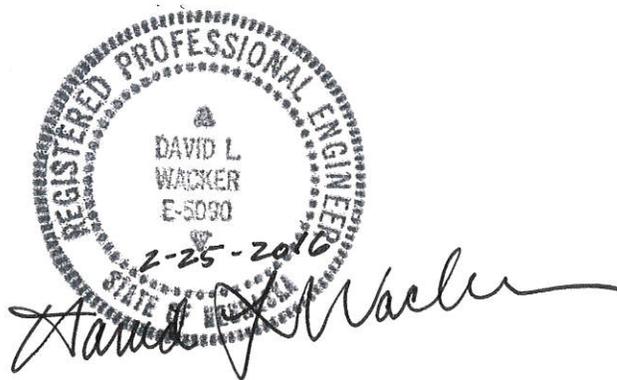


**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

Project No. 12-DTR-107

1st Street Parking Lot Landscaping

City of Hastings



February, 2016

ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the construction of the following project:

1st STREET PARKING LOT LANDSCAPING CDBG PROJECT NO. 12-DTR-107

until 10:00 a.m. at the Office of the City Clerk of Hastings, Nebraska, on the 17th day of March, 2016, at which time and place all bids will be publicly opened and read aloud.

The Contract Documents, including plans and specifications, are on file at the Office of the City Clerk of Hastings, 220 N Hastings Avenue, Hastings Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by viewing the City of Hastings Website www.cityofhastings.org/bids. For questions, contact Diane Parker, 402-461-2330. A paper copy is available by depositing Fifty Dollars (\$50.00), plus \$3.50 sales tax and \$5.00 postage if mailed for each project packet requested, none of which will be refunded.

Each bid shall be accompanied by a certified check, drawn on a solvent bank in the State of Nebraska, or a bid bond in an amount of not less than five percent (5%) of the total bid of all contract construction costs, made payable to the City Treasurer of the City of Hastings, Nebraska, as security that the bidder to whom the contract may be awarded will enter into a contract to build all the improvements in accordance with this notice and give bond in the sum hereinafter provided for the construction of improvements.

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of thirty (30) days after scheduled time of closing bids.

Time is of the essence in this contract. In evaluating bid(s) received, the City will consider the timelines of completion of prior construction contracts, existing workload of bidders and available manpower that bidder commits to the project.

The successful bidder will be required to furnish a Performance Bond in the sum of the full amount of the Contract within ten (10) days of the date of award. No additional time will be allowed the Contractor for providing the Performance Bond.

This project is funded in part by the Nebraska Department of Economic Development, Community Development Block Grant program. As such, the project requires compliance with Davis-Bacon Act and Equal Opportunity requirements. Section 3 business concerns are encouraged to bid on this project.

DATED AT HASTINGS, NEBRASKA, this 18th day of February, 2016.

CITY OF HASTINGS, NEBRASKA

Kimberly S. Jacobitz, City Clerk

Publish: February 24, 2016
March 2, 2016
March 9, 2016

Furnish 2 proofs of publication

NOTE TO CONTRACTORS/ SPECIAL PROVISIONS:

1. This project is funded in part by the Nebraska Department of Economic Development, Community Development Block Grant program. As such, the project requires compliance with Davis Bacon Act and Equal Opportunity requirements. Section 3 business concerns are encouraged to bid on this project. Please submit completed 3a and 3b forms. List your minority enterprises included in your bid or your efforts to obtain minority enterprises for work in this project.
2. Contractors are requested to fill in each individual unit quantity blank and totals of each respective unit. Project accounting covers 2 Grant allocations
3. Please check to verify that your bid surety accompanies your bid. Bids not accompanied with a surety will not be read.
4. It is understood and agreed that time is of the essence in the contract. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not a penalty, (see table below) per working day of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages. Deductions will be in accordance with Article 108.08 of the 2007 Nebraska Department of Roads Standard Specifications for Highway Construction and its supplements and revisions.

SCHEDULE OF LIQUIDATED DAMAGES

CONTRACT AMOUNT		LIQUIDATED DAMAGES
More Than	Up To And Including	Per Working Day
\$0	\$25,000	\$63
\$25,000	\$50,000	\$105
\$50,000	\$100,000	\$154
\$100,000	\$500,000	\$210
\$500,000	\$1,000,000	\$315
\$1,000,000	\$2,000,000	\$420
\$2,000,000	\$5,000,000	\$630
\$5,000,000	\$10,000,000	\$840
\$10,000,000		\$980

5. The undersigned bidder agrees and understands that bidder will be appointed as Purchasing Agent for the City and will be issued an Exempt Sales Certificate to be used in accordance with specified requirements.

6. This contract shall be awarded only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to such matters as contract integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

CITY OF HASTINGS

PROPOSAL

(ALL BIDS MUST BE SUBMITTED ON THIS FORM)

TO MEMBERS OF THE CITY COUNCIL
CITY OF HASTINGS
HASTINGS, NEBRASKA

THE UNDERSIGNED, having examined the plans, specifications, general and special conditions and other contract documents, including any addenda thereto, and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal, (b) the location, arrangement, character, conditions of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures and other installations, both surface and underground, which may affect or be affected by the proposed work, (c) the nature and extent of the embankments and excavations to be made and the type, character and general condition of materials to be filled and excavated, (d) the necessary handling and re-handling of excavated materials, (e) the difficulties and hazards to the work which might be caused by storm and flood water, (f) local conditions relative to labor, transportation, hauling and rail facilities and (g) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant, to perform all necessary labor and supervision and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following proposal for:

Project No. 12-DTR-107
1st Street Parking Lot Landscaping

PROJECT QUANTITIES
PROJECT NO. CDBG 12 -DTR-107
1st Street Parking Lot Landscaping

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
1	Remove Concrete Pavement	212.3	S.Y.	\$ _____	\$ _____
2	Build 6" P.C.C. Concrete Pavement (47B)	131.6	S.Y.	\$ _____	\$ _____
3	Remove Sidewalk	67.2	S.Y.	\$ _____	\$ _____
4	Build 5" Sidewalk (BX)	35.6	S.Y.	\$ _____	\$ _____
5	Full Depth Saw Cut	73.3	L.F.	\$ _____	\$ _____
6	Remove Intergral Curb & Gutter	50.0	L.F.	\$ _____	\$ _____
7	Build 6" Curb & Gutter with Tie Bars	306.3	L.F.	\$ _____	\$ _____
8	Remove Square Curb	48.9	L.F.	\$ _____	\$ _____
9	Build 8" Square Curb	33.3	L.F.	\$ _____	\$ _____
10	Adjust Gas Valve to Grade	2	EACH	\$ _____	\$ _____
11	Build New Meter Pit	1	EACH	\$ _____	\$ _____
12	Build New PVC Fence	28.0	L.F.	\$ _____	\$ _____
13	Build 4" Steel Bollards	7	EACH	\$ _____	\$ _____
14	Build 8" Roof Drains SDR 26 PVC with Fittings	56.0	L.F.	\$ _____	\$ _____
15	Traffic Control, Barricades, and Maintenance Thereof	1	Lump Sum	\$ _____	\$ _____
TOTAL				\$ _____	

Amount shall be shown in both words and figures.

In case of a discrepancy, the amount shown in words will govern.

The undersigned bidder agrees to furnish the required performance bond and to enter into a contract within ten (10) days after acceptance of the Proposal and further agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements. The proposed work is to commence as soon as possible after the contract is signed and the required bond is approved with completion of work on or before **June 1, 2016** .

Enclosed herewith is the required bid bond in the amount of 5% of Base Bid which the undersigned bidder agrees is to be forfeited to and become the property of the City of Hastings, Nebraska, as liquidated damages should this proposal be accepted and a contract awarded to bidder and bidder fail to enter into a contract in the form prescribed and to furnish the required performance bond within ten (10) days, but otherwise the aforesaid proposal guarantee will be returned upon bidder signing the contract and delivering the approved performance bond.

