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SPECIFICATIONS
FOR
SCHRAM ROAD
84th STREET TO 90th STREET
CITY OF PAPILLION

TD2 File No. 181-597.22

SPECIFICATIONS
FOR
CITY OF PAPIILLION
SCHRAM ROAD 84TH STREET TO 90TH STREET

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NOTICE TO CONTRACTORS

City of Papillion
Papillion, Nebraska

CITY OF PAPIILLION
SCHRAM ROAD 84TH STREET TO 90TH STREET

Sealed proposals will be received by Eliza Butler, Clerk of said City, at City Hall, 122 East Third Street, Papillion, Nebraska 68046, until 11:30 a.m. on the 1st day of April, 2016, for the furnishing of all labor, materials, use of Contractor's equipment, plant, and all else necessary to construct properly all of the improvements within the project "SCHRAM ROAD 84TH STREET TO 90TH STREET."

At such hour, or as soon as practicable thereafter, the City of Papillion will proceed to publicly open, in the presence of all bidders, and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities	
1	Mobilization	1	LS
2	Install and Maintain Stabilized Construction Entrance	2	EA
3	Traffic Control	1	LS
4	Clearing and Grubbing	1	LS
5	Sawcut & Remove Existing P.C.C. Pavement	17	SY
6	Remove Existing Sidewalk Pavement	40	SY
7	Remove Aggregate Surfacing	1,060	CY
8	Remove Modular Block Retaining Wall	133	LF
9	Remove 24" CMP	83	LF
10	Remove 18" CMP	40	LF
11	Remove 15" RCP	51	LF
12	Remove and Salvage 36" Conc FES	1	EA
13	Remove Area Inlet	1	EA
14	Remove Signs	14	EA
15	Remove Mailbox	1	EA
16	Set Temporary Mailbox	1	EA
17	Stockpile and Redistribute Topsoil (Qty Moved Twice)	4,000	CY
18	Common Earth Excavation, in Place	9,850	CY
19	Common Earth - Excess/Haul-off	3,100	CY
20	Modular Block Retaining Wall, In Place	3,100	SF
21	9" P.C.C. Pavement With Integral Curb	12,420	SY
22	7" P.C.C. Driveway Returns	60	SY
23	5" P.C.C Pavement	4,200	SY
24	10' Wide Curb Ramp With Detectable Warnings, In Place	1	EA
25	5' Wide Curb Ramps With Detectable Warnings, In Place	4	EA
26	Drill and Grout 1- 1/8" x 18" Epoxy Coated Smooth Dowel Bars, In Place	112	EA
27	4" Wide Pavement Striping, In Place (Double Yellow)	9,400	LF

Item	Description	Estimated Quantities	
28	8" Wide Pavement Striping, In Place (White)	600	LF
29	Pavement Marking - Left Turn Arrow	4	EA
30	Pavement Marking - "ONLY"	2	EA
31	4" Wide Pedestrian Crossing Striping, In Place	260	LF
32	Stop Bar Striping	14	LF
33	Post Mounted Traffic Sign, In Place	6	EA
34	Post Mounted Street Name Sign, In Place	1	EA
35	15" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	322	LF
36	18" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	609	LF
37	24" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	194	LF
38	30" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	270	LF
39	36" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	370	LF
40	Type I Curb Inlet, In Place	7	EA
41	Type I Curb Inlet, Depth <7', In Place	1	EA
42	Type III Curb Inlet, In Place	6	EA
43	Type III Curb Inlet, Depth >7', In Place	1	EA
44	60" ID Storm Sewer Manhole, In Place	40	VF
45	54" ID Storm Sewer Manhole, In Place	7	VF
46	48" ID Type 2 City of Omaha Area Inlet, In Place	10	VF
47	60" ID Type 2 City of Omaha Area Inlet, In Place	11	VF
48	15" RCP Flared End Section	1	EA
49	Install Salvaged 36" RCP Flared End Section	1	EA
50	15" Concrete Collar	1	EA
51	24" Concrete Collar	1	EA
52	30" Concrete Collar	1	EA
53	36" Concrete Collar	2	EA
54	Tap Existing Pipe	1	EA
55	Tap Existing Structure	1	EA
56	Adjust Storm Manhole to Surface	2	EA
57	Replace Manhole Ring and Cover, In Place	1	EA
58	Adjust Water Valve to Surface	6	EA
59	Fire Hydrant Extension - Adjust to Surface	1	EA
60	Fire Hydrant Extension – Offset horizontally and set behind curb	1	EA
61	Adjust Sanitary Manhole to Surface	3	EA
62	Install and Maintain Fabric Silt Fence, In Place	1,900	LF
63	City of Omaha, Type II, Erosion Control Blanket, In Place	13,300	SY
64	City of Omaha, Type B Seed w/Starter Fertilizer, In Place	2	AC
65	City of Omaha, Type C Seed w/Starter Fertilizer, In Place	2	AC
66	Temporary Seed	3	AC
67	Mailbox Replacement	1	EA
68	Remove Fabric Silt Fence	1,900	LF
69	Remove Stabilized Construction Entrance	2	EA

A Pre-bid meeting will be held at the Papillion Public Works Department office (9909 Portal Road, Bldg A, Papillion, NE 68046) on Friday March 25, 2016 at 9:15 A.M. to clarify questions and to discuss scheduling and coordination items.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreesen & Dornier, Inc., Design Engineers for the City, and now filed in the office of the City Clerk of Papillion at City Hall, 122 East Third, Papillion, Nebraska 68046, and bids will be received only upon the Proposal form furnished through the Contract Engineer for the City.

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of 5% of the bid submitted, payable without condition to the Treasurer, City of Papillion, Nebraska, or a bid bond for a like amount as evidence of good faith of the bidder and as agreed upon liquidated damages to the City of Papillion in the event the bidder whose proposal is accepted by the Mayor and City Council fails to enter into contract within ten (10) days after Notice of Award and furnish acceptable bond to complete the work and pay for all labor done and materials used, such bond to be in the amount of 100% of the total bid price.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids. This project start date has not been set. Property and easement acquisition are presently ongoing and the contract start date will not be set until property and easement areas have been acquired. A contract period of 100 working days to substantially complete the project will be set for the project.

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

Drawings, Specifications and Contract Documents may be examined online at www.standardshare.com. Search for the project name in the planroom found at www.standardshare.com. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and is non-refundable. Project documents may also be examined at the office of The City Clerk of the City of Papillion at City Hall, 122 East Third Street, Papillion, Nebraska 68046. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

The City of Papillion, Nebraska reserves the right to waive informalities and to reject all or any bids.

THE CITY OF PAPIILLION, NEBRASKA

By: David Black
Mayor

Attest: Eliza Butler
City Clerk

TD2 File No. 181-597.24

NC-3

INFORMATION FOR BIDDERS

BID LETTING:

Bids will be received by the owner named in the Notice to Contractors at the location given therein until the date and time stated in said Notice, and then will be publicly opened and read aloud.

BIDDER'S ACKNOWLEDGEMENT:

The bidder acknowledges by the submission of his bid that he has examined all Contract Documents and the site of the proposed work and has satisfied himself as to the feasibility of the proposed project. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. No verbal agreement or conversation with any officer, agent, or employee of the owner, or with the owner himself, or with any other person shall affect or modify the scope of the work in any way.

Written requests for interpretation or clarification of any portion of the contract documents shall be answered by the engineer with Addenda, if such requests are received more than 48 hours prior to the scheduled bid opening time.

