the Engineer.

3. Grate Inlets

Place the grate inlet filter in accordance with the manufacturer's recommendations and the Contract Documents. Remove accumulated material as necessary or as directed by the Engineer.

D. Construction Entrance

The area of the entrance shall be cleared of all vegetation and excavated a minimum of three (3) inches. Place geotextile fabric in accordance with Section 300, and to cover the full width and length of the entrance. Place and compact foundation rock as indicated in the Contract Documents. The Contractor shall perform compaction efforts using mechanical methods. All surface water flowing or diverted towards construction entrances shall be piped across the entrance or otherwise diverted.

E. Temporary Berm Construction

Construct temporary berms at the locations indicated in the Contract Documents or as directed by the Engineer, and in accordance with Section 200. Remove all organic matter from the underlying ground before beginning temporary berm construction. Construction, maintenance, and removal of temporary berms shall be incidental to other items for which the Contract provides direct payment.

Compact **temporary berms** in accordance with embankment requirements in Table 200.01. Grade the temporary berm surfaces to be smooth and uniform. The final elevation of temporary berms shall be within three (3) inches of the design elevation.

F. Maintenance

Remove accumulated material when directed by the Engineer, but no later than when the height of the accumulated material exceeds sixty-five (65) percent of the total height of the temporary erosion and sediment controls. Replace damaged temporary erosion and sediment controls with the same material as originally installed. Temporary erosion and sediment controls damaged by the Contractor’s negligence or carelessness shall be removed and replaced at no additional cost to the City.

Construction entrances shall be maintained in a condition which will prevent tracking or flow of sediment off the site. Maintenance may include periodic top dressing with additional rock, washing and reworking the existing rock, and repair or cleanout of the surface water diversion(s).

G. Removal

Remove temporary erosion and sediment controls, including construction entrances, when directed by the Engineer. Re-grade and re-seed the area disturbed by removing the temporary erosion and sediment controls. Removal and repairing the disturbed area may extend into the warranty period of the project, depending on the rate of growth of plant material for stabilizing the site. Removal and repairing of the disturbed area shall be incidental to items for which the Contract provides direct payment.

101.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Earthwork shall be constructed to the minimum compaction requirements identified in the Contract Documents. The Engineer shall verify the compaction of the earthwork in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction. Any failing tests shall be excavated, re-compacted, and retested at no additional cost to the City. The limits of the failed area shall be determined by additional testing at intervals determined by the Engineer.

101.05 Measurement and Payment

Temporary berms constructed within the limits of construction, at the end of ditch cut sections, or as indicated in the Contract Documents, are subsidiary to items for which the Contract provides direct payment. Temporary berms shall be constructed, maintained, and removed, as indicated in the Contract Documents.

The Engineer shall measure silt fences for payment by the linear feet of silt fence supplied, installed, maintained, removed, and accepted. Silt fences reinstalled due to damage shall be paid by the linear feet of silt fence supplied, installed, maintained, removed, and accepted. Silt fences reinstalled due to the Contractor's negligence or carelessness shall be incidental to items for which the Contract provides direct payment.

The Engineer shall measure area inlet protections for payment by each area inlet protection supplied, installed, maintained, removed, and accepted.

The Engineer shall measure curb inlet protections for payment by each curb inlet protection supplied, installed, maintained, removed, and accepted.

The Engineer shall measure grate inlet protections for payment by each grate inlet protection supplied, installed, maintained, removed, and accepted.

The Engineer shall measure construction entrances for payment by each construction entrance supplied, installed, maintained, removed, and accepted.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for supplying and installing all silt fence, berms, filters, stakes, binding materials, and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	Unit
Install Silt Fence	Linear Foot
Install Area Inlet Protection	Each
Install Curb Inlet Protection	Each
Install Grate Inlet Protection	Each
Install Construction Entrance	Each

102 Clearing and Grubbing

102.01 General

A. Description

This work includes clearing the limits of construction as defined in the Contract Documents, to the extent necessary for the construction of the project. Remove and dispose of all stumps, dead trees, logs, down timber, brush, other herbaceous vegetation, rubbish or trash, and unwanted materials from within the limits of construction. Do not remove live trees, hedge, shrubs, or grass beyond the limits of construction, except as indicated in the Contract Documents or as directed by the Engineer.

General clearing and grubbing shall consist of the removal and disposal of wire and/or board fences, all trees with diameters of nine (9) inches or less and stumps with diameters of twelve (12) inches or less, all other objectionable material such as logs and down timber, shrubs, hedges, brush, weeds, grass, other herbaceous vegetation, and rubbish or trash encountered within the limits of construction, other areas indicated in the Contract Documents or as directed by the Engineer. All living trees or shrubs located outside the limits of construction shall not be removed, injured or destroyed.

Clearing and grubbing trees shall consist of the removal and disposal of trees over nine (9) inches in diameter, including the stumps of such trees and the large roots.

Grubbing stumps shall consist of the removal and disposal of stumps over twelve (12) inches in diameter and the large roots of such stumps, where the tree has been removed by others.

During the period of April 1st to September 1st, the primary nesting season of migratory birds, an initial survey of nesting birds within the project area shall be conducted by a qualified biologist. Clearing and grubbing activities within the surveyed area shall be completed within three (3) days of the survey, unless otherwise directed by the Engineer. No additional compensation, other than time extensions if warranted, will be allowed due to delays or inconvenience as a result of the migratory bird survey.

B. Submittal Requirements

Refer to Section 100.01 B for submittal requirements.

102.02 Material Requirements

A. General

Refer to Section 100.02 for general material requirements.

102.03 Construction Requirements

A. General

Refer to Section 100.03 for general construction requirements, in addition to the following requirements. General clearing and grubbing shall be performed within the limits of construction using proper equipment, to clear all objects for which the Contract does not provide direct payment.

B. Object Removal

Remove and dispose of all objects, trees, stumps, roots, and other obstructions to a minimum depth of two (2) feet below finished grade elevation. Use of a mechanical stump chipper is acceptable but not required for accomplishing stump removal. Removal of stumps more than

three (3) feet below finished grade in embankment areas is not required. Cut such stumps flush or below the existing ground prior to embankment construction.

Perform all required clearing and grubbing activities before beginning excavation, grading, or embankment operations. Maintain adequate drainage in all areas. Conduct all operations without disturbing any materials, equipment, or structures outside the limits of construction.

Disturbed ground shall be compacted in accordance with Section 200.

C. Object Preservation

Preserve trees, shrubs, plants, and other objects that are to remain within established limits indicated in the Contract Documents or as directed by the Engineer. A certified Arborist shall supervise all tree and root trimming operations. Remove low-hanging and unsound branches from remaining trees or shrubs using proper practices to trim tree branches and roots. Trim branches of trees extending over the roadbed to provide a clear height of at least fifteen (15) feet. Treat cut or scarred tree or shrub surfaces with an asphaltum-based paint manufactured for tree surgery.

Unless otherwise indicated in the Contract Documents, trees within the limits of construction shall be protected in accordance with the City's Ordinances.

102.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Backfill shall be constructed to the minimum compaction requirements identified in the Contract Documents. The Engineer shall verify the compaction of the backfill in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction.

102.05 Measurement and Payment

The Engineer shall measure general clearing and grubbing for payment by a lump sum of work performed and accepted. Progress payments shall be made as a percentage of the overall area of completed clearing and grubbing.

The Engineer shall measure clearing and grubbing of trees for payment by the size of each tree, within a defined diameter range, removed and accepted. The Engineer shall determine the diameter by measuring the circumference two (2) feet above the surrounding ground and dividing this measured circumference by 3.14.

The Engineer shall measure grubbing of stumps for payment by the size of each stump, within a defined diameter range, removed and accepted. The Engineer shall determine the diameter by measuring the circumference two (2) feet above the surrounding ground and dividing this measured circumference by 3.14.

The Engineer shall measure trimming of tree branches for payment by the labor-hours, excluding the first two (2) hours per tree, of tree branch trimming performed and accepted.

The Engineer shall measure trimming of tree roots for payment by the labor-hours, excluding the first two (2) hours per tree, of tree root trimming performed and accepted.

Tree and root trimming to obtain the necessary clearances that requires less than two (2) labor-hours per tree is subsidiary to items that the Contract provides direct payment.

The Engineer shall measure protection of trees for payment by each tree protected and accepted.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for removal and disposal of vegetation, trees, stumps, and all other objectionable or unwanted material, backfilling, compacting, and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Clearing and Grubbing – General	Lump Sum
Clearing and Grubbing Trees Over __ to __ Diameter	Each
Clearing and Grubbing Trees Over __ Diameter	Each
Grubbing Stumps Over __ to __ Diameter	Each
Grubbing Stumps Over __ Diameter	Each
Trim Tree Branch	Labor-Hour
Trim Tree Root	Labor-Hour
Protect Tree	Each

103 Pipes, Structures and Obstructions Removal

103.01 General

A. Description

This work includes removing, salvaging, backfilling, and/or disposing of sewer pipes, utility mains, manholes, inlets, railroad and streetcar rails and ties, guardrail, retaining walls, fences, headwalls, culverts, flared end sections of pipe, pipe supports, structures, steps and clearing of tracts as indicated in the Contract Documents or as directed by the Engineer.

B. Submittal Requirements

Refer to Section 100.01 B for submittal requirements.

103.02 Material Requirements

A. General

Refer to Section 100.02 for general material requirements.

103.03 Construction Requirements

A. General

Refer to Section 100.03 for general construction requirements, in addition to the following requirements. If identified in the Contract Documents for removal, remove each pipe, structure, and obstruction completely. Backfill and compact the resulting voids and cavities in accordance with Section 200. Unless otherwise indicated in the Contract Documents, the unit price bid for the removal of existing structures will include all right and title to the structure removed.

B. Pipe Removal

Remove pipes completely or as indicated in the Contract Documents. Excavate as necessary to accomplish the required removals and properly dispose of the removed materials. Backfill and compact the resulting voids and cavities in accordance with Section 200. If portions of pipes are to remain in place, abandon in accordance with Section 103.

C. Utility Main Removal

Remove utility mains completely or as indicated in the Contract Documents. Excavate as necessary to accomplish the required removals and properly dispose of the removed materials. Backfill and compact the resulting voids and cavities in accordance with Section 200. The Contractor shall verify and coordinate removal of abandoned utilities with the local Utility Company before commencing work of this nature.

D. Structure and Obstruction Removal

Remove structures or obstructions completely or as indicated in the Contract Documents. Excavate as necessary to accomplish the required removals. If portions of structures or obstructions are to remain in place, the Contractor shall saw cut a true line to separate the portions. Backfill and compact the resulting voids and cavities in accordance with Section 200.

If indicated in the Contract Documents for partial removal, or as directed by the Engineer, remove and salvage, or dispose of structures or obstructions to the horizontal limits and a minimum depth of three (3) foot below the existing ground or finished grade in excavation areas. Reface the discontinued end of an existing retaining wall left in place to match the original construction as nearly as possible.

Remove only the portions of structures indicated in the Contract Documents or those that interfere with the new construction when the Contract Documents provide for using any part of an existing structure in a new structure. Cut or chip and trim the connecting edges of the existing structure to the required lines and grades, without weakening or damaging that part of the retained structure.

E. Tract Clearing

Accomplish clearing of tracts by removing all foundations, basement walls, piling, driveways, walks, and other miscellaneous items encountered within the limits of the specific tract and disposing of all materials encountered in the work. Removal of walkway surfacing other than Portland cement concrete (PCC), brick, stone block, and asphaltic concrete pavement (ACP) is subsidiary to items for which the Contract provides direct payment. Remove basement walls and piling and all other miscellaneous removals encountered to a minimum depth of three (3) feet below finished grade elevation, or as directed by Engineer.

Contact the Metropolitan Utilities District to arrange for the gas service to be shut off. Disconnect all sewers and utilities encountered. Plug sewer service lines at the property line by constructing a pipe plug in accordance with Standard Plate 700-24. Remove all sewer service lines between the structure and the property line. Shut-off water service valves at the water main before abandoning.

The City reserves the right to sell and remove buildings from tracts before the commencement of work. If buildings are sold and removed from the tract prior to commencement, the City reserves the right to delete the bid item for removing the building and replace it with a bid item for the clearing of the tract. The City reserves the right to salvage valuable or reusable items such as doors, windows, and fixtures from buildings before the commencement of work.

F. Removal in Channels

Remove all bridges, culverts, or other drainage structures within the channel to the natural channel bottom or as directed by the Engineer. Remove portions of the drainage structure located outside the natural channel bottom to one (1) foot below the surface of the existing ground. Completely remove all steel and timber superstructures, substructures, and the top slabs and decks of all abandoned PCC and masonry bridges and culverts. Remove PCC and masonry abutments and walls to a minimum of two (2) feet below the subgrade, surface of slopes, or existing ground. Remove piers to the elevation of the streambed. Cut or drive piles two (2) feet below the finished grade in all areas except running streams. Cut piles to the elevation of the streambed in all running streams.

Do not use concrete or masonry rubble at the toe of slopes or berms, around new piers or culverts, as a stream bank anchor, or as rip rap, without written approval from the Engineer. Process all approved materials broken for use as rip rap to sizes less than one hundred fifty (150) pounds.

Backfill and compact the resulting voids and cavities in accordance with Section 200.

The Contractor may place rocks, broken concrete, or other solid materials less than six (6) inches in size in backfill areas other than those designated for placing or driving piling when approved in writing by the Engineer. Cover rocks, broken PCC, or other solid materials with at least two (2) feet of backfill material in accordance with Section 200.

G. Permanent Fixture Removal

Removal of fence, light poles, signs, guardrail, or other fixtures shall include removal of associated footings, posts, and all parts and materials to provide full and complete removal. Items designated for salvage shall be cleaned and delivered to the City.

H. Remove and Reset Guardrail

Remove and reset guardrail as indicated in the Contract Documents. Cable removed and to be reset shall be rolled on spools, and the length of cable on each spool shall not exceed two thousand (2,000) feet. Salvaged material and hardware designated for resetting shall be stored securely. The Contractor shall replace all existing materials damaged during removal at no additional cost to the City. All materials that the Engineer determines are not salvageable or needed by the City shall become property of the Contractor. The Contractor shall remove all non-salvageable material from the project site and dispose these materials in accordance with all applicable laws and regulations. The Contractor shall reset the guardrail at the locations indicated in the Contract Documents. End posts may be reset if the eight (8) inch by eight (8) inch by one-fourth (¼) inch plate is removed from the bottom of the post and a support bracket is installed on the post at the ground line. Extra line posts may be converted to end posts by removing hook bolts and installing an end post cap and a support bracket as indicated in the Contract Documents.

I. Remove and Relocate Fence

Remove and relocate fence shall be defined as removing and reinstalling in a different location as indicated in the Contract Documents. Salvage material in the existing fence and incorporate the material into the relocated fence. Store the salvaged materials until relocation in a safe and secure manner. Relocate to meet provisions for setting new fence as applicable. When posts are set in concrete, remove concrete from old posts and reset in new concrete. Replace fence material damaged beyond re-use. Payment for replacing non-reusable items shall be for material only based on invoiced cost; labor shall be incidental to items for which the Contract provides direct payment. Space the posts and attach fencing to the posts to match the original fence. Furnish and use new material to fasten members or wires to posts as necessary. New fastening materials are incidental to items for which the Contract provides direct payment.

J. Remove and Reinstall Fence

Remove and reinstall fence shall be defined as removing and reinstalling in the same location as indicated in the Contract Documents. Salvage material in the existing fence and incorporate the material into the reinstalled fence. Store the salvaged materials until reinstallation in a safe and secure manner. Reinstall to meet provisions for setting new fence as applicable. When posts are set in concrete, remove concrete from old posts and reset in new concrete. Replace fence material damaged beyond re-use. Payment for replacing non-reusable items shall be for material only based on invoiced cost; labor shall be incidental to items for which the Contract provides direct payment. Space the posts and attach fencing to the posts to match the original fence. Furnish and use new material to fasten members or wires to posts as necessary. New fastening materials are incidental to items for which the Contract provides direct payment.

103.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Backfill shall be constructed to the minimum compaction requirements identified in the Contract

Documents. The Engineer shall verify the compaction of the backfill in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction.

103.05 Measurement and Payment

The Engineer shall measure the removal of structures or obstructions by the structure or obstruction units indicated below, and shall be removed, salvaged or disposed of, and accepted. Salvaging of valuable or reusable items by the City shall not eliminate the bid item for removing the structure or obstruction. Excavation for removal and backfilling of any cavities or trenches created by such removal shall be subsidiary to items for which the Contract provides direct payment.

The Engineer shall measure clearing of tracts for payment by a lump sum of tract cleared, backfilled, and accepted.

The Engineer shall measure removal of sewer pipes for payment by the linear feet of the size of sewer pipe removed, backfilled, and disposed of, or salvaged, cleaned, delivered, and accepted.

The Engineer shall measure removal of culvert pipes for payment by the linear feet of the size of culvert pipe removed, backfilled, and disposed of, or salvaged, cleaned, delivered, and accepted.

The Engineer shall measure removal of manholes for payment by each manhole removed, backfilled, disposed of, and accepted.

The Engineer shall measure removal of inlets for payment by the type of each inlet removed, backfilled, disposed of, and accepted.

The Engineer shall measure removal of flared end sections for payment by the size of each flared end section removed, backfilled, disposed of, and accepted.

The Engineer shall measure removal of headwalls for payment by each headwall removed, backfilled, disposed of, and accepted.

The Engineer shall measure removal of pipe supports for payment by each pipe support removed, backfilled, disposed of, and accepted.

The Engineer shall measure removal of abandoned utility mains for payment by the linear feet of utility main removed, backfilled, and disposed of, or salvaged, cleaned, delivered, and accepted.

The Engineer shall measure removal of steps for payment by each flight of steps removed, backfilled, disposed of, and accepted. Individual steps shall not be counted, but the entire flight of steps shall be considered a single unit, unless otherwise indicated in the Contract Documents.

The Engineer shall measure removal of retaining walls for payment by the square feet of the type of initially exposed surface of wall removed, backfilled, disposed of, and accepted. Removal of additional materials and footings below the initial exposed surface shall be subsidiary to items for which the Contract provides direct payment.

The Engineer shall measure removal of streetcar rails or railroad rails for payment by the linear feet of rail removed, backfilled, and disposed of, or salvaged, cleaned, delivered, and accepted.

The Engineer shall measure removal of streetcar ties or railroad ties for payment by each tie removed, backfilled, disposed of, and accepted.

The Engineer shall measure removal of guardrails and posts for payment by the linear feet of guardrail removed, backfilled, and disposed of, or salvaged, cleaned, delivered, and accepted. The Engineer shall conduct measurements from center to center of end posts and shall not include the

distance of the section of beam elements or terminal sections projecting beyond these limits. Removal of such projections shall be subsidiary to items for which the Contract provides direct payment.

The Engineer shall measure removal and resetting guardrails and posts for payment by the linear feet of guardrail removed, reset, and accepted. The Engineer shall conduct measurements from center to center of end posts and shall not include the distance of the section of beam element projecting beyond these limits. Removal and resetting of such projections shall be subsidiary to items for which the Contract provides direct payment. Any new posts, offset blocks, hardware, and incidentals required to reset the guardrail shall be subsidiary to items for which the Contract provides direct payment.

The Engineer shall measure removal of fences for payment by the linear feet of fence removed, backfilled, disposed of, and accepted. Removal of posts, post footings, and other associated objects shall be subsidiary to items for which the Contract provides direct payment.

The Engineer shall measure removal and relocation of fences for payment by the linear feet of fence removed, backfilled, salvaged, cleaned, installed in a different location, and accepted. Removal and relocation of posts, post footings, and other associated objects shall be subsidiary to items for which the Contract provides direct payment. Payment for replacing non-reusable items shall only be for material based on submitted invoiced costs; labor shall be incidental to items for which the Contract provides direct payment.

The Engineer shall measure removal and reinstallation of fences for payment by the linear feet of fence removed, backfilled, salvaged, cleaned, reinstalled in the same location, and accepted. Removal and reinstallation of posts, post footings, and other associated objects shall be subsidiary to items for which the Contract provides direct payment. Payment for replacing non-reusable items shall only be for material based on submitted invoiced costs; labor shall be incidental to items for which the Contract provides direct payment.

