

**CONTRACT AND SPECIFICATIONS
FOR
NDS PLANT ROOF REPLACEMENT
NORTH DENVER STATION
FOR
CITY OF HASTINGS
HASTINGS, NEBRASKA**

Contract No. HU 2023-28

**Sealed Proposals Will Be Opened Promptly At
1:30 PM, Wednesday, April 19th, 2023**

Bid Submitted By: _____



THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

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NDS PLANT ROOF REPLACEMENT
AT NORTH DENVER STATION
CITY OF HASTINGS
HASTINGS, NEBRASKA
Contract No. HU 2023-28

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The City of Hastings, Nebraska, will receive bids for the: **North Denver Station Roof Replacement Project, HU 2023-28** until 1:30 p.m. at the Office of the City Clerk of Hastings, Nebraska, on Wednesday, April 19, 2023 at which time and place all bids will be publicly opened and read aloud.

Brief description of project: Hastings is soliciting proposals from qualified Contractors to replace the roofing over the North Denver Station Power Plant and Garages. If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the Plan Holders Submittal Form that is located on the City website: <https://www.cityofhastings.org/bids/> .

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 visiting the City of Hastings Website: www.cityofhastings.org/bids. A paper copy is available for \$75.00, plus sales tax (\$5.25), plus shipping.

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No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.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.

DATED AT HASTINGS, NEBRASKA, this 28th day of March 2023.

Kimberly S Jacobitz, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication
March 30, 2023 & April 6, 2023

All proposal information, including any unit price fill in sheets or other required information, shall be submitted on the proposal forms hereto attached. Copies of addenda shall be signed and included with the bid documents. The City of Hastings does NOT accept faxed or emailed bid returns.

Bidders shall inform themselves of all relevant matters, and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might not have fully informed himself, prior to the bidding.

The Bidder bidding on the Specifications herein, who has exceptions to those called for in the Specifications, must so state in the space provided below and/or attach a letter explaining in detail the exceptions taken to those required in the Specifications. This letter of explanation shall become a part of the bid and shall be attached hereto. Failure by the Bidder to outline his exceptions will require the successful Bidder to comply with these Specifications.

EXCEPTIONS TO SPECIFICATIONS:

The Purchaser will not assume obligations resulting from losses or damages until acceptance of the equipment.

Checks of unsuccessful Bidders will be returned when their bids have been rejected and they will not be retained in excess of sixty (60) days from the date bids are opened. The check of the successful Bidder will be retained until the contract is awarded. Should the successful Bidder fail to perform as the Proposal and Specifications indicate, the City may use the check as liquidated damages within fifteen (15) days after written notice is given to the party who submitted the successful bid.

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed contract documents, he may submit to Purchaser a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Purchaser will not be responsible for any other explanation or interpretation of the proposed documents.

All addendums must be signed and attached to bid documents or proposal will not be accepted.

Bidder Qualifications: In order for their proposals to be considered, bidders without previous successful work history with City of Hastings must demonstrate before the bid opening that they are qualified to perform the work satisfactorily. Each prospective bidder shall submit written evidence of their qualifications to the Owner in the bid documents. Such evidence shall certify that the bidder:

1. Maintains a permanent place of business;
2. Has available the plant and equipment to do the work;
3. Can supply and manage the necessary labor force;
4. Has technical knowledge and practical experience in work of the type specified;
5. Has available the organization and qualified manpower to do the work;
6. Has no just or proper claims pending against him or his work; and
7. Has constructed other facilities of similar type and of equal or greater size and complexity. The evidence shall consist of a listing of the facilities indicating the owner's name, location, approximate dollar value, type of facilities, date of completion, and the size and operating conditions of major equipment.

IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

CONTRACT NO: HU 2023-28
NDS Plant Roof Replacement
City of Hastings, NE
1228 North Denver Avenue, Hastings, NE

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Derek Pfeifer, P.E.
Lead Engineer
City of Hastings
1228 N. Denver Avenue
PO Box 289 (68902)
Hastings, NE 68901

Ph# 402-462-3673
Email: bidquestions@cityofhastings.org

Cliff Hohlfeld
Maintenance Scheduler
City of Hastings
1228 N. Denver Avenue
PO Box 289 (68902)
Hastings, NE 68901

Ph# 402-462-3559
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

Renaë Griess
Administrative Assistant – Engineering Dept, City of Hastings
Ph# 402-462-3665
Fax# 402-462-3666
Email: bidquestions@cityofhastings.org



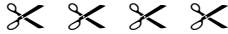
IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

Your Return Address

Office of the City Clerk of Hastings
Attn: Kim Jacobitz
220 N. Hastings Avenue
Hastings, NE 68901

**This Information MUST BE typed or written in the lower left hand corner of return envelope
OR SIMPLY CUT OUT AND TAPE ON YOUR RETURN ENVELOPE**



BID DOCUMENTS ENCLOSED
ATTN: Kim Jacobitz, City Clerk of Hastings
Contract No: HU 2023-28
NDS Plant Roof Replacment
Bid Opens: Wednesday, April 19, 2023 @ 1:30 pm

If returning Fed-X or similar carrier, please enclose the bid in an “inner” envelope which is sealed. Please make sure BOTH envelopes are properly marked on the OUTSIDE OF THE ENVELOPE as shown in the example above.

One bid per envelope. Bid submittal via email is not allowed. Bids must be checked in to the City Clerk prior to 1:30 pm deadline.

BIDDER'S CHECKLIST
NDS PLANT ROOF REPLACEMENT
1228 NORTH DENVER AVENUE, HASTINGS NE
FOR
CITY OF HASTINGS
Contract No. HU 2023-28

- One signed cover sheet with your company's name filled in
- One signed original Proposal
- Exception sheet, if exceptions are being made
- Written evidence of Contractor qualifications as outlined in Instructions to Bidders sheet, if no successful project history with City of Hastings
- Proposed project schedule(s) for option(s) being bid
- Acknowledgement of Addenda. All addendums received must be acknowledged and signed, if applicable.
- Firm unit pricing; or the lump sum pricing as applicable (see Proposal).
- A certified check, cashier's check, or bid bond payable to the City of Hastings in an amount no less than five percent (5%) of the bid price included with the sealed bid envelope addressed in accordance with the Mailing or Hand Delivery Instructions.