In submitting this bid, it is understood that the right is reserved by the City to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of thirty (30) days after the scheduled time for the receipt of bids.

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

The undersigned bidder agrees and understands that they will be appointed as Purchasing Agent for the City and will be issued an Exempt Sales Certificate to be used in accordance with specified requirements.

DATED IN _____ this _____ day of _____, 2016.

I/We hereby acknowledge receipt of Addenda Nos. _____.

SIGNATURE OF BIDDER:

If an Individual: _____ doing business as

If a Partnership: _____

By: _____
Member of Firm

If a Corporation: _____

By: _____

Title: _____

Business Address of Bidder:

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Hastings, Nebraska, a Municipal Corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor".

1. Improvements. The Contractor hereby agrees to construct certain improvements for the City, described as follows:

**Project No. 12-DTR-107
1st Street Parking Lot Landscaping**

In connection with construction of the improvements, the Contractor will furnish all labor, tools, equipment and materials.

2. Price. For and in consideration of the construction of the improvements, the City agrees to pay to the Contractor the sum of \$_____. The time and manner of payment shall be set forth in the contract document.

3. Specifications. The Contractor shall construct the improvements in accordance with the project specifications.

4. Project Manager. The City hereby designates the City Engineer as the Project Manager. The City Engineer may appoint any person to so serve in his place. The Project Manager shall interpret and construe the contract documents and reconcile any apparent or alleged conflicts and inconsistencies therein. All work upon the improvements shall be subject to the approval of the Project Manager. The Project Manager shall be the final arbiter and shall determine any and all questions that arise concerning the performance of the work, the workmanship, quality of materials, acceptability of the completed project and the contract documents. Said decision shall be final, conclusive and binding.

5. Schedule. The Contractor shall perform and complete all work within the time and in the manner established by the project specifications.

6. Performance Bond. To ensure prompt, faithful, sufficient and complete performance of this contract, the Contractor shall, upon execution of this contract, furnish to the City a performance bond issued by one or more sureties acceptable to the City. Said bond shall be in the full amount of the contract price and shall ensure the faithful performance of the contract. The bond shall be in a form acceptable to the City.

7. No Encumbrances. The work and materials for the project shall be completely installed and delivered to the City within the time provided herein free and clear of all liens, claims, encumbrances or demands of any kind.

8. Contract Documents. This contract shall consist of component parts, all of which are as fully a part of the contract as if set forth herein, or if not attached, as if hereto attached:

- (a) Agreement (this instrument)
- (b) Advertisement for Bids
- (c) Proposal
- (d) Performance Bond
- (e) Technical Specifications
- (f) Special Provisions General Requirements
- (g) Plans and Typical Sections
- (h) Addenda Nos.:
- (i) Multiple Counterparts – This agreement may be executed in multiple counterparts containing the signatures of all parties on one or more counterparts, and each counterpart shall be considered an original of this document.

9. Applicable Law. The Contract shall comply with all applicable local, state and federal laws and regulations, which shall include but not be limited to: State of Nebraska Standard Specifications for Highway Construction, Series 2007 English Units Department of Roads and its Supplements or Revisions; National Electric Code 2008; International Building Code 2009; International Fire Code 2003; NFPA Pamphlet No. 54, 2009; International Plumbing Code 2009, Uniform Mechanical Code 2009.

DATED this day and year first above written.

CONTRACTOR

By: _____

Title: _____

CITY OF HASTINGS

By: _____

Title: _____

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____,
as principal, and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Nebraska, as surety are held and firmly
bound unto the CITY OF HASTINGS, NEBRASKA, a municipal corporation organized and
existing under the laws of the State of Nebraska, hereinafter referred to as CITY, in the penal
sum of _____ Dollars (\$_____),
lawful money of the United States, for the payment of which will and truly be made, we the said
principal and the said surety do hereby bind ourselves, our heirs, executors, administrators and
assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that, whereas the principal, by an instrument in
writing attached hereto and bearing the date of _____, 20____, has agreed
with the CITY to do all work necessary and to furnish all labor, materials, supplies, tools and
equipment to _____

as specified thereby and in the specifications, proposals and contract forming the Contract
Documents attached thereto and made a part hereof:

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a
workmanlike manner, and to the satisfaction of the CITY perform and complete the work
required, and shall defend, indemnify and save harmless the CITY against all damages, claims,
demands, expenses and charges of every kind (including claims of patent infringement) arising
from any act, omission or neglect of said principal, his agents, servants or employees, with
relation to said work, and shall pay all costs, charges, rentals and expenses for labor, materials,
supplies and equipment and deliver the said improvement to the CITY completed and ready for
operation and free from all encumbrances or claims for labor, materials or otherwise, and shall
pay all other expenses lawfully chargeable to the CITY, and this bond shall also be for the use

and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Contract and may be sued on thereby in the name of any such party claiming the benefit hereof, then this obligation shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in full force and effect for the full guarantee period provided in the specifications contained herein.

PROVIDED FURTHER, that 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 the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to terms of the Contract, to the work or to the specifications.

PROVIDED FURTHER, that if the principal of his, their or its subcontractor or subcontractors fail to duly pay for any labor, materials team, hire sustenance, provisions, provender or any other supplies or materials used or consumed by such contractor of his, their or its subcontractors in performance of the work contracted to be done, the surety will pay the same in any amount not exceeding the sum specified in the bond together with interest as provided by law.

IT WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20____,

This Bond is executed in triplicate counterparts.

Principal

(SEAL)

Street Address

Witness

City, State, Zip

Name of Person Executing

ATTEST:

Surety

By: _____
Title: _____

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

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

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

**sign
here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

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

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

**sign
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

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

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

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

issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase “upon completion” or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior “effective” and “expiration” dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR’S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor’s purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a [Nebraska Resale or Exempt Sale Certificate, Form 13](#), with Section C,

Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor’s and contractor’s records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

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

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a [Claim for Overpayment of Sales and Use Tax, Form 7](#), and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

AUTHORIZED SIGNATURE. The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor’s authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Form
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name			Name		
Legal Name					
Street Address (Do not use PO Box)			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

Check Type of Certificate

- Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.
- Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

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

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

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

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

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

My Nebraska Sales Tax Permit Number is 01-_____.

If none, state the reason _____

or Foreign State Sales Tax Number _____ State _____

Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (insert appropriate number for the category of exemption described on the reverse side).

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

Description of Items Purchased	Intended Use of Items Purchased
_____	_____

If exemption category 3 or 4 is claimed, enter your Nebraska Exemption Certificate number. 05-_____
Do not enter your Federal Employer ID Number.

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

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was item depreciable? <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------	------------------------------------	--	---

Section C—For Contractors Only**1. Purchase of building materials or fixtures.**

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

2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of _____ (exempt entity)

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign
here** →

Authorized Signature _____

Title _____

Date _____

Authorized Signature Name (please print) _____

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.

Sellers cannot accept incomplete certificates.

revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

Who May Issue a Resale Certificate. Form 13, Section A, is issued by persons or organizations making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may only be issued by governmental units and persons or organizations that are exempt from paying Nebraska sales and use tax. Nonprofit organizations that are exempt from paying sales and use tax are listed in the [Nebraska Sales Tax Exemption Chart](#).

Enter the appropriate number from the "Categories of Exemption" in the space provided that properly reflects the basis for your exemption. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

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

Contractors. To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1.

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

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes (see [Reg-1-012, Exemptions](#)). Do not send Forms 13 to the Nebraska Department of Revenue.

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

Fully Completed Resale or Exempt Sale Certificate.

For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser, and reason for the exemption; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

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

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or

their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Categories of Exemption

1. Governmental agencies identified in [Reg-1-012, Exemptions](#); [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. For construction projects for federal agencies, see [Reg-1-017, Contractors](#).

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

2. Purchases when the intended use renders it exempt as stated in paragraph 012.02D of [Reg-1-012, Exemptions](#). See [Nebraska Sales Tax Exemption Chart](#). Complete the description of the item purchased and the intended use on the front of Form 13.