The Engineer shall measure removal of yard lights, signs and other permanent improvements for payment as defined by the Contract Documents. Removal of such items shall include removing, backfilling, and disposing of or salvaging of all posts, materials, and appurtenances associated with each item of removal.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for removing, salvaging and storing, and/or disposing of sewer pipes, utility mains, manholes, inlets, railroad and streetcar rails and ties, buildings, guardrail, retaining walls, fences, headwalls, culverts, flared end sections of pipes, pipe supports, structures, steps, clearing of tracts, surplus material, and all miscellaneous material encountered; excavation; backfilling; and for furnishing all labor, materials, equipment, tools and all incidentals required to complete the work. Unless otherwise indicated in the Contract Documents, the Contract Price shall include all right and title to the structures or obstructions removed.

Description	Unit
Clear Tract	Lump Sum
Remove __ or Smaller Sewer Pipe	Linear Foot
Remove __ to __ Sewer Pipe	Linear Foot
Remove __ Sewer Pipe	Linear Foot
Remove __ or Smaller Culvert Pipe	Linear Foot
Remove Culvert Pipe Over __ to __	Linear Foot
Remove __ Culvert Pipe	Linear Foot
Remove Manhole	Each
Remove ___ Inlet	Each
Remove Flared End Section (less than __)	Each
Remove Flared End Section (__ to __)	Each
Remove Flared End Section over __ to __	Each
Remove Headwall	Each
Remove Pipe Support	Each
Remove Abandoned ___ Main	Linear Foot
Remove Steps	Each
Remove Concrete Retaining Wall	Square Foot
Remove Rip-Rap Retaining Wall	Square Foot
Remove Railroad Rail	Linear Foot
Remove Streetcar Rail	Linear Foot
Remove Railroad Ties	Each
Remove Streetcar Ties	Each
Remove Guardrail	Linear Foot
Remove and Reset Guardrail	Linear Foot
Remove ___ Fence	Linear Foot
Remove and Relocate ___ Fence	Linear Foot
Remove and Reinstall ___ Fence	Linear Foot
Remove ___	Each

SECTION 200 – EARTHWORK

200 Earthwork

200.01 General

A. Description

The information, submittal requirements, material requirements, and construction requirements shall apply to all subsections within Section 200 unless otherwise specified. This section includes earthwork, excavation and embankment, subgrade preparation, fly ash stabilization of soils and subgrade, supplying and placing flowable fill, and backfilling, compaction, drainage control, erosion control, and dust control necessary to meet the requirements of the Contract Documents or applicable state and federal laws.

B. Submittal Requirements

The Contractor shall submit, in accordance with Section 7.16, the following submittals:

1. Excess and Unsuitable Material Disposal

The Contractor shall identify in writing the location(s) of the excess and unsuitable material disposal site and provide this to the Engineer at the pre-construction meeting. The Contractor shall be responsible for maintaining a log recording the disposal dates, description of material, and approximate amount of material hauled.

2. Borrow Site Location

The Contractor shall provide the Engineer an aerial photo of the proposed borrow site location, a copy of all necessary permits, and a copy of a soils analysis report prepared by an independent geotechnical firm. The Contractor shall be responsible for determining the necessity and obtaining any permits for the proposed borrow site. Examples of such permits may include, but shall not be limited to, a Storm Water Pollution Prevention Plan (SWPPP), a National Pollutant Discharge Elimination System (NPDES) permit, a 404 Clean Water Act permit, a 401 Water Quality certification, or other permits required by government and regulatory agencies. The soils analysis report shall include a classification of the major types of soil present on the site, a proctor test of the soil(s), and a statement certifying the borrow material is generally free of debris, suitable for the intended use, and in compliance with the Contract Documents. The Engineer reserves the right to accept or reject such location based on the submitted information regarding the proposed borrow material only. In the event the borrow site location is rejected, the Contractor shall submit an alternate borrow site location for approval.

3. Fly Ash Stabilization

The Contractor shall provide certification that the fly ash material complies with the requirements for Class C Fly Ash in accordance with ASTM C593, Standard Specification for Fly Ash and Other Pozzolans for Use with Lime for Soil Stabilization.

4. Flowable Fill Mix Design

200.02 Material Requirements

A. Borrow Material

Borrow material shall consist of silt (ML), silty clay (CL-ML) or lean clay (CL) materials as determined in accordance with ASTM D2487, Standard Practice for Classification of Soils for Engineering Purposes. Borrow material shall meet the moisture content requirements of Table 200.01. Borrow material shall be free of debris, vegetation, frozen material, and organic matter. The Contractor shall not be allowed to begin work at borrow sites until the Engineer has accepted the submittal information.

B. Unsuitable Materials

Unsuitable materials shall include all materials that contain debris, roots, organic or frozen materials, stone having a maximum dimension larger than three (3) inches for the upper twelve (12) inches of fill, stones having a maximum dimension larger than six (6) inches for the remainder of the fill, or any other materials determined by the Engineer to be unsuitable for providing a stable slope, embankment, backfill, or subgrade. Material with a moisture content not meeting the requirements of Table 200.01 shall not be classified as unsuitable material unless it cannot be manipulated, aerated, or blended with other materials as determined by the Engineer. Such material alteration shall be performed in accordance with Section 200.03 C and 201.

C. Topsoil

Refer to Section 800 for topsoil material requirements.

200.03 Construction Requirements

A. Equipment

Use equipment in working condition and designed for use in the manner proposed. Use compaction equipment and techniques that consistently produce the required compaction throughout the depth of the compacted lift. Do not use equipment that produces a smooth, glossy surface or detrimental laminations within the compacted lifts. A drop hammer shall not be used for compaction.

Use techniques that avoid damaging utilities located within the limits of the proposed construction. Notify the Engineer of any utilities that interfere with the proposed work. Repair any damage to the utilities or related services to the satisfaction of the utility owner at no additional cost to the City.

B. Compaction

Compact the material uniformly so that it does not yield under repeated loading by heavy trucks or equipment. Construct the earthwork to meet the requirements of Table 200.01. The maximum dry density and optimum moisture shall be determined in accordance with ASTM D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)); or ASTM D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3)).

Table 200.01
Earthwork Compaction Requirements

Description	Locations (Typical)	Depth Below Pavement or Finished Grade	Minimum Compaction Requirement	Acceptable Moisture Range
Subgrade Preparation	Under and within 4' of edge of **rigid** pavement; under driveways, recreational trails, sidewalks*	Bottom of pavement to 1' below pavement	90% of Maximum Dry Density (MOD) (ASTM D1557)	3% Below to 4% Above Optimum Moisture Content (Typical)
Subgrade Preparation	Under and within 4' of edge of **flexible** pavement; under recreational trails	Bottom of pavement to 1' below pavement	92% of Maximum Dry Density (MOD) (ASTM D1557)	3% Below to 4% Above Optimum Moisture Content (Typical)
Shoulder Preparation	Back of curbs; adjacent to finished driveways, recreational trails, sidewalks	Top of finished grade to top of prepared subgrade	92% of Maximum Dry Density (STD) (ASTM D698)	3% Below to 4% Above Optimum Moisture Content (Typical)
Backfill	Trenches, structures, voids from removal of objects	1' to 5' below pavement (all locations, all excavation widths)	95% of Maximum Dry Density (STD) (ASTM D698)	3% Below to 4% Above Optimum Moisture Content (Typical)
Backfill	Trenches, structures, voids from removal of objects	Greater than 5' below pavement (all locations)**	92% of Maximum Dry Density (STD) (ASTM D698)	3% Below to 6% Above Optimum Moisture Content (Typical)
Embankment	Fill areas, slopes, areas beyond pavement	Greater than 1' (all locations)	95% of Maximum Dry Density (STD) (ASTM D698)	3% Below to 4% Above Optimum Moisture Content (Typical)
Embank-ment, Fine Grading	Fill areas, slopes, areas beyond pavement	Less than 1' (all locations)	92% of Maximum Dry Density (STD) (ASTM D698)	3% Below to 4% Above Optimum Moisture Content (Typical)

*All sidewalk thicknesses require 6" subgrade preparation.

**Excavations and trenches wider than 6' require 95% of Maximum Dry Density (STD) (ASTM D698) (-3% to +4% Moisture Content).

Any removal, manipulation, aeration, replacement, and re-compaction of suitable materials necessary to obtain the required compaction shall be considered incidental to items for which the Contract provides direct payment.

C. Unsuitable Material Excavation

The Contractor shall inform the Engineer of material suspected to be unsuitable. The Engineer shall evaluate the materials and determine if the materials are unsuitable for construction. Remove all unsuitable materials to the depth required by the Contract Documents or as directed by the Engineer. After removal of the unsuitable materials, backfill the unsuitable material excavation in accordance with Section 205. Properly dispose of unsuitable excavated materials in accordance with submittal requirements, on-site, as indicated in the Contract Documents, or as directed by the Engineer. Do not place unsuitable material in wetlands or other legally protected areas.

D. Site Protection from Weather

The Contractor shall provide adequate drainage control to protect the work site, and shall construct drainage facilities and erosion control measures necessary to divert or store runoff, and protect the natural ground, fill, cut, or trenches of the project. This work shall be constructed in accordance with Section 100. Unless otherwise indicated in the Contract Documents, this work shall be considered incidental to items for which the Contract provides direct payment.

E. Dust Control

The Contractor shall be responsible for controlling dust generated from the project site. Dust control methods may include, but not be limited to, applying water or dust palliative and covering active and inactive stockpiles. Dust control shall be performed when soil disturbing activities are being performed, or when directed by the Engineer. Soil disturbing activities include, but are not limited to, earthwork, excavation and trenching, paving, and when vehicles are entering and leaving the job site. Dust control shall be incidental to other items for which the Contract provides direct payment.

F. Hazardous Materials

In the event hazardous materials or hazardous waste is encountered, the Contractor shall proceed in accordance with Section 4.06, and all applicable state and federal laws.

201 Excavation and Embankment

201.01 General

A. Description

This work includes all excavation and embankment necessary for construction to prepare and complete the alignments, grades, and cross sections as indicated in the Contract Documents. Unless otherwise indicated in the Contract Documents, this work includes removal, disposal, and backfill of all materials encountered, including rock, earth, and unsuitable materials to the extent necessary for completing all work.

B. Submittal Requirements

Refer to Section 200.01 B for submittal requirements.

201.02 Material Requirements

A. General

Refer to Section 200.01 B for submittal requirements.

201.03 Construction Requirements

A. General

Refer to Section 200.03 for general construction requirements, in addition to the following requirements. Clearing and grubbing requirements shall be in accordance with Section 100.

B. Excavation

Excavate to the lines, grades, and cross sections indicated in the Contract Documents. Grade excavation surfaces to be smooth and uniform. The finished elevation of the excavation shall be within one-tenth (0.1) foot of the design elevation.

Dispose of excess excavated material as indicated in the Contract Documents or as directed by the Engineer. Do not place excess material in wetlands or other legally protected areas. The Engineer must approve the wasting of any excess excavated material. At the discretion of the Engineer, the Contractor may use suitable excess material to widen embankments and flatten slopes within the project. Obtain written arrangements with property owners and governmental authorities for disposal locations outside the project limits, in accordance with the submittal requirements in Section 200.01 B. Grade abandoned roadways to match the existing or original ground contour, or in accordance with the Contract Documents.

Prepare and compact the upper twelve (12) inches of excavated areas in accordance with Table 200.01. Perform all work required, including the application of water if necessary, to accomplish compaction of suitable materials at no additional cost to the City.

C. Unsuitable Material Excavation

Refer to Section 200.03 C for unsuitable material excavation requirements.

D. Embankment

The Contractor shall use on-site suitable excavation materials before using borrow material. Provide off-site borrow material when indicated in the Contract Documents. Do not obtain borrow material from any location within the project limits that is not identified as a borrow area in the Contract Documents.

Before beginning embankment construction, scarify the underlying surface to a minimum depth of six (6) inches, and then compact the scarified materials to the minimum density specified in Table 200.01. Scarify existing roadways to a minimum depth of six (6) inches and uniformly distribute the scarified materials across the full width of the embankment before commencing embankment construction.

Place embankment materials in uniform horizontal layers not exceeding eight (8) inches loose lift thickness. Level and compact each layer of the embankment material to the minimum density specified in Table 200.01, before placing additional layers. The Contractor shall adjust the moisture content as necessary to fulfill moisture requirements of Table 200.01. The Engineer reserves the right to alter the thickness of the lifts to meet the specific conditions of the project site. Place successive lifts in a manner that does not significantly alter the moisture content or density of previously completed lifts. No embankment material shall be placed, spread, or rolled while it is frozen or thawing, or during unfavorable weather conditions. When the work is interrupted by heavy rain, embankment operations shall not be resumed until field tests by the Engineer indicate that the moisture content and density of the embankment are satisfactory.

Step the sides of existing natural or embankment slopes steeper than 1V:3H. The vertical depth of the step shall be less than one (1) foot and the vertical face shall be no steeper than 1V:1H. The base of the step shall be nearly horizontal. Extend the face horizontally into the existing natural or embankment slope until encountering stable soils. Horizontal cuts shall begin at the intersection of the ground line and the vertical side of the previous bench. Compact the materials excavated as part of stepping operations with the new embankment material.

Construct embankment to the lines, grades, and cross sections as indicated in the Contract Documents. Grade completed embankment surfaces to be smooth and uniform. The final elevation of the embankment shall be within one-tenth (0.1) foot of the design elevation.

201.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Excavation and embankment shall be constructed to the minimum compaction requirements identified in the Contract Documents. The Engineer shall verify the compaction of the excavation and embankment in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction. Any failing tests shall be excavated, re-compacted, and retested at no additional cost to the City. The limits of the failed area shall be determined by additional testing at intervals determined by the Engineer.

201.05 Measurement and Payment

All costs associated with obtaining and excavating a sufficient amount of off-site borrow materials are subsidiary to items for which the Contract provides direct payment. Any costs associated with obtaining permits or approvals are subsidiary to items for which the Contract provides direct payment. The cost of stockpiling or excavation of stockpiled materials, both on-site or off-site, before use or during the performance of the work, is subsidiary to items for which the Contract provides direct payment. Scarifying existing roadways is subsidiary to items for which the Contract provides direct payment. The cost of delays due to utilities located within the limits of the proposed construction is incidental to excavation or embankment construction. Coordination with utilities shall be the Contractor's responsibility and is considered subsidiary to items for which the Contract provides direct payment.

Any removal, manipulation, aeration, replacement, and re-compaction of suitable materials necessary to obtain the required compaction shall be considered incidental to items for which the Contract provides direct payment.

The Engineer shall measure excavations on-site for payment by the cubic yards of on-site material excavated and accepted. Unless otherwise indicated in the Contract Documents, the quantity for excavation on-site shall be an established quantity. The Engineer reserves the right to verify the excavation quantity by cross-sections. The Engineer shall exclude suitable materials temporarily removed and replaced to aid in compaction or re-compaction efforts. Embankment construction using on-site excavated materials will not be paid for separately, but shall be considered incidental to items for which the Contract provides direct payment.

Unless otherwise indicated in the Contract Documents, excavations haul-off shall be considered incidental to items for which the Contract provides direct payment. Unless otherwise indicated in the Contract Documents, the quantity for excavation haul-off shall be an established quantity. When indicated in the Contract Documents, the Engineer shall measure excavations haul-off for payment by the cubic yards of material excavated, hauled off-site, and accepted. The Engineer reserves the right to verify the excavation quantity by cross-sections or topographic survey.

The Engineer shall measure unsuitable materials for payment by the cubic yards of material excavated, replaced, compacted, and accepted. The Engineer shall measure the volume of unsuitable material excavated in its original position by the method of average end areas. The Engineer reserves the right to verify the unsuitable material excavation quantity by cross-sections or topographic survey.

Unless otherwise indicated in the Contract Documents, the quantity for embankment-borrow shall be an established quantity. The Engineer shall measure embankment-borrows for payment by the cubic yards of material hauled in, constructed, and accepted. The Engineer shall measure the volume of embankment constructed in its final position (actual amount of embankment constructed, not borrow material excavated). The Engineer will not include any surplus material placed outside the limits identified in the Contract Documents in the measurement for payment. The Engineer reserves the right to verify the embankment quantity by cross-sections or topographic survey.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for excavation, embankment construction, material hauling, stockpiling, preparing slopes, stepping, disposal of surplus material and unsuitable material, grading, shaping, manipulation of excavation or embankment materials, compacting, watering, re-compacting, finishing, and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Excavation On-Site	Cubic Yard
Excavation Haul-Off	Cubic Yard
Unsuitable Material	Cubic Yard
Embankment-Borrow	Cubic Yard

201 Excavation and Embankment

201.01 General

A. Description

This work includes all excavation and embankment necessary for construction to prepare and complete the alignments, grades, and cross sections as indicated in the Contract Documents. Unless otherwise indicated in the Contract Documents, this work includes removal, disposal, and backfill of all materials encountered, including rock, earth, and unsuitable materials to the extent necessary for completing all work.

B. Submittal Requirements

Refer to Section 200.01 B for submittal requirements.

201.02 Material Requirements

A. General

Refer to Section 200.01 B for submittal requirements.

201.03 Construction Requirements

A. General

Refer to Section 200.03 for general construction requirements, in addition to the following requirements. Clearing and grubbing requirements shall be in accordance with Section 100.

B. Excavation

Excavate to the lines, grades, and cross sections indicated in the Contract Documents. Grade excavation surfaces to be smooth and uniform. The finished elevation of the excavation shall be within one-tenth (0.1) foot of the design elevation.

Dispose of excess excavated material as indicated in the Contract Documents or as directed by the Engineer. Do not place excess material in wetlands or other legally protected areas. The Engineer must approve the wasting of any excess excavated material. At the discretion of the Engineer, the Contractor may use suitable excess material to widen embankments and flatten slopes within the project. Obtain written arrangements with property owners and governmental authorities for disposal locations outside the project limits, in accordance with the submittal requirements in Section 200.01 B. Grade abandoned roadways to match the existing or original ground contour, or in accordance with the Contract Documents.

Prepare and compact the upper twelve (12) inches of excavated areas in accordance with Table 200.01. Perform all work required, including the application of water if necessary, to accomplish compaction of suitable materials at no additional cost to the City.

C. Unsuitable Material Excavation

Refer to Section 200.03 C for unsuitable material excavation requirements.

D. Embankment

The Contractor shall use on-site suitable excavation materials before using borrow material. Provide off-site borrow material when indicated in the Contract Documents. Do not obtain borrow material from any location within the project limits that is not identified as a borrow area in the Contract Documents.

Before beginning embankment construction, scarify the underlying surface to a minimum depth of six (6) inches, and then compact the scarified materials to the minimum density specified in Table 200.01. Scarify existing roadways to a minimum depth of six (6) inches and uniformly distribute the scarified materials across the full width of the embankment before commencing embankment construction.

Place embankment materials in uniform horizontal layers not exceeding eight (8) inches loose lift thickness. Level and compact each layer of the embankment material to the minimum density specified in Table 200.01, before placing additional layers. The Contractor shall adjust the moisture content as necessary to fulfill moisture requirements of Table 200.01. The Engineer reserves the right to alter the thickness of the lifts to meet the specific conditions of the project site. Place successive lifts in a manner that does not significantly alter the moisture content or density of previously completed lifts. No embankment material shall be placed, spread, or rolled while it is frozen or thawing, or during unfavorable weather conditions. When the work is interrupted by heavy rain, embankment operations shall not be resumed until field tests by the Engineer indicate that the moisture content and density of the embankment are satisfactory.

Step the sides of existing natural or embankment slopes steeper than 1V:3H. The vertical depth of the step shall be less than one (1) foot and the vertical face shall be no steeper than 1V:1H. The base of the step shall be nearly horizontal. Extend the face horizontally into the existing natural or embankment slope until encountering stable soils. Horizontal cuts shall begin at the intersection of the ground line and the vertical side of the previous bench. Compact the materials excavated as part of stepping operations with the new embankment material.

Construct embankment to the lines, grades, and cross sections as indicated in the Contract Documents. Grade completed embankment surfaces to be smooth and uniform. The final elevation of the embankment shall be within one-tenth (0.1) foot of the design elevation.

201.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Excavation and embankment shall be constructed to the minimum compaction requirements identified in the Contract Documents. The Engineer shall verify the compaction of the excavation and embankment in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction. Any failing tests shall be excavated, re-compacted, and retested at no additional cost to the City. The limits of the failed area shall be determined by additional testing at intervals determined by the Engineer.