BIDS:

Each bid must be submitted in a sealed envelope addressed to the aforementioned owner. The envelope must be marked "Bid" and carry the title of the project. The name and address of the bidder shall also be marked on the envelope.

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by bid security in the amount defined in the Notice to Contractors. Said security may be a certified check or bond as required by the Notice to Contractors. The former may be used in any event. The envelope bearing this security shall be marked as previously described, except that the word "Bid" shall be replaced by "Bid Security".

WITHDRAWING PROPOSALS:

A bidder may withdraw his proposal at any time prior to the scheduled bid opening. Proposals may be withdrawn only by the bidder or his authorized agent; neither the engineer nor the owner, nor any employee of either of them shall be permitted to act for a bidder in the withdrawal of a proposal. Any proposal received after the scheduled bid opening time shall be returned unopened. No bidder may withdraw his proposal within 30 days after bids are opened. The scheduled bid opening time shall be according to the local time in effect on the date of bid opening whether Standard Time or Daylight Time.

IRREGULAR PROPOSALS:

The proposal must be submitted on the form furnished by the Engineer. It must be filled out with ink or typewritten, without erasure, interlineations or changes. Any irregular proposal may be rejected; however, the owner reserves the right to waive irregularities, or to reject any or all bids. Proposals may be considered irregular for reasons including, but not limited to the following:

1. If the proposal form furnished is not used, or is altered.
2. If there are unauthorized additions, deletions, or substitutions in the proposal.
3. If the bidder adds any provisions reserving the right to accept or reject award of the contract, or to modify the date to commence or finish work.

4. If the bidder fails to complete the proposal or any particulars where information is requested so his proposal may be properly evaluated.

PROPOSAL EVALUATION:

After the proposals have been opened, they will be compared on the basis of a correct summation of the products of the quantities shown on the bid schedule by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern, or the proposal may be rejected. Any or all proposals may be rejected if there is reason to believe that collusion exists among bidders.

BIDDER QUALIFICATION:

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigations of such bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the agreement and to complete the work defined herein.

RETURN OF BID SECURITY:

After the proposals have been examined, the bid security of all but the low three bidders will be returned. The security of the remaining two unsuccessful bidders will be returned when the agreement has been executed. The security of the successful bidder will be returned when the required bonds and insurance certificates have been submitted and approved.

CONTRACTOR'S RESPONSE:

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond, and insurance certificates within ten calendar days from the date when Notice of Award is delivered to the bidder. A performance bond and payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract, including satisfactory performance of the constructed improvements for the period of guarantee. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Bonds shall be drawn in accordance with the forms bound herein, or approved equal. In addition, bond requirements of any governmental body exercising jurisdiction over the project shall be complied with. In case of failure of the bidder to execute the agreement, the Owner may at his option consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

OWNER'S RESPONSE:

After receipt of any acceptable performance bond, payment bond, insurance certificates, and agreement signed by the party to whom the agreement was awarded, the Owner shall sign the agreement and return to such party an executed duplicate of the agreement.

NOTICE TO PROCEED:

The Notice to Proceed shall be issued after the execution of the Agreement by the Owner; this Notice will define the date when work is to begin.

TITLE VI ASSURANCES:

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

TD2 181-597.25

PROPOSAL

BID DATE: April 1, 2016 at 11:30 A.M.

TO: Eliza Butler, Clerk
City of Papillion, Nebraska

CITY OF PAPIILLION
SCHRAM ROAD 84TH STREET TO 90TH STREET

The undersigned, having carefully examined the plans and specifications and contract documents prepared by Thompson, Dreessen & Dorner, Inc., engineers for the construction of "SCHRAM ROAD 84TH STREET TO 90TH STREET", in and for the City of Papillion, Nebraska, and other such work as may be incidental thereto, and having carefully examined the site of the work, hereby proposes to furnish all labor, tools, materials and equipment required for the performance of such work according to the following schedule of approximate quantities for the unit prices herein set forth:

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization	1 LS	\$_____ /	LS \$_____
2	Install and Maintain Stabilized Construction Entrance	2 EA	\$_____ /	EA \$_____
3	Traffic Control	1 LS	\$_____ /	LS \$_____
4	Clearing and Grubbing	1 LS	\$_____ /	LS \$_____
5	Sawcut & Remove Existing P.C.C. Pavement	17 SY	\$_____ /	SY \$_____
6	Remove Existing Sidewalk Pavement	40 SY	\$_____ /	SY \$_____
7	Remove Aggregate Surfacing	1,060 CY	\$_____ /	CY \$_____
8	Remove Modular Block Retaining Wall	133 LF	\$_____ /	LF \$_____
9	Remove 24" CMP	83 LF	\$_____ /	LF \$_____
10	Remove 18" CMP	40 LF	\$_____ /	LF \$_____
11	Remove 15" RCP	51 LF	\$_____ /	LF \$_____
12	Remove and Salvage 36" Conc FES	1 EA	\$_____ /	EA \$_____
13	Remove Area Inlet	1 EA	\$_____ /	EA \$_____
14	Remove Signs	14 EA	\$_____ /	EA \$_____
15	Remove Mailbox	1 EA	\$_____ /	EA \$_____
16	Set Temporary Mailbox	1 EA	\$_____ /	EA \$_____
17	Stockpile and Redistribute Topsoil (Qty Moved Twice)	4,000 CY	\$_____ /	CY \$_____
18	Common Earth Excavation, in Place	9,850 CY	\$_____ /	CY \$_____
19	Common Earth - Excess/Haul-off	3,100 CY	\$_____ /	CY \$_____
20	Modular Block Retaining Wall, In Place	3,100 SF	\$_____ /	SF \$_____
21	9" P.C.C. Pavement With Integral Curb	12,420 SY	\$_____ /	SY \$_____
22	7" P.C.C. Driveway Returns	60 SY	\$_____ /	SY \$_____
23	5" P.C.C Pavement	4,200 SY	\$_____ /	SY \$_____
24	10' Wide Curb Ramp With Detectable Warnings, In Place	1 EA	\$_____ /	EA \$_____
25	5' Wide Curb Ramps With Detectable Warnings, In Place	4 EA	\$_____ /	EA \$_____
26	Drill and Grout 1- 1/8" x 18" Epoxy Coated Smooth Dowel Bars, In Place	112 EA	\$_____ /	EA \$_____
27	4" Wide Pavement Striping, In Place (Double Yellow)	9,400 LF	\$_____ /	LF \$_____