**PROPOSAL FOR
NDS Plant Roof Replacement
Contract No. HU 2023-28**

TO: City of Hastings Utility Dept
1228 N. Denver Ave
Hastings, NE 68901

Bid Opening: April 19, 2023 (Wednesday)
SEALED BIDS MUST BE RECEIVED BY 1:30
P.M. AND WILL BE OPENED PROMPTLY AT
THAT TIME

We, the undersigned, being familiar with all parts of these documents, being Notice to Bidders, Bid Proposal Price Sheets, Contract Document Forms, Plans and Specifications, Affidavit, and all other parts of this document, do herein submit our proposal to **replace the North Denver Station Plant Roof**, for the following price, **including 7% Nebraska Sales Tax**. The labor portion is not subject to sales tax; however, the material portion is taxed accordingly. See following tax rules and regulation language*.

Bid Section 1A is an additional option that will be included pending financial evaluation. Bids to be evaluated based on contractor availability and cost.

BID SECTION 1: BASE BID ITEMS – SEPTEMBER 30, 2023 COMPLETION

Item#	Description	Unit Price	Total
1	NDS Plant 3 rd Floor Reroof	<u>LUMP SUM</u>	\$
2	NDS Plant 4 th Floor Reroof	<u>LUMP SUM</u>	\$
3	NDS Plant 5 th Floor Reroof	<u>LUMP SUM</u>	\$
4	Sales Tax	*(For Option 1 Contractors only) Sales Tax on materials of the above items	\$
TOTAL SECTION 1			
			\$
In Words			

BID SECTION 1A: OPTIONAL ITEM – NDS GARAGE ROOF REPLACEMENT

Item#	Description	Unit Price	Total
1	NDS Garages Reroof	<u>LUMP SUM</u>	\$
2	Sales Tax	*(For Option 1 Contractors only) Sales Tax on materials of the above items	\$
TOTAL SECTION 1A			
			\$
In Words			

**PROPOSAL FOR
NDS Plant Roof Replacement
Contract No. HU 2023-28**

For purposes of sales/use tax, this project falls under Nebraska Sales and Use Tax Regulation 1-017 for Contractors. By definition, a contractor is “any person who repairs property annexed to, or who annexes property to, real estate, including leased property, by attaching building materials to the annexed property or improvement being built or repaired, or who arranges for annexation of property.” Please refer to www.revenue.nebraska.gov/salestax.html for additional information.

For calculating this proposal:

- All contractors are to include sales/use tax on materials in the bidder’s prices, if applicable.
- **Option 1 contractors must separately state materials, sales tax, labor, and other charges on all invoices for the project. Any invoices submitted that do not include this required breakdown of the charges will not be accepted for payment. (This requirement does not apply to Option 2 or 3 contractors.)**
- The sales/use tax rate on building materials is 7.0% for projects within Hastings’ city limits and 5.5% for projects outside of city limits.
- Contractor labor charges for this proposal are not subject to sales/use tax per the Nebraska Department of Revenue Notice to Contractors effective October 1, 2007.
- In submitting this bid, the bidder certifies that he will comply with all applicable laws, ordinances, and codes of the City of Hastings and the State of Nebraska.
- For this project, Contractor will supply all materials.

What contractor option have you registered with the Nebraska Department of Labor (must select one)? Please refer to <https://dol.nebraska.gov> for additional information.

Option 1 _____

Option 2 _____

Option 3 _____

Is Nebraska Sales/Use Tax included in the above prices.

Yes _____ No _____

(ALL COSTS TO INCLUDE CITY AND STATE SALES TAX)

As noted in the proposal sheet one contract will be awarded for the sum total of all Bid Sections.

Exceptions: No Yes (If yes, list on “*Instructions to Bidders*” page)

Any modification of bid proposal will be considered non-conformance of the bid. All exceptions to the proposal shall be noted as an exception to the bid.

City of Hastings may at its own discretion delete any project area and / or component prior to award of contract.

**PROPOSAL FOR
NDS Plant Roof Replacement
Contract No. HU 2023-28**

In submitting this proposal, it is further understood that the City of Hastings reserves the right to reject any or all proposals and may waive any informalities and may accept the proposal which best suits its needs. It is further understood that this proposal may not be withdrawn for a period of sixty days (60) days after bids are opened.

All proposals shall have original signatures. Electronic time-stamped signatures will be acceptable. Photocopied or printed versions of bid bonds will be accepted without original signatures, however a hardcopy with original signatures must be received by City of Hastings within 5 business days.

OFFICIAL NAME & ADDRESS

Firm Name	Signature
Address	Typed or Printed Name
City, State, Zip	Title
Phone No.	Date
Fax No.	Email Address

**ALL BIDS MUST BE CHECKED IN TO CITY CLERK
PRIOR TO 1:30 PM DEADLINE**

THIS AGREEMENT, made and entered into this day of , 2023,
by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or
"City", and , a of (town) in the State
of , Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH: THAT,

WHEREAS: The Purchaser has caused the necessary contract documents to be prepared for defining material, equipment, and/or labor to be supplied to the City of Hastings, and delivered complete as specified in the accompanying contract documents.

WHEREAS: The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor", "Party of the Second Part", for material, equipment, and/or labor as hereinafter set forth and as stated more in detail in the Proposal and related contract documents to wit; Notice to Bidders, Instructions to Bidders, Specifications; all of which documents are attached hereto and made a part of this Contract.

NOW, THEREFORE: It is hereby agreed that for the sum of . (\$)

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **NDS Plant Roof Replacements, HU 2023-28.**

All materials, equipment, and/or labor shall be in accordance with the accompanying contract documents and specifications which are as much a part of this Agreement as if repeated verbatim herein.

It is further agreed that the Contractor will start work promptly, furnish the necessary drawings promptly and complete the work in the number of days set forth in the Proposal.