201.05 Measurement and Payment

All costs associated with obtaining and excavating a sufficient amount of off-site borrow materials are subsidiary to items for which the Contract provides direct payment. Any costs associated with obtaining permits or approvals are subsidiary to items for which the Contract provides direct payment. The cost of stockpiling or excavation of stockpiled materials, both on-site or off-site, before use or during the performance of the work, is subsidiary to items for which the Contract provides direct payment. Scarifying existing roadways is subsidiary to items for which the Contract provides direct payment. The cost of delays due to utilities located within the limits of the proposed construction is incidental to excavation or embankment construction. Coordination with utilities shall be the Contractor's responsibility and is considered subsidiary to items for which the Contract provides direct payment.

Any removal, manipulation, aeration, replacement, and re-compaction of suitable materials necessary to obtain the required compaction shall be considered incidental to items for which the Contract provides direct payment.

The Engineer shall measure excavations on-site for payment by the cubic yards of on-site material excavated and accepted. Unless otherwise indicated in the Contract Documents, the quantity for excavation on-site shall be an established quantity. The Engineer reserves the right to verify the excavation quantity by cross-sections. The Engineer shall exclude suitable materials temporarily removed and replaced to aid in compaction or re-compaction efforts. Embankment construction using on-site excavated materials will not be paid for separately, but shall be considered incidental to items for which the Contract provides direct payment.

Unless otherwise indicated in the Contract Documents, excavations haul-off shall be considered incidental to items for which the Contract provides direct payment. Unless otherwise indicated in the Contract Documents, the quantity for excavation haul-off shall be an established quantity. When indicated in the Contract Documents, the Engineer shall measure excavations haul-off for payment by the cubic yards of material excavated, hauled off-site, and accepted. The Engineer reserves the right to verify the excavation quantity by cross-sections or topographic survey.

The Engineer shall measure unsuitable materials for payment by the cubic yards of material excavated, replaced, compacted, and accepted. The Engineer shall measure the volume of unsuitable material excavated in its original position by the method of average end areas. The Engineer reserves the right to verify the unsuitable material excavation quantity by cross-sections or topographic survey.

Unless otherwise indicated in the Contract Documents, the quantity for embankment-borrow shall be an established quantity. The Engineer shall measure embankment-borrows for payment by the cubic yards of material hauled in, constructed, and accepted. The Engineer shall measure the volume of embankment constructed in its final position (actual amount of embankment constructed, not borrow material excavated). The Engineer will not include any surplus material placed outside the limits identified in the Contract Documents in the measurement for payment. The Engineer reserves the right to verify the embankment quantity by cross-sections or topographic survey.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for excavation, embankment construction, material hauling, stockpiling, preparing slopes, stepping, disposal of surplus material and unsuitable material, grading, shaping, manipulation of excavation or embankment materials, compacting, watering, re-compacting, finishing, and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Excavation On-Site	Cubic Yard
Excavation Haul-Off	Cubic Yard
Unsuitable Material	Cubic Yard
Embankment-Borrow	Cubic Yard

202 Subgrade Preparation

202.01 General

A. Description

This work includes grading, shaping, scarifying, drying, watering, reshaping, and compacting embankments and excavated areas intended to be subgrade. This work shall be performed in accordance with Table 200.01 using equipment and hand work to produce a smooth surface conforming to the lines, grades and cross sections indicated in the Contract Documents or established by the Engineer, and disposing of surplus material. This work also includes trimming the subgrade to match lines, grades and cross sections and adjusting grade lines to meet intersections, pavements, bridge ends, railroad crossings, or any other physical features identified in the Contract Documents or as directed by the Engineer. Additionally, this work includes reconstructing the subgrade after removing existing pavements in preparation for pavement reconstruction.

B. Submittal Requirements

Refer to Section 200.01 B for submittal requirements.

202.02 Material Requirements

A. General

Refer to Section 200.02 for general material requirements.

202.03 Construction Requirements

A. General

Refer to Section 200.03 for general construction requirements, in addition to the following requirements. Scarify the subgrade to a minimum depth of twelve (12) inches below final subgrade elevation, then compact as required in Table 200.01. Shape or high trim the subgrade over the full width of the roadway to an elevation between zero to one-tenth (0.0 to 0.1) foot above the finished subgrade elevation. Compaction tests shall not be performed until the above construction activities have been performed.

Excavate and dispose of any unsuitable subgrade materials identified by the Engineer. Replace such materials using suitable soils, crushed aggregate or recycled concrete base course, or other method of stabilization, to the lines and grades indicated in the Contract Documents or as directed by the Engineer. The Contractor shall provide adequate drainage control to protect the subgrade at no additional cost to the City. Repair unsuitable subgrade locations caused by the Contractor's operations at no additional cost to the City.

Grade or final trim the subgrade surface to be smooth before constructing the base or surface course. The maximum allowable variation above the finished subgrade elevation shall be one-fourth (¼) inch. Smooth roll the finished subgrade surface to seal the top layer of the subgrade.

Trimmed material not needed for the construction of additional embankment width may be temporarily stored for use in shoulder construction, pavement backfill, or flattening embankment slopes. Stockpile or windrow such material in a manner and at such locations that allow for adequate drainage away from the subgrade, sub-base, or base course. Do not store such material in the traveled path when traffic is to be maintained through the construction area. Dispose of all excess trimmed material offsite unless otherwise directed by

the Engineer. Maintain the prepared subgrade until construction of base or surface course is complete. Correct all damaged sections to fulfill the requirements of Table 200.01 before constructing the base or surface course.

B. Unsuitable Subgrade Material

Unsuitable subgrade material meeting the description of Section 200.02 B encountered within the roadway from finished subgrade elevation to a depth two (2) feet below such elevation shall be removed and replaced as directed by the Engineer. Any unsuitable material encountered outside these limits shall be considered unsuitable earthwork as described in Section 201. Excavate unsuitable subgrade materials to the depth required by the Contract Documents or as directed by the Engineer. After removal of the unsuitable subgrade materials, backfill the unsuitable subgrade material excavation in accordance with the requirements of Table 200.01. Dispose of excavated unsuitable subgrade material in accordance with Section 200. Do not place unsuitable subgrade materials in wetlands or other legally protected areas.

202.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Subgrade preparation shall be constructed to the minimum compaction requirements identified in the Contract Documents. The Engineer shall verify the compaction of the subgrade in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction. Any failing tests shall be excavated, re-compacted, and retested at no additional cost to the City. The limits of the failed area shall be determined by additional testing at intervals determined by the Engineer.

202.05 Measurement and Payment

Unless otherwise indicated in the Contract Documents, subgrade preparation is subsidiary to items for which the Contract provides direct payment.

Any removal, manipulation, aeration, replacement, and re-compaction of suitable materials necessary to obtain the required compaction shall be considered incidental to items for which the Contract provides direct payment.

When indicated in the Contract Documents, the Engineer shall measure subgrade preparations for payment by the stations of subgrade prepared and accepted. A station shall be defined as a one hundred (100) foot increment in the longitudinal direction along each street centerline as indicated in the Contract Documents and full width of the street in the transverse direction.

When indicated in the Contract Documents, the Engineer shall measure subgrade preparations for payment by the square yard of subgrade prepared and accepted. The quantity for payment shall be the overlying square yards of rigid or flexible pavement.

The Engineer shall measure unsuitable subgrade materials for payment by the cubic yards of material removed, replaced, compacted, and accepted. The Engineer shall measure the volume of material removed and replaced by identifying initial cross-sections before removal and final cross-sections after removal. The difference between the initial and final cross sections shall be the measured quantity.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for removing, replacing, material hauling, stockpiling, preparing slopes, disposal of surplus and unsuitable material, grading, shaping, scarifying, manipulation of materials, compacting, watering, re-compacting, finishing; and

for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Subgrade Preparation	Station
Subgrade Preparation	Square Yard
Unsuitable Subgrade Material	Cubic Yard

301 Aggregate Subbase/Base Course

301.01 General

A. Description

This work includes furnishing, placing, shaping, scarifying, drying, watering, and compacting an aggregate subbase/base course to provide a firm and stable foundation for subsequent construction in accordance with the lines, grades, and cross sections indicated in the Contract Documents, or as directed by the Engineer. This work may include furnishing and installing biaxial geotextile grid and geotextile fabric.

B. Submittal Requirements

Refer to Section 300.01 B for submittal requirements.

301.02 Material Requirements

A. General

Refer to Section 300.02 for general material requirements, in addition to the following requirements.

B. Aggregate

Aggregate physical property requirements shall be in accordance with Section 300.02. The aggregate gradation shall conform to the requirements of Table 301.01.

Table 301.01
Aggregate Gradation Requirements

Sieve Size	Allowable Percent Passing
1 ½“	100
¾”	80±15
⅜”	53±17
#10	20±10
#200	5±5

301.03 Construction Requirements

A. General

Refer to Section 300.03 for general construction requirements.

301.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Aggregate shall be constructed to the minimum compaction and thickness requirements identified in the Contract Documents. The Engineer shall verify the compaction and thickness of the aggregate in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction.

301.05 Measurement and Payment

Reworking aggregate layers is subsidiary to items for which the Contract provides direct payment. Addition of water to obtain the moisture content necessary to meet compaction requirements is subsidiary to items that the Contract provides direct payment.

The Engineer shall measure aggregate subbase courses for payment by either the square yards or tons of aggregate supplied, constructed, compacted, and accepted.

The Engineer shall measure aggregate base courses for payment by either the square yards or tons of aggregate supplied, constructed, compacted, and accepted.

The Engineer shall measure biaxial geotextile grids for payment by the square yards of biaxial geotextile grid supplied, installed, and accepted, excluding overlap.

The Engineer shall measure geotextile fabrics for payment by the square yards of geotextile fabric supplied, installed, and accepted, excluding overlap.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for supplying, placing, compacting, and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Construct Aggregate Subbase Course	Square Yard
Construct Aggregate Subbase Course	Ton
Construct Aggregate Base Course	Square Yard
Construct Aggregate Base Course	Ton
Install Biaxial Geotextile Grid	Square Yard
Install Geotextile Fabric	Square Yard

801 Topsoil

801.01 General

A. Description

This work includes the removal of topsoil from cut or fill areas in such quantity as required to cover the slopes, ditches, and shoulders in accordance with the Contract Documents; loading, hauling, stockpiling if necessary; and the subsequent placing, spreading and finishing of the topsoil material in accordance with the Contract Documents or as directed by the Engineer.

B. Submittal Requirements

Refer to Section 800.01 B for submittal requirements.

801.02 Material Requirements

A. General

Material requirements shall be in accordance with the Contract Documents, in addition to the following requirements.

B. Topsoil

Topsoil material shall be loam, sandy loam, silty clay loam, or clay loam humus-bearing soils. Imported topsoil shall be in accordance with ASTM D5268, Standard Specification for Topsoil Used for Landscaping Purposes. The Contractor shall reuse topsoil removed and stockpiled on the project unless otherwise indicated in the Contract Documents or authorized by the Engineer.

C. Amended Topsoil

When indicated in the Contract Documents, amended topsoil shall be existing topsoil that is mixed with an organic soil additive. Organic soil additive shall be in accordance with Table 801.01. The amended topsoil shall contain between five (5) percent to ten (10) percent organic matter.

Table 801.01
Organic Soil Additive Criteria

Description	Requirements
Passing ½" Sieve	100%
pH	Between 6 and 8
Manufactured Inert Material Content (Plastic, Concrete, Ceramics, Metal, etc.)	Less than 1.0% by Weight
Organic Matter	Between 35% and 65%
Soluble Salt Content	Less than 6.0 mmhos/cm
Maturity	Greater than 80%
Stability	Less than or equal to 7
Carbon/Nitrogen Ratio	Less than 25:1
Trace Metal Test Result	"Pass"
Dry Bulk Density	Between 40 and 50 lbs/ft^3

"Oma-Gro" organic soil additive may be available to the Contractor for use as an organic soil additive. The Contractor shall be responsible for determining the availability of "Oma-Gro"

material prior to bidding the project. The cost for the Contractor to provide, haul, and mix the "Oma-Gro" product from the City's facility at the Papillion Creek Wastewater Treatment Plant shall be considered incidental to items for which the Contract provides direct payment. The amount of "Oma-Gro" to be incorporated shall be determined by the City.

801.03 Construction Requirements

A. General

Complete clearing and grubbing operations in accordance with Section 100 before removing the topsoil. Install all appropriate erosion and sediment controls in accordance with the Contract Documents and Section 100 before removing topsoil. Remove topsoil in a manner that avoids incorporating subsoil or other foreign materials with the topsoil. Remove topsoil to a minimum depth of six (6) inches unless otherwise indicated in the Contract Documents or as directed by the Engineer.

Stockpile topsoil before beginning earthwork operations. Stockpiles shall not interfere with natural drainage or cause off-site sediment damage. The Contractor shall limit stockpile side slopes to a ratio of 1V:3H. Immediately upon completion of daily stockpiling activities, the Contractor shall surround all stockpiles with erosion and sediment controls. The Contractor may enter agreements with adjacent landowners, or other persons for areas to stockpile the topsoil material. Such agreements shall remain separate from the Contract.

Place topsoil during conditions favorable for grading, sodding, and seeding. Before placing topsoil, scarify areas receiving topsoil to a minimum depth of two (2) inches. Place topsoil evenly to a lightly compacted depth of at least four (4) inches. Remove clods, rocks, twigs, and other foreign material greater than one (1) inch diameter. Dress the entire surface to present a uniform appearance. Add water as necessary to facilitate shaping. The finished work shall conform to the lines, grades, slopes, and typical cross sections indicated in the Contract Documents. Correct surface irregularities to prevent the formation of depressions or water pockets. Prepare the topsoil for seed and/or sod installation in accordance with Sections 802 and/or 803.

Dispose of any excess topsoil to be removed from the project. Such removal and disposal is subsidiary to items for which the Contract provides direct payment.

B. Amended Topsoil

The Contractor shall notify the Engineer five (5) days prior to the start of amended topsoil activities. If the Contractor is allowed to use "Oma-Gro", the Contractor shall notify the Engineer five (5) days in advance to schedule pick up of the "Oma-Gro" material.

In previously disturbed areas where topsoil has been removed and stockpiled, the Contractor shall place the amended topsoil in accordance with the Contract Documents or Section 801.03 A. Amending topsoil may be accomplished by mixing the organic soil additive with a stockpile of topsoil material then placing, or by spreading the organic soil additive over replaced topsoil and mixing together in place.

In previously undisturbed areas, organic soil additive may be spread over undisturbed native soil to a depth of three (3) inches and incorporated into the native soil to a total depth of six (6) inches. Fertilizer shall not be added when using "Oma-Gro".

801.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents.

801.05 Measurement and Payment

The Engineer shall measure topsoil removals for payment by the square yards of topsoil removed, stockpiled, and accepted.

The Engineer shall measure topsoil placement for payment by the square yards of topsoil placed and accepted.

The Engineer shall measure amended topsoils for payment by the square yards of topsoil placed, organic soil additive placed and fully incorporated into topsoil, and accepted. When "Oma-gro" is used, hauling of the material shall be incidental to items for which the Contract provides direct payment.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for all excavating, loading, hauling, stockpiling, furnishing, placing, incorporating, shaping, grading, and applying water; for disposing of excess material; and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Remove Topsoil	Square Yard
Place Topsoil	Square Yard
Amend Topsoil	Square Yard

802 Seeding

802.01 General

A. Description

This work includes furnishing and placing seed, fertilizer, and mulch in accordance with the Contract Documents or as directed by the Engineer. Perform Irrigated Lawn and Turf seeding in yards, golf courses, or other similar irrigated areas. Perform Type A seeding in well-maintained areas such as parks, subdivisions, or other similar areas without irrigation. Perform Type B seeding in median areas and areas twelve (12) feet or wider and adjacent to pavement, surfaced shoulders, or curb.

B. Submittal Requirements

Refer to Section 800.01 B for submittal requirements.

802.02 Material Requirements

A. General

Material requirements shall be in accordance with the Contract Documents, in addition to the following requirements.

B. Seed

All seed origins shall be State of Nebraska or adjoining states. Submit a seed tag to the Engineer that describes the variety, origin, and analysis of the seed. All seed must comply with applicable local, state, and federal seed laws.

C. Irrigated Lawn and Turf Seed

Irrigated lawn and turf seed shall be Interagency Bluetag Certified and shall have a minimum germination of ninety (90) percent and a purity of ninety-eight (98) percent. Proportion the seed in accordance with Table 802.01. The recommended use for this type of seed is for areas with irrigation or areas mowed at short height.

Table 802.01
Irrigated Lawn and Turf Seed

Seed Type	Blend Percentage
Kentucky Blue Grass	7
Tall Fescue	88
Perennial Rye Grass	5

D. Type A Seed

Type A seed shall be turf-type fescue or perennial rye grass having a minimum purity of ninety (90) percent. Proportion the seed in accordance with Table 802.02. The recommended use for this type of seed is for parks, subdivision lots, or other areas without irrigation where finish mowing techniques are applied.

Table 802.02
Type A Seed Blend

Seed Type	Blend Percentage
Tall Fescue	90
Perennial Rye Grass	10

E. Type B Seed

Type B seed shall be a blend of K-31, perennial rye grass, and smooth brome grass having a minimum purity of ninety (90) percent. Proportion the seed in accordance with Table 802.03. The recommended use for this type of seed is for low maintenance areas mowed several times a year, or other areas without irrigation.

Table 802.03
Type B Seed Blend

Seed Type	Blend Percentage
K-31	55
Perennial Rye Grass	22.5
Smooth Brome Grass	22.5

F. Fertilizer

Fertilizer shall be an inorganic product containing sixteen (16) to eighteen (18) percent nitrogen and forty-six (46) to forty-eight (48) percent phosphoric acid in a recognized plant nutrient form. Fertilizer shall be in accordance with the current provisions of the Nebraska Fertilizer Act of 1955. Furnish and deliver fertilizer in standard weight bags or bulk. Provide a fertilizer certification form to the Engineer for every load of bulk fertilizer delivered to the project.

G. Hay or Straw Mulch

Hay or straw mulch shall be either dry cured native prairie hay, native grass hay from seed growing operations, native grass hay from planted warm season grass stands, or threshed grain straw. Straw shall be from threshed oats, wheat, or rye. Brome hay is not allowed.

Hay or straw mulch shall be certified as “Noxious Weed Free” by the “County Weed Control Authority” or other authorized agents. The certification or a copy shall accompany each load of mulch. The certification shall be placed in a weather-proof container and attached to the stack of mulch it represents. Hay or straw mulch in a stage of decomposition so advanced as to disintegrate or powder in the mulch blower shall be rejected.

The Contractor shall notify the Engineer of the hay or straw source before delivering such material to the project. The Engineer reserves the right to reject the hay or straw source for any reason. Do not deliver hay or straw to the project until the Engineer has approved the source.

All mulch deliveries shall have tickets from a State certified scale before the mulch is unloaded for use on the project. The scale ticket shall indicate the weight and be dated and signed by the scale operator. The scale ticket shall be given to the Engineer or left in a weather-proof container and attached to the stack of mulch it represents. The Engineer may, at any time, order the Contractor to reweigh the mulch as a check of the scale ticket.

H. Cover Crop or Temporary Seed

Cover crop or temporary seed shall be oats prior to August 15th, and winter wheat from August 16th through November 15th. The recommended use for this type of seed is to establish a temporary growth of site stabilizing vegetation outside of the permanent seeding periods due to phasing of the work or other similar time constraints.

I. Channel Seed

Channel seed shall be turf-type fescue mixed with brome and switch grass, each having a minimum purity of ninety (90) percent. Proportion the seed in accordance with Table 802.04. The recommended use for this type of seed is for channels or drainage ditches.

Table 802.04
Channel Seed Blend

Seed Type	Blend Percentage
Smooth Brome	31
Tall Fescue	31
Switch Grass	10
Cover Crop	28

802.03 Construction Requirements

A. General

Notify the Engineer a minimum of forty-eight (48) hours before commencing the work. Perform permanent seeding operations from March 15th to May 31st, or from August 15th to September 30th. The Contractor may request alternate permanent seeding dates, but such requests do not alter any warranty or establishment condition requirements.

Perform cover crop or temporary seeding operations outside the permanent seeding periods or when directed by the Engineer, and in accordance with the Contract Documents. The Contractor may request to perform dormant seeding when ground temperatures are cold enough to restrict seed germination. If approved, perform dormant seeding after November 15th, but such requests do not alter any warranty or establishment conditions requirements.