Item	Description	Approx. Quantities		Unit Price	Amount
28	8" Wide Pavement Striping, In Place (White)	600	LF	\$_____ /	LF \$_____
29	Pavement Marking - Left Turn Arrow	4	EA	\$_____ /	EA \$_____
30	Pavement Marking - "ONLY"	2	EA	\$_____ /	EA \$_____
31	4" Wide Pedestrian Crossing Striping, In Place	260	LF	\$_____ /	LF \$_____
32	Stop Bar Striping	14	LF	\$_____ /	LF \$_____
33	Post Mounted Traffic Sign, In Place	6	EA	\$_____ /	EA \$_____
34	Post Mounted Street Name Sign, In Place	1	EA	\$_____ /	EA \$_____
35	15" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	322	LF	\$_____ /	LF \$_____
36	18" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	609	LF	\$_____ /	LF \$_____
37	24" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	194	LF	\$_____ /	LF \$_____
38	30" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	270	LF	\$_____ /	LF \$_____
39	36" I.D. RCP Storm Sewer, Class III, With Bedding, In Place	370	LF	\$_____ /	LF \$_____
40	Type I Curb Inlet, In Place	7	EA	\$_____ /	EA \$_____
41	Type I Curb Inlet, Depth <7', In Place	1	EA	\$_____ /	EA \$_____
42	Type III Curb Inlet, In Place	6	EA	\$_____ /	EA \$_____
43	Type III Curb Inlet, Depth >7', In Place	1	EA	\$_____ /	EA \$_____
44	60" ID Storm Sewer Manhole, In Place	40	VF	\$_____ /	VF \$_____
45	54" ID Storm Sewer Manhole, In Place	7	VF	\$_____ /	VF \$_____
46	48" ID Type 2 City of Omaha Area Inlet, In Place	10	VF	\$_____ /	VF \$_____
47	60" ID Type 2 City of Omaha Area Inlet, In Place	11	VF	\$_____ /	VF \$_____
48	15" RCP Flared End Section	1	EA	\$_____ /	EA \$_____
49	Install Salvaged 36" RCP Flared End Section	1	EA	\$_____ /	EA \$_____
50	15" Concrete Collar	1	EA	\$_____ /	EA \$_____
51	24" Concrete Collar	1	EA	\$_____ /	EA \$_____
52	30" Concrete Collar	1	EA	\$_____ /	EA \$_____
53	36" Concrete Collar	2	EA	\$_____ /	EA \$_____
54	Tap Existing Pipe	1	EA	\$_____ /	EA \$_____
55	Tap Existing Structure	1	EA	\$_____ /	EA \$_____
56	Adjust Storm Manhole to Surface	2	EA	\$_____ /	EA \$_____
57	Replace Manhole Ring and Cover, In Place	1	EA	\$_____ /	EA \$_____
58	Adjust Water Valve to Surface	6	EA	\$_____ /	EA \$_____
59	Fire Hydrant Extension - Adjust to Surface	1	EA	\$_____ /	EA \$_____
60	Fire Hydrant Extension – Offset horizontally and set behind curb	1	EA	\$_____ /	EA \$_____
61	Adjust Sanitary Manhole to Surface	3	EA	\$_____ /	EA \$_____
62	Install and Maintain Fabric Silt Fence, In Place	1,900	LF	\$_____ /	LF \$_____
63	City of Omaha, Type II, Erosion Control Blanket, In Place	13,300	SY	\$_____ /	SY \$_____
64	City of Omaha, Type B Seed w/Starter Fertilizer, In Place	2	AC	\$_____ /	SY \$_____
65	City of Omaha, Type C Seed w/Starter Fertilizer, In Place	2	AC	\$_____ /	AC \$_____
66	Temporary Seed	3	AC	\$_____ /	AC \$_____

Item	Description	Approx. Quantities		Unit Price	Amount	
67	Mailbox Replacement	1	EA	\$_____ /	EA	\$_____
68	Remove Fabric Silt Fence	1,900	LF	\$_____ /	LF	\$_____
69	Remove Stabilized Construction Entrance	2	EA	\$_____ /	EA	\$_____
TOTAL BID						\$_____

The undersigned hereby agrees to commence work on the "SCHRAM ROAD 84th St to 90th St" project within ten (10) days of the date defined by the Notice to Proceed and to complete all work described within 90 working days.

The undersigned further agrees to furnish the required bonds and to sign a contract within ten (10) days from and after the acceptance of this Proposal, and agrees to begin work by the date specified and to complete same by the construction milestone dates or pay liquidated damages in the amount of \$1,500.00 per day for each calendar day elapsing after the applicable milestone date.

The undersigned further agrees that this Proposal shall be valid for a period of 30 days after the opening of bids.

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

As evidence of good faith, we herewith submit, in a SEPARATE SEALED ENVELOPE, a certified check or bid bond in the amount of 5% of Total Bid, which shall become the property of the City of Papillion, Nebraska, in the event the undersigned fails to enter into a contract with said City, or to furnish bond or bonds to validate said contract within ten (10) days after the date of acceptance of this Proposal.

If awarded the contract, our surety company will be _____ of _____.

Respectfully submitted,

COMPANY

NAME TITLE

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE FACSIMILE

EMAIL

SAMPLE CONTRACT

THIS AGREEMENT made and executed in quadruplicate, this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Owner" and _____, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on _____, 20__, submit to the Owner the lowest bid for the construction of _____, and other such work as may be necessary or incidental thereto, which work is described in plans and specifications for the project prepared for the Owner by Thompson, Dreesen & Dorner, Inc.

NOW THEREFORE, it is agreed by the parties hereto that the Notice to Contractors, the proposal form, the construction bond, all applicable laws governing the Owner's authority to contract, the plans, specifications, and other contract documents are a part of this contract by reference.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, equipment, labor, materials, transportation and permits required to construct _____ in accordance with the aforesaid plans and specifications for the following unit prices:

<u>ITEM DESCRIPTION</u>	<u>APPROX. QUANTITIES</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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Contractor shall also furnish all bonds and insurance certificates and pay all permit fees and any other charges levied or required by any governmental authority exercising control over this project.

On or about the tenth day of each month, the Owner will pay the Contractor 90% of the value of the work completed as of the end of the preceding month, as certified by the Owner's Engineer. (NOTE: In the case where the Owner is a Sanitary & Improvement District, payment will be made with District Warrants.) The balance will be paid by the Owner upon completion of the work and approval of the Owner's Engineer and acceptance by the Owner.

Contractor must furnish a 100% Contract Performance Bond and a 100% Labor and Material Payment Bond (including two (2) year Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor agrees to commence work within ten (10) days after receiving written notification from the Engineer to proceed, and to complete all work within _____ working days thereafter, the Engineer being the judge in the determination of a working day. As time is of the essence, for each calendar day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of \$_____ per day, not as a penalty, but as predetermined and agreed liquidated damages.

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

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

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

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER _____ CONTRACTOR _____

ATTEST _____ ATTEST _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

You are hereby notified that we have recommended to the Owner that your bid be accepted in the amount of \$_____.

You are required by the Information for Bidders to execute the agreement and furnish the required Contractor's Performance Bond and Payment Bond within 10 calendar days from receipt of this Notice.

If you fail to execute this Agreement and to furnish said bonds within 10 days, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner, c/o Thompson, Dreesen & Dorner, Inc., Engineers for the Project.

Dated this ____ day of _____, 20__.

OWNER

BY:

TITLE

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award is hereby acknowledged.

BY: _____, this the ____ day of _____, 20__.

BY: _____

TITLE: _____

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, 20__, and you are to complete the work within _____ working days thereafter. You are required to return an acknowledged copy of this Notice to Proceed to the Owner, c/o THOMPSON, DREESSEN & DORNER, INC., Engineers for the project.

OWNER
BY: _____
TITLE: _____

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is hereby acknowledged by _____

this the _____ day of _____, 20_____.

BY: _____

TITLE: _____

CHANGE ORDER

PROJECT: _____

DATE: _____ ORDER: _____

OWNER: _____ CONTRACT DATE: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGES:

REDUCTIONS: _____ TOTAL REDUCTIONS: _____

ADDITIONS: _____ TOTAL ADDITIONS: _____

NET CHANGE IN CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:

REVISED CONTRACT PRICE:

The contract time will be (increased) by _____ working days.

REASONS FOR CHANGES:

SIGNED: _____
THOMPSON, DREESSEN & DORNER, INC.