Beginning October 1, 2014, sales of repair and replacement parts for agricultural machinery and equipment used in commercial agriculture are exempt from sales and use taxes. When claiming this exemption, please enter "commercial agriculture" on the **Intended Use of Items Purchased** line.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization Certificate of Exemption. [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Nebraska state exemption ID number. This exemption number must be entered in Section B of Form 13.

Nonprofit **health care organizations** that hold a certificate of exemption are exempt for purchases of items for use at their facility, or portion of the facility, covered by the license issued under the Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable.

4. Purchases of common or contract carrier motor vehicles, trailers, and semitrailers; accessories that physically become part of a common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption number must be entered in Section B of the Form 13.
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the exemption certificate to the purchaser.

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Community Development Block Grant Regulations
BONDING AND INSURANCE REQUIREMENTS
CODE OF FEDERAL REGULATIONS 24CFR85.36

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold*, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

*fixed at 41 U.S.C. 403(11) (currently set at \$100,000)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are Included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMS Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act). daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esalwhd/forms/lwh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. The terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR part 1).

The law provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 109 of the Housing and Community Development Act of 1974, As Amended.

The law requires that, "[n]o person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of Title 29 also shall apply to any such program or activity."

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, Et, seq.).

The law provides that, "no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

"Section 504 provides that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 1701u).

The law provides that, "to the greatest extent feasible, recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people."

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND
SEGREGATED FACILITIES**

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds \$100,000).
- (c) No segregated facilities will be maintained.

Name & Title of Signer (Print or Type)

Signature

Date

CONTRACTOR**Section 3 Plan**

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of _____

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.
- E. *To insure that subcontracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

**Loans, grants, contracts and subsidies for less than \$100,000 will be exempt.*

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract.

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of the nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contract/subcontracts above \$10,000)

1. SEC. 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracting agencies shall include in every government contract hereafter entered into the following:

During the performance of this contract:

- (1) The contractor will not discriminate against any employee a applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the [Contract Compliance Officer], advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the [Department] and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor *will* take such action with respect to any subcontract or purchase order as may be directed by the [Department and the] Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction [by the Department], the contractor may request the United States to enter into such litigation to protect the interests of the United States [italics added]."

ACCESS TO AND MAINTENANCE OF RECORDS

The Consultant/Contractor agrees to maintain such records and follow such procedures as may be required under HUD Community Planning and Development (CPD) subpart J, 570.502 (paragraph a. 16.) and 24CFR85.42 (paragraphs (b) and (c)) and any such procedures that the department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant/Contractor or grantee for a period of three years after the final audit of the grantee's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the grantee shall request a longer period for record retention.

The grantee, the department and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant/Contractor involving transactions to this local program and contract.

Conflict of Interest

From 24CFR85.36, no officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this Contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

CLEAN AIR AND WATER ACTS – REQUIRED CLAUSES

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. s/s 7401 et seq. (1970)), the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), and the regulation of the Environmental Protection Agency with respect to 40 CFR32 as amended. It also should be mentioned in the bid document.

During the performance of this contract:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 48 CFR 9.40 and 40CFR32.20.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the government may direct as a means of enforcing such provisions.

NEBRASKA

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Department of Economic Development

TO GRANTEES FOR CONSTRUCTION PROJECTS SUBJECT TO DAVIS-BACON:

The following documents must be bound into the project specifications/bid document/awarded contract:

- **General Wage Determination**
- **Attachments 1, 3, 3a, 3b, 4, 5, 6**
- **Federal Labor Standards Provisions, HUD-4010**

The General Wage Determination is issued without a time limitation and will be in effect until the U.S. Department of Labor issues either modifications or a new determination. This project would be subject to any modification or new determination if published before the opening of bids and there is reasonable time to notify bidders, or if the contract has not been awarded within 90 days after bid opening. **Ten days before bid opening you need to verify the applicability of the wage determination online; please make a note in the file to include your name, the date verified, wage determination number, wage determination modification number, wage determination date and type of project (heavy, highway, building, residential). Additionally you will need to download the Federal Labor Standards Provisions and HUD-4010.** Before you award a contract you must verify the contractor by visiting the Excluded Parties List System website; you will need to print out the results of the search and file this in the construction folder. **When a Project Specific Determination is needed you will need to submit SF-308 to the Department, please contact me.** If you have questions, please contact me.

Contract Documents

Link

HUD 4010.....<http://portal.hud.gov/hudportal/documents/huddoc?id=4010.pdf>

Davis-Bacon Verification

Link

Wage Determination.....<http://www.wdol.gov/>
Contractor Verification (Excluded Parties List System).....<http://epls.gov/>

If you have questions, please call me at (402) 471-3745 or email me at terry.mcauliffe@nebraska.gov.

Sincerely,

Terry McAuliffe
Labor Standards Specialist
Community and Rural Development Division

FENCE ERECTOR.....\$ 12.83

HIGHWAY/PARKING LOT STRIPING:

Laborer

Adams, Blaine, Buffalo,
 Custer, Clay, Franklin,
 Garfield, Greeley, Hall,
 Hamilton, Harlan, Howard,
 Loup, Merrick, Nance,
 Nuckolls, Phelps, Sherman,
 Valley Webster, & Wheele
 Counties.....\$ 11.49
 Kearney County.....\$ 12.00

IRONWORKER, REINFORCING.....\$ 17.93

LABORER: Common or General

Adams County.....\$ 11.52
 Blaine, Clay, Franklin,
 Garfield, Greeley, Howard,
 Kearney, Loup, Merrick,
 Nance, Phelps, Sherman,
 Webster & Wheeler Counties..\$ 11.39
 Buffalo County.....\$ 9.43
 Custer County.....\$ 11.12
 Hall County.....\$ 12.79
 Hamilton County.....\$ 12.77
 Harlan County.....\$ 12.24
 Nuckolls County.....\$ 10.64
 Valley County.....\$ 11.13

LABORER: Landscape &

Irrigation.....\$ 8.30

LABORER: Mason Tender -

Cement/Concrete.....\$ 9.75

LABORER: Traffic Control -

Flagger and Cone/Barrel Setter

Adams County.....\$ 8.75
 Blaine, Clay, Custer,
 Franklin, Garfield,
 Greeley, Loup, Merrick,
 Nance, Nuckolls, Phelps,
 Webster & Wheeler Counties..\$ 10.16
 Buffalo County.....\$ 10.97
 Hall County.....\$ 9.72
 Hamilton County.....\$ 9.65
 Harlan County.....\$ 11.96
 Howard County.....\$ 9.35
 Kearney County.....\$ 9.68
 Sherman County.....\$ 9.83
 Valley County.....\$ 11.15

LABORER

Asphalt Raker.....\$ 11.13

Operating Engineers: (Skid

Loader).....\$ 12.96

OPERATOR: Asphalt Plant.....\$ 12.75

OPERATOR: Backhoe Loader
Combo.....\$ 14.33

OPERATOR: Broom/Sweeper.....\$ 10.77

OPERATOR: Bulldozer.....\$ 15.69

OPERATOR: Chain Saw.....\$ 13.35

OPERATOR: Compactor.....\$ 10.05

OPERATOR: Crane
Adams, Blaine, Buffalo,
Custer, Clay, Franklin,
Garfield, Greeley, Hall,
Hamilton, Howard, Kearney,
Loup, Merrick, Nance,
Nuckolls, Phelps, Sherman,
Valley Webster, & Wheele
Counties.....\$ 16.17
Harlan County.....\$ 13.60

1.80

OPERATOR: Distributor.....\$ 14.37

OPERATOR: Loader
Adams, Blaine, Clay,
Franklin, Garfield,
Greeley, Hamilton, Howard,
Kearney, Loup, Marrick,
Nance, Nuckolls, Phelps,
Sherman, Valley, Webster,
Wheeler Counties.....\$ 14.68
Buffalo County.....\$ 15.21
Custer County.....\$ 17.58
Hall County.....\$ 13.78
Harlan County.....\$ 13.02