Do not perform seeding or fertilizing operations if the ground is wet, frozen, or otherwise untillable. Do not perform seeding or fertilizing operations when conditions do not allow for a uniform distribution of materials.

B. Seed Bed Preparation

Prepare the seedbed by scarifying the upper two (2) inches of the soil a maximum of three (3) days before the sowing of seed. Perform disking, harrowing, and raking in the longitudinal direction on all slopes steeper than 1V:4H.

C. Seed Application

Apply seed using a mechanical power-drawn drill equipped with press wheels or drag chains. Do not use hydraulic seeders or broadcast-type seeders without written authorization from the Engineer. Apply seed in accordance with Table 802.05. Maintain a planting depth of one-half (½) to three-fourth (¾) inches when using a mechanical power-drawn drill.

Table 802.05
Seed Application Rates

Seed Type	Application Rate Pounds of Pure Live Seed per Acre
Irrigated Lawn and Turf	435
Type A	435
Type B	220
Channel Seed	100
Cover Crop or Temporary	50

D. Fertilizing

Apply fertilizer using a mechanical spreader to uniformly place fertilizer over all areas receiving permanent seed. Apply fertilizer at a rate of one-hundred sixty (160) pounds per acre. Do not blend any fertilizer without the Engineer's approval.

E. Mulch

Apply mulch within twenty-four (24) hours after seeding. Furnish the equipment and labor necessary for accurate placement of the specified quantities. Do not place mulch if the wind velocity is too great to allow uniform distribution of the mulch materials.

Loosely place the mulch to allow sunlight to penetrate and air to slowly circulate. Place the mulch at a thickness that shades the ground, reduces the rate of evaporation, and prevents or reduces erosion due to water or wind.

Apply mulch using a mulch-blowing machine at a rate of two (2) tons per acre. Anchor the mulch using a mulch crimper or similar equipment with straight disc blades without camber immediately after spreading. Use a mulch crimper equipped with a ballast compartment that allows an increase or decrease in the weight. Crimp mulch the same day that it is applied.

F. Establishment Period

The Contractor shall request the commencement of the establishment period. The establishment period will not begin until completion of all seeding as indicated in the Contract Documents. After the seed mixture has germinated, reseed all areas which have failed to show a uniform stand of germinated seed. Maintain all seeded areas for a minimum of sixty (60) days, or until final acceptance of the seeded areas, whichever is longer. Suggested maintenance items shall include, but not be limited to, any or all of the following, whichever are necessary: re-grading, re-fertilizing, reseeding, re-mulching, watering, weeding, rolling, or filling in eroded areas. The cost to maintain is subsidiary to items for which the Contract provides direct payment.

802.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents.

No seeded areas shall be inspected for acceptance prior to sixty (60) days from date of seeding. The Contractor shall submit a written notice to the Engineer requesting an inspection at least ten (10) days prior to the anticipated inspection date. An area shall be defined by lines of delineation or separation that create individual areas of seeding. The lines of delineation or separation shall include, but are not limited to, project limits, grading limits, edges of pavement, sidewalks, curbs,

or driveways, or other limits in accordance with the Contract Documents. A satisfactory stand of grass which is acceptable is defined as consisting of a uniform stand of at least seventy (70) percent established permanent grass species. If an area fails to meet the establishment percentage requirement, the Contractor shall reseed and maintain the area for another sixty (60) day establishment period, and such areas shall be subject to re-inspection and acceptance after such time.

Acceptance shall include a written request from the Contractor for establishment period commencement, a written request from the Contractor for acceptance inspection, and a written acceptance of seeded areas by the Engineer. The warranty period shall begin at the time of final project completion.

802.05 Measurement and Payment

The Engineer shall measure seeding for payment by the acre of the type of seed installed, ground prepared, fertilized, and accepted.

The Engineer shall measure mulching for payment by the acre of ground of mulch spread, crimped, and accepted.

The Engineer shall measure cover crop seeding for payment by the acre of ground seeded and accepted.

Reseeding or over-seeding to obtain a fully growing area is subsidiary to items for which the Contract provides direct payment. Fertilizer placed in conjunction with seeding is subsidiary to items for which the Contract provides direct payment.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for furnishing and applying fertilizer; furnishing and sowing seed; furnishing and applying mulch materials; preparation of the seedbed; maintaining the seeded areas during the establishment period; and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Install Seeding – Type ___	Acre
Install Mulching	Acre
Install Cover Crop Seeding	Acre

803 Rolled Erosion Control

803.01 General

A. Description

This work includes furnishing and placing erosion control blankets upon the completed side slopes, ditch bottoms, or back-slopes for temporary or permanent erosion control at the locations indicated in the Contract Documents or as directed by the Engineer. Temporary erosion control systems in environmentally sensitive locations shall use biodegradable rolled erosion control products. Permanent erosion control systems shall use non-degradable rolled erosion control products designed for permanent and critical hydraulic applications for which the anticipated discharge velocity or shear stress exceeds the limits of mature, natural vegetation.

B. Submittal Requirements

Refer to Section 800.01 B for submittal requirements.

803.02 Material Requirements

A. General

Material requirements shall be in accordance with the Contract Documents, in addition to the following requirements.

B. Temporary Rolled Erosion Control Products

Rolled erosion control products shall consist of mulch control netting, open weave textiles, erosion control blankets, and turf reinforcement mats. Temporary rolled erosion control shall conform to Table 803.01, including the referenced test procedures.

Table 803.01
Temporary Rolled Erosion Control Products

Type	Netting	Material	Longevity	Slope
Type I	Single	Straw	3 Months	1V:3H
Type II	Double	Straw	12 Months	1V:2H
Type III	Double	Straw / Coconut	24 Months	1V:1.5H
Type IV	Double	Coconut	36 Months	1V:1H

Referenced Test Procedures:

- ASTM D5035, Standard Test Method for Breaking Force and Elongation of Textile Fabrics (Strip Method).
- ASTM D6459, Standard Test Method for Determination of Erosion Control Blanket (ECB) Performance in Protecting Hillslopes from Rainfall-Induced Erosion.
- ASTM D6460, Standard Test Method for Determination of Erosion Control Blanket (ECB) Performance in Protecting Earthen Channels from Stormwater-Induced Erosion.

Temporary rolled erosion control products shall have either a degradable netting consisting of photodegradable polypropylene, natural and/or polymer fibers; or biodegradable netting consisting of jute or twine with biodegradable thread. Biodegradable netting shall be used in environmentally sensitive areas.

C. Turf Reinforcement Mats

Turf reinforcement mats shall consist of entangled polymer netting, monofilaments, or fibers bonded using polymer welding, thermal or polymer fusion, or positioning between and attaching to two (2) non-degradable polypropylene nets using polyolefin thread. Treat turf reinforcement mats to resist biological, chemical, and ultraviolet degradation. Turf reinforcement mats shall conform to the requirements of Table 803.02, including the referenced test procedures.

Table 803.02
Turf Reinforcement Mat Requirements

Type	Maximum Shear Stress	Minimum Tensile Strength	Slope
Type A	6.0 lbs/ft^2	125 lbs/ft	1V:0.5H
Type B	8.0 lbs/ft^2	150 lbs/ft	1V:0.5H
Type C	10.0 lbs/ft^2	175 lbs/ft	1V:0.5H

Referenced Test Procedures:

- ASTM D4355, Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).
- ASTM D6460, Standard Test Method for Determination of Rolled Erosion Control Product (RECP) Performance in Protecting Earthen Channels from Stormwater-Induced Erosion.
- ASTM D6524, Standard Test Method for Measuring the Resiliency of Turf Reinforcement Mats (TRMs).
- ASTM D6525, Standard Test Method for Measuring Nominal Thickness of Permanent Rolled Erosion Control Products.
- ASTM D6818, Standard Test Method for Ultimate Tensile Properties of Turf Reinforcement Mats.

D. Wire Staples

Wire staples shall be made of No. 11 gauge steel wire having a minimum length of six (6) inches. For installations in sand or sandy soils, wire staples shall have a minimum length of twelve (12) inches.

803.03 Construction Requirements

A. General

Perform the work immediately after completing the seeding operations. The areas receiving rolled erosion control shall be in a smooth, even condition, free of all debris, roots, and stones larger than one (1) inch in diameter. Pulverize, rake out, or remove all lumps of soil. Remove all vegetation from these areas except for the desirable native vegetation that the Contract Documents or the Engineer designates to remain undisturbed.

Place the rolled erosion control or turf reinforcement material in accordance with the Contract Documents, the manufacturer's recommendations, or as directed by the Engineer. Install the rolled erosion control flat and parallel to the flow of water without stretching. Overlap adjacent and subsequent rolled erosion control in accordance with the manufacturer's recommendations but not less than three (3) inches for adjacent sections or twelve (12) inches for subsequent sections. Overlap with the downhill and the upslope

sections always on top. Anchor the erosion control blanket using wire staples after placing the erosion control blanket. Space the staples in accordance with the manufacturer's recommendations but not less than three (3) to four (4) feet apart in three (3) rows along each strip, with one (1) row along each edge, and one (1) row alternately spaced in the center. Use one (1) additional row of staples for back-slope and ditch intersection lines. Space staples a maximum of nine (9) inches apart across the width for all ditch anchor folds, splice joints, top of slope anchor folds, and terminations.

Excavate a six (6) inch vertical slot at the top of the slope. Extend the upslope terminal end of the rolled erosion control a minimum of thirty (30) inches past the vertical slot. Place the upper edge of the last upslope section in a six (6) inch vertical slot. Anchor the rolled erosion control material in the slot using staples placed at twelve (12) inch or less intervals. Backfill and compact the slot using soil to anchor the upper portion of the rolled erosion control. Lightly seed the backfill and cover with the rolled erosion control that extends beyond the slot. Staple the overlapped portion down-slope from the vertical trench using staples placed at twelve (12) inch or less intervals. Bury the upstream terminal end of the rolled erosion control as directed by the Engineer. Anchor all other sections of the rolled erosion control in accordance with the manufacturer's recommendations but not less than two (2) staples per square yard.

When directed by the Engineer, lightly seed and rake topsoil across the top of the rolled erosion control to fill any voids in the matting.

803.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents.

803.05 Measurement and Payment

The Engineer shall measure in-place rolled erosion controls for payment by the square yards of the type of rolled erosion control furnished, installed, and accepted.

The Engineer shall measure in-place turf reinforcement mats for payment by the square yards of the type of turf reinforcement mat furnished, installed, and accepted.

Excess material required to satisfy overlap requirements is subsidiary to items for which the Contract provides direct payment.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for furnishing, and installing all materials including rolled erosion control, turf reinforcement mat, and anchors; and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Install Rolled Erosion Control, Type ___	Square Yard
Install Turf Reinforcement Mat, Type ___	Square Yard

804 Sodding

804.01 General

A. Description

This work includes furnishing, cutting, and placing sod in accordance with and at the locations indicated in the Contract Documents or as directed by the Engineer.

B. Submittal Requirements

Refer to Section 800.01 B for submittal requirements.

804.02 Material Requirements

A. General

Material requirements shall be in accordance with the Contract Documents, in addition to the following requirements.

B. Sod

Submit the proposed source of sod. The sod shall be a first-class representation of normal species and varieties of bluegrass or turf-type tall fescue. Sod shall be free of noxious weeds and relatively free of all other weeds.

Mow and rake the sod to remove stems, sticks, and grass clippings before cutting. Sod shall not be cut more than forty-eight (48) hours before placement. When stripping, cut the sod one (1) to two (2) inches below the base of the grass stem. Sod shall be moist before cutting and shall be kept moist until placed. Handle and transport the sod to avoid unnecessary damage to and loss of earth from the roots of the sod.

C. Fertilizer

Fertilizer shall an inorganic product containing ten (10) to twelve (12) percent each of nitrogen, phosphorus, and potassium in a recognized plant nutrient form. Fertilizer shall be in accordance with the current provisions of the Nebraska Fertilizer Act of 1955. Furnish and deliver fertilizer in standard weight bags or bulk. Provide a fertilizer certification form for every load of bulk fertilizer delivered to the project. Fertilizer with pre-emergent shall be applied before August 15th.

D. Stakes

Stakes shall be wood lathe and have a minimum length of eight (8) inches. Do not use other types of stakes or materials without written approval from the Engineer.

804.03 Construction Requirements

A. General

Perform sodding operations from March 15th to June 1st, or September 1st to December 1st. The Contractor may request alternative dates, but such requests do not alter any warranty or establishment condition requirements. Do not perform sodding operations if the ground is frozen, or during weather conditions unfavorable for growth. Perform sodding operations as soon as possible after completing the finish grading on a section of the project.

B. Sod Bed Preparation

Clear all areas receiving sod of debris and dead vegetation before preparing the sod bed. Place topsoil in accordance with Section 801 when required by the Contract Documents or directed

by the Engineer. Compact any loose soils lightly to create a uniform sod bed. The sod bed shall not have a crusted appearance. Apply fertilizer on top of the prepared sod bed at the sod supplier's recommended rate. Treat the sod bed using a siduron pre-emergent grass herbicide when installing sod before August 15th. Apply the pre-emergent grass herbicide at the manufacturer's recommended rate.

C. Sod Placement

Do not lay sod that has dry or dead edges. Lay the sod over the sod bed with strips edge to edge leaving no discernable void spaces between the strips or surrounding improvements. Lay the sod approximately one (1) inch below adjoining paved or seeded surfaces and flush with adjoining sod. Stake any sod placed on slopes steeper than 1V:3H or in ditch bottoms to prevent movement. Drive stakes flush with the sod line and with the broad face of the stake facing the slope. Roll all sod not staked one (1) time using a sod roller. Thoroughly water all sod immediately after placing.

D. Establishment Period

The Contractor shall request the commencement of the establishment period. The establishment period will not begin until completion of all sodding as indicated in the Contract Documents. The Contractor shall thoroughly water all sodded areas to maintain consistent soil moisture and establish uniform root growth for a minimum of thirty (30) days after placement of the sod materials. After thirty (30) days re-sod and maintain any areas that do not have an established root growth. All sod must be moist and growing at the time of acceptance. The cost to maintain is subsidiary to items for which the Contract provides direct payment.

804.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents.

No sodded areas shall be inspected for acceptance prior to thirty (30) days from date of sodding. The Contractor shall submit a written notice to the Engineer requesting an inspection at least ten (10) days prior to the anticipated inspection date. A satisfactory area of sod which is acceptable is defined as consisting of uniform root growth establishment. If an area fails to meet the root growth establishment, the Contractor shall remove, re-sod, and maintain the entire area for another thirty (30) day establishment period, and such areas shall be subject to re-inspection and acceptance after such time.

Acceptance shall include a written request from the Contractor for establishment period commencement, a written request from the Contractor for acceptance inspection, and a written acceptance of sodded areas by the Engineer. The warranty period shall begin at the time of final project completion.

804.05 Measurement and Payment

The Engineer shall measure sodding for payment by the square yards of ground prepared, sod supplied, installed, maintained, and accepted.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for furnishing the sod; sod bed preparation; furnishing and applying the pre-emergent and fertilizer; laying the sod and rolling in; supplying and installing stakes; furnishing and applying water; maintaining the sodded areas during the establishment period; and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Install Sodding	Square Yard

806 Rock Rip Rap

806.01 General

A. Description

This work includes preparing slopes and furnishing and constructing crushed aggregate rip rap in accordance with the Contract Documents or as directed by the Engineer.

B. Submittal Requirements

Refer to Section 800.01 B for submittal requirements.

806.02 Material Requirements

A. General

Material requirements shall be in accordance with the Contract Documents, in addition to the following requirements.

B. Stone and Crushed Aggregate

Evaluate aggregate in accordance with ASTM D4992, Standard Practice for Evaluation of Rock to be Used for Erosion Control. Do not use aggregate having a length to width, length to height, or width to height ratio greater than 3:1. Perform petrographic analysis only when requested by the Engineer. Aggregate shall be sandstone, limestone, quartzite, or other hard stone of good quality that is free of earth, clay, or refuse. The solid rock shall have a density of at least one-hundred forty (140) pounds per cubic foot.

Aggregate physical property characteristics shall conform to the requirements of Tables 806.01 and 806.02. Each load of rock shall be reasonably well graded from the largest to the smallest size specified. Control of gradation shall be by visual inspection to verify that the aggregate is reasonably well graded and conforms to the maximum, mean, and minimum weights as specified. The aggregate shall be angular in shape to permit interlocking between the various rock sizes. Process the aggregate to meet the size requirements defined by the Contract Documents and determined in accordance with ASTM D6092, Standard Practice for Specifying Sizes of Stone for Erosion Control.

Table 806.01
Physical Property Requirements

Physical Property	Acceptable Range
Sodium Sulfate Soundness, (5 cycles)*	10.0% maximum loss
Magnesium Sulfate Soundness, (5 cycles)*	15.0% maximum loss
Freeze-Thaw Soundness, (25 cycles)*	15.0% maximum loss
LA Abrasion, ASTM C131 and ASTM C535	40.0% maximum loss
Bulk Specific Gravity	2.40 minimum
Absorption, ASTM C127 and ASTM C128	3.0% maximum

*Only one of the three soundness requirements must be fulfilled.

Table 806.02
Gradation Requirements

Type of Rip Rap	Size of Individual Rocks (pounds)	Percentage of Total Delivery of Rock Smaller Than the Given Size
Type A	150	100%
	35	50%
	2	Not to exceed 10%
Type B	300	100%
	80	50%
	5	Not to exceed 10%
Type C	700	100%
	150	50%
	10	Not to exceed 10%

806.03 Construction Requirements

A. Delivery of Materials

The quarry shall issue tickets to the driver for each load of rip rap delivered to the project. Each ticket shall include the name of the producer, the date, the location of the quarry, the quantity delivered (in tons), the name of the Contractor and the project number. The ticket shall be given to the Engineer at the time of arrival at the placement site. When any shipment's weight has not been documented, the Contractor shall measure the rock on certified scales at the Contractor's expense and in the presence of the Engineer.

B. Placement

Excavate as required in the Contract Documents before placing aggregate. The finished subgrade shall conform to the lines, grades and slopes as indicated in the Contract Documents. All depressions shall be filled and compacted with borrow material in accordance with Section 200. Unsuitable materials shall be removed and replaced in accordance with Section 200. No raised places, bumps, or depressions will be allowed. Place the aggregate in a manner that produces a reasonably uniform layer and solid mass of rip rap within the limits indicated in the Contract Documents. The Contractor shall perform compaction efforts using mechanical methods.

806.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents. Subgrade shall be constructed to the minimum compaction requirements identified in the Contract Documents. The Engineer shall verify the compaction of the subgrade in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction.

806.05 Measurement and Payment

When indicated in the Contract Documents, the Engineer shall measure rip rap for payment by the tons of the type of rip rap supplied, placed, and accepted. The Engineer shall determine tonnage based upon certified load tickets collected at the time of delivery.

Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for furnishing, preparing, weighing, additional pulverizing, loading, hauling, and placing all materials; all other excavation, backfilling and fine grading; and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Construct Type ___ Rip-Rap	Ton

807 Gabion Baskets and Revet Mattresses

807.01 General

A. Description

This work includes furnishing, assembling, tying, and filling with approved stones, wire mesh gabion baskets, or revet mattresses constructed and placed along the lines, grades, dimensions, and details indicated in the Contract Documents or as directed by the Engineer.

B. Submittal Requirements

Refer to Section 800.01 B for submittal requirements.

807.02 Material Requirements

A. General

Material requirements shall be in accordance with the Contract Documents, in addition to the following requirements.

B. Basket and Mattress Fill Material

Fill material for gabion baskets or revet mattresses shall be limestone or quartzite, free of earth, clay, or refuse, that does not disintegrate under action of air or water. Evaluate aggregate in accordance with ASTM D4992, Standard Practice for Evaluation of Rock to be Used for Erosion Control. Use the same type of fill material for all baskets, not a combination of one (1) or more fill materials. The size of the stone for gabion baskets shall be four (4) inches to eight (8) inches in diameter. The size of the stone for revet mattresses shall be three (3) inches to six (6) inches in diameter. The maximum length of stone shall not exceed sixteen (16) inches. The maximum weight for any one stone shall not exceed six (6) pounds.