The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

OWNER

CONTRACTOR

BY TITLE

BY TITLE

ATTEST

ATTEST

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and _____
_____ firmly bound unto _____
_____ as Owner in the penal sum of _____ for the payment of which, well and truly to
be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the
construction of _____.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in
the form of Contract attached hereto (properly completed in accordance with said Bid) and shall
furnish a bond for his faithful performance of said Contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said Bid, then this obligation shall be void,
otherwise the same shall remain in force and effect; it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount
of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Owner
may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and
such of them as are corporations have caused their corporate seals to be hereto affixed and these
presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual) and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____,
hereinafter called Owner, in the penal sum of _____ Dollars, \$(_____), in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the ___ day of _____, 20___, a copy of which is
hereto attached and made a part hereof for the construction of _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and during the _____ guaranty period, and if he shall satisfy all
claims and demands incurred under such Contract, and shall fully indemnify and save harmless
the Owner from all costs and damages which it may suffer by reason of failure to do so, and
shall reimburse and repay the Owner all outlay and expense which the Owner may incur in
making good any default, then this obligation shall be void; otherwise to remain in full force and
effect. PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to
work to be performed thereunder or the specifications accompanying the same shall in any wise
affect its obligation on this bond, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of the contract or to the work or to the specifications.
PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS
WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
deemed an original, this the _____ day of _____, 20___.

Principal

ATTEST:

BY: _____ (S)

(Principal) Secretary
(SEAL)

ADDRESS: _____

(WITNESS TO PRINCIPAL)

ADDRESS
ATTEST:

BY: _____

(Surety) Secretary
(SEAL)

Attorney-in-Fact

ADDRESS: _____

(WITNESS AS TO SURETY)

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all
partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)
and

_____ (Name of Surety)

_____ (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto _____, hereinafter called Owner, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original this the ____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

Address

PRINCIPAL

BY: _____

ADDRESS: _____

SURETY

BY _____
Attorney-in-Fact

ADDRESS: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

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1. DEFINITIONS

1.1 Wherever used in the Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

- 1.1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections.
- 1.1.2 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices of the work to be performed.
- 1.1.3 BIDDER - Any person, firm or corporation submitting a Bid for the work.
- 1.1.4 BONDS - Bid, Performance, Payment and Maintenance Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.1.5 CHANGE ORDER - A Written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time.
- 1.1.6 CONTRACT DOCUMENTS - The contract, including Advertising for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
- 1.1.7 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.1.8 CONTRACT TIME - The number of working days stated in the Contract Documents for the completion of the work.
- 1.1.9 CONTRACTOR - The person, firm or corporation with whom the Owner has executed the Agreement.
- 1.1.10 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 1.1.11 ENGINEER - The person, firm or corporation named as such in the Contract Documents.
- 1.1.12 FIELD ORDER - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.
- 1.1.13 NOTICE OF AWARD - The written notice to the Bidder that the Engineer has recommended acceptance of the Bid to the Owner.
- 1.1.14 NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.1.15 OWNER - A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- 1.1.16 PROJECT - The undertaking to be performed as provided in the Contract Documents.

- 1.1.17 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the project site or any part thereof.
- 1.1.18 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.1.19 SPECIAL PROVISIONS - That part of the Contract Documents that modify and supersede the Standard Specifications for a particular project.
- 1.1.20 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.
- 1.1.22 SUBSTANTIAL COMPLETION - That date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal Agency for participation in the project and approved by the agency in writing prior to inclusion in the Contract Documents.
- 1.1.24 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.1.25 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
- 1.1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement shall be in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detailed drawings by the Engineer, as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detailed drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.

- 3.2 When requested by the Owner and prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part, and, as applicable:
- 3.2.1 The dates at which special detailed drawings will be required; and
 - 3.2.2 respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
 - 3.2.3 A schedule of payments that he anticipates he will earn during the course of the work.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, water, light, power, superintendence, barricades, signs, temporary construction and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detail drawings shall govern over general drawings. In case of a conflict in the documents as to quantity or quality of work or material, the greater quantity or better quality of work or materials shall be furnished by the Contractor.
- 4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.4 The Engineer shall provide the Contractor with four sets of plans and specifications. Additional sets will be provided only at the Contractor's expense. Said plans and specifications are the property of the Engineer and are provided for use on this project only.
- 4.5 The data given in the specifications and shown on the plans and drawings is believed to be accurate, but the accuracy is not guaranteed. The Contractor must take all levels, locations, measurements, and verify all dimensions on the job site prior to construction and adapt this work into the exact construction. Scale measurements taken from prints are not to be used for more than reference.

5. SHOP DRAWINGS

- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and

shall be available to the Engineer.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, traffic barricades and signs, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer. Names and addresses of suppliers must be furnished to the Engineer on request.
- 6.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.6 Contractor warrants that the normal warranties or manufacturers shall fully apply to all materials and equipment and shall inure to and be fully enforceable by the Owner, which manufacturer's warranty shall be cumulative to, and not in lieu of, any separate warranty or guarantee of the Contractor.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
- 7.3 The Owner shall provide all other inspection and testing services not required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- 7.6 The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating governmental agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices for materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- 7.7 If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

- 7.8 If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the drawings or specification by reference to brand name or catalogue number, it shall be understood that this is reference for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and, if in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutions are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

10. SURVEYS, PERMITS AND REGULATIONS

- 10.1 The Owner's Engineer shall provide all needed land surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of reference stakes adjacent to the work for the purpose of determining the location and elevation of such things as sewer lines, manholes, inlets, water lines, pavement, and the like. It shall be the responsibility of the Contractor to use such reference stakes to determine any working points, lines, and elevations such as he may desire to use in the construction of the work.
- 10.2 Surveys, stakes, reference points and bench marks provided by the Owner will be provided one time only. Any resurveying or restaking required will be done by the Owner's Engineer at the expense of the Contractor. All expenses resulting from willful or careless destruction of such stakes, reference points or bench marks shall be borne by the Contractor.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws,

ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in The Work.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. He shall maintain sufficient access to fire hydrants. He shall not obstruct natural drainageways.

11.2 The underground utilities shown on the plans are shown as an aid to the Contractor. They are believed to be accurate, but are not guaranteed to be such or that these are the only utilities in the construction area. The Contractor shall personally check and verify utility information on the plans and he must satisfy himself as to the existence and location of all utilities and structures.

The Contractor shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures, if damaged, shall be repaired by the Contractor without additional compensation. In no case shall interruption of water or gas service be allowed to exist outside of working hours.

Should any sewer connection be encountered that is in direct conflict with any proposed item of construction, those connections shall either be raised, lowered, moved or connected as the Engineer may direct. Appropriate compensation shall be provided by a Change Order.

Should other utilities such as water mains, gas mains or services, steam lines, electric wires or conduits, telephone wires or conduits be encountered that are in direct conflict with a proposed item in construction and must be moved, the cost of moving same shall be at the expense of the Owner or the utility involved.

The Contractor shall cooperate with the utilities and schedule his work in such a manner as to protect the existing utility facilities until such time as the facilities are abandoned or replacement facilities are completed.

The Contractor shall give notice in writing at least 48 hours before breaking ground, to all persons, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by the Contractor's operation, in order that they may remove any obstruction for which they are responsible and have a representative on the site to see that their property is properly protected.

11.3 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the project. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- 11.4 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviation from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- 12.2 Incompetent, disorderly, intemperate or incorrigible employees will be dismissed by the Contractor or his representative when requested by the Engineer, and such persons shall not again be permitted to return to the work without the written consent of the Engineer.
- 12.3 The Contractor agrees to indemnify and hold the Owner harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction or performance of this contract.
- 12.4 The Contractor must keep all streets, alleys and sidewalks as free from material and debris as the character of the work will permit, and upon completion of any part of the work must, within a reasonable time, remove all surplus material and debris and leave the area in acceptable condition.