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF HASTINGS
Party of the First Part

By: _____

Date: _____

ATTEST:

City Clerk

CONTRACTOR
Party of the Second Part

SEAL

By: _____

Title: _____

Date: _____

APPROVED TO FORM:

City Attorney

Note: If executed by one other than President, Partner or the individual Owner, a Power-of-Attorney authorizing execution should accompany this Contract.

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
_____	_____	City, State, Zip
Witness	_____	Name of Person Executing
ATTEST:	_____	Surety
_____	By: _____	
_____	Title: _____	

INSURANCE COVERAGE

The undersigned hereby certifies that Workmen's Compensation, Public Liability and Property Damage, and Automobile Liability and Property Damage Insurance are in force and effect in accordance with the requirements contained in "General Conditions" which is a part of this document "Bid Proposal and Specifications". We further agree to give ten (10) days notice to the City of Hastings before effective date of cancellation or reduction of any of the above coverage.

This Insurance Coverage applies only to _____

Dated _____

CONTRACTOR

By _____

Title _____

Date _____

INSURANCE COMPANY

By _____

Title _____

Address _____

Date _____

SECTION 1-1 - DEFINITIONS OF WORDS AND TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.101 Advertisement. The advertisement for work or materials on which bids are to be received.

1.102 Award. The decision of the City to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1.103 Bid Bond. Insures the owner that the successful bidder will undertake the contract under the terms of the proposal and provide bond(s) as specified in the bidding documents.

1.104 Bidder. Any individual, firm, or corporation formally submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1.105 Calendar Day. Every day shown on the calendar, including weekends and holidays.

1.106 Change Order. A written order to the Contractor, signed by the Engineer, ordering a change in the work from that originally shown in the plans and specifications.

1.107 City. The word "City" as used in these specifications refers to City of Hastings, Nebraska.

1.108 Contract. The written agreement executed between the City and the Contractor, covering the performance of the work and the furnishing of labor and materials, by which the Contractor is bound to perform the work and furnish the labor and materials, and by which the City is obligated to compensate him therefore at the mutually established and accepted rate or price.

The contract shall include the "Notice to Bidders", these specifications, the Contractor's Bond, the general and detailed plans, the Proposal, Special Provisions, and Supplemental Agreements.

1.109 Contract Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials described in the text of a specification item included in the contract or described in any subdivision of the text of the supplemental specification or special provision of the contract.

1.110 Contract Period. The period from the date specified in the contract for the commencement of work to the date specified for its completion, both dates inclusive.

1.111 Contractor. The party of the second part to the contract; the individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his, their, or its agents or authorized employees.

1.112 Easement (Right-of-Way). A right acquired by public authority to use or control property for a designated purpose.

1.113 Engineer. The Director of Engineering, acting either directly or through an assistant or other representative duly authorized by the Director of Engineering, such assistant or representative acting within the scope of the particular duties assigned him, or of the authority given him.

1.114 Extra Work. Work performed by the Contractor in order to complete the contract in an acceptable manner but for which there is no basis of payment provided in the contract.

1.115 Inspector. An authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work performed and materials furnished by the Contractor.

1.116 Laboratory. The testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

1.117 Maintenance Bond. Insures the owner of a completed construction project for a specified time against defects and faults in materials, workmanship, and design.

1.118 Notice to Bidders. The provisions, requirements, and instructions pertaining to the work to be awarded, manner and time of submitting proposals, quantities of the major items or work required, as prepared for the information of bidders.

1.119 Performance Bond. The approved form of security, executed by the Contractor and his surety or sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.

1.120 Plans. The official plans, profiles, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

1.121 Project. The specific section of the street together with all appurtenances and construction to be performed thereon under the contract.

1.122 Proposal. The offer of the bidder, submitted on the prescribed proposal form, to perform the work and to furnish the labor and materials at the prices quoted by the bidder.

1.123 Proposal Form. The approved form on which the City requires formal bids be prepared and submitted.

1.124 Proposal Guaranty. The security furnished by the bidder with his proposal for a project, as a guaranty that he will enter into a contract for the work if his proposal is accepted.

1.125 Right-of-Way. The land area which is reserved or secured by the City for constructing the work or for obtaining material therefore.

1.126 Special Provisions. Special directions, provisions or requirements peculiar to the project under consideration and not otherwise thoroughly or satisfactorily detailed or set forth in the specifications. See Section II Special Provisions.

1.127 Specifications. The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications or special provisions, all of which are necessary for the proper performance of the contract.

1.128 Subcontractor. Any individual, firm, or corporation to whom the Contractor, with the written consent of the City, sublets any part of the contract.

1.129 Superintendent. The representative of the Contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.

1.130 Surety. The corporate body bound with and for the Contractor for the acceptable performance of the contract and the completion of the work, and for payment of all just claims arising therefrom.

1.131 Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, paying all applicable city, state, and federal taxes, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract **if applicable.**

1.132 Working Day. Any day, except Saturdays, Sundays, and Hastings Utilities holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ Day Christmas Eve, and Christmas Day. Working days for a project area shall be counted consecutively from project starting date.

1.133 Completion of the Work and Formal Acceptance by the City. Whenever the term "completion of the work and formal acceptance by the City" is used, it refers to and means the formal acceptance of the work by the Engineer and the City at the time the Contractor has all work under the contract completed and in place. Release of the final pay estimate shall constitute formal acceptance by the City.

1.134 Final Acceptance of the Work. Whenever the term "final acceptance of the work" is used, it refers to and means the time when the Engineer and City finally accept the work after the expiration of the time for which the Contractor guarantees to keep the work in repair.

1.135 Abbreviations.

A.A.S.H.O.	American Association of State Highway Officials
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing Materials
A.R.E.A.	American Railway Engineering Association
A.W.S.	American Welding Society

D.O.T. Department of Transportation, Office of Pipeline Safety
O.S.H.A. Occupational Safety and Health Administration
A.W.W.A. American Water Works Association

SECTION 1-2 - PROPOSAL REQUIREMENTS AND CONDITIONS

1.201 Contents of Proposal Forms. Bidders will be furnished with proposal forms which will state the location and description of the contemplated work and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which unit bid prices are asked, and the time in which the work must be completed, and the date, time, and place of opening bids. All special provisions and required provisions will be grouped together and bound with or included through reference in the proposal form.