Fill material for gabion baskets or revet mattresses shall conform to the requirements of Table 807.01. Ship the fill material in a manner that avoids segregation. The fill material shall be angular in shape to permit interlocking between the various rock sizes.

Table 807.01
Physical Property Requirements

Physical Property	Acceptable Range
Sodium Sulfate Soundness, (5 cycles)*	10.0% max. loss
Magnesium Sulfate Soundness, (5 cycles)*	15.0% max. loss
Freeze-Thaw Soundness, (15 cycles)*	15.0% max. loss
LA Abrasion, ASTM C131 and ASTM C535	40.0% max. loss
Bulk Specific Gravity	2.40 min.
Absorption, ASTM C127 and ASTM C128	3.0% max.

*Only one of the three soundness requirements must be fulfilled.

C. Geotextile Fabric

Geotextile fabric shall be in accordance with Section 300.

D. Wire Mesh Baskets

Wire mesh baskets shall be in accordance with ASTM A974, Standard Specification for Welded Wire Fabric Gabions and Gabion Mattresses (Metallic-Coated or Polyvinyl Chloride (PVC)

Coated). Double-twisted hexagonal mesh baskets shall be in accordance with ASTM A975, Standard Specification for Double-Twisted Hexagonal Mesh Gabions and Revet Mattresses (Metallic-Coated Steel Wire or Metallic-Coated Steel Wire With Poly(Vinyl Chloride) (PVC) Coating). Coat all wire with a zinc coating followed by a polyvinyl chloride coating.

807.03 Construction Requirements

A. Excavation and Grading

Excavate the area to the lines and grades indicated in the Contract Documents, in accordance with Section 200. Grade and compact areas to receive gabion baskets or revet mattresses to the lines and grades indicated in the Contract Documents or as directed by the Engineer. Compact fill areas to a minimum of ninety-five (95) percent of the maximum dry density in accordance with ASTM D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort. Slopes shall be a smooth plane surface. Re-grade or remove all slope deformities, roots, grade stakes, stones, and any holes, equipment tracks, or other voids deeper than one (1) inch.

B. Assembly and Installation

Remove all kinks and bends from the unassembled gabion baskets or revet mattresses before assembly. Assemble each unit individually in accordance with the manufacturer’s recommendations. Install fasteners and additional connections in accordance with the manufacturer's recommendations. The maximum spacing between fasteners shall be four (4) inches, or the manufacturer’s recommendations, whichever is less.

Place the assembled baskets or mattresses at the location(s) indicated in the Contract Documents or directed by the Engineer without damaging or otherwise altering the shape of the baskets or mattresses. Secure abutting baskets in all directions. Cut, fold, and connect any surplus mesh from custom-sized baskets to an adjacent gabion basket face.

Fill lower tier baskets before placing and securing upper tier baskets. Fill the gabion baskets or revet mattresses with fill material in a manner that maintains the required alignment, avoids bulges, minimizes the amount of internal voids, and avoids damaging the PVC coating on the wires. Place fill material in a maximum lift thickness of one (1) foot. Fill adjacent baskets and mattresses simultaneously. Hand place all fill material on the exposed faces of the gabion baskets or revet mattresses to provide a tight, neat, aesthetic appearance. Overfill the basket or mattress approximately two (2) inches above the sides before closing the lid. Secure the lid to the sides, ends, and diaphragms in accordance with the manufacturer’s recommendations. Bend all projections or wire ends toward the center of the basket or mattress

C. Backfill

Backfill and compact gabion baskets flush with the top of each tier in accordance with Section 200 before placing the next successive tier. Backfill and compact revet mattresses flush with the top of the mattress.

807.04 Acceptance

The Engineer shall observe the work to check for compliance with the Contract Documents.

Subgrade shall be constructed to the minimum compaction requirements identified in the Contract Documents. The Engineer shall verify the compaction of the subgrade in accordance with the City of Omaha Materials and Testing Manual for Public Works Construction.

807.05 Measurement and Payment

The Engineer shall measure gabion baskets for payment by the cubic yards of gabion basket and rock fill material supplied, constructed, and accepted.

The Engineer shall measure revet mattresses for payment by the cubic yards of revet mattress and rock fill material supplied, constructed, and accepted.

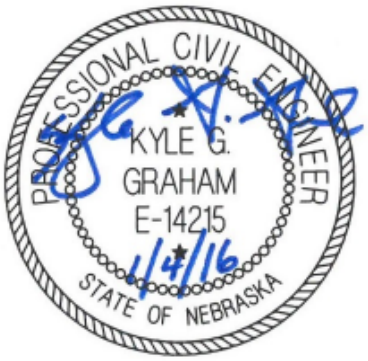
Payment shall be made under the following unless otherwise indicated in the Contract Documents. The Contract Price shall be full compensation for excavating, grading and compacting; supplying, assembling, and placing all baskets and mattresses; furnishing and placing all fill material; backfilling; and for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

Description	**Unit**
Construct Gabion Basket	Cubic Yard
Construct Revet Mattress	Cubic Yard

Prepared by:

Coordinating Professional

OLSSON ®
ASSOCIATES



HILLSDALE DRAINAGE SWALE IMPROVEMENTS
150TH AVE. & HILLSDALE AVE.
OMAHA, NEBRASKA

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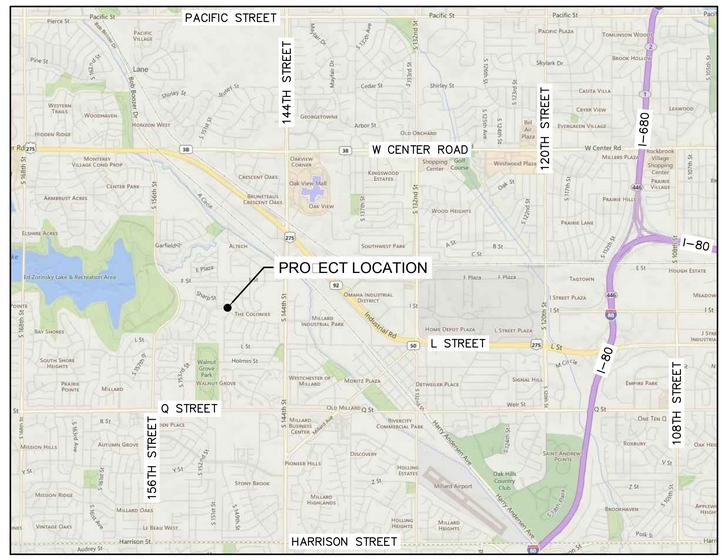
BENCHMARKS

1. TOP OF RIM OF SANITARY MANHOLE WITHIN THE INTERSECTION OF 150TH AVE. AND HILLSDALE AVE.
   ELEV. 1088.5760
   N: 527644.8210
   E: 2700293.6010
2. TOP OF RIM OF SANITARY MANHOLE
   ELEV. 1083.7880
   N: 527699.5530
   E: 2700514.1030
3. TOP OF RIM OF STORM SEWER CURB INLET ALONG HILLSDALE AVE.
   ELEV. 1077.5300
   N: 527552.6300
   E: 2700786.3200



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NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES.
2. UNDERGROUND UTILITIES MUST BE LOCATED AND FLAGGED BY UTILITY COMPANIES AT THE REQUEST OF THE CONTRACTOR PRIOR TO INITIATING SITE WORK. FOR SPECIFIC LOCATIONS TO BE STAKED PRIOR TO DIGGING, CALL DIGGER'S HOTLINE OF NEBRASKA AND ALL APPLICABLE UTILITY COMPANIES. THE DIGGER'S HOTLINE OF NEBRASKA PHONE NUMBER IS 402-344-3565. THE CONTRACTOR SHALL CALL FOR THE EXISTING UTILITY LOCATION STAKES A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT, AND RELOCATE ALL EXISTING UTILITIES, PAVEMENT AND OTHER IMPROVEMENTS IF REQUIRED. ANY DAMAGES TO EXISTING UTILITIES, PAVED STREETS OR ANY OTHER IMPROVEMENTS CAUSED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND PAYING ALL PERMIT FEES REQUIRED TO CARRY OUT THE WORK OF THIS PROJECT.
5. ALL CONSTRUCTION OPERATIONS ARE RESTRICTED TO THE BMP AREAS. EQUIPMENT AND VEHICLE MOVEMENT, PARKING AND MATERIAL STORAGE WILL BE LIMITED TO DESIGNATED AREAS OF THE SITE. EMPLOYEE PARKING WILL BE ALLOWED ONLY IN LOCATIONS REVIEWED BY AND APPROVED BY THE A/E AND OWNER.

THE UNDERSIGNED CERTIFIES THIS PLAN HAS BEEN DESIGNATED IN ACCORDANCE WITH FEDERAL NPDES GUIDELINES AND APPROVED EROSION, SEDIMENT, AND STORMWATER ORDINANCES, PROGRAMS, REGULATIONS, STANDARDS, AND CRITERIA OF THE CITY OF OMAHA.

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PROFESSIONAL CIVIL ENGINEER — KYLE G. GRAHAM — E-14215 — STATE OF NEBRASKA — 1/4/16

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REVISIONS

COVER SHEET

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

drawn by:	KGG
checked by:	TH
approved by:	-
QA/QC by:	-
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date:	01/04/16

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DATE: Jan 19, 2016 3:20pm XREFS: 50442_TBLK

SCHEDULE OF APPROXIMATE QUANTITIES		
ITEM	QUANTITY	UNIT
CONSTRUCTION STAKING	1	LS
MOBILIZATION/DEMOBILIZATION	1	LS
TEMPORARY EROSION CONTROL	1	LS
REMOVE GABIONS	1	LS
REMOVE RIPRAP	4	TN
GRADING	670	SY
EXCAVATION	52	CY
EARTH FILL	77	CY
LIMESTONE SLAB TRANSITION STRUCTURE	1	LS
LOW-FLOW CHANNEL COIR LOGS	900	LF
CONSTRUCT GABION WEIR STRUCTURE	12	TN
CONSTRUCT FLEXIMAT APRON	336	SF
CONSTRUCT ROCK SILL	50	TN
SOIL PREPARATION	2950	SY
COMPOST	165	CY
SEEDING	0.6	AC
LIVE PLUGS (PRAIRIE CORDGRASS)	450	EA
EROSION CONTROL MATTING	2950	SY

GENERAL NOTES

1. THIS PROJECT CONSISTS OF THE CONSTRUCTION OF A STORMWATER ENERGY DISSIPATION STRUCTURE AND TWO GABION DROP STRUCTURES, AND INCLUDES SITE EXCAVATION AND GRADING, SOIL PREPARATION FOR PLANTING, CONSTRUCTION OF DRAINAGE FEATURES, EROSION CONTROL, LANDSCAPE PLANTINGS, AND SPECIAL CONSTRUCTION OF FEATURES AS SHOWN ON THE DRAWINGS. THIS PROJECT INCLUDES THE FURNISHING OF ALL LABOR, EQUIPMENT, AND MATERIALS FOR CONSTRUCTION OF THE STRUCTURES AS SPECIFIED, INCLUDING SUCCESSFUL ESTABLISHMENT OF ALL VEGETATION.
2. ALL SITE WORK WILL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2014 EDITION AND CURRENT REVISIONS.
3. ALL LOCAL, MUNICIPAL, AND STATE LAWS, RULES AND REGULATIONS GOVERNING ANY PORTION OF THIS WORK ARE INCORPORATED INTO THESE SPECIFICATIONS AND THEIR PROVISION SHALL BE CARRIED OUT BY THE CONTRACTOR.
4. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL NECESSARY FIELD INVESTIGATIONS TO BECOME FAMILIAR WITH THE SITE AND TO SATISFY HIMSELF OF EXISTING SITE AND SOILS CONDITIONS.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND PAYING ALL PERMIT FEES REQUIRED TO CARRY OUT THE WORK OF THIS PROJECT.
6. ALL CONSTRUCTION OPERATIONS ARE RESTRICTED TO THE BMP AREAS. EQUIPMENT AND VEHICLE MOVEMENT, PARKING AND MATERIAL STORAGE WILL BE LIMITED TO DESIGNATED AREAS OF THE SITE. EMPLOYEE PARKING WILL BE ALLOWED ONLY IN LOCATIONS REVIEWED BY AND APPROVED BY THE A/E AND OWNER.
7. THE CONTRACTOR SHALL PROTECT THE OWNER'S PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH WORK ON THIS CONTRACT. THE CONTRACTOR SHALL TAKE CARE TO AVOID DAMAGE TO SITE FEATURES, INCLUDING PIPING, PIPE COVERING, ELECTRICAL SYSTEMS, SEWERS, SIDEWALKS, LANDSCAPING, AND GROUNDS, AND SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR. ALL MATERIALS AND EQUIPMENT SHALL BE KEPT IN A DESIGNATED STORAGE AREA.
8. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF SUBSTANTIAL COMPLETION.

CONTROL OF WORK

1. THE LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. UNDERGROUND MUST BE LOCATED AND FLAGGED BY UTILITY COMPANIES AT THE REQUEST OF THE CONTRACTOR PRIOR TO INITIATING SITE WORK. FOR SPECIFIC LOCATIONS TO BE STAKED PRIOR TO DIGGING, CALL DIGGER'S HOTLINE OF NEBRASKA AND ALL APPLICABLE UTILITY COMPANIES. THE DIGGERS HOTLINE OF NEBRASKA PHONE NUMBER IS 402-344-3565. THE CONTRACTOR SHALL CALL FOR THE EXISTING UTILITY LOCATION STAKES A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT, AND RELOCATE ALL EXISTING UTILITIES, PAVEMENT AND OTHER IMPROVEMENTS IF REQUIRED. ANY DAMAGES TO EXISTING UTILITIES, PAVE STREETS OR ANY OTHER IMPROVEMENTS CAUSED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL CONFINE HIS OPERATIONS TO THE LIMITS OF CONSTRUCTION AS INDICATED ON THE DRAWINGS AND REASONABLE AREAS FOR MOVEMENT OF EQUIPMENT. IF ADDITIONAL STORAGE OR STAGING AREAS ARE REQUIRED, THE CONTRACTOR SHALL OBTAIN THE OWNER'S PERMISSION TO UTILIZE DESIGNATED AREAS.
4. IF VEGETATION IS PRESENT THAT MAY CONFLICT WITH CONSTRUCTION OR MAY BE DAMAGED, THE CONTRACTOR SHALL INFORM THE A/E FOR A DECISION. DO NOT REMOVE ANY VEGETATION UNTIL DIRECTED BY THE A/E.
5. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY SILT FENCE, CHECK DAMS AND/OR DIVERSION SWALES TO PROTECT THE DRAINAGE SWALE FROM SILTATION UNTIL SUBSTANTIAL COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL ERECT ANY NECESSARY BARRIERS, POST SIGNS, OR IMPLEMENT OTHER SAFETY EQUIPMENT AS NECESSARY TO CORDON OFF OR CLEARLY DEMARCATE ALL HAZARDOUS CONDITIONS CREATED DUE TO THE WORK. BARRICADES WITHIN PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
7. ALL CONSTRUCTION AND INCIDENTAL DEBRIS (DEMOLITION, CONSTRUCTION WASTE, PACKING MATERIALS, EXCESS CONCRETE, ETC.) SHALL BE DISPOSED OF OFF-SITE AT A GOVERNMENT APPROVED DISPOSAL SITE. NO DISPOSAL OR BURYING OF THESE MATERIALS WILL BE ALLOWED ON-SITE.
8. IN THE EVENT OF A RELEASE OF OIL OR HAZARDOUS SUBSTANCE, THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR NOTIFICATIONS, CONTAINMENT, INVESTIGATION, REMEDIAL ACTION AND DISPOSAL.
9. CONTRACTOR SHALL PERFORM PREVENTATIVE MAINTENANCE ON ALL POLLUTION CONTROL MEASURES TO ENSURE THEIR PROPER FUNCTION.
10. CONTRACTOR MUST COMPLY WITH LOCAL NOISE AND STATE CONTROL ORDINANCES
11. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH OSHA REGULATIONS

CONSTRUCTION PHASING

1. CONSTRUCTION WILL OCCUR IN THE FOLLOWING GENERAL SEQUENCE:
   a. SITE PREPARATION
      - UTILITIES CLEARANCE
      - CLEARING AND GRUBBING
      - REMOVAL OR RELOCATION OF NECESSARY UTILITIES AS INSTRUCTED IN PLANS OR BY THE ENGINEER
   b. SITE GRADING AND EXCAVATIONS
   c. INSTALLATION OF DRAINAGE STRUCTURES
   d. CONSTRUCTION OF FINAL GRADING
   e. INSTALLATION OF VEGETATION
2. THE CONTRACTOR SHALL SUBMIT A "CONSTRUCTION PHASING PLAN" TO THE OWNER AND A/E INDICATING THE SEQUENCE FOR COMPLETION OF ALL MAJOR WORK ITEMS. THE PLAN SHALL INDICATE THE PROPOSED LOCATION OF CONTRACTOR STAGING, STORAGE AND PARKING AREAS DURING EACH OF THE PROJECT PHASES, INCLUDING THE NUMBER OF DAYS ANTICIPATED TO COMPLETE EACH PHASE. THIS INFORMATION WILL BE PROVIDED TO THE OWNER AND A/E PRIOR TO BEGINNING CONSTRUCTION.
3. SITE WORK WILL BE SCHEDULED TO AVOID COMPACTION OF SOILS WITHIN AND ADJACENT TO THE BMP AREAS TO CONSERVE THE PERMEABILITY RATE OF THE EXISTING SUBSOILS.
4. THE CONTRACTOR SHALL SUBMIT A LIST OF CONSTRUCTION EQUIPMENT TO BE USED DURING CONSTRUCTION TO THE OWNER AND A/E. CONSTRUCTION EQUIPMENT SHALL BE USED THAT MINIMIZES SOIL COMPACTION.

DEMOLITIONS AND REMOVALS

1. THIS WORK INCLUDES EXCAVATION AND REMOVAL OF RUBBLE, MISCELLANEOUS SITE FEATURES, AND TURF SOD REQUIRED TO COMPLETE THE WORK.
2. ITEMS THAT MAY BE SALVAGED BY THE CONTRACTOR AND BECOME THE CONTRACTOR'S PROPERTY MAY BE REMOVED BY ANY REASONABLE MEANS.
3. UNLESS OTHERWISE INDICATED, THE OWNER HAS THE FIRST RIGHT OF REFUSAL FOR REMOVAL OF ANY ITEMS NOT INDICATED TO BE RE-USED. ALL ITEMS NOT SALVAGED FOR RE-USE OR RETURNED TO THE OWNER SHALL BE HAULED OFF-SITE.
4. ALL DISTURBANCES OR HOLES RESULTING FROM REMOVED ITEMS SHALL BE FILLED WITH CLEAN FILL AND COMPACTED TO ORIGINAL GRADE. FOREIGN MATERIALS SUCH AS LOGS, STUMPS, SOD, WEEDS, OR OTHER ORGANIC MATERIALS WILL NOT BE USED AS FILL. LARGE STONES SHALL NOT BE USED IN THE BACKFILL.
5. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT THE SITE FROM DAMAGE CAUSED BY EXCAVATION, GRADING, OR DEMOLITION ACTIVITIES. DAMAGE TO THE SITE OR ITEMS TO REMAIN SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

EROSION CONTROL NOTES

1. THE CONTRACTOR MUST COMPLY WITH ALL GOVERNMENT REGULATIONS IN REGARDS TO THE CONSTRUCTION ACTIVITIES SO AS TO MINIMIZE THE POTENTIAL FOR EROSION.
2. THE CONTRACTOR SHALL MONITOR SILT FENCING AND INSTALL ADDITIONAL SILT FENCING IF NECESSARY OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL REMOVE ACCUMULATED SEDIMENT FROM BEHIND SILT FENCES, AND ALL OTHER EROSION CONTROL MEASURES THAT STORE SEDIMENT, IF NECESSARY OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
4. CONTRACTOR SHALL BUILD STABILIZED CONSTRUCTION ENTRANCES IF NECESSARY TO PREVENT TRACKING MUD/SOIL ONTO CITY STREETS. CONTRACTOR SHALL MONITOR ALL STABILIZED CONSTRUCTION ENTRANCES AND MAINTAIN THE ENTRANCE(S) AS NEEDED OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
9. ALL EROSION AND SEDIMENT CONTROL BMP'S MUST BE KEPT IN WORKING ORDER. THE CONTRACTOR SHALL REPAIR ALL DAMAGES CAUSED BY SOIL EROSION AND CONSTRUCTION EQUIPMENT AT OR BEFORE THE END OF EACH WORKING DAY OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
10. EROSION AND SEDIMENT CONTROL BMP'S MAY NOT BE REMOVED WITHOUT THE OWNER'S APPROVAL AND APPLICABLE GOVERNMENTAL APPROVAL.
11. FOR DUST CONTROL, THE CONTRACTOR SHALL USE A TANK TRUCK OR OTHER SUCH EQUIPMENT TO SPREAD WATER ON THE STRIPPED OR BARE AREAS.
12. SEDIMENT THAT HAS BEEN ACCIDENTALLY TRANSPORTED ONTO PUBLIC STREETS MUST BE REMOVED ON A DAILY BASIS. SEDIMENT WILL BE SHOVELED AND/OR SWEPT FROM THE STREET AND DISPOSED OF IN A MANNER WHICH PREVENTS CONTAMINATION WITH STORM WATER OR SURFACE WATER.
13. THE CONTRACTOR SHALL ALLOW ALL GOVERNMENT REGULATORS ACCESS TO THE SITE FOR INSPECTIONS AT ANY TIME.
14. STABILIZATION MEASURES (I.E. SEEDING, MULCHING, OTHER) WILL BE IMPLEMENTED AS SOON AS PRACTICABLE IN PORTION S OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
15. SILT FENCE FABRIC SHALL BE MIRAFI EF OR APPROVED EQUIVALENT. LOCAL SUPPLIER: A.S.P. ENTERPRISES, OMAHA NE. PHONE NO. 402-861-8579.