Failure to comply with this provision after due and proper notice has been given by the Owner will be sufficient grounds for the Owner to proceed to clean up such material and debris, and make such repairs, charging same to the Contractor, who hereby agrees to the provisions as above set forth.

13. CHANGES IN THE WORK

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by the Change Order.
- 13.2 The Engineer may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in contract price or time, or both, in which event he shall give the Engineer written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.
- 13.3 The Contractor may reasonably expect a variation in the estimated quantities, such that the total payment for the completed work may range from 80 to 120 percent of the total amount based on the estimated quantities. The Contractor will be allowed no claims for anticipated profits, for loss of profits, or any damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. Funds for construction of the work herein contemplated are limited. The Owner reserves the right to eliminate items from the Proposal as may be required to bring the cost of the work within the limits of available funds.

14. CHANGES IN CONTRACT PRICE

14.1 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

15.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

15.3 If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer:

15.4.1 To any preference, priority, or allocation order duly issued by the Owner.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and;

15.4.3 To any delays of Subcontractors occasioned by any of the causes specified in Paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

- 17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner by Written Notice of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
 - 17.1.2 Unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 18.1 The Engineer may, by issuing a written order, suspend construction if the weather is unfavorable for pursuit of the work. In this case, a second order shall be issued for resumption of work at an appropriate time. No working days shall be counted during such suspension. No increase in the contract price shall be allowed because of such suspension. This provision, or the non-exercise thereof by the Owner or Engineer, shall not relieve Contractor from the primary obligation to make certain construction work is not performed during weather that is unfavorable for the pursuit of the work.
- 18.2 The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an extension of Contract Time in respect to any such suspension.
- 18.3 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right of remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 18.4 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter

accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

- 18.5 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained, plus reasonable profit.
- 18.6 If, through an act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to act on approved payment requests submitted by the Engineer or awarded by the arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer, and Owner's/Engineer's failure to act within said ten (10) day period, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days notice to the Owner and the Engineer and Owner's/Engineer's failure to act within said ten (10) day period, stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, a Change Order shall be issued extending the Contract Time, and, if appropriate under the circumstances, an adjustment in the Contract Price to the extent of actual damage proximately caused to the Contractor. Suspension of the work under the provisions of Paragraph 18.1 shall in no case be grounds for the Contractor to act as set forth above.
- 18.7 If the performance of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time shall be made to adjust for the delay caused to the Contractor as a result of such failure to the Owner or Engineer.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. No payment shall be made on account of materials until actually incorporated in the work. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, upon presentation to him of an approved partial payment estimate, promptly issue an appropriate instrument of payment to the Contractor in the appropriate sum. The Owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 All work covered by partial payment made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.
- 19.4 Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work

has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor promptly upon completion and acceptance of the work.

- 19.5 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 19.6 If the Owner fails to make prompt payment after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE

- 21.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of, or result from, the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.
- 21.1.1 Claims under worker's compensation, disability benefit and other similar employee benefit acts;
- 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- 21.1.6 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.
- 21.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Owner.
- 21.3 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as hereinafter specified:
- 21.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for any such damage sustained by two or more persons in any one accident.
- 21.3.2 The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the project.
- 21.4 The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The Owner will not carry Builder's Risk or other property insurance on the Work. Contractor shall bear the risk of loss of the Work until final acceptance by Owner upon completion, and Contractor shall insure its own interests in the Work accordingly.
- 21.6 Approval of the insurance by the Owner shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that neither the Owner nor the Engineer in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.
- 21.7 It is a condition of the Contract that the policy or policies waive any and all governmental immunity as a defense in any action brought against the insured or any other party to the Contract.
- 21.8 Contractor shall not commence work on the site until two certified copies of all insurance policies,

attesting that the required coverage is in force, have been received and accepted by the Owner.

22. CONTRACT SECURITY

22.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price and in form satisfactory to the Owner, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute any acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made under the Contract Documents until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS

23.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or of any amounts that may come due thereunder, or his obligations thereunder without written consent of the other party.

24. INDEMNIFICATION

24.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused, directly or indirectly, in whole or in part by a negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 If, through acts of negligence on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage to his work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor asserts any claim against the owner on account of any damage alleged to have so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against such claims and for any costs in connection with such claims.

24.3 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

24.4 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS

- 25.1 The Owner reserves the right to perform additional work or let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the contractor's work depends upon the work of any other contractor, the contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- 25.2 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall not award work to Subcontractors in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner. Names and addresses of Subcontractors shall be furnished to the Engineer on request.

27. ENGINEER'S AUTHORITY

- 27.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 27.1.1 Observers may be stationed on the work to report to the Engineer as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that materials furnished and work performed by the Contractor fail to fulfill the requirements of the contract. The observer may direct the attention of the Contractor to such failure or infringement, but such observation shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactorily in accordance with the contract.
- 27.1.2 In case of any dispute arising between the observer and Contractor as to materials, furnished, the manner of performance or order of work, the observer

shall have the authority to reject materials or suspend the work until the matter can be referred to and decided by the Engineer. Observers are not authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to issue instructions contrary to the plans and specifications. Observers shall in no case, act as foreman or perform other duties for the Contractor.

- 27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspection may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety, except that he may direct the order in which the various phases of the project are to be constructed.
- 27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The Owner shall provide to the Contractor information which delineate and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

29. GUARANTY

- 29.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of the Owner's acceptance. The Contractor warrants and guarantees for a period of two (2) years from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other separately constructed improvements resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
- 29.2 At the expiration of the guarantee period, the Contractor and his surety shall be released from further obligation under the guarantee portion of this contract, provided the Engineer certifies to the Owner that the work performed under this contract is in good and proper condition at the time. It shall be the duty of the Contractor to notify the Owner in writing within thirty (30) days prior to the expiration date of the guarantee period to make the final inspection of the work. Unless the Contractor shall furnish such notice, the obligation to maintain the work shall continue in force until such notice shall have been furnished; however, such final inspection will not be made between December 1st and March 31st, unless otherwise specified or approved by the Engineer.

30. ARBITRATION

- 30.1 Notwithstanding any other provisions in these General Conditions to the contrary, no claim, dispute or other matter coming into question shall be subject to arbitration, unless the Owner, after the claim or dispute shall have arisen, shall have agreed to submit the matter to arbitration and shall have agreed as to the manner in which the specific claim or dispute shall be arbitrated. Nothing in this agreement shall be construed as requiring either party to submit to arbitration as a

condition of seeking direct recourse from the courts.

- 30.2 The Contractor will carry on the work and maintain the progress scheduled during any arbitration proceedings that may be agreed to, unless otherwise mutually agreed in writing.

31. TAXES

- 31.1 If the Owner is any governmental unit or organization exempt from Nebraska sales and use taxes, the Contractor shall be designated as a purchasing agent for the Owner per Nebraska Department of Revenue Form 17. The Contractor shall pay any other tax required by any governmental authority exercising control over this project.
- 31.2 If the Owner is a Sanitary and Improvement District or a private entity, the Contractor shall pay all sales, use and other similar taxes required by any governmental authority exercising control over this project.

32. ACCESS BY GOVERNMENTAL AND GRANTING AUTHORITIES

- 32.1 Contractor shall provide the Owner, Engineer, the Engineer's representatives or the representatives or agents of federal, state, county, district or municipal governmental agencies proper facilities for access to, observation of, inspection of, or testing of the work. In addition, and when required, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records, material invoices, and other relevant data and records.