OPERATOR: Mechanic
Adams, Blaine, Buffalo,
Custer, Clay, Franklin,
Garfield, Greeley,
Hamilton, Harland, Howard,
Kearney, Loup, Merrick,
Nance, Nuckolls, Phelps,
Sherman, Valley Webster, &
Wheele Counties.....\$ 15.42
Hall County.....\$ 16.42

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....\$ 12.35

OPERATOR: Roller
Adams County.....\$ 12.16
Blaine, Buffalo, Custer,
Clay, Franklin, Garfield,
Greeley, Hall, Hamilton,
Howard, Kearney, Loup,
Merrick, Nance, Nuckolls,
Phelps, Sherman, Webster,
& Wheele Counties.....\$ 12.00

Hamilton County.....\$ 13.50

TRUCK DRIVER, Includes Dump and Tandem Truck

Adams County.....\$ 12.13
 Blaine, Buffalo, Custer,
 Clay, Franklin, Garfield,
 Greeley, Harland, Kearney,
 Loup, Merrick, Nance,
 Nuckolls, Phelps, Sherman,
 Valley Webster, & Wheeler
 Counties.....\$ 12.18
 Hall & Howard Counties.....\$ 11.00
 Hamilton County.....\$ 13.58

TRUCK DRIVER: Oil Distributor Truck.....\$ 13.25

TRUCK DRIVER: Semi-Trailer Truck.....\$ 11.25

TRUCK DRIVER: Water Truck.....\$ 11.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



GENERAL PROVISIONS

Section A—Definitions of Words and Terms.

The State of Nebraska Standard Specifications for Highway Construction, Series 2007, Department of Roads, Bureau of Highways and its supplements are hereby incorporated as the General Specifications for the City of Hastings, Nebraska, herein after referred to as “2007 Standard State Specifications”. Copies of these specifications may be obtained from the Department of Roads, Lincoln, Nebraska or on their website at www.dor.state.ne.us.

The following changes shall be made in Section 101., DEFINITIONS OF WORDS AND TERMS:

101.0327 Department	The City of Hastings Engineering Department which is authorized to improve and maintain the streets and alleys of the City of Hastings, Nebraska
101.0334 Engineer	The term State Engineer shall be amended to read City Engineer
101.0379 State	This term shall be construed to mean the City of Hastings
101.0358 Project	The specific section of the streets, alleys, parks or area of proposed construction together with all appurtenances and construction to be performed thereon under the contract
101.0367 Roadbed	The term “highway” shall be amended to word “street”
101.0370 Roadway	The portion of the highway within limits of construction; Term “highway” shall be amended to word “street”

Section B—Legal Relations and Responsibility to the Public.

Article 107 of the State of Nebraska Standard Specifications for Highway Construction, Series 2007, Department of Roads, Bureau of Highways, is hereby supplemented as follows:

1. Contractor to Protect and Hold the Owner Harmless.

The Contractor shall protect, defend, indemnify and save harmless the Owner and the Owner’s officers, agents, servants and employees, hereinafter called the “Owner”, against all claims and actions and all expenses incidental to the defense of such claims or actions, based upon or arising out of injuries or death of persons or damage to property caused by or sustained in connection with this contract or by conditions created thereby, and on request of the Owner will assume the defense of any claim or action brought against the Owner.

2. The Public Liability Insurance required by the preceding Subparagraph 1 shall include the following forms of coverage:
 - a. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
 - b. X.C.U. Coverage – If the Contract requires any work procedures involving blastings, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU property damage liability coverage with limits of \$1,00,000 each occurrence and \$2,000,000 aggregate.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement.
 - d. Contractual Liability coverage shall be included.
 - e. Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by his Subcontractors.
 - f. Products Liability and/or Completed Operations coverage shall be included.

3. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (1) bodily injury, including wrongful death and (2) property damage, which may arise from the operations of any owned, hired or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

- | | | |
|--------------------------|-------------|--------------|
| A. Bodily Injury Limits: | \$1,000,000 | Per Person |
| | \$1,000,000 | Per Accident |
| Property Damage Limits: | \$1,000,000 | Per Accident |

OR

- | | | |
|---------------------------|-------------|--------------|
| B. Combined Single Limit: | \$1,000,000 | Per Accident |
|---------------------------|-------------|--------------|

4. Umbrella Liability Coverage

A minimum \$2,000,000 limit will be required on all contracts. The City of Hastings retains the right to require a higher limit on a contract of higher value and/or complexity of work.

5. Certificate of Insurance

The Contractor shall furnish the City with two (2) copies of a certificate of insurance evidencing policies required in Paragraphs 2A, 2B, and 3 above. Such certificate shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required in Paragraph 2B, Subparagraphs 1 and 2 above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the coverage on said certificate(s) is shown to expire prior to completion of all terms of this Contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City. The certificates of insurance shall clearly show this Contract number.

6. Subcontractor's Insurance

The Contractor shall require each of his Subcontractors to take out and maintain during the life of his subcontract the same insurance coverage required of the Contractor under Paragraphs 2A, 2B, and 3 above, including the extension of coverage required under Paragraph 2B, Subparagraphs 1 and 2 above. Each Subcontractor shall furnish to the Contractor two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 4 above. The Contractor shall furnish one copy of the certificate to the City.

7. Insurance Company

All insurance policies herein required of the Contractor shall be written by a company duly authorized to do business in the State of Nebraska. Minimum Am Best's rating should be no less than A-V11

TECHNICAL SPECIFICATIONS

DIVISION I

GENERAL REQUIREMENTS

1. **Right-of-Way.** The City of Hastings, Nebraska, will provide the necessary right-of-way to construct all portions of the project.
2. **Preconstruction Conference.** A preconstruction conference will be held prior to beginning work on the project. Attendance at this conference by the Contractor or his representative and any subcontractors will be required.
3. **Time Limit and Liquidated Damages.** A Notice to Proceed will be issued by the Owner. Liquidated damages will be assessed against the Contractor at the rate as specified in the contract documents per working day for each day the work is uncompleted after the expiration of the working days specified.
4. **Construction Schedule and Progress of Work.** The Contractor shall submit a construction schedule to the Engineer prior to commencing work. The schedule shall reflect the Contractor's consideration of a minimum of inconvenience to the public.

Any deviations from work scheduling or traffic detouring shall be first approved by the Engineer.

5. **Public Access.** The area under construction may be closed to vehicular traffic. Pedestrian traffic shall be maintained as provided in Paragraph 15 of this section. The Contractor shall be responsible for all barricades, warning signs, flagmen, etc. needed to protect the public as outlined in the "Nebraska Manual of Uniform Traffic Control Devices".
6. **Description of Work.** This Project may consist of excavation, storm sewer, curb inlets, pavement replacement, prepackaged riprap installation and pavement installation, together with necessary appurtenances and accessories as noted on the specific plans for work.
7. **Location of Work.** The location of the work to be performed is identified on the proposal and the title sheet of the plans for each project.
8. **Responsible Bidders.** This contract shall be awarded only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to such matters as contract integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
9. **Purchasing Agent Appointment and Exempt Sales Certificate.** The Contractor performing the work under this contract will be issued a "Purchasing Agent Appointment" and "Exempt Sales Certificate" signed by the authorized representative of the Owner. It is to be used by the Contractor when purchasing tangible personal property to be actually incorporated into the contract work.

10. **Occupational Safety and Health Act Requirement.** The General Contractor, sub-contractors and suppliers of materials shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, following the effective date thereof, with regard to all work performed and/or materials supplied and shall establish safe and healthful working conditions for employees in connection with such work according to all occupational safety and health standards applicable thereto which are promulgated and issued by the Secretary of Labor during the time of performance of such work and shall indemnify and hold the City of Hastings and the Engineer harmless of and from any and all penalties, fines or expenses which may incur by reason of the violation by subcontractor or supplier of any of the terms and provisions of said Act or said standards.

11. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to the following:

- (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense or any other national emergency;
- (b) To any act of the City;
- (c) To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a), (b) and (c) of this paragraph 13.