PLANTINGS

1. ALL PLANTS TO BE ESTABLISHED IN THE DRAINAGE SWALE WILL BE PROVIDED BY THE CITY OF OMAHA. CONTRACTOR WILL BE RESPONSIBLE FOR SOIL PREPARATION FOR PLANTING, INCLUDING SEED BED PREPARATION AS DIRECTED IN PLAN SHEETS, AND PLANTING/INSTALLATION OF ALL PLANT PLUGS.
2. PLANTING AREAS WITHIN THE DRAINAGE SWALE MUST BE FREE OF TURF GRASS AND/OR OTHER INVASIVE WEEDS.
3. VEGETATION SHALL BE ESTABLISHED AS SPECIFIED IN THE FINAL LANDSCAPE/PLANTING PLANS.
4. AFTER PLANTING IS COMPLETED, A TWO-INCH LAYER OF SHREDDED HARDWOOD MULCH WILL BE CAREFULLY PLACED AS SHOWN ON THE PLANTING/LANDSCAPE PLANS.
5. NEW VEGETATION WILL BE WATERED ONCE PER WEEK IN THE ABSENCE OF RAINFALL. THE EQUIVALENT OF ONE-HALF INCH OF WATER PER WEEK OVER THE BMP AREAS WILL BE PROVIDED TO ESTABLISH VEGETATION UNTIL THE AVERAGE DAILY TEMPERATURE FALLS BELOW 45 DEGREES FAHRENHEIT (IF PLANTING OCCURS IN FALL). IF PLANTING OCCURS IN THE SPRING, WATERING OF THE VEGETATION WEEKLY FOR THE FIRST TWO MONTHS IN THE ABSENCE OF RAINFALL WILL BE REQUIRED TO ESTABLISH PLANTS.
6. DURING THE FIRST SEASON OF GROWTH, REMOVAL OF DEAD/FAILED VEGETATION AND REPLACEMENT WITH THE SAME SPECIES AND LOCATION IS REQUIRED TO ACHIEVE BMP CONSTRUCTION COMPLETION.
7. PESTICIDES, HERBICIDES, AND/OR FERTILIZERS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE APPLIED DURING LANDSCAPE CONSTRUCTION, PLANT ESTABLISHMENT, OR FOR A MINIMUM PERIOD OF 2 MONTHS AFTER INITIAL PLANTING.

SOIL CONDITIONING/MANAGEMENT

1. GRADE SWALE SURFACE TO ELEVATIONS SHOWN ON PLAN SHEETS
2. BREAK SOIL COMPACTION IN ALL DISTURBED AREAS USING SMALL HARROW OR SIMILAR IMPLEMENT AND GRADE/RAKE TO A SMOOTH BUT FRIABLE SURFACE.
3. MIX 3" LAYER OF WELL-PREPARED, COMPLETED COMPOST (SEE SPECIFICATION) INTO THE TOP 6" OF SOIL. COMPOST/SOIL MIX SHOULD BE AN EVEN, HOMOGENOUS DISTRIBUTION OF COMPOST INTO THE SOIL.
4. USING A WALK-BEHIND DRUM ROLLER, COMPACT THE SOIL AND SCARIFY THE SURFACE.
5. IF AREAS WILL BE SEEDED, PLACE SEED ACCORDING TO PLANTING PLAN.
6. PLACE EROSION CONTROL MATS AS SPECIFIED (COIR MAT 40 ON HEAD SLOPES GREATER THAN 2:1, DOUBLE NET STRAW BLANKET ON SIDESLOPE OF 3:1 OR LESS)
7. IF PLANT PLUGS WILL BE PLACED, PLACE EROSION CONTROL MATS AS DESCRIBED IN ITEM NO. 6.
8. CUT SLITS IN EROSION CONTROL MATS WHERE PLUGS WILL BE PLANTED, OPEN HOLE FOR THE PLUG ROOT BALL, AND INSERT PLANT. PRESS SOIL AROUND ROOTS TO ASSURE GOOD SOIL-ROOT CONTACT.
9. WATER PLANTS/SEED AFTER PLACEMENT.

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REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

GENERAL NOTES

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

PROFESSIONAL CIVIL ENGINEER
KYLE G. GRAHAM
E-14215
STATE OF NEBRASKA
1/4/16

drawn by:	KGG
checked by:	TH
approved by:	-
QA/QC by:	-
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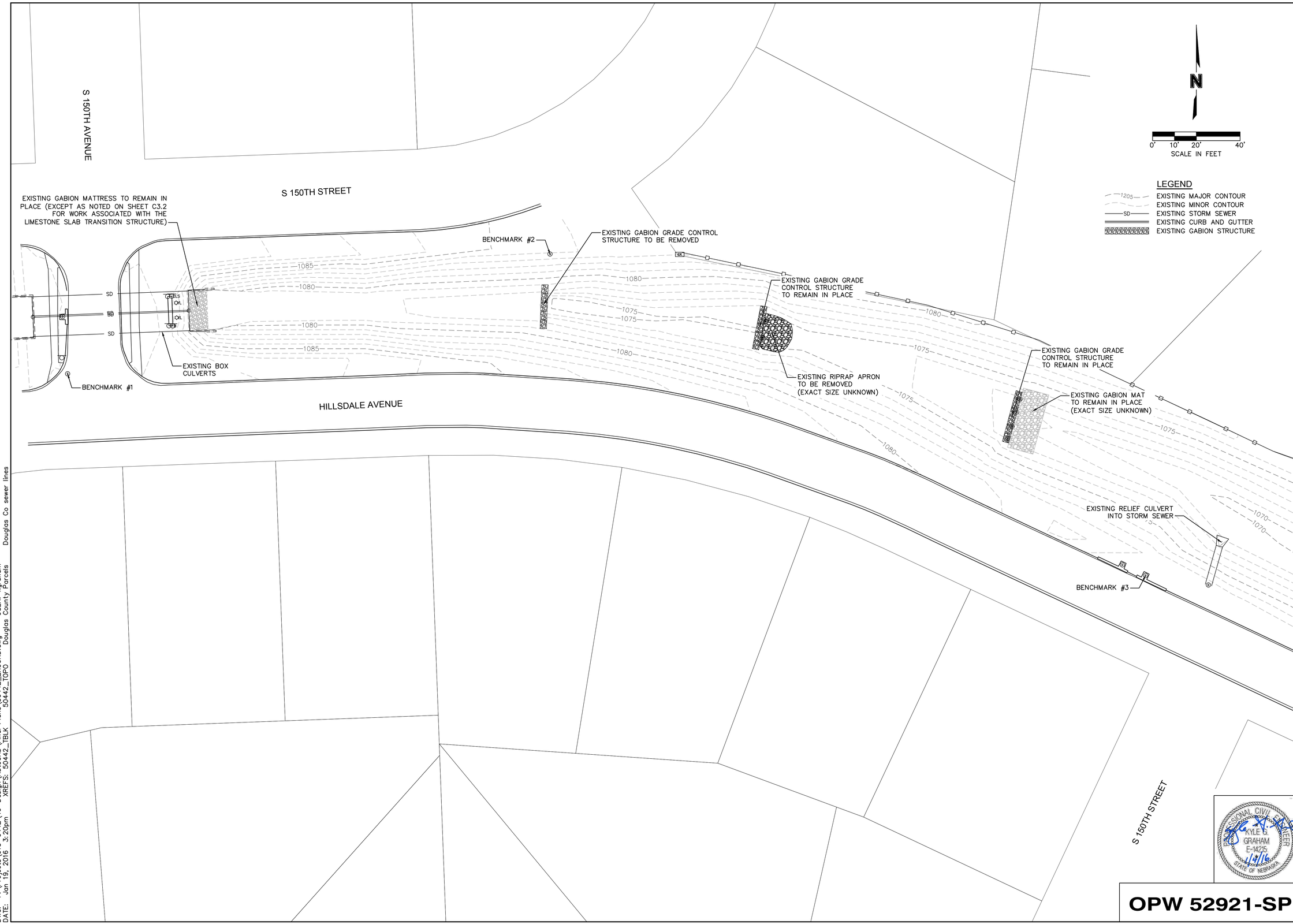

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EXISTING CONDITIONS PLAN

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NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

PROFESSIONAL CIVIL ENGINEER
KYLE G. GRAHAM
E-14215
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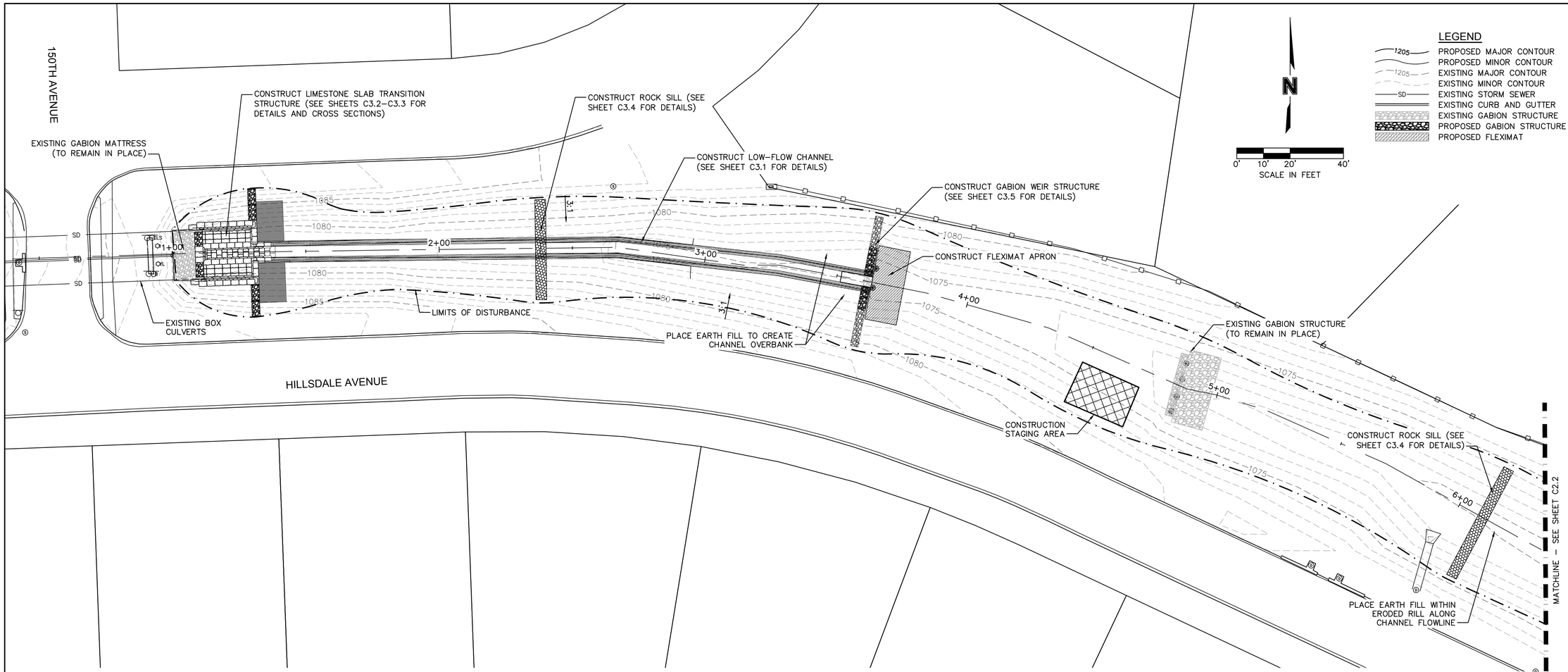

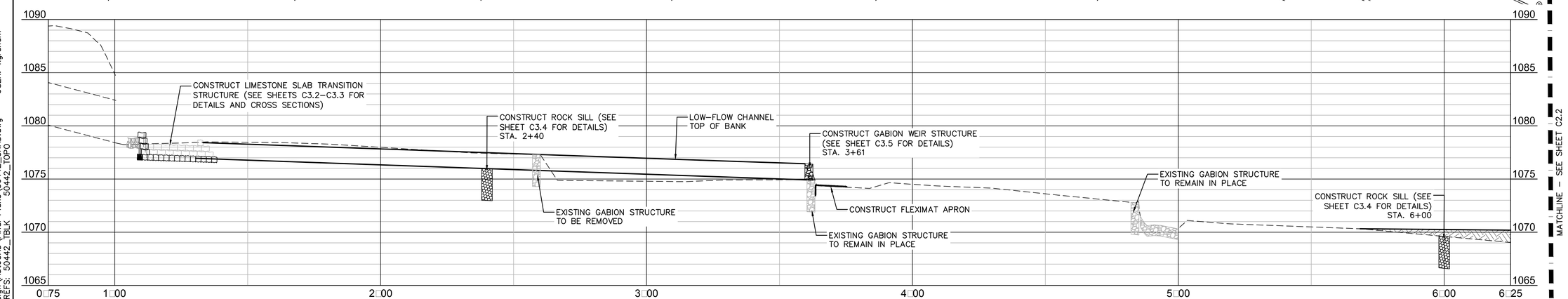

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GRADING PLAN

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

PROFESSIONAL CIVIL ENGINEER
KYLE G. GRAHAM
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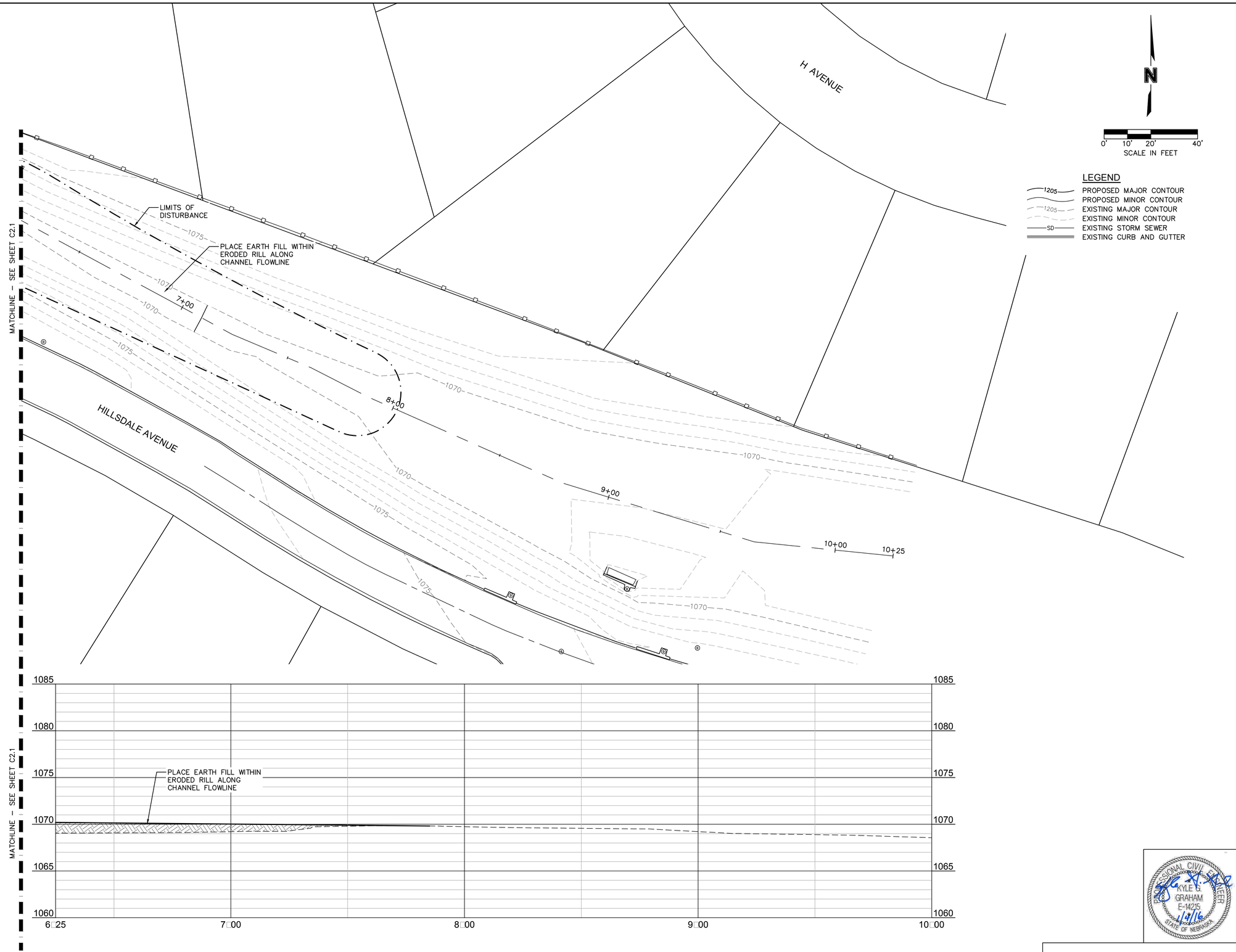

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GRADING PLAN

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NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

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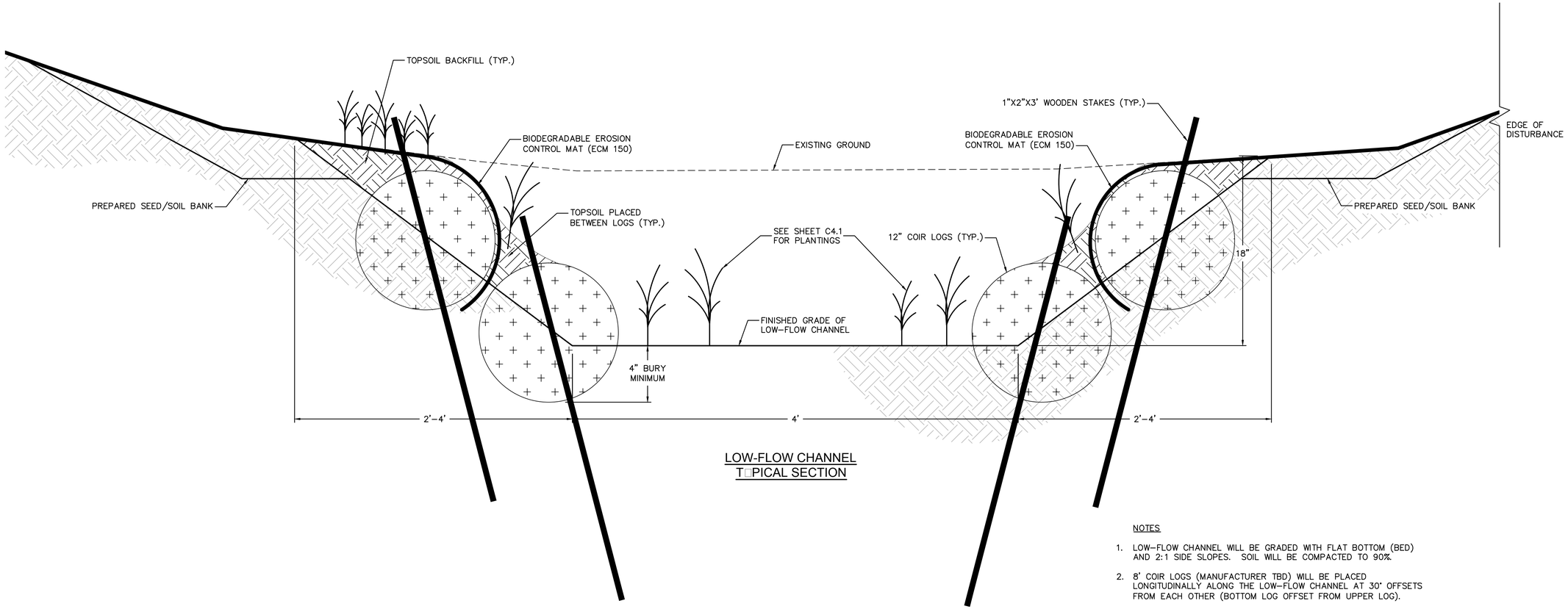

LOW-FLOW CHANNEL
TYPICAL SECTION

NOTES

1. LOW-FLOW CHANNEL WILL BE GRADED WITH FLAT BOTTOM (BED) AND 2:1 SIDE SLOPES. SOIL WILL BE COMPACTED TO 90%.
2. 8' COIR LOGS (MANUFACTURER TBD) WILL BE PLACED LONGITUDINALLY ALONG THE LOW-FLOW CHANNEL AT 30° OFFSETS FROM EACH OTHER (BOTTOM LOG OFFSET FROM UPPER LOG).
3. TOPSOIL WILL BE PACKED BETWEEN COIR LOGS.
4. LIVE PLUGS (SEE PLANTING PLAN) WILL BE PLANTED AT 2' INTERVALS ALONG THE LOW-FLOW CHANNEL BED, AND BETWEEN THE COIR LOGS.
5. SOIL ON THE BANKS ABOVE THE LOW-FLOW CHANNEL WILL BE MIXED WITH COMPOST TO A DEPTH OF 6", COMPACTED WITH A WALK-BEHIND SINGLE DRUM ROLLER, AND SCARIFIED FOR SEEDING. SEED WILL BE PLACED AS SHOWN IN THE PLANTING PLAN.
6. ECM 150 EROSION CONTROL MAT WILL BE TOED-IN TO THE UPPER COIR LOG AND LAID OUT ACROSS THE PREPARED/SEEDED SOIL BANK.