33. RECORD RETENTION

- 33.1 The Contractor shall retain records for three years after final payment is made under the contract. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved, or until the end of the three-year period, whichever is later.

34. CONTRIBUTION UNDER NEBRASKA EMPLOYMENT SECURITY LAW

- 34.1 The Contractor and any Subcontractor under him or it shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of Sections 48-657(2), Revised Statutes of Nebraska, 1984 Reissue, or as amended, on wages paid to individuals employed in the performance of the contract of which these general conditions are a part; and before final payment shall be made of the final 3% of this contract, the Contractor shall secure the file with the Owner, and cause any Subcontractor under him to secure and file with the Owner, a written clearance from the State Commissioner of Labor of Nebraska, as required by Section 48-658(4), certifying that all payments then due of contributions or interest which may have arisen under this contract have been made by the Contractor or his Subcontractor to the Unemployment Compensation Fund.

SPECIAL PROVISIONS
FOR
CITY OF PAPIILLION
SCHRAM ROAD 84th STREET to 90th STREET

1. BONDS

The Contractor shall be responsible to obtain the necessary payment, performance and maintenance bond before beginning any work on this project. Any costs for such bond shall be included in the Contractor's bid to perform the construction work.

2. CITY OF OMAHA SPECIFICATIONS

The City of Omaha Specifications for Public Works Construction, latest edition, and the City of Omaha Standard Plates as called for on the plans shall apply to the construction of this project.

3. INSURANCE

The City of Papillion shall be named as an additional insured in the Contractor's public liability and property damage insurance policy.

4. TAXES

This project is considered to be Nebraska sales tax exempt. The City of Papillion will provide the required certificates of tax exemption to the Contractor for use in the purchase of supplies and materials to be incorporated into the project. The sales tax 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 project. The Contractor will pay all other, consumer, use and other similar taxes required by the law of the place where the work is performed.

5. EXISTING UTILITIES AND IMPROVEMENTS

The Contractor will be held responsible for any damage to existing property, utilities, and structures, and will repair same at his own expense. The Contractor shall be responsible to obtain field locations of all existing utilities including through the Nebraska 811 One-Call Notification System. The Contractor is to notify utility companies at least 48 hours in advance of any crossing.

Bidder shall carefully examine the construction site and become aware of the location of proposed construction relative to existing facilities or other above ground or below ground utilities. Bidder shall consider construction conditions for the proposed work and shall satisfy themselves as to construction clearances for existing utilities prior to bidding.

The location of the existing underground utilities have been obtained from field measurements and information obtained from "Record Drawings". The Contractor shall exercise care within an area of 10 feet on either side of the existing utilities as shown on the plans or field located while crossing over, working parallel or connecting to existing utilities. The Contractor shall assume all responsibility for damage or utility lines within this area. The Contractor shall also contact all local utility companies to satisfy himself as to location of the underground utilities not indicated on the plans.

Prior to construction, the Contractor shall field verify the horizontal and vertical location of all existing utilities at points where the proposed storm sewer crosses above or below each utility. The Contractor shall expose all existing utility crossings shown on the plans and located in the field and shall determine their elevations far enough in advance of pipe laying that the proposed storm sewer pipe can be adjusted properly. The Contractor shall not deviate from plan line or grade without the Engineer's approval.

6. EXAMINATION OF THE CONTRACT DOCUMENTS & SITE OF WORK

By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of the work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal.

The City of Papillion does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposals.

The Bidder agrees to cooperate and coordinate the work with that of other contractors or agencies to the mutual interest of all parties doing the work on or adjacent to the project site.

As part of its site inspection, the Bidder shall determine the nature of the soil conditions with respect to ground or surface water, rock excavation, and difficult working conditions. No allowance or change in the contract amount or time will be made for ground or surface water, rock excavation or difficult working conditions encountered in the progress of the project.

7. QUANTITIES AND UNIT PRICES

Bidders shall submit a Lump Sum Bid or Unit Bid Price Bids, as required by the Proposal for the work covered by the Contract Documents. Prices shall cover complete work and include all costs incidental thereto.

When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the City of Papillion as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment and maintenance bond. In the event of discrepancies between Unit Prices and Unit Price Extensions listed in the Bidder's Proposal, Unit Prices shall govern and Unit Price Extensions shall be corrected, as necessary, for agreement with Unit Prices. The City of Papillion expressly reserves the right to increase or decrease the quantities during construction provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed and accepted.

8. AWARD OF CONTRACT

The Owners will determine award of the contract in their own best interests based upon the following factors: 1) price 2) qualifications 3) schedule.

9. CONTRACTORS METHODS AND EQUIPMENT

All work under this contract shall be performed under the continuous supervision of competent personnel, thoroughly experienced in the class of work specified. The contractor shall be solely responsible for the means, methods, techniques, procedures, and sequences of construction, and safety requirements for this project.

Prior to beginning work, the Contractor, shall give the Engineer, in writing, the name of the Contractor's official representative or superintendent for the project. The superintendent shall be capable of providing adequate supervision of the project and shall be responsible for receiving instructions, notices, and written orders from the Engineer. A change of the superintendent shall be reported to the Engineer in writing.

The superintendent shall be responsible for reporting to the Engineer any inconsistencies, omissions, or lack of definite detail in the plans, special provisions, or contract documents which may be discovered.

The methods and equipment used by the Contractor shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur, suitable repairs shall be made at the Contractor's expense.

10. CHANGED CONDITIONS

The Contractor is required by these Specifications to make reasonable investigation and examination to determine latent and subsurface conditions at the site of the work prior to preparing its proposal. The Owner makes no guarantee of any conditions, latent or subsurface, at the site of the work. The Owner shall not be obligated to make any payments to the Contractor by reason of any latent or subsurface conditions.

Failure of the Contractor in determining adverse site conditions prior to filing its proposal, or in any phase of its performance of the work, shall be grounds for refusal by the Owner to agree to pay for additional work by the Contractor necessitated by such site conditions.

If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall afford the Engineer the opportunity to inspect the same.

After inspection by the Engineer, the Owner may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Owner. Failure of the Contractor to give prompt written notice and to afford the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation rising out of the alleged condition.

If the Engineer determines that the condition could not reasonably have been discovered, that the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and that said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted in the form of a change order.

11. SAFETY

The Contractor shall provide all trench shoring necessary to insure the safety of his employees and the public. The Contractor shall be responsible for performing his work in compliance with the applicable requirements of O.S.H.A. and other authorities having jurisdiction.

12. CLEANING OF PUBLIC ROADS

The Contractor shall be responsible to keep the adjacent Road and Public Streets free from mud and dirt to the extent possible. The Engineer reserves the right to request cleaning of these streets, but is not obligated to do so. Such work shall be incidental to the project.

13. CHANGE ORDERS/EXTRAS

Any and all change orders shall be processed using all formal change order documentation located in these contract documents prior to the construction of the requested changes. Failure to complete the required paperwork by the Contractor and receiving required authorization, prior to the construction of the requested change, shall result in forfeiture of payment to the Contractor for that change order. Forfeiture of payment shall include, but shall not be limited to, time, materials, remobilization, and equipment costs required to complete the additional work.

In the event the unauthorized construction results in additional changes to the project the Contractor shall be responsible for all costs associated with those changes including but not limited to engineering, time, materials, remobilizations and equipment required to complete the changes.

14. CONSTRUCTION STAKING

Construction staking for the project will be performed by Thompson, Dreesen & Dornier, Inc. All initial stakes will be set at the Owner's expense. Such stakes shall be the responsibility of the Contractor to preserve and protect in their original position all stakes, points, or marks set for the work. Any "lost" stakes will be reset at the request of the Contractor and the cost for such re-staking shall be deducted from payments due to the Contractor.