Provided, however, that the contractor promptly notified the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. **Schedule of Construction.** Within ten (10) days after award of the contract, the Contractor shall submit a written progress schedule for the Engineer's approval outlining the manner in which he proposes to prosecute the work. No revision of the approved schedule of work shall be accomplished without first being submitted to and approved by the Engineer.

13. Obstructions. The contract prices shall include the cost of removal of quicksand, hardpan, boulders, rubbish, unforeseen obstacles, underground conduits, gas pipes, drain tile, trees, roots, tracks, pavements, sidewalks and the delay or damage caused by the same, whether these obstacles are shown on the contract drawings or not.

14. Cost of Service. The Contractor will be required to pay the cost of all water, power, lighting and heating required during construction, and such costs should be merged in the contract price.

15. Accommodation of Public Vehicular Traffic.

- (a) In order to maintain traffic and to facilitate the ingress and egress to properties and businesses located near or along the side of the project, it may be necessary to construct temporary driveways or temporary cross-overs. These locations may necessitate the placement of temporary surfacing to ensure the movement of traffic through these areas. The temporary cross-overs and the temporary surfacing shall be paid for at the contract unit price for each item of work involved as provided for elsewhere in this special provision. The locations of the temporary cross-overs and the temporary surfacing shall be as directed by the Engineer.
- (b) The schedule of sequence of the various portions of the job shall be made available to the Engineer at the preconstruction conference. Any variations from these accommodations to traffic provisions must be approved by the Engineer.
- (c) It shall be the responsibility of the Contractor to furnish a flagman or flagmen to direct traffic when his equipment is operating over or adjacent to the roadbed being used by the traveling public. He shall take any other steps necessary to ensure the orderly movement of traffic through or around the work at all times during the day or night, including Sundays and holidays.
- (d) All slow-moving equipment used under "Traffic Maintained" conditions including, but not limited to, asphalt pavers, distributors, aggregate spreaders, rollers and mechanical brooms, but not including dump trucks, shall be equipped with at least one revolving amber emergency light (more will be acceptable). All such slow moving equipment shall also be equipped with the standard "slow-moving vehicle" emblem meeting the requirements of Article 7, Section 39-723-10, R.R.S. 1943.
- (e) Revolving amber emergency lights shall be provided with a minimum 50 candlepower bulb. Lights shall be sealed so as to be dust and water tight and shall be maintained in good operating condition at all times. Lights shall be level mounted on equipment and provide for 360 degree visibility on each revolution. All revolving lights used shall provide a light that is clearly visible day or night for a minimum distance of 800 feet. The use of magnetic mounted lights will be permissible provided that they meet requirements for visibility and level mounting as set forth above.

- (f) Surfacing materials for detours, bypasses or crossings of the project shall be applied as shown in the plan or as directed by the Engineer. Measurement and payment for surfacing applied for accommodation of traffic will be made according to the Standard Specifications, special provisions or as "extra work" if not shown on the plans.
 - (g) Direct payment will not be made for the flagging service or for the work and materials, except as noted herein, that are incidental to the accommodation of traffic, but it shall be considered that all labor, equipment, materials (other than surfacing) and tools that are required in the work are subsidiary to the items for which the contract provides that direct payment be made, unless specific unit bid items are contained within the contract bid proposals or documents.
 - (h) It shall be the responsibility of the Contractor to provide and maintain all barricades necessary to close and/or divert traffic away from the streets where construction is taking place. All activities concerning placement of said barricades shall be coordinated with the Engineering Department.
16. **Existing Sanitary Sewer Services.** Existing sanitary sewer and water service lines and mains shall be left in place, undisturbed and functioning, during installation of the storm sewer. The Contractor shall assume full responsibility to maintain continuous and uninterrupted service to users of the sewer and water system.
17. **Standard Water and Sewer Cast Iron Pipe** shall be Class 150, cement mortar lined or equal.
18. **Soils and Groundwater Conditions.** The successful Contractor shall be required to satisfy himself as to soils and groundwater conditions and will hold the Owner blameless for soils, rock, groundwater or other subsurface conditions encountered during construction of the project.
19. **Special Section.** The Contractor shall not order prefabricated special pipe sections, tees and manholes until order lengths have been verified in the field by the Engineer.
20. **Excess Excavation Disposal Sites.** All earth excavation shall be transported to a site as designated by the Engineer at the preconstruction conference.
21. **Existing Utilities.** The Contractor shall exercise every precaution to avoid damage to any existing utility line or appurtenance (including underground electrical and telephone cables) while performing his work, and he shall be held liable for any damage incurred as a result of his operations.

In exercising every precaution, the Contractor will be required, among other things, to contact the owner of utilities in determining the exact location of all utilities in advance of his work. Location of utilities on the plans is approximate only, and telephone service lines are not shown.

- 22. Maintenance of Surface Drainage and Storm Sewers.** During the course of construction, the Contractor shall conduct his operations in a manner that will not pond or divert surface drainage onto private property and shall maintain the existing surface drainage patterns until such time that the storm sewer system is operable. In addition, the Contractor shall provide temporary works construction which must be approved by the Engineer and shall remain in place until such time that the storm sewer system is operable. The work required for maintenance of surface drainage and storm sewers will not be paid for directly but shall be considered subsidiary to the bid items of the contract.
- 23. Property Corners.** The Contractor shall protect existing property corners, and if disturbed or removed during the course of construction, he shall cause to have said corners replaced under the direction of a duly qualified Licensed Land Surveyor.
- 24. Testing.** All materials will be inspected, tested and accepted by the Engineer before incorporated in the work. Any work in which untested and unaccepted materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for. Unless otherwise designated, tests in accordance with the most recent cited standard method of AASHTO or ASTM, whichever are current on the date of advertisement, will be at the expense of the Contractor. All testing (concrete and subgrade) will be taken by the Engineer or a qualified representative of the Owner. The cost of concrete tests (compressive cylinder breaks) will be the responsibility of the Contractor. All materials being used are subject to inspection, test or rejection at any time prior to incorporation into the work. Copies of such tests will be furnished to the Contractor at his request.
- 25. Miscellaneous Removal Items.** Items indicated for removal on the plans or in the specifications shall be stored at locations determined by the Engineer. Caution shall be exercised in the removal and storage of said items to ensure minimal damage to the article. Items which require removal and replacement shall be restored to equal condition prior to beginning of construction.
- No separate measurement and payment will be made for removal and/or replacement of miscellaneous items, unless a separate bid item is included in the contract for such work. Said work not specifically identified in the bid items shall be considered subsidiary to the other bid items of the contract.
- 26. Concrete Plugs** for storm sewer, collars and other miscellaneous items of work shall not be measured and paid for directly unless a separate bid item is included in the contract but shall be considered subsidiary to the bid items of the contract.
- 27. Concrete Mix Type.**
- (a) The concrete mix for P.C.C. Pavement, driveways and structural concrete shall be State of Nebraska 47B as specified in Section 1002 of the 2007 State of Nebraska specifications.

- (b) The concrete mix for sidewalks shall be State of Nebraska Type BX as specified in Section 1002 of the 2007 State of Nebraska Specifications.
- (c) All concrete shall have a minimum compressive strength of 2,000 psi at 7 days and 3,500 psi at 28 days unless otherwise noted in the plans and specifications.

28. Relaying of Storm Sewer Pipe shall be installed, measured and paid for in accordance with Section I of these specifications.

29. Stripping Topsoil.

- (a) Description. This work shall consist of the removal of topsoil from cut areas or areas to be covered by embankments in such quantity as required to cover the slopes, ditches and shoulders in accordance with the details shown in the plans; subsequent placing, spreading and finishing of the topsoil material shall be as indicated in Section M “Topsoil, Seeding, Mulching, Fertilizing & Erosion Control.”
- (b) Construction Methods.
 - (1) Clearing and grubbing operations from the area from which the topsoil is to be obtained shall be completed prior to the removal of the topsoil.
 - (2) In the work of removing the topsoil, care shall be taken to avoid the incorporation of any appreciable quantities of subsoil.
- (c) Measurement and Payment. Stripping will be measured and paid for at the contract unit price per cubic yard for “Stripping Topsoil”, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work, or as outlined in the Special Provisions.