1.202 Interpretation of Quantities in Proposal Forms. The quantities listed in the proposal forms are to be considered as approximate, unless otherwise provided by special provision. It is understood that the quantities of work to be done and materials to be furnished may each be increased, diminished or omitted, as hereinafter provided, without in any way invalidating the unit bid prices, except as provided in Article 1.403.

1.203 Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder is required to examine carefully the site, and the proposal, plans, specifications, special provisions, and contract form, for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the special provisions, and contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

1.204 Preparation of Proposal. Bidders shall submit their proposals on blank forms furnished by the Engineer, with the full name and address and the place of business or residence of the bidder. If the bidder is co-partnership, then the signature shall be by a member of the firm, with the names and addresses of each member; and if a corporation, then by an officer of the corporation in the corporate name and with the corporate name and with the corporate seal attached thereto.

All blank spaces in the form shall be fully filled; numbers shall be stated in legible figures and writing when required; the signature shall be longhand; and the complete form shall be without interlineation, alteration or erasure.

No oral, telegraphic, telephonic, faxes, or electronically mailed proposals or modifications will be considered.

When certain alternative prices, for both increasing and decreasing the cost, are required, as called for in the proposal sheet, it must be understood that all materials and workmanship required shall be the best of their respective kinds; and in all cases, shall correspond with similar work herein specified and, if accepted, the work shall be done under the general terms of the specifications.

1.205 Statement of Bidder's Financial Conditions. Any bidder may be required by the City to submit data to satisfy the City that such bidder is prepared to fulfill the contract if it is awarded to him.

1.206 Certified Check, Cashier's Check or Bid Bond. Each bidder must submit with his proposal a certified check, cashier's check or bid bond in the amount of not less than five percent (5%) of the amount bid, drawn to the order to the City of Hastings, Nebraska, guaranteeing the execution of the contract and bond required, within ten (10) days of the notification of award. Any certified check must be issued by a U.S. Commercial Bank.

1.207 Filing of Proposal. The proposal and the supporting proposal guaranty for each project shall be filed in separate but attached envelopes, so marked as to indicate their contents. All proposals shall be filed with the City at the place designated in the notice to bidders, prior to the time advertised for the opening of bids.

1.208 Withdrawal of Proposal. A bidder will be permitted to withdraw his proposal unopened after it has been submitted, if his request for withdrawal is made in writing and delivered personally by the bidder or his authorized representative prior to the time specified for opening bids.

1.209 Public Opening of Proposals. Proposals will be publicly opened and read at the time and place stipulated in the notice to bidders.

1.210 Material Guaranty. The bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

SECTION 1-3 - AWARD OF CONTRACT

1.301 Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public.

The right is reserved to reject any and all proposals and to waive technical errors as may be deemed best for the interest of the City.

1.302 Award of Contract. In the award of contract, consideration will be given not only to the prices bid but also the mechanical and other equipment available to the bidder, the financial responsibility of the bidder, and his ability and experience in the performance of like or similar contracts.

The award of alternatives proposed will be selected not only of the price but of the quality of the products provided, availability of replacement parts, repair, connection to future or existing systems, longevity, durability, function, and all other engineering and operational consideration.

Award of contracts will be made as promptly as practical after bids have been opened and read. The City reserves the right to delay the award for such time as is needed for the consideration of the bids, and for the receipt of concurrence in recommended contract awards from other governmental agencies whose concurrence may be required.

1.303 Cancellation of Award. The City reserves the right to cancel the award of any contract at any time before the execution of the said contract by all parties without any liability against the City.

1.304 Return of Proposal Guaranty. Proposal guaranties will be returned to the unsuccessful bidders by mail promptly after the signing of the contract has been made. Return to the successful bidder will be made after the signing of the contract and filing of the contract bond.

1.305 Performance Bond (When Required). The Contractor shall furnish a performance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the contract price guaranteeing complete and faithful performance of the contract, payment of all bills of whatever nature which could become a lien against the property.

In the event that Contractor chooses to submit a bond other than the bond from contained in this package, such submission is done at the risk of the bidder. All such substituted bond forms shall contain indemnification both for performance and warranty as set out more fully in these documents.

1.306 Maintenance Bond (When Required). The Contractor shall furnish a maintenance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the contract price guaranteeing complete and faithful performance of the contract, payment of all bills of whatever nature which could become a lien against the property, and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the contract.

In the event that Contractor chooses to submit a bond other than the bond from contained in this package, such submission is done at the risk of the bidder. All such substituted bond forms shall contain indemnification both for performance and warranty as set out more fully in these documents.

1.307 Failure to Execute Contract. Failure to execute a contract and file an acceptable performance bond, as provided herein, within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the certified check, bid bond, or cashier's check to the City, not as a penalty but in liquidation of damages sustained.

SECTION 1-4 - SCOPE OF WORK

1.401 Intent of Plans and Specifications. The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that he will furnish all labor, materials if applicable, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail, and that only materials and workmanship of the best quality are to be used.

For the purpose of design and the preparation of the Engineer's estimate, the City may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to types of soil, moisture content and types and extent of rock strata.

This information, when shown on the plan, represents to the best of the City's knowledge, conditions as of the date the survey was made. The appearance of this information on the plan will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction.

The bidder may utilize this information as he sees fit. Any bidder interested in the work is authorized to make whatever additional investigation he considers advisable.

In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the City does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission.

1.402 Special Work. Any conditions not covered by these standard specifications are stated in the special provisions.

1.403 Increased or Decreased Quantities of Work. The Engineer reserves the right to alter the quantities of contract items for which there are bid prices. Such increases or decreases in quantities shall be made as he considers necessary or desirable without waiving or invalidating any of the provisions of the contract; provided, that all such alterations shall be ordered in writing and that a supplemental agreement shall be executed with the Contractor for the item or items involved, when such alterations involve an increase or decrease of more than twenty percent (20%) of the total cost of the work of any group of the contract calculated from the original proposal quantities and the contract unit prices. The Contractor shall not start on any alteration requiring a supplemental agreement until the agreement setting forth an equitable adjustment of compensation, satisfactory to both parties, shall have been executed by the Engineer and the Contractor.