The Contractor shall notify the Surveyor at least 48 hours (excluding weekends and holidays) in advance of the need for stakes to be placed.

For each staking request the Contractor must provide the surveyor with a written, detailed description of the staking information that they are requesting. The request shall contain, at a minimum, a specific explanation of what part of the project is to be staked, the type of stakes (i.e. storm, paving, etc.), the desired offset (if any), and any other detailed information necessary to clearly define the stakes that are being requested.

It is the Contractor's responsibility to review all stakes and to compare them to the project plans and existing conditions. The Contractor shall notify the Engineer immediately regarding any conflicts that may exist between the survey information provided and the existing or proposed improvements.

15. CONSTRUCTION TESTING

Construction testing will be performed by the Engineer - Thompson, Dreessen & Dornier, Inc. Testing frequencies, locations, and procedures will be determined by the Engineer. Standard AASHTO and ASTM procedures will be used. All initial tests producing satisfactory results will be paid for by the Owner unless otherwise specified in the technical specifications. All retesting costs due to the Contractor's failure to produce work meeting these specifications shall be deducted from payments due the Contractor.

16. TRAFFIC CONTROL, BARRICADES AND SIGNING

The Contractor shall provide and maintain all necessary barricades and signing to protect the work, workmen and the public use of these roads. The Contractor shall be aware that part of the project area is a public use area. The Contractor is responsible to barricade all work and cover all holes which are left unattended. The Owner accepts no responsibility for the Contractor's materials and equipment which are stored at the site. The furnishing of barricades shall be incidental to the project and will not be paid for separately. All barricading shall be in accordance with the Manual on Traffic Control Devices (MUTCD).

The total closure of the roadway will be allowed for construction and contractor staging with the following stipulations: (1) The contractor shall submit lane closure requests to the Papillion Public Works Department five days prior to any proposed closure dates. (2) The contractor shall provide and install road closure and detour signage on approach routes to inform road users to use detour routes. Install signage preceding the intersections where traffic will be required to detour to avoid the road closure. (3) The contractor shall provide flagmen, signage, and any other items or services necessary for construction traffic or operations that would affect the safety or operation of traffic on 84th Street or 90th Street. (4) The Contractor shall maintain access to existing residence on Tax Lot 5B1.

PAVEMENT JOINTS

All joints shall be sawcut and installed by the Contractor. No separate payment will be made for pavement jointing. All costs associated with pavement jointing shall be considered incidental to the costs of constructing project P.C.C. pavements. Transverse joints shall be located at a maximum spacing of 15-feet for 9-inch thick pavement and 10-feet for 5-inch thick pavement. The longest leg of a jointed slab shall not be greater than 1.25 times the length of the shorter leg.

17. PAVEMENT JOINT REINFORCING:

Tie bars shall be firmly supported by subgrade chairs so as not to be displaced during construction operations.

18. CURB AND SIDEWALK BACKFILLING:

All backfilled areas behind curbs, sidewalks, driveway pavements, or other area disturbed by construction operations shall be compacted and seeded in accordance with these specifications. No separate payment for backfilling of curbs or sidewalks will be allowed under this contract. Shoulder grading behind curbs will also be considered incidental to this contract and not paid for separately. Curbs shall be backfilled and compacted as soon as concrete strength permits.

19. REMOVAL ITEMS

Unless otherwise noted on the plans or established elsewhere in these Special Provisions, all items removed and not relocated shall become the property of the Contractor and be disposed of properly.

Salvage items shall be removed and stored for re-use or transported and delivered to the storage location designated by the City of Papillion Public Works Department. The following items shall be salvaged:

- a) Warning signs, regulatory signs, and street signs.
- b) Segmental Concrete Wall blocks as necessary for connecting to the existing 84th Street segmental block wall and extending the wall as part of the new roadway improvements.

20. REMOVAL OF DEBRIS

The Contractor is responsible to remove and legally dispose of all construction debris. This work shall be incidental to the project.

21. UTILITY RELOCATIONS

It is the Contractor's responsibility to inform the Engineer immediately of any delays caused by conflicts between his/her work and existing utilities.

Pothole and verify waterline locations and elevations at proposed storm sewer crossing where conflicts are possible.

22. EXCAVATION FOR PIPES, INLETS, MANHOLES

No measurement or payment will be made for any excavation or backfilling associated with the installation of pipe, inlets, manholes or other miscellaneous items of construction under this contract.

All costs associated with the above-described excavation and backfilling shall be considered subsidiary to the contract unit price of the respective bid items listed on the proposal.

The Contractor shall comply with all OSHA regulations including 54 FR 45894. Trenches less than 20 feet deep shall be excavated with 1-1/2 horizontal to 1 vertical

side slopes or with trench bracing or shields in accordance with OSHA requirements. On this project where sewers are shown in excess of 20 feet in depth, the Contractor shall excavate the surface for a width of at least 50 feet to result in trenches less than 20 feet deep or shall have bracing systems designed by a professional engineer.

23. CAST-IN-PLACE STRUCTURES

Cast-in-place structures shall be constructed with L65, air-entrained concrete. Exposed surfaces shall be finished per City of Omaha Standard Specifications.

24. CURB INLETS

The contractor shall provide gaps in the storm sewer at the inlet locations. The contractor shall verify exact location of gap with construction observer prior to forming inlet box-out. Adjustment of the size of the gap in pipe to fit the curb inlet is considered subsidiary to the unit price for the curb inlet and will not be paid for separately.

25. CURB INLETS LOCATED IN A SUMP CONDITION

It shall be the Contractors responsibility to field verify that storm sewer curb inlets, in a sump condition, are located at the low point of the vertical curve prior to pavement construction. In the event there is a conflict, the Contractor shall contact the Engineer and field adjustments will be made. Failure to do so could result in the removal and replacement of the pavement at the Contractors expense.

26. MANHOLE COVERS

Solid manhole covers shall be used on this project. All manhole rings and covers shall meet City of Papillion requirements. City of Omaha manhole design shall not be used.

27. PAVEMENT WARPS

The Contractor shall provide the warp sections at street intersections and entrances as shown on the plans. It is the Contractors responsibility to make the appropriate field adjustments as to provide positive consistent flow at these street intersection warps. Standing water at any part of these intersections will be deemed unacceptable and shall be repaired to the standards of the owners engineer at the contractor's expense.

28. FENCING

City ROW and corridor fencing is **not** part of the project. ROW/Corridor fencing shown in the project plans is for reference purposes only.

Contractor will be responsible for removal of private fences within the boundaries of ROW acquisition areas.

Contractor will be responsible for informing the property owner of the construction schedule to allow the owner sufficient time to remove and install temporary fencing as required. Provide notice to the owner 10 working days prior to any construction that will impact existing fencing.

29. EROSION AND SEDIMENT CONTROL MEASURES

Install and maintain designated measures noted in the plans and any necessary best management practices (BMP's) to address phasing and construction activities that could lead to erosion and sediment transfer due to the project. All erosion and sediment control installations shall be inspected and maintained during the life of project. Maintenance, repair, relocation, and/or removal of BMP's shall be done as necessary to complete the work noted in the plans or as directed by the Engineer. Such work shall be considered incidental to the contract.