30. Riprap.

- (a) Description. This work shall consist of furnishing and placing riprap in accordance with the details shown in the plans or as directed by the Engineer.
- (b) Materials. Riprap may consist of broken concrete of which at least 90 percent shall consist of pieces weighing not less than 50 pounds each. Pieces meeting this requirement shall be sound and free of fractures.
- (c) Construction Method.
 - (1) The riprap shall be placed upon the slopes and ditch bottoms as indicated on the plans or as directed by the Engineer and shall be placed to a minimum depth of 12 inches in two layers.

(2) The riprap shall be placed to provide a uniform slope with a regular surface conforming to the lines and grades indicated on the plans or as directed by the Engineer.

(d) Measurement and Payment. Riprap will be measured and paid for at the contract unit price per square yard for "Riprap", which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

31. Prepackaged Riprap.

(a) Description. This work shall consist of furnishing and placing of commercially available, prepackaged riprap bags in accordance with the details shown in the plans or as directed by the Engineer.

(b) Materials. Material shall consist of prepackaged crushed concrete, stone, sand and gravel and cement in degradable bags as produced by U-Mix Products Co., 6200 Cornhusker Highway, P.O. Box 29288, Lincoln, Nebraska 68529, (402) 466-1953, or approved equal. Filled bag size is approximately 20 inches long by 13 inches wide by 4 inches thick.

(c) Construction Method. The standard building technique for a riprap wall is to stack the bags in a running bond pattern similar to brick or concrete block. The first row of bags should be placed side by side which forms a toe for the remainder of courses which are then placed end to end. Each course of bags should be overlapped in a step pattern which may vary from 2 inches to 8 inches dependent upon vertical wall conditions as indicated on the plans. When the riprap is used as a wall for reclamation or as a seawall, backfill should be used. The backfill shall be placed simultaneously with every other course of bags laid and shall be compacted to at least 90 percent proctor density. The course of bags shall be placed so as to follow the contour of the natural ground or excavation proposed and shall be flat and perpendicular to the base. The base course gradeline shall be established by laser and control points in the field. The bags shall be pinned together vertically with #4 rebar in accordance with the plan details illustrated. Since the bags are filled with a dry material which allows the bag to conform to the contours of the base and fill, they should be tamped or packed with a tamper or jitterbug to ensure proper bonding of each course as well as giving a flat surface for the following course of bags. This also fills the bags completely with material giving a physically uniform dimensional wall. Any variations in placement of the bags from the details illustrated on the plans will be instructed by the Engineer in the field.

(d) Measurement and Payment. Prepackaged, bagged riprap will be measured and paid for at the contract unit price per bag, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

Reinforcing steel for pinning bagged, prepackaged riprap shall be paid for at the unit bid price per pound, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

32. **Water.** The Owner will provide access to the Contractor of any and all water necessary to construct the proposed project. The water will be furnished from the fire hydrant nearest the project. It will be the responsibility of the Contractor to contact Hastings Utilities before use of any fire hydrant. Hastings Utilities will, upon deposit from the Contractor, furnish and install a meter, checkvalve and shut-off for the Contractor's use. The Contractor shall furnish all other necessary hose adaptors, hose and other equipment for the distribution and transportation of the water and shall be responsible for water usage fees.
33. **Opening Pavement for Use.** No section of pavement shall be opened to traffic until approval has been given by the Engineer.

At the option of the Engineer, certain sections of the project may be opened to traffic. In such cases, the section will be inspected, completed work tentatively accepted in writing at the discretion of the Engineer and the same turned over to the City for maintenance. Such action shall not in any way be construed as a final acceptance of the project.

The Contractor will not be held responsible for damages to portions of the project which have been tentatively accepted by the Engineer and opened to traffic prior to final approval and acceptance of the project, provided such damages are due to actions of the elements or to normal action of traffic. The Contractor shall be responsible for any damages which may have been occasioned by defective work or because of noncompliance with the Plans, Specifications and Contract.

Upon written authorization by the Engineer, the Contractor may cease to maintain barriers and lights as required; the project may be opened to traffic; and the Contractor is relieved from further maintenance and public liability on that portion of the project, providing all of his equipment has been removed from the right-of-way.

34. **Landfill Fees.** The Contractor will be responsible for securing his own disposal site or paying any associated fees for disposal at the Landfill.
35. **Salvage Rights.** The City of Hastings will retain the right to salvage any paving brick that it may wish for its use in other projects.

DIVISION II
SITWORK

SECTION A—CLEARING AND GRUBBING

1. **Description.** The work of clearing and grubbing shall be as described in Section 202 of the 2007 State Specifications.
2. **Construction Methods** used for clearing and grubbing shall be in conformance with Section 202.02.
3. **Method of Measurement and Payment.**
 - (a) Clearing and grubbing of trees shall be measured and paid for as described in Section 202.01.
 - (b) General clearing and grubbing shall not be measured and paid for directly but shall be paid as a lump sum in accordance with Section 202.01.

SECTION B—EARTHWORK

1. **Description.** The work of performing Roadway Excavation and Embankment shall consist of that described in Section 205 of the 2007 State Specifications.
2. **Construction Methods** used shall conform to applicable portions of Sections 205.02 and 204.03. The compaction of embankments and fill shall be Class III Type C.
3. **Method of Measurement and Payment.** Unless specified in the plans or bidding documents, roadway excavation, embankment, watering, borrow or haul will not be paid for directly but shall be considered subsidiary to the bid items of the contract.

SECTION C—FOUNDATION COURSE

1. **Description.** This work shall consist of the construction of a compacted foundation course in accordance with Section 307 of the 2007 State Specifications.
2. **Subgrade** shall be prepared in accordance with Section 301, Subgrade Compaction, of the 2007 State Specifications.
3. **Materials.** All materials shall consist of that required to produce Aggregate Foundation Course (regular) as indicated in Section 307.02.
4. **Construction Methods.** Foundation Course shall be mixed, laid and compacted in accordance with Section 307.03 at locations designated on the plans or as directed by the Engineer.

5. Measurement and Payment.

- (a) All materials and work required to produce, mix, lay, water and compact Foundation Course (regular) will be measured and paid for on a square yard basis and shall be considered full compensation for producing, furnishing, laying, watering and compacting and all work necessary to complete the item of work.
- (b) Subgrade preparation shall not be paid for directly but shall be considered subsidiary to the bid items of the contract.

SECTION D—ASPHALTIC CONCRETE

SIEVE SIZE	RANGE FOR TARGET VALUES (1/2" Gradation Band)	
	Min.	Max.
1 inch	100	
3/4 inch	98	100
1/2 inch	94	100
3/8 inch	80	98
No. 4	52	88
No. 10	32	70
No. 30	17	38
No. 50	10	24
No. 200	3	7

SECTION E—PERFORMANCE GRADED BINDER

As per current NDOR Specifications.