1.404 Changes in Work - Change Order. The City reserves the right to order the performance of work of a class not contemplated in the proposal but which may be considered necessary to complete satisfactorily the work included in the contract. All change orders must be approved in writing prior to start of work.

- a. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty (20) percent, the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedures shall be as follows:
 1. If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor,

materials, and insurance plus fifteen (15) percent of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

- b. Each change order shall include in its final form:
 1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a conformed copy thereof.
 3. A definite statement as to the resulting change in the Contract Price and any impacts on project schedule.
 4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

1.405 Removal and Disposal of Structures and Obstructions. The Contractor for bridge and culvert work shall remove any existing structure or part of structure that in any way interferes with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for as extra work.

The Contractor shall remove any materials or structures found on the right-of-way which are not to remain in place or which have not been designated for use in the new construction. The removal and disposal of pipe culverts will not be paid for directly, but shall be considered as incidental work, and the cost of such removal and disposal shall be considered to be included in the contract price for other items. Pipe culverts shall be removed by methods that will cause a minimum of damage to the pipe culverts. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work. Whenever City of Hastings requires abandonment of old utility mains or services, the Contractor shall plug or cap all open ends.

1.406 Rights In and Use of Materials Found on the Right-of-Way. Unless stated to the contrary in the contract documents, all materials, such as stone, gravel, sand, timber, and structures or parts of structures, found on the right-of-way of the street or on land acquired for the work, are the property of the City or the City of the fee title to the land, and shall not be used or destroyed by the Contractor without special permission from the Engineer. When the Contractor is permitted to use materials found on the right-of-way, any excavations that he makes below the grade elevation shall be backfilled with other suitable materials so that the finished street will conform to the grade shown on the plans. No extra compensation will be allowed for such backfilling.

When rock excavation is encountered, any portion of rock excavation which would otherwise be deposited in waste areas and not be incorporated in the embankments may be processed and used, royalty free, by the Contractor in any other portion of the construction in which material of that quality would be acceptable. No deduction will be made from excavation quantities for rock so used.

1.407 Right-of-Way. Right-of-Way for the work will be provided without cost to the Contractor. Right-of-way will be made available to the Contractor on or before the date specified for the commencement of the work, unless a later date for the right-of-way to be made available to the Contractor is designated in the contract documents.

1.408 Railroad Crossings. Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction. No claims will be allowed for loss or damage caused by failure to complete such arrangements. The Contractor is responsible to pay for any railroad required Contractor's fees.

SECTION 1-5 - CONTROL OF WORK

1.501 Authority of Engineer. The Engineer will decide any questions that arise with reference to the intent of the contract documents and compliance therewith. He will resolve all questions relating to materials, work, progress, disputes and mutual rights between contractors, fulfillment of contract and compensation, in accordance with the provisions of these specifications.

1.502 Plans and Working Drawings. The approved plans will be supplemented by such working drawings as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given in the approved plans shall be in writing.

Working drawings for any structure shall consist of such detailed plans as may be required of the Contractor for the execution of the work. These are not included in the plans furnished by the Engineer. They shall include shop details, erection plans, masonry, and form work. The Engineer's prior approval of the shop details must be obtained before any fabrication work involving these plans is performed. Erection plans, masonry layout diagrams, and plans for cribs, cofferdams, false work, centering and framework, as well as any other working drawings not previously mentioned, may be required of the Contractor and shall be subject to the Engineer's approval.

1.503 Alteration of Plans or of Character of Work. The Engineer shall have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to complete satisfactorily the proposed construction. Such alterations shall not be considered as a waiver of any conditions of the contract or invalidate any of the provisions thereof.

1.504 Coordination of Plans, Specifications, Special Provisions and Supplemental Specifications. These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work.

1.505 Cooperation of Contractor. The Contractor will be supplied with a minimum of two sets of approved plans and contract assemblies, including special provisions, one set of which the contractor shall keep available on the work at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer and other contractors in every way possible.

The Contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, knowledgeable in

the pertinent industry codes and standards, thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives.

The superintendent shall have full authority to execute the orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

Before starting any work under this Contract, the Contractor shall file with the City a letter signed by an officer of the company (or City, or partner, as the case may be), giving the name, address, and telephone number of the superintendent who is to represent the Contractor in all matters with prosecution of the work and who is to officially receive on behalf of the Contractor, notices or directions issued by the City or its Engineer, and act upon them as required. If, during the life of the Contract, a change in superintendents is made by the Contractor, a new letter shall be filed simultaneously with the change.

1.506 Surveys. Lines and elevations shall be established by the Engineer before the work commences. City of Hastings shall perform all staking on this project. The Contractor shall make efforts to preserve all survey stakes.

All property pins, section corners, right of way monuments, permanent bench marks (brass caps), and all other survey monuments disturbed or removed by the Contractor shall be replaced by a licensed Surveyor at the expense of the Contractor. The Contractor shall take all necessary precaution to maintain in good condition all survey monuments.

The Contractor will insure the Engineer or his representative is present to verify the location of all utilities (highways, railroads, drainage, etc.) uncovered, crossed, or otherwise exposed during the completion of the project. The Contractor shall keep the Engineer or his representative abreast of activities so adequate response by the Engineer or his representative can be made without unduly delaying the construction process. A 24-hour notice may be enforced if sufficient time is not allowed by the Engineer or his representative to conduct all necessary field surveys.

See specification 2.013 for additional information.

1.507 Authority and Duties of Inspector. The City may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the contract. Such inspection may extend to any part of the work and to the preparation of manufacture of the materials to be used. The Inspector will not be permitted to modify in any way the provisions of the contract documents, nor to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being done; also, to call the Contractor's attention to any infringements of the contract documents. The Inspector will not act as foreman or perform other duties for the Contractor, not improperly interfere with the management of the work. He will not be authorized to approve or accept any portion of the work. In case of dispute between the Contractor and Inspector as to quality of materials or the manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of the suspension of work will be given to the Engineer and the Contractor.