30. WOVEN GEOTEXTILE FABRIC

Woven geotextile fabrics used shall be Contech C70/06, Mirafi FW 700, Carthage 6% or an approved equal meeting or exceeding the following minimum criteria:

PHYSICAL REQUIREMENTS

Physical Property	Test Procedure	Minimum Value
Grab Tensile Strength (Unaged Geotextile)	ASTM D4632	250 Lbs. (in any principal direction)
Breaking Elongation (Unaged Geotextile)	ASTM D4632	30% max. (in any principal direction)
Burst Strength	ASTM D3786	450 psi
Puncture Strength	ASTM D4833	120 lbs.
A.O.S., U.S. Std. Sieve	ASTM D4751	70 US std sieve (0.212 mm)
% Open Area	CWO-22125-86	5%
Permittivity	ASTM D4491	0.23 sec ⁻¹

Fibers used in the manufacture of geotextiles and the threads used in joining geotextiles, shall consist of long chain synthetic polymers, composed of at least 95% by weight polyolefins or polyesters. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.

Woven from slit film geotextiles (i.e. geotextiles made from yarns of flat, tape-like character) will **not** be permitted.

The Contractor shall provide the Engineer a certificate stating the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns and other pertinent information to fully describe the geotextile. The manufacturer's certificate shall state that the furnished geotextile meets minimum average roll value (MARV) requirement of the specification as evaluated under the manufacturer's quality control program. The certificate shall be attested to be a person having legal authority to bind the manufacturer.

Receiving, storage, and handling at the job site shall be in accordance with the requirements listed in ASTM D 4873.

Atmospheric exposure of geotextiles to the elements following lay down shall be a maximum of 7 days to minimize damage potential.

Geotextile Installation

Geotextiles shall be placed in intimate contact with the soils without wrinkles or folds and anchored on a smooth graded surface approved by the Engineer and ACB representative. The geotextile shall be placed in such a manner that placement of the overlying materials will not excessively stretch or tear the geotextile. The geotextile shall not be walked on or disturbed when the result is a loss of intimate contact between the geotextile and subgrade.

Geotextiles shall be installed in accordance with ACB Manufacturer design and installation requirements and the Contract Documents. The Contractor shall provide and install all necessary securing pins, approved and provided by the geotextile manufacturer, along the edge of the panel or roll material to adequately hold it in place during installation. The geotextile shall extend at least one foot (1') beyond the termination points of the ACB. The top lap edge of the geotextile shall not occur in the same location as a space between the ACB mats.

The upstream or upslope geotextile shall overlap the abutting downslope geotextile. At vertical laps, securing pins shall be inserted through the bottom layers along a line through approximately the mid-point of the overlap. At horizontal laps and across slope laps, securing shall be inserted through the bottom layer only. Securing pins shall be placed along a line about 2-inches in from the edge of the placed geotextile at intervals not to exceed 12-feet unless otherwise specified. Additional pins shall be installed as necessary and where appropriate to prevent any undue slippage or movement of the geotextile. Pins shall remain in place, unless otherwise directed by the Engineer. Pins shall be considered incidental to the unit bid price for the geotextile fabric being placed.

Adjacent roll edges shall be overlapped a minimum of 1.5 feet, with the upstream roll edge placed over the downstream roll edge. Roll ends shall be overlapped a minimum of 3-feet and offset to avoid a continuous seam. The upslope roll should overlap the downslope roll.

Care shall be taken to avoid damage during installation. Should the geotextile be damaged during installation, a geotextile patch shall be placed over the damaged area extending a minimum of 3-feet beyond the perimeter of the damaged area as determined by the Engineer.

Geotextiles shall be placed parallel with the slope direction. When placing aggregate do not push the aggregate up the slope against the overlap.

Submittals

The Contractor shall submit supporting material data outlining that the geotextile fabric to be provided meets or exceeds all of the material and performance requirements of the Contract Documents. The fabric shall meet the requirements for a Class 2 Separation geotextile and Class 1 Stabilization geotextile per AASHTO M288 (latest revision).

Payment

Payment for woven geotextile fabric shall be considered incidental to the Type "B" and Type "C" Rip Rap.

31. SEGMENTAL BLOCK WALL

See plans for the location and extent of walls required for the project.

Payment shall be considered full compensation for all costs associated with constructing the SBW complete and in place. This item shall include obtaining, delivering, hauling, and placing wall block along with all related incidental work. Incidental work includes, but is not limited to, grading, subgrade preparation, drainage aggregate and subdrain installation, geogrid installation, stabilized aggregate installation, and all other incidental materials and labor required to complete the work.

32. SEEDING & SODDING

Shoulder and side slope areas shall be seeded with City of Omaha Type B seed with Starter Fertilizer.

The turf establishment period shall begin upon completion of seeding operations and extend to the next specified seeding period. The Engineer will make an inspection upon completion of the turf establishment period for acceptability. An acceptable stand of turf from the seeding operations shall be defined as a minimum of 100 grass plants per square foot. The Contractor shall reseed areas designated as unacceptable by the Engineer. Seed will be paid for as set forth in the Specifications for Seeding.

All fertilizer and seed materials applied during seeding and/or reseeding operations without the Engineer or his representative on-site shall not be paid for.

Scheduling of seeding operations shall be coordinated with the Engineer. Seeding may be delayed until construction of conflicting utilities has been completed. Water to develop the grass plants shall be provided and spread by the Contractor at no additional cost to the Owner.

33. PERMITS AND APPROVAL

Approval by the City, State, or any other regulatory agency shall be required prior to the commencement of construction. Permit applications will be made for the construction to be performed under these permits. A copy of the permit provisions will be made available at the office of the Engineer at such time that it is issued. It is solely the Contractor's responsibility to verify written formal authorization has been given, for such work, prior to beginning construction. These costs include but are not limited to legal and engineering fees, equipment, material and labor costs, restoration costs, punitive fines, and any other costs that may arise due to construction prior to the permit acquisition. These costs shall be deducted from payments due to the Contractor.

34. PHASING REQUIREMENTS

Phasing shall be the responsibility of the contractor. All phasing shall be completed in coordination with the City of Papillion Public Works Department, the Papillion Fire Department, the Papillion Police Department, and the Engineer.

Phasing shall address and provide for the following issues:

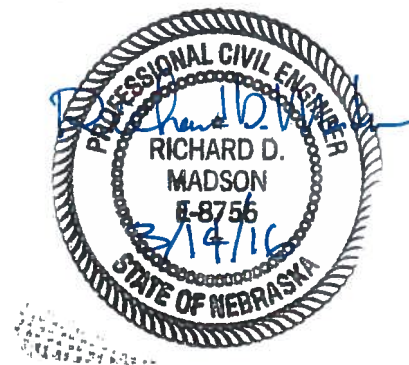
- Provide for continuous access to residence on south side of Schram Road.
- Provide for access to agricultural fields for planting, maintenance, and harvesting, as required by the owners.
- Construct temporary improvement measures and BMP's necessary to address concentrated runoff from existing offsite areas to protect project improvements and downstream properties.

- The contractor shall provide a Barricade Plan by a Licensed Professional Engineer to accommodate the phasing plan. The Barricade Plan and all required barricading shall be considered incidental to the bid item "Traffic Control."
- The contractor shall provide and install detour signage as required for traffic approaches at each end of the project.
- The contractor shall provide temporary traffic control as necessary for construction operations. Provide spotters, flagmen, or other measures to address construction traffic affecting adjacent roads as necessary.

35. MEASUREMENTS & PAYMENT

The Contractor will be paid for the measured quantities of completed and accepted work in-place. Payment will be made only for those items shown on the Proposal Form. The measurement and payment provisions of the City of Omaha Standard Specifications are not applicable.

Direct payment shall not be made for work that is incidental. This work shall be considered subsidiary to the items for which the conflict provides for direct payment.





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