SECTION F—PORTLAND CEMENT CONCRETE PAVEMENT, CURB WALL, INTEGRAL CURB, CURB AND GUTTER AND SIDEWALK, STRUCTURAL CONCRETE, REINFORCING STEEL

1. **Description.** This work shall consist of that described in Division 600 Concrete Paving; Section 704 Concrete Retaining Walls and Steps; Section 606 Concrete Curb and Gutter; Section 607 Concrete Sidewalks; and Division 700 Bridges, Culverts, Related Construction of the 2007 State Specifications.
2. **Materials.** All materials used in the performance of the items of work shall comply with Division 600 and Division 1000 for Concrete Paving (47B).
3. **Construction Methods.**
 - (a) Concrete Paving shall be mixed, placed and finished as provided in Sections 603.03.
 - (b) Concrete Retaining Walls and Steps shall be mixed, formed, placed and finished in accordance with Section 704.
 - (c) Concrete Curb and Gutter shall be mixed, placed and finished in accordance with Sections 606.01 through 606.03.
 - (d) Concrete Sidewalks and Drives shall be mixed and finished in accordance with Sections 607.01 through 607.03 and Sections 609.01 through 609.03.
 - (e) Structural Concrete for box culverts, bridges and dams shall be mixed and furnished in accordance with Section 704.
 - (f) Reinforcing Steel. Steel bars for concrete reinforcement shall conform to Section 707 of the 2007 State Standard Specifications for Highway Construction and shall be deformed, of Grade 40 or Grade 60 billet or Grade 40 or Grade 60 axle steel as shown in the plans, specifications or Special Provisions.
4. **Method of Measurement and Payment.**
 - (a) Portland Cement Pavement shall be measured in place and paid for by the square yard at the contract bid price for “P.C.C. Pavement” at the thickness shown in the proposal and on the plans. Such payment shall be considered full compensation for furnishing all materials including, but not limited to, reinforcing steel, dowel bars, joint sealer, special joints, hauling, placing, sawing, finishing and curing said concrete paving and performing all incidental work necessary to complete the item of work.
 - (b) Integral Curb shall be subsidiary to the unit contract bid price for P.C.C. concrete pavement.

- (c) Concrete Curb Wall shall be measured and paid for by the cubic yard in place at the contract bid price for "Concrete Curb Wall" through and including transitions from Concrete Curb Wall to Standard Integral Curb. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (d) Concrete Curb and Gutter shall be measured and paid for by the linear foot for "Concrete Curb and Gutter". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (e) Portland Cement Concrete Sidewalks shall be measured and paid for by the square foot at the contract bid price for "5 Inch P.C.C. Sidewalks". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (f) Portland Cement Concrete Drives shall be measured and paid for by the square yard at the contract bid price for "6 Inch P.C.C. Drives". Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (g) Structural Concrete shall be measured and paid for per cubic yard at the contract bid price. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (h) Payment of steel reinforcement shall be made at the contract bid price per "pound". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

SECTION G—PAVEMENT, CURB AND GUTTER, SIDEWALK AND DRIVE REMOVAL

1. **Description.** This work shall consist of removing and disposing of Asphaltic Concrete Paving, Concrete Paving, Concrete Curb and Gutter and Concrete Sidewalks and Drives.
2. **Construction Methods.** Limits of paving removals for Asphaltic and Portland Cement Concrete Paving including Curb and Gutter, Sidewalks and Drives, when indicated in the plans or directed by the Engineer, shall be sawed to a depth sufficient to result in a straight and undamaged edge on the remaining pavement.

Where pipelines are to be installed by open cut in streets on which asphalt or concrete pavement exists, the pavement shall be neatly cut out in a straight line along both edges of the trench. Cutting will be done with a concrete saw or other suitable means acceptable to the Engineer. The paving so cut will be removed, loaded and hauled to a dump approved by the Engineer. Limits of paving removed will be designated by the Engineer.

3. **Method of Measurement and Payment.**

- (a) Removal of all types of roadway paving shall be unclassified and shall be measured and paid for on a square yard basis at the contract bid price for "Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (b) Removal of pavement for drives will be measured and paid for on a square yard basis at the contract bid price for "Driveway Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (c) Removal of concrete curb and gutter shall be measured and paid for on a linear foot basis at the contract bid price for "Curb and Gutter Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (d) Removal of concrete sidewalk shall be measured and paid for on a square foot basis at the contract bid price for "Sidewalk Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (e) Saw cutting pavement will not be paid for directly but shall be considered subsidiary to the bid items of the contract, unless otherwise so specified in the bidding documents.

SECTION H—REMOVAL OF EXISTING STRUCTURES

- 1. **Description.** This work shall consist of that described in Section 203 of the 2007 State Specifications.
- 2. **Construction Methods** used shall be in conformance with Section 203.02.
- 3. **Method of Measurement and Payment.**
 - (a) Removing existing concrete box culverts, dams, retaining walls, storm sewer inlets and catch basins, etc. shall be measured and paid for on a per each basis for each item removed at the contract bid price as specified in the Proposal, which payment shall be considered full compensation for providing all labor and materials necessary to complete the work.
 - (b) Removal of existing storm sewer shall be measured and paid for on a linear foot basis for the type and size indicated in the proposal and on the plans.

SECTION I—REINFORCED CONCRETE PIPE

1. **Description.** This work shall consist of that described in Section 1037 of the 2007 State Specifications.
2. **Materials** used in the construction shall conform to minimum material requirements shown as follows:
 - (a) Reinforced Concrete Pipe shall conform to the requirements of AASHTO M170, M206 C 76 76 ASTM Designation or the latest revision thereof, for Class III Reinforced Concrete storm sewer and culvert pipe.

The various classes of pipe designated shall meet the following requirements:

- (1) Class III Reinforced Concrete Pipe – D Load 0.01 in crack 1,350 lbs.
Class III Reinforced Concrete Pipe – D Load Ultimate 2,000 lbs.
 - (2) Concrete Proportions – as designated in Section 5.2.1 concrete (ASTM 76 76) with not less than six U.S. standard bags of cement per cubic yard.
 - (3) Concrete Strength – 4,000 psi
 - (4) Pipe Acceptance – as specified in Section 3.1.1 (ASTM 76 76) three edge bearing test. In addition, the reinforced concrete pipe manufactured under this specification will be required to meet absorption requirements of concrete as indicated in ASTM Specification C 76.
3. **Construction Methods.** All transporting, delivering, placing, excavating and backfilling of storm sewer shall conform to the requirements of Section 720 except that backfill material for the lowest 90 degrees shall be sand, placed and compacted to the required density under the direction of the Engineer. Bedding will be required for all reinforced concrete pipe and corrugated metal pipe installed on this project.
 4. **Method of Measurement and Payment.**
 - (a) Excavation backfilling and compaction of trenches for storm sewers shall not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.
 - (b) Pipe for storm sewer shall be measured and paid for on the linear foot basis of the contract bid price for “C.M.P. Storm Sewer” and “R.C.P. Storm Sewer” for the pipe sizes indicated in the plans and specifications as provided in Section 720.05.
 - (c) Pipe for sanitary sewer shall be measured and paid for on the linear foot basis at the contract bid price for “V.C.P. Sanitary Sewer” for the pipe size indicated in the plans and specifications. Said payment shall be considered full compensation for excavation,

disconnecting house services from the existing sewer main, installing the sanitary sewer, wyes and house sewer service lines, plugging service lines at the point of disconnection, backfilling and compacting the trench, performing all incidental work and providing all equipment, labor and materials necessary to complete the item of work.

SECTION J—CATCH BASINS, MANHOLES, INLETS AND JUNCTION BOXES

1. **Description.** This work shall consist of that described in Sections 916 Catch Basins, Manholes, Inlets and Junction Boxes and 917 Reconstruction of Manholes and Adjusting Manholes to Grade.
2. **Materials.** All materials furnished shall conform to Section 916.02 except steel and gray iron castings shall be the types specified on the plans.
3. **Construction Methods.** Construction will be in accordance with Sections 916.03.
4. **Method of Measurement and Payment.**
 - (a) Excavation backfill and compaction will not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.
 - (b) Manholes and Inlets shall be measured and paid for at the contract bid price per each for the types specified and said payment shall be considered full compensation for furnishing all labor, equipment and materials, including steps and covers, cast iron sanitary sewer, adapter and incidental work necessary to complete the item of work.
 - (c) Manholes requiring an adjustment of 24 inches or greater to bring said structure to grade shall be measured and paid for at the contract bid price per each for 24 Inch Risers, which payment shall be considered full compensation for furnishing all labor, equipment and materials (including fabrication, steps and covers) necessary to complete the item of work.
 - (d) The work of Adjusting Manholes and Reconstruction of Manholes from 0 to 24 inches shall be measured and paid for at the contract bid price per each for “Adjusting Sewer Manholes to Grade”, which payment will constitute cost of all materials, equipment and labor necessary to complete the item of work.

SECTION K—SANITARY SEWER

Section deleted – not applicable to this contract.

SECTION L—WATER MAINS

Section deleted – not applicable to this contract.

SECTION M—TOPSOIL, SEEDING, MULCHING, FERTILIZING & EROSION CONTROL

1. **General.** Ditches, cells, berms and dikes disturbed by construction shall be shaped, seeded, mulched and watered.

(a) Work Included.

(1) Preparation of subgrade to receive topsoil

(2) Spreading topsoil

(3) Seeding and fertilizing

(4) Erosion control

(5) Watering

(6) Maintaining seeded areas until acceptance

(b) Delivery, Storage and Handling.

(1) Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.

(2) Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

(3) All seed shall be a certified blue seed unless stated as a common seed.

(c) Existing Conditions. Beginning work of this Section means acceptance of existing conditions.

(d) Submittals. Submit shop drawing and product data for erosion control fabrics and seed mixture to Engineer for approval prior to installation.

2. **Products.**

(a) Growing Media.

(1) Topsoil: Excavated material taken from the upper 18 inches of the soil profile, graded free of roots, rocks larger than one inch, subsoil, debris, and large weeds.

(2) Starter Fertilizer: 18-46-0, commercial type with 50 percent of the elements derived from organic sources.

(b) Seed.

(1) Seed Mixture – Type A

<u>Species</u>	<u>*Pure Live Seed/Acre</u>
Big Bluestem	4.0 lbs.
Indian Grass	3.8 lbs.
Switch Grass	1.8 lbs.
Sideoats Gramma	3.4 lbs
Oats	.5 lbs.

*Rates shown are for drilling. Rates shall be doubled for broadcast seeding.

(2) Seed Mixture – Type B

<u>Species</u>	<u>*Pure Live Seed/Acre</u>
Broam Grass	10.0 lbs.
Switch Grass	3.5 lbs
Oats	.5 lbs.

*Rates shown are for drilling. Rates shall be doubled for broadcast seeding.

(3) Seed Mixture – Type C
(Bluegrass (60) - Rye (40))

<u>Bluegrass Species</u>	<u>Pure Live Seed/Sq. Ft.</u>	<u>Pure Live Seed/Acre</u>
Caliper	0.6 lbs.	26.0 lbs.
Newblue	0.6 lbs.	26.0 lbs.
Classic	0.6 lbs.	26.0 lbs.
<u>Rye Species</u>	<u>Pure Live Seed/Sq. Ft.</u>	<u>Pure Live Seed/Acre</u>
Dimension	0.6 lbs.	26.0 lbs.
Palmer III	0.6 lbs.	26.0 lbs.

(c) Accessories. Mulching Material: Prairie hay, oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Alfalfa, hay or chopped cornstalks is not acceptable.

(d) Erosion Control Fabric – Type I.

(1) Coconut fiber erosion control fabric shall meet the following requirements:

- a) Materials: Coconut at 0.5 lbs/square yard
- b) Net – Heavyweight: UL stabilized both sides
- c) Roll Width – 6.5 feet minimum
- d) Staples shall be 6 inches, 11 gauge

(2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.

(e) Erosion Control Fabric – Type II

(1) Straw fiber erosion control fabric shall meet the following requirements:

- a) Materials: Straw at 0.5 lbs/square yard
- b) Net – Lightweight degradable, both sides
- c) Roll Width: 6.5 feet minimum
- e) Staples shall be 6 inches, 11 gauge

(2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.

3. Execution.

(a) Preparation.

- (1) Protect existing underground improvements from damage.
- (2) Remove foreign materials, plants, roots, stones and debris from site. Do not bury foreign material.
- (3) Remove contaminated subsoil.
- (4) Cultivate area to receipt topsoil to depth of 3 inches. Repeat cultivation to areas where equipment has compacted subgrade.

(b) Spreading Topsoil.

- (1) Spread topsoil to depth of 6 inches over area to be seeded. Place during dry weather and on dry, unfrozen subgrade.
- (2) Cultivate topsoil to depth of 6 inches with mechanical tiller. Cultivate inaccessible areas by hand. Rake until surface is smooth.
- (3) Remove foreign materials collected during cultivation from site.
- (4) Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.
- (5) Assure positive drainage away from buildings.
- (6) Finish ground level firm and sufficient to prevent sinkage pockets when irrigation is applied.

(c) Fertilizing.

- (1) Apply fertilizer at a rate of 200 lbs. per acre.
- (2) Do not apply grass seed and fertilizer at same time or in same machine.
- (3) Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

(d) Seeding.

- (1) Apply seed at rates indicated earlier in this section.
- (2) The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin work and shall not proceed with such work until permission to do so has been granted by the Engineer.
- (3) Seeding operations shall be performed only during the periods between March 1 and June 1 and between August 1 and September 15 except by express permission of the Engineer. No work shall be performed during excessively windy weather or when the ground is frozen, wet or otherwise untillable.
- (4) For seeding, approved mechanical power drawn drills, broadcast type seeder or hydraulic seeders may be used.

(e) Mulching.

- (1) Mulch shall be either dry cured native hay or threshed grain straw. Hay or straw shall be free from seeds of noxious weeds and relatively free from seeds of all other weeds.
- (2) The Contractor shall apply a protective mulch within 48 hours after sowing the seed, unless otherwise directed by the Engineer. The mulch shall be applied with a mulch blowing machine or other approved methods at the rate of two tons per acre.
- (3) Immediately following the spreading of the mulch, the material shall be anchored to the soil by a V-type wheel land packer, a soil erosion mulch tiller, or other suitable equipment which will secure the mulch firmly to form a soil-bind mulch.
- (4) Straw mulch is required on all areas to be seeded that do not receive erosion control fabric.

(f) Erosion Control Fabric.

- (1) A straw fiber drainage blanket (Type II) shall be used along the bottom of the drainage ditches as indicated at locations on the plan.
- (2) A coconut fiber drainage blanket (Type I) shall be used in the storm water collection sump(s) as indicated at locations on the plan.
- (3) The total width of the area to receive Type II drainage blankets shall be no less than 11 feet.
- (4) All blankets shall be stapled using no less than two staples per square yard.
- (5) All blankets shall be installed keyed into shallow trenches along the perimeter. Follow manufacturer's recommendations.

(g) Watering. Watering shall not begin until completion of the mulching operation. All areas shall be wetted as required to start the moist soil conditions necessary to assure seed germination and growth. At least one additional watering will be required after the initial period as directed by the Engineer.

(h) Measurement and Payment.

Seeding will be measured and paid for at the contract unit price per acre for "seeding", which payment shall be full compensation for topsoiling, shaping, seedbed preparation, seed, planting, mulching, watering and all incidentals required to complete the item of work.

Erosion control fabric will be paid for at the contract unit price per square yard for the specified type, which payment shall be full compensation for all material, grading, labor and incidentals required to complete the item of work.

- (i) Acceptance. Seeded areas will be accepted when seeded areas are properly established and otherwise acceptable. This shall include any reseeded areas that may be required beyond the standard one year warranty, but in no case longer than three years from the date of initial Final Completion.

SECTION N - POLYUREA PAVEMENT MARKING, GROOVED
(D-11-0308)

Section deleted – not applicable to this contract.

SECTION O — METHOD OF PAYMENT

The Engineer will compile a detailed estimate of cost of work completed at the end of each week. Said estimates, being approved by the Engineer, will be submitted to the Hastings City Council each month for payment. A 10 percent retainage on each estimate or total accumulative estimate will be held by the City until at which time the job has had final approval and acceptance by the Engineer.

SECTION P — GUARANTEE OF WORKMANSHIP AND MATERIALS

The Contractor shall guarantee all materials, workmanship and successful operation of all work furnished and installed by him for a period of one year from the date of final acceptance of the whole work and shall guarantee to repair or replace at his expense any part of the work which shows defect during the guarantee period, provided such defect is, in the opinion of the Engineer, due to imperfect material or workmanship.