Upon the failure of Contractor or its Subcontractors to comply with any of the requirements of this Contract (but not limited to quality or safety), the City shall have the authority to stop any portion of the work affected by such failure until such failure is remedied. If the City issues a Stop Work Order, the City shall not be liable for any costs or expenses claimed by Contractor arising out of such issuance. The construction schedule shall not be delayed or extended as a result of the City's issuance of a Stop Work Order.

1.508 Inspection of Work.

- a. The Contractor shall notify the City sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities, all at his own expense.
- b. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of the finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.
- c. Should it be considered necessary or advisable by the City any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendent's, general expenses and profit, shall be allowed the Contractor and he shall in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

1.509 Removal of Defective Work. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the plans and specifications. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the City to declare the contract in default, and to proceed to have the work completed in accordance with Article 1.808.

1.510 Final Inspection. Upon written notification by the Contractor or his authorized representative that the work is completed, the Engineer shall make a final inspection within 10 days of the completion of all work included in the contract. If the work is found not to be in accordance with the contract documents, the Engineer shall provide the Contractor with a "Punch List" of the particular defects to be remedied.

Once the Engineer and Contractor determines the work is completed a written Notice by the Engineer shall be given to the Contractor within 10 days of the completion of all work items.

1.511 Review By City. The City, its authorized representatives and agents shall at all time have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

1.512 Quality Control. The contractor shall make every effort to provide control of the workmanship of the project. This shall include but not be limited to the following construction practices.

1. Concrete surfaces of sidewalks, paving, slab on grade and other related concrete work shall be smooth and constructed to the elevations as shown on the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before work is to begin. The Contractor shall notify the Engineer 72 hours before any work is to begin which will involve concrete finishing.
2. Lines and grades of all pipes, conduits, casing, grading, etc. shall be constructed according to the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before any pipeline, conduit installation, casing installation, or grading begins.

SECTION 1-6 - CONTROL OF MATERIALS.

1.601 Source of Supply and Quality Requirements. The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed sources of materials prior to delivery. At the option of the Engineer, approval of the source or approval of materials at the source prior to delivery may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that the use of unfit materials cannot be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery is started and at any time during the process of preparation and use, the materials shall be subject to the approval of the Engineer. All materials supplied shall be new and undamaged.

1.602 Storage of Materials. The Contractor shall be responsible for the care and storage of materials delivered on the work or purchased for use thereon. Any material that has been delivered on the work and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may previously have been accepted. Stored materials shall be so located as to facilitate thorough inspection.

1.603 Unacceptable Materials. All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

1.604 Guarantee. The Contractor shall guarantee the design, equipment, materials, and workmanship furnished under this Contract to be as specified and to be free from defects during the

guarantee period. In addition, the equipment and materials furnished by the Contractor shall be guaranteed to be free from defects in design.

Except as otherwise prescribed by the terms of any special guarantees required by the contract documents, the guarantee period shall begin on the date of formal acceptance by the City.

Upon notification, the Contractor shall promptly make all adjustments, repairs, or replacements which, in the opinion of the Engineer or City, arose out of defects and became necessary during the guarantee period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

If within 10 days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, the cost of the work to be paid by the Contractor.

In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustments may be made by the City, or a third party chosen by the City, without advance notice to the Contractor and the cost of the work shall be paid by the Contractor or by the surety.

The acceptance of the installation, or any part of it, shall not act to waive this liability on the part of the Contractor.

1.605 "Or Equal" Clause. Whenever, in any section of the contract documents, plans or specifications, any article, materials, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or approval equal", if not inserted, shall be implied. The specified article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Engineer shall determine the acceptability of articles, materials or equipment proposed as equals.

1.606 Shop Drawings. The Contractor shall submit for review and approval all shop drawings as indicated in these specifications before the beginning of construction. Failure to submit shop drawings shall suspend payment of any materials delivered or installed. This includes delivery of materials in storage. These requirements will be strictly enforced.

SECTION 1-7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1.701 Laws to be Observed. The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or

decree, whether by himself or his employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

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

1.703 Fair Labor Standards. The Contractor agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract. Pursuant to the Title VI Non-Discrimination Program of the City of Hastings Contractor agrees to comply with the provisions set forth by CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are as follows:

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (*Recipient*) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive

possession of another who fails or refuses to furnish this information the contractor shall so certify to the (*Recipient*), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

1.704 Permits. The Contractor shall procure and pay for all permits, licenses and bonds necessary for the execution of his work and/or required for municipal, state and federal regulations and laws.

1.705 Restoration of Surfaces Opened by Permit. Upon the presentation of a duly authorized and satisfactory permit from the City, which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Engineer may authorize the Contractor to allow parties bearing such permits to make openings in the street. The Contractor shall make in an acceptable manner all necessary repairs due to such openings, and such necessary work ordered by the Engineer shall be paid for as provided in these specifications.

1.706 Safety, Health and Sanitation. In the performance of his contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation.

- a. The Contractor shall exercise proper precaution at all time for the protection of persons and property and shall be responsible for all damages to persons or property either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes and OSHA shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, Inc., to the extend that such provisions are not in conflict with applicable local laws. The Contractor shall comply with the latest edition of Part VI of the Manual on Uniform Traffic Control

Devices. The Contractor shall install plastic fence on open holes when directed by the Inspector. The Contractor shall wear hard hats and safety glasses at all times on the construction site.

- b. The Contractor shall maintain an accurate record all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

The obligation of the Contractor under this paragraph "c" shall not extend to the liability of the Engineer, his agents or employees arising out of 1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or 2) the giving of or failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor shall immediately correct any unsafe conditions identified by the City. In the event the Contractor fails to immediately correct such unsafe conditions, the City may either have the unsafe conditions corrected by others at the Contractor's expense, or direct that the work be stopped in the area of the unsafe condition; however, this right to stop/suspend the work shall not give rise to any duty on the part of the City to exercise this right.