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REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

LOW-FLOW CHANNEL DETAILS

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

PROFESSIONAL CIVIL ENGINEER
KYLE G. GRAHAM
E-14215
STATE OF NEBRASKA
1/8/16

drawn by:	KGG
checked by:	TH
approved by:	-
QA/QC by:	-
project no.:	015-0442
drawing no.:	-
date:	01/04/16

OPW 52921-SP

SHEET
C3.1

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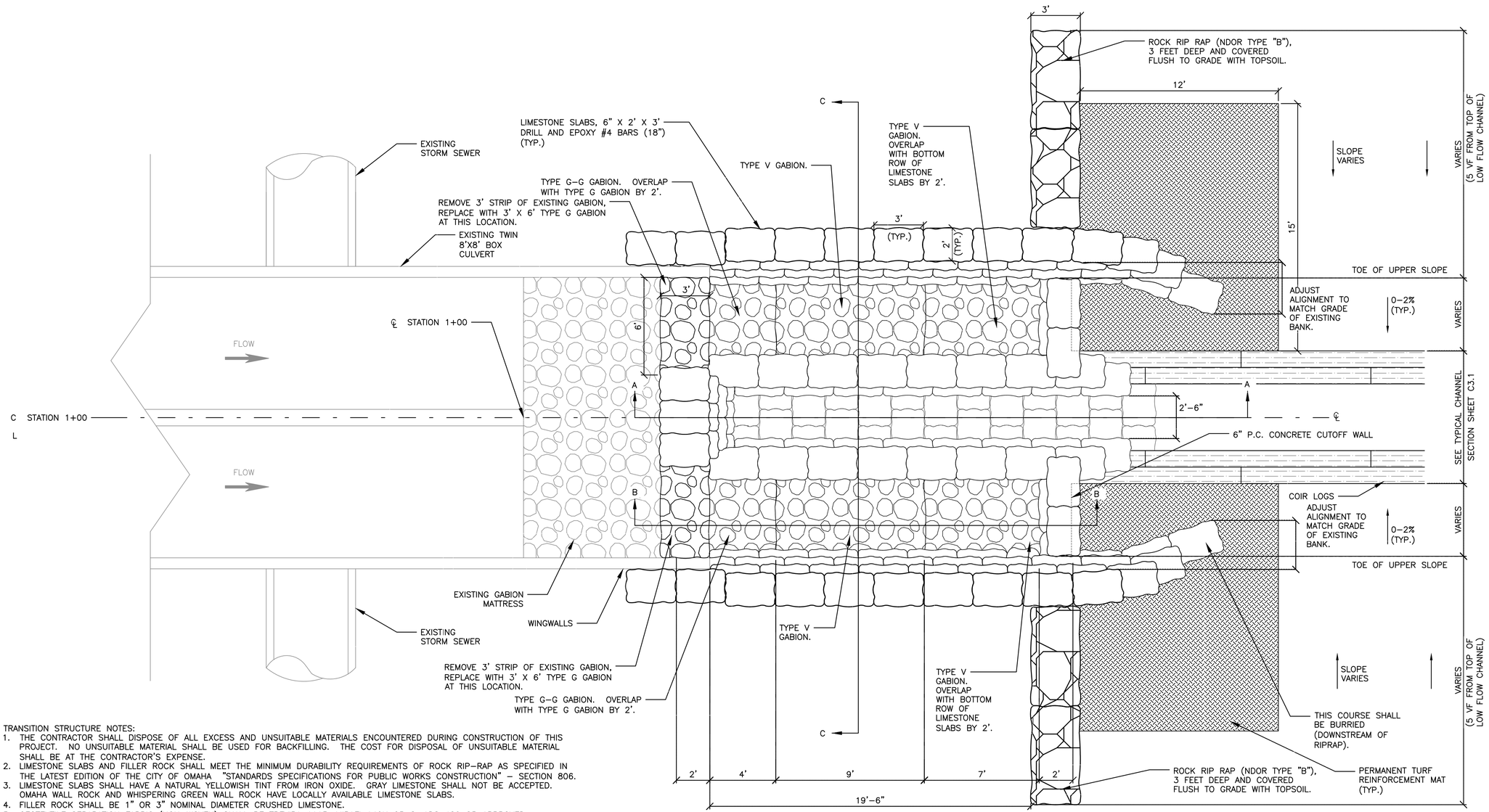

LIMESTONE SLAB TRANSITION STRUCTURE DETAIL
NO SCALE

TRANSITION STRUCTURE NOTES:

1. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS AND UNSUITABLE MATERIALS ENCOUNTERED DURING CONSTRUCTION OF THIS PROJECT. NO UNSUITABLE MATERIAL SHALL BE USED FOR BACKFILLING. THE COST FOR DISPOSAL OF UNSUITABLE MATERIAL SHALL BE AT THE CONTRACTOR'S EXPENSE.
2. LIMESTONE SLABS AND FILLER ROCK SHALL MEET THE MINIMUM DURABILITY REQUIREMENTS OF ROCK RIP-RAP AS SPECIFIED IN THE LATEST EDITION OF THE CITY OF OMAHA "STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" – SECTION 806.
3. LIMESTONE SLABS SHALL HAVE A NATURAL YELLOWISH TINT FROM IRON OXIDE. GRAY LIMESTONE SHALL NOT BE ACCEPTED. OMAHA WALL ROCK AND WHISPERING GREEN WALL ROCK HAVE LOCALLY AVAILABLE LIMESTONE SLABS.
4. FILLER ROCK SHALL BE 1" OR 3" NOMINAL DIAMETER CRUSHED LIMESTONE.
5. GEOTEXTILE SEPARATION FABRIC (NON-WOVEN) SHALL BE TREVIRA 1115, MIRAFI 140N OR S, ADS 420 OR APPROVED EQUIVALENT.
6. ROCK SHALL BE WORKED INTO PLACE TO PROVIDE GOOD INTERLOCK AND SOIL CONTACT. LOOSELY DUMPED ROCK LEFT IN PLACE WILL NOT BE ACCEPTED.
7. THE BOTTOM ROW OF LIMESTONE SLABS THAT SIT FLUSH WITH THE SUBGRADE DO NOT REQUIRE #4 BARS UNLESS THEY RAE SUPPORTED BY GABIONS.
8. THE TOP ROW OF LIMESTONE SLABS SHALL HAVE TWO #4 BARS (18") DRILLED AND EPOXIED IN PLACE FLUSH WITH THE TOP OF THE SLAB.
9. THE REMAINING LIMESTONE SLABS SHALL HAVE ONE #4 BAR (18") DRILLED AND EPOXIED IN PLACE FLUSH WITH THE TOP OF THE SLAB.
10. #4 BARS SHALL PENETRATE AT LEAST ONE SLAB BELOW IT TO TIE THE TWO SLABS TOGETHER.
11. PROPOSED GABIONS SHALL BE TIED TO EXISTING GABIONS WITH GALVANIZED WIRE OF A GAGE SPECIFIED BY THE MANUFACTURER.
12. GABIONS SHALL BE MODIFIED AS NEEDED TO FIT STRUCTURE.
13. LIMESTONE SLABS SHALL BE MODIFIED AS NEEDED, NO SLAB SHALL BE LESS THAN HALF OF WHAT IS NOTED IN PLANS.
14. PERMANENT TURF REINFORCEMENT MAT SHALL BE NORTH AMERICAN GREEN P300, OR APPROVED EQUIVALENT.
15. P.C. CONCRETE FOR CUTOFF WALL (TRENCH AND POUR) SHALL BE L65AE UNLESS OTHERWISE INDICATED.

GABION/MATRESS SCHEDULE

TYPE:	LENGTH:	WIDTH:	HEIGHT:	CAPACITY PER BASKET/MATRESS (CUBIC YARDS):	GABION/MATRESS QUANTITY	TOTAL CAPACITY (CUBIC YARDS)
G	6'-0"	3'-0"	1'-0"	0.67	2	1.34
G-G	6'-0"	6'-0"	1'-0"	1.30	2	2.60
V	9'-0"	6'-0"	1'-0"	2.00	4	8.00

APPROXIMATE QUANTITIES

BID ITEM	QUANTITY	UNIT
ROCK RIPRAP	12	TN
6" LIMESTONE SLABS (35.775 * 1.2)	43	TN
FILLER ROCK (1½")	14	TN
PERMANENT REINFORCEMENT MAT	40	SY

NOTE: THE ABOVE TABLES SHOW SOME OF THE MAJOR ITEMS ASSOCIATED WITH THE LUMP SUM BID FOR THE TRANSITION STRUCTURE. QUANTITIES ARE APPROXIMATE AND PROVIDED AS A COURTESY TO THE CONTRACTOR TO ASSIST IN BIDDING AND CONSTRUCTION. ALL QUANTITIES SHOULD BE VERIFIED BY THE CONTRACTOR.

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1/4/16

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LIMESTONE SLAB TRANSITION STRUCTURE DETAIL

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

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checked by:	TH
approved by:	-
QA/QC by:	-
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SHEET C3.2

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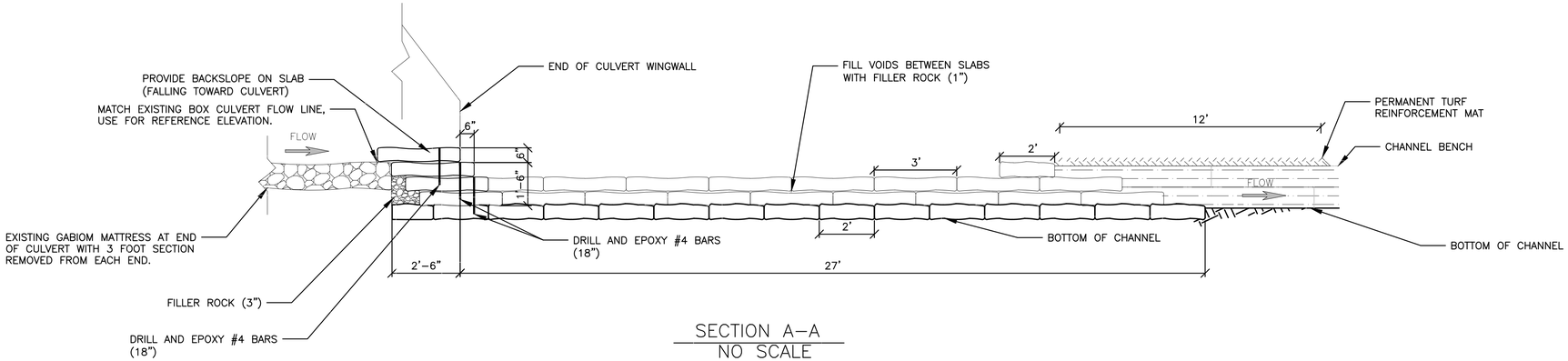

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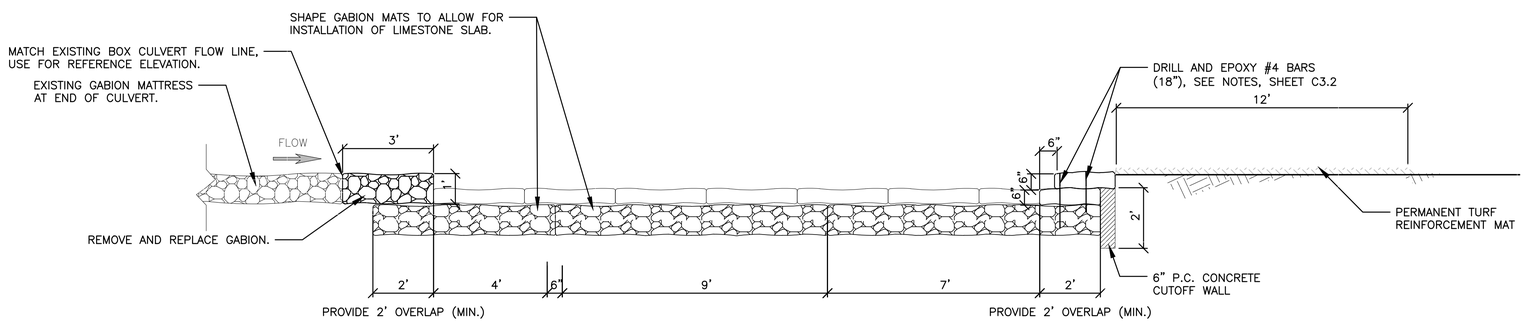

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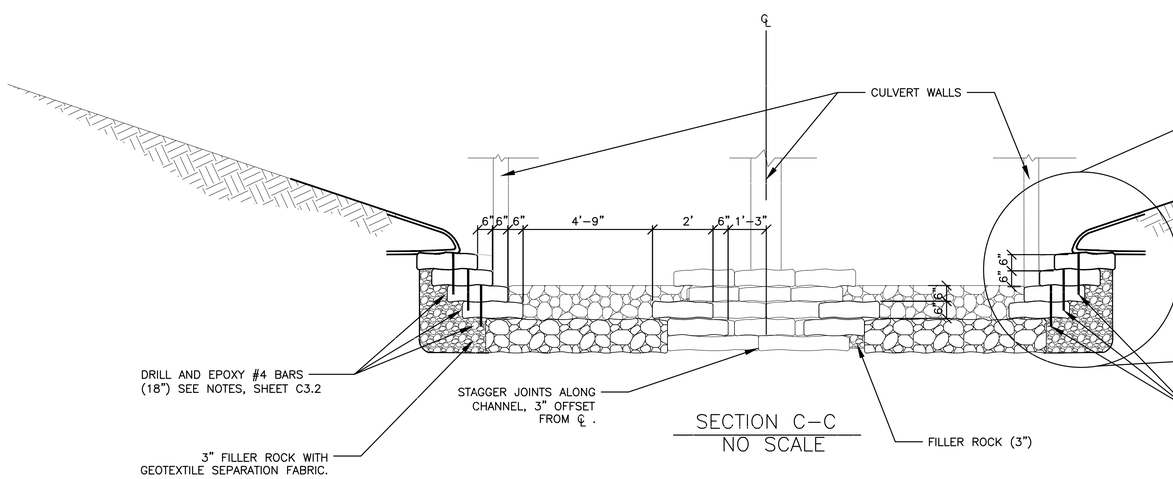

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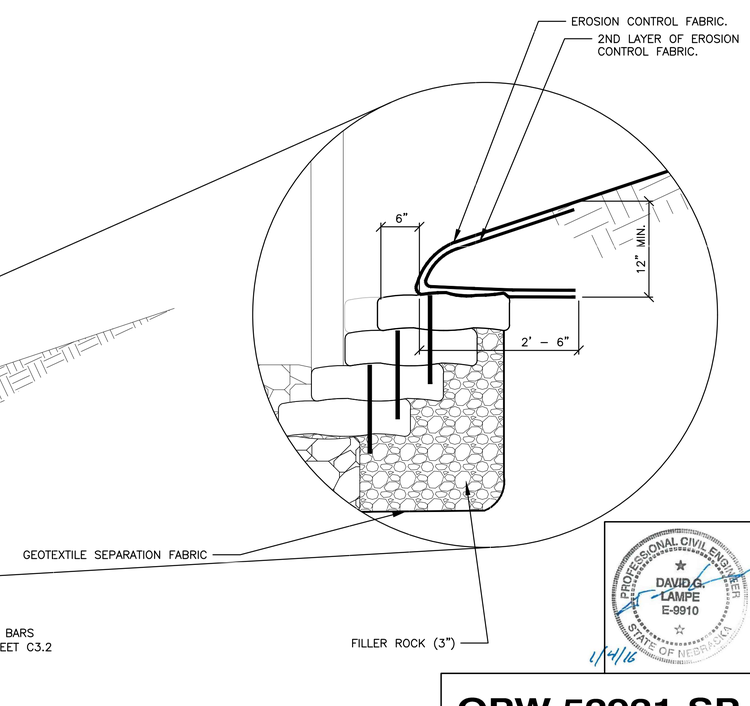

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LIMESTONE SLAB TRANSITION STRUCTURE DETAIL
(CONT'D)