The Contractor waives the right to bring claim for damages against the City or Engineer for the correction of unsafe conditions or work stoppages in connection with the Contractor's Safety, Health, and Accident Prevention Program or such program of another contractor. If such a claim against the City or Engineer is brought by a third party, the Contractor shall indemnify and defend the City or Engineer against such claim. The Contractor shall submit to City of Hastings a current copy of the company safety manual before starting work.

1.707 Claims for Labor and Materials. The Contractor shall indemnify and save harmless the City from all claims for labor and materials furnished under this contract. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, items, or corporation who have done work or furnished materials under this contract, for which the City may have become liable under the laws of the State, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

1.708 Contractor's Insurance Coverage. The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

1.708.1 Certificates of Insurance. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the City. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies which are rated "A, X" or better by Best's Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the City.

1.708.2 Additional Insureds. Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the City of Hastings and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

1.708.3 Waiver of Subrogation. The Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City their partners, directors, officers, agents, and employees.

1.708.4 Workers' Compensation and Employer's Liability Insurance. The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

1.708.5 General Liability Insurance. This insurance shall be written per project on an "occurrence" policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractor's and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is "named insured" under the liability policy. If applicable, this policy shall also be endorsed to include railroad protective with limits no less than replacement cost of the value of any real property covered under any rail agreement entered into by the City. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limits of Insurance shall be as follows:

Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$2,000,000
General Aggregate Limit	\$2,000,000

1.708.6 Contractor's Pollution Liability – (Not Applicable).

1.708.7 Riggers Liability. Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Contractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost Basis

1.708.8 Automobile Liability Insurance. This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limit of Liability	\$1,000,000 each accident
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1.708.9 Umbrella Liability Policy. This insurance shall protect the Contractor and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than \$5,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, City reserves the right to require higher limits with respect to each project.

1.708.10 Professional Liability– (Not Applicable).

1.708.11 Transportation Insurance – (Not Applicable).

1.708.12 Proof of Carriage of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this contract. The certificates shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

1.708.13 Property Insurance (Builder’s Risk) – (Not Applicable).

1.709 Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the City, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of their sub-contractors.

1.710 Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railway, telephone and power companies, or are adjacent to other property, to which damage might result, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the City on any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in the restoration of service as promptly as possible.

In no case shall interruption to water service be allowed to exist outside of working hours. Fire hydrants shall be kept accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

The Contractor must cooperate with the utility companies and schedule his work in such a manner as to protect the existing utility facilities until the facilities are abandoned or replacement facilities are completed. In instances where partial grading is necessary before a utility can install its facilities, the Contractor shall consult with the utility and plan the work so that reasonable time can be allowed the utility for completing its work.

Contractor shall exercise particular care at all times to avoid damage to any of City of Hastings' system or other facilities and equipment located at or near the scene of any part of the work, especially such facilities as may be in operation. Any costs for potholing prior to boring are considered subsidiary to the bid.

Contractor specifically acknowledges that it shall be responsible and liable to City of Hastings for all injury or damage to any such existing and operating facilities, including loss of gas or product and all repairs necessitated by any act or omission, resulting in such damages, on the part of the Contractor, his agents or employees, or any subcontractor or subcontractor's agents of employees.

Contractor shall also exercise particular care at all times to avoid damage to underground structures and lines, and specifically recognizes that it shall be held responsible for any injury or damage to unmarked or unidentified underground structures or pipelines, done by Contractor's personnel, or any subcontractor's personnel in connection with performance of the work hereunder.

Please note before beginning any excavation, the Contractor shall be responsible for contacting Diggers Hotline at 1-800-331-5666 or call 811.

1.711 No Waiver of Legal Rights. The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not, in fact, conform to the contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

1.712 Warranty of Title. No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained

by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed, or placed thereon, by him to the City free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

Nothing contained in this paragraph, however, shall defect or impair the right of persons furnishing materials or labor under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

1.713 Jurisdiction. Any action in court against the Contractor or sureties on his bond, because of damages to property or individual by said Contractor, or his workmen, or because of the violation of any provision of the specifications, or on account of the failure of the Contractor to fully comply with this provision, shall be brought in the District Court of the State of Nebraska in and for Adams County.

1.714 Care of Work.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section 1.404 hereof.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or connected with the demolition and/or site clearance of the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any

adjoining or adjacent property City, public & private utility companies, or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and from all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

SECTION 1-8 - EXECUTION AND PROGRESS

1.801 Subletting or Assigning or Contract. The Contractor will not be permitted to sublet, assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his right, title, or interest therein; or to either legally or equitably assign any of the money payable under his contract, or his claim thereto, without the written consent of his surety and the Engineer. The Contractor will not be relieved of any responsibility through any of the above actions.

- a. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- b. Nothing contained in the Contract shall create any contractual relation between any subcontractors and the City.

1.802 Execution of Work. The proposal for each project will show the project period. The progress of the work shall be at a rate sufficient to complete the project within the project period. If it appears that the rate of progress is such that the project will not be completed within the project period, or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as it considers necessary to complete the project within the period of time specified, or execute the work in a satisfactory manner.

1.803 Limitation of Operations. The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic. He shall have due regard to the location of detours and to the provisions for handling traffic. He shall not open up work to the prejudice of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional section. The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

1.804 Methods and Equipment. The methods, equipment and appliances used shall produce a satisfactory quality of work, and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other streets will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer, will accomplish the contract work in conformity with the requirements of the contract.

1.805 Temporary Suspension of Work. Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer pending settlement or

disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work shall be given by the Engineer. When the conditions causing suspension no longer exist, such written notice shall be given to the Contractor by the Engineer. Promptly after such written notice, the Contractor shall resume prosecution of the work as provided in Article 1.802.

1.806 Liquidated Damages – (Not Applicable). Time is an essential element of the project, and it is important that the work be pressed vigorously to completion.

1.807 Extension of Project Period or Contract Completion Date. An extension of the project period or contract completion date may be granted only in writing by the City for any of the following reasons:

1. Additional work resulting from a modification of the plans for the project.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's judgment would justify such extension.

No extension of project period or contract completion date will be allowed for variations between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty percent (20%) of the contract quantities unless approved by the Engineer.

1.808 Abrogation. If the Contractor abandons the work under this contract, sublets it or assigns it without the consent of the city, or if he fails to give his personal attention to it, or if it is the Engineer's opinion that he has unnecessarily or unreasonably delays or neglected the work or any part of it, written notice to that effect is to be given to the Contractor by the Engineer. After such notice, no materials or equipment shall be removed from the work. If, within five (5) days thereafter, the Contractor does not take steps which, in the judgment of the Engineer, will insure the satisfactory completion of the work, then the City may declare this contract null and void and the security forfeited and may notify the Contractor in written to discontinue the work or any part of it; thereupon ceases the Contractor's right or possession of the ground and of all materials and equipment thereon. The City then, at its option, may enter upon and take possession of the work with all material, supplies, and equipment remaining thereon and by contract or otherwise, as the City may determine, may complete the work or the part of it designated, and charge the expense thereof to the Contractor using any materials or equipment found on the site. The expense so charged, together with all damages incurred, will be deducted from any funds due to become due under this contract, and should the unexpended balance of these funds be insufficient, the excess shall be at the cost of the Contractor and the sureties on the Contractor's bond. Neither completion of a part of the work nor the extension for any reason of the time of the completion of the work is to be considered a waiver of this right to abrogate the contract for abandonment, delay or unsatisfactory work.

1.809 Termination of Contractor's Responsibility. The contract shall be considered completed when the work has been accepted in writing by the City. Such acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements set forth in his bond.

1.810 Assignment or Novation. The Contractor shall not assign or transfer, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written

consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools, or equipment.

1.811 Disputes.

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

SECTION 1-9 - MEASUREMENT AND PAYMENT

1.901 Payments and Retainage. The City, at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such materials are suitably stored on the site of the project at the time of preparing estimates for payment. Such payment is to be based upon the estimated value thereof as ascertained by the Engineer. Such material when so paid for by the City shall not be removed from the project without consent of the City and, in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

The City will retain ten percent (10%) of the total contract amount for all work completed for the first 50% of the total project costs including change orders. The City shall fix the held retainage received once the project is 50% complete unless subsequent change orders increase the value of the project. At the completion of the project a net 5% retainage shall be held.

Payment of the retainage will be made within forty (45) days after project is substantially complete, provided the Contractor submits a Letter of Credit for 125% of the uncompleted work.

The bid proposal price sheets include any and all work for each project. Any requirement shown in the drawings, but not listed separately in the proposal price sheets, are considered subsidiary to the work. This includes but is not limited to abandonments of existing utilities and any potholing required for utility locates prior to boring.

1.902 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to subcontractors for material or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.
5. Damage to another Contractor.
6. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

1.903 Acceptance, Final Payment, and Release of Liability. If final inspection reveals that all details of the work have been completed to his satisfaction, the Engineer shall tentatively accept the work, in writing, relieving the Contractor of further responsibility for the care and maintenance of the completed work and, provided that all equipment and materials have been removed from the right-of-way, shall also relieve the Contractor of further public liability. As soon as possible after tentative acceptance of the work, the Engineer shall measure the completed work and compute the quantities of work for which payment is to be made. Before final settlement is made, the City shall be satisfied with the completed work. When the Engineer is satisfied that all items of the work have been found to be consistent with the terms of the contract and specifications, a final estimate, including the retained percentage due the Contractor, shall be released for payment. Release of the final estimate shall constitute formal acceptance of the work. Acceptance by the Contractor of the final payment shall constitute release of the City and each of its officers and agents from any additional claim or liability hereunder for any act or negligence of the City or of any other person.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

1.904 Payment for Extra Work. The Contractor will receive and accept payment for work performed under this contract as follows:

- a. **Work Performed as Stipulated in the Contract.** For all items of work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract.
- b. **Extra Work.** Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for at an agreed price. For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement before such work is undertaken. This agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

SECTION 2-0 - GENERAL

2.001 General Provisions. The general conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provisions of the General Provisions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Provisions shall have no meaning to the contract and shall be disregarded.

2.002 Maintenance of Traffic. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct or close roads, driveways and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of travel will not be required when the Contractor has obtained permission from the owner or tenant or private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designed area.

2.003 Provisions for Traffic Control and/or Barricading. The Contractor shall provide barricades and/or maintain a means of traffic control applicable to work site conditions in order to protect vehicular and pedestrian traffic from work site hazards. The means of traffic control and barricade(s) type(s) shall be approved by City of Hastings.

2.007 Permits. The Contractor shall obtain any permits required by the Permits Office for this project.

2.008 Working Hours. Normal working hours will be considered to be from 8:00 a.m. to 5:00 p.m., Monday through Friday (holidays excepted: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ day Christmas Eve, and Christmas Day). Any Contractor desiring other working hours must take exception to specifications for consideration by City of Hastings. Any exception must be approved or negotiated to mutual acceptance by Contractor and City of Hastings, final acceptance will be granted in writing.

2.011 Appearance of Construction Area and Storage Site. Contractor will be required to keep the construction area in a neat and orderly fashion that would be considered reasonable in regard to work being completed.

Where sidewalks, driveways, etc., exist, Contractor shall keep them free from debris and will be swept off at the end of the construction day. Storage site will be kept in a neat and orderly manner.

Where Contractor will have a storage site for materials, equipment, etc., on property owned by City, it shall be kept in a neat and orderly manner, free from debris, accumulation of unused materials, etc. Any area used for storage, etc., shall be properly served from the public by temporary fencing if not within a fenced area.

Debris from job site must be removed same day as taken from street, yard, etc. Piling up of these materials, (i.e., concrete, brush, trees, tree limbs) will not be allowed on site.

2.012 Construction Progress Meetings. Construction progress meetings will be held at a predetermined time each week, time to be chosen at the preconstruction conference. City of Hastings will have in attendance Project Engineer and Inspector. Contractor shall have Project Superintendent and job foreman present.

2.013 Protection of Installed Work:

- A. Provide temporary protection for existing equipment and materials.
- B. The Contractor shall replace or repair any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other contractors or subcontractors, and all property.
- C. The Contractor shall protect electrical raceway, cable, lighting fixtures, and associated support systems against damage from movement of equipment and materials, welding