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

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SHEET
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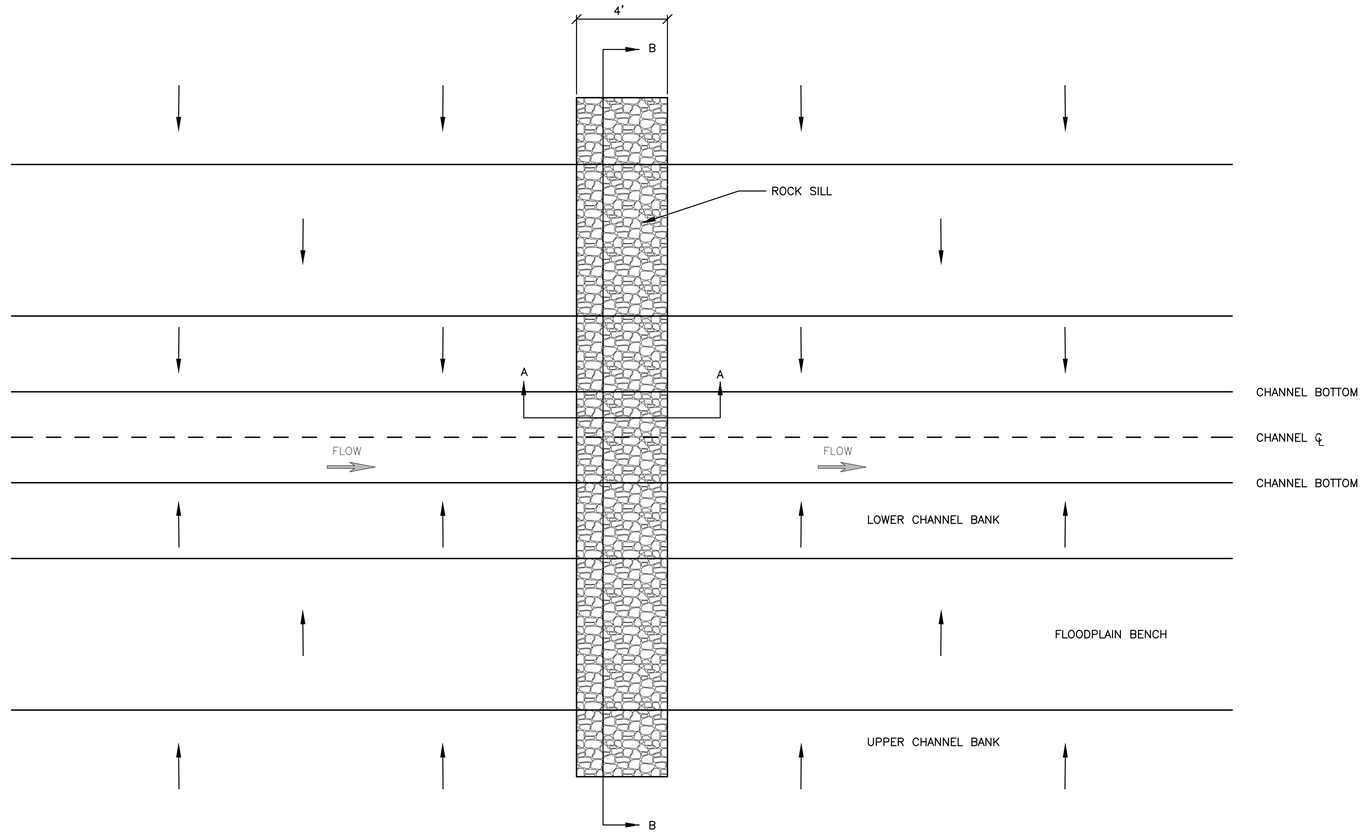
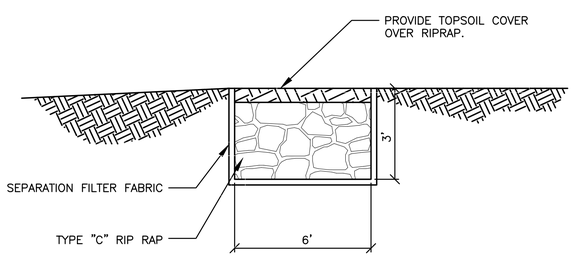


PLAN VIEW
NO SCALE



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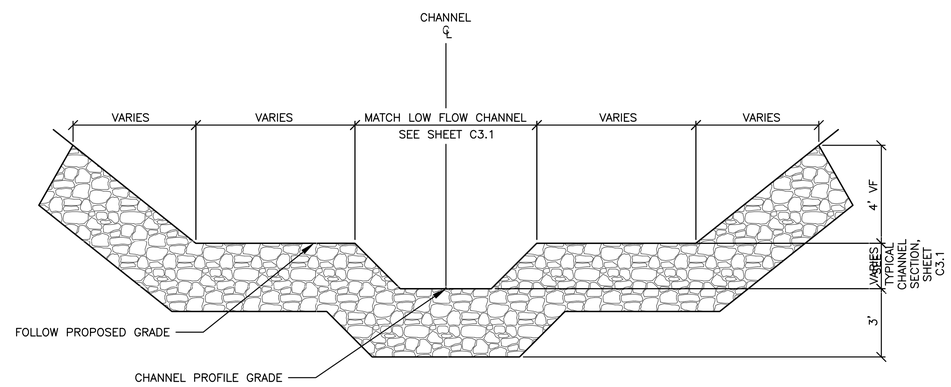

SECTION B–B
NO SCALE

ROCK SILL DETAIL
NO SCALE

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ROCK SILL DETAIL

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

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SHEET
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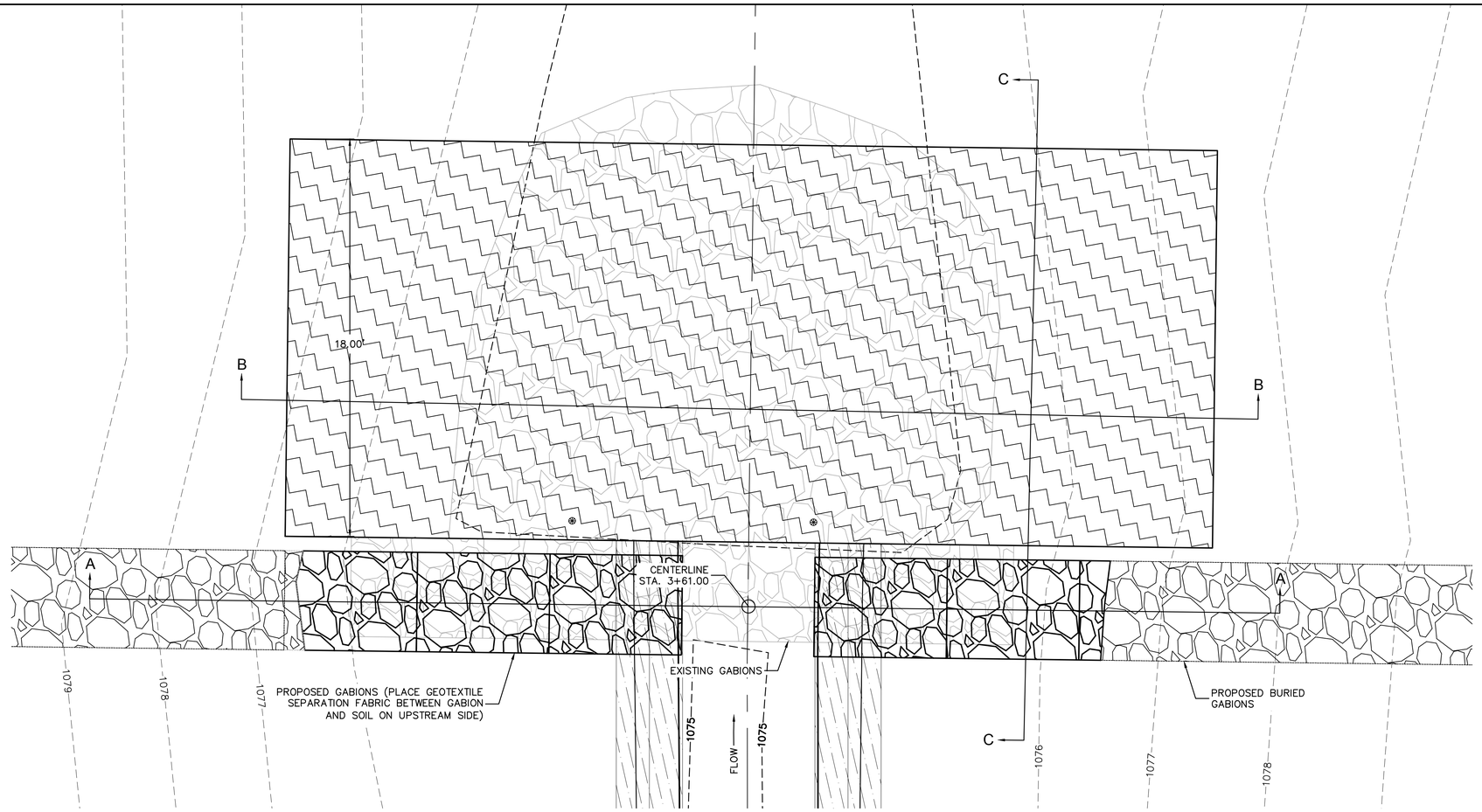
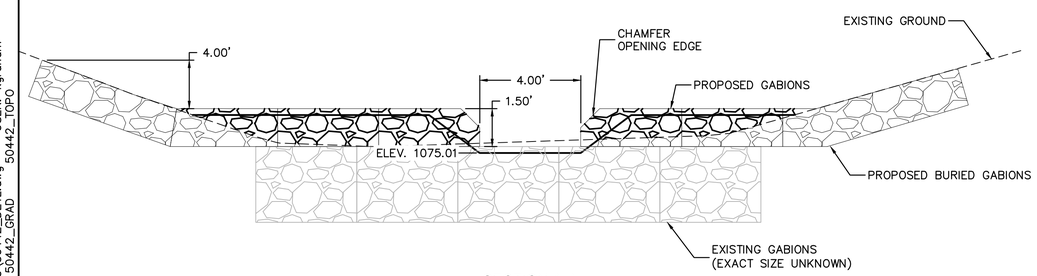


GABION CONTROL STRUCTURE 1



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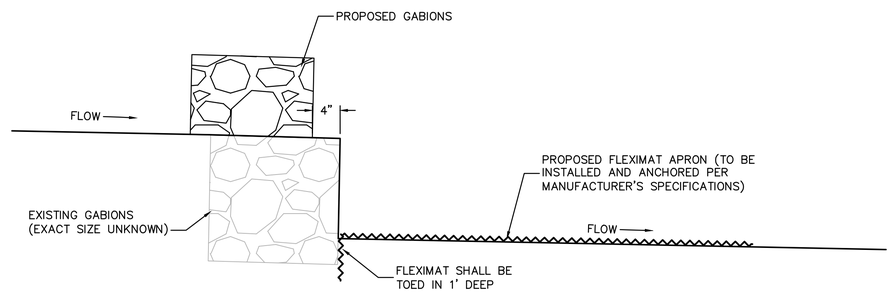

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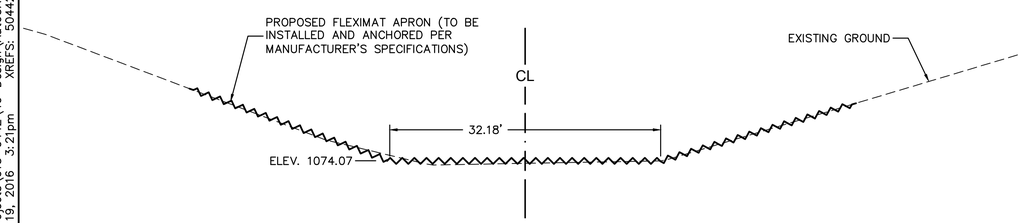

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GABION TRANSITION STRUCTURE DETAILS

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

PROFESSIONAL CIVIL ENGINEER
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STATE OF NEBRASKA
1/4/16

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SHEET
C3.5

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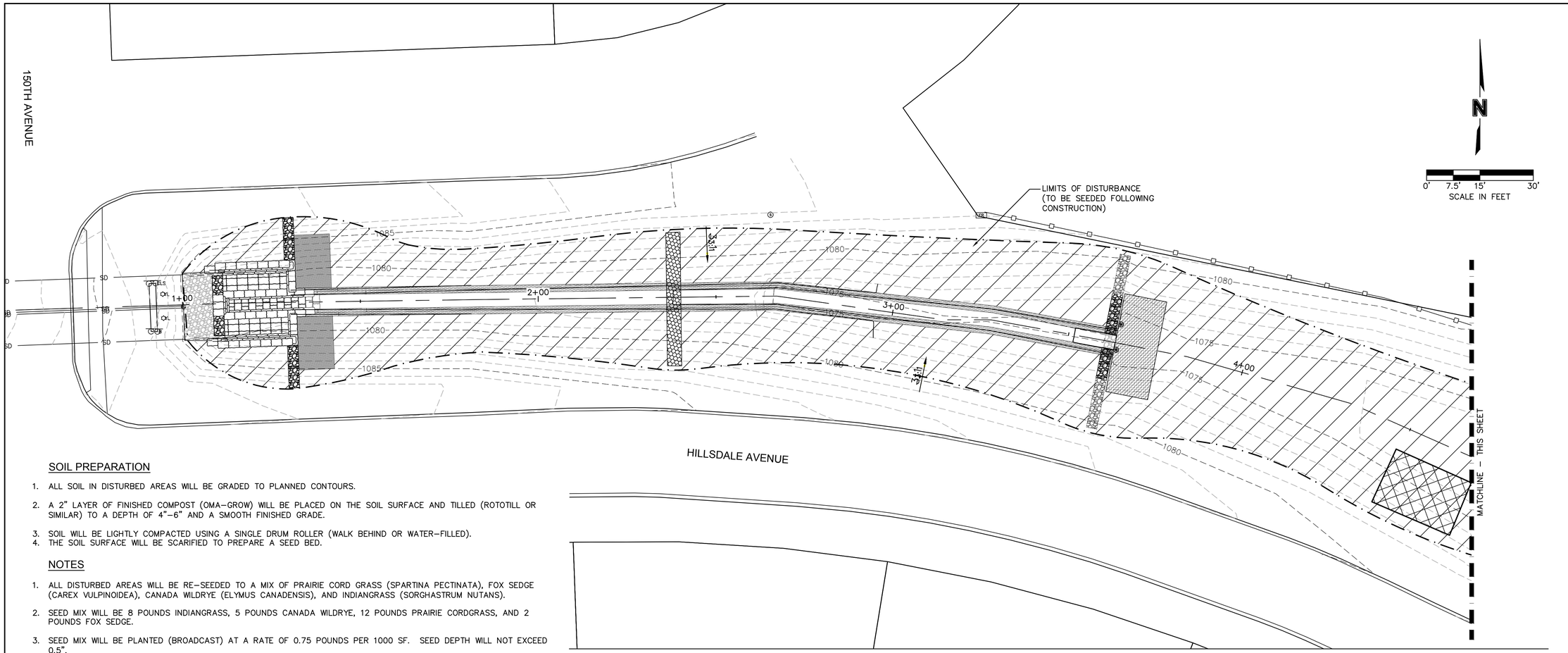
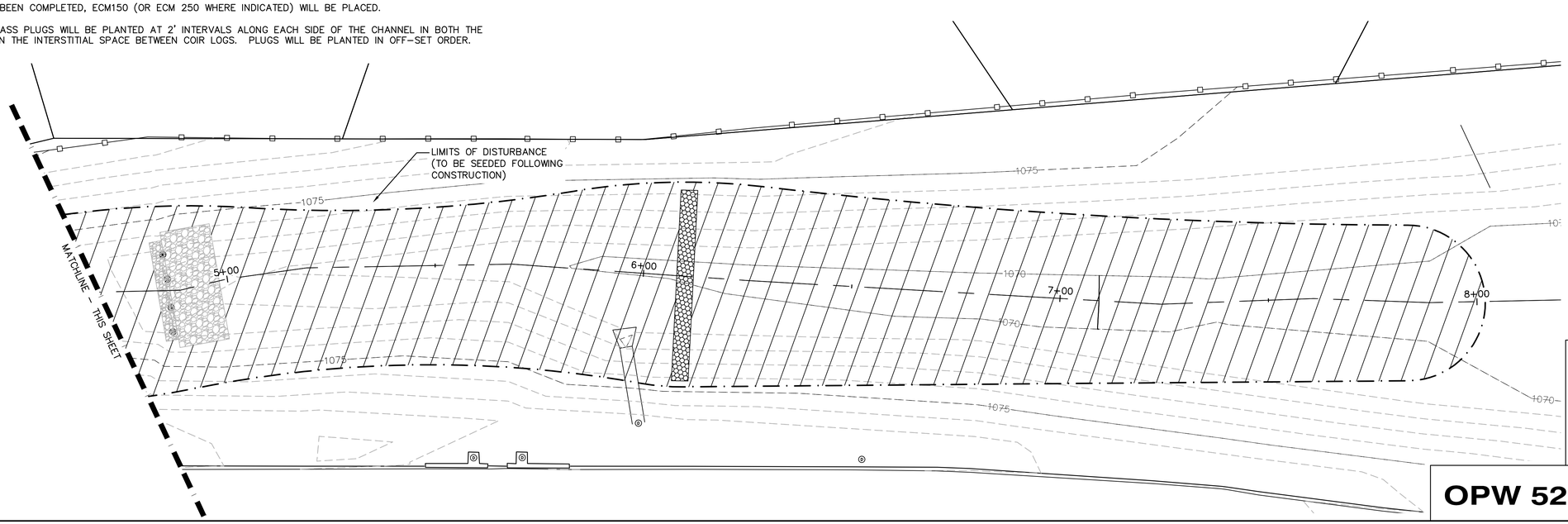


SOIL PREPARATION

1. ALL SOIL IN DISTURBED AREAS WILL BE GRADED TO PLANNED CONTOURS.
2. A 2" LAYER OF FINISHED COMPOST (OMA-GROW) WILL BE PLACED ON THE SOIL SURFACE AND TILLED (ROTOTILL OR SIMILAR) TO A DEPTH OF 4"-6" AND A SMOOTH FINISHED GRADE.
3. SOIL WILL BE LIGHTLY COMPACTED USING A SINGLE DRUM ROLLER (WALK BEHIND OR WATER-FILLED).
4. THE SOIL SURFACE WILL BE SCARIFIED TO PREPARE A SEED BED.

NOTES

1. ALL DISTURBED AREAS WILL BE RE-SEEDED TO A MIX OF PRAIRIE CORD GRASS (SPARTINA PECTINATA), FOX SEDGE (CAREX VULPINOIDEA), CANADA WILDRYE (ELYMUS CANADENSIS), AND INDIANGRASS (SORGHASTRUM NUTANS).
2. SEED MIX WILL BE 8 POUNDS INDIANGRASS, 5 POUNDS CANADA WILDRYE, 12 POUNDS PRAIRIE CORDGRASS, AND 2 POUNDS FOX SEDGE.
3. SEED MIX WILL BE PLANTED (BROADCAST) AT A RATE OF 0.75 POUNDS PER 1000 SF. SEED DEPTH WILL NOT EXCEED 0.5".
4. AFTER SEEDING, THE SOIL WILL BE LIGHTLY RAKED AND COMPACTED TO ASSURE SOIL-SEED CONTACT.
5. AFTER SEEDING HAS BEEN COMPLETED, ECM150 (OR ECM 250 WHERE INDICATED) WILL BE PLACED.
6. LIVE PRAIRIE CORDGRASS PLUGS WILL BE PLANTED AT 2' INTERVALS ALONG EACH SIDE OF THE CHANNEL IN BOTH THE CHANNEL BED, AND IN THE INTERSTITIAL SPACE BETWEEN COIR LOGS. PLUGS WILL BE PLANTED IN OFF-SET ORDER.



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PLANTING PLAN

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

PROFESSIONAL CIVIL ENGINEER
KYLE G. GRAHAM
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STATE OF NEBRASKA
1/4/16

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SHEET
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150TH AVENUE

ECM150 (PERMANENT, SEE SHEET C3.1)

ALL DISTURBED SLOPES 5:1 OR STEEPER SHALL BE PROTECTED BY EROSION CONTROL BLANKET

ECM150 (PERMANENT, SEE SHEET C3.1)

EXISTING BOX CULVERTS

SD

1+00

2+00

3+00

4+00

5+00

6+00

1085

1080

1075

3:1

CONSTRUCT TEMPORARY SEDIMENT WATTLE

EXPECTED LIMITS OF DISTURBANCE

ECM150 (PERMANENT, SEE SHEET C3.1)

HILLSDALE AVENUE

CONSTRUCT TEMPORARY SEDIMENT WATTLE

CONSTRUCTION STAGING AREA

EXISTING STORMWATER INLETS

N

0' 10' 20' 40'

SCALE IN FEET

LEGEND

- 1205 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 1205 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- SD EXISTING STORM SEWER
- EXISTING CURB AND GUTTER
- EXISTING GABION STRUCTURE
- PROPOSED GABION STRUCTURE
- PROPOSED FLEXIMAT
- PROPOSED WATTLE
- LIMITS OF DISTURBANCE

NOTES

1. ORDER OF WORK TO BE PLANNED IN SEGMENTS, WITH UPSTREAM OUTFLOW STRUCTURE CONSTRUCTED FIRST, LOW-FLOW CHANNEL TO GABION STRUCTURE #1 CONSTRUCTED SECOND, AND SO ON TO MINIMIZE LAND DISTURBANCE AREA AT ANY GIVEN TIME.
2. SOIL SHALL BE FULLY PREPARED AND SEEDED PRIOR TO PLACEMENT OF PERMANENT ECM.
3. WATTLES WILL BE PLACED IN SWALE CHANNEL AT 100' INTERVALS UNTIL SITE IS STABILIZED.
4. WATTLES SHALL BE REMOVED FROM THE SITE AFTER VEGETATION HAS STABILIZED.

PROFESSIONAL CIVIL ENGINEER KYLE G. GRAHAM E-14215 STATE OF NEBRASKA 1/4/16

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STORMWATER POLLUTION PREVENTION PLAN

HILLSDALE DRAINAGE SWALE IMPROVEMENTS
NEAR 150TH AVENUE & HILLSDALE AVENUE

OMAHA, NEBRASKA

2016

drawn by:	KGG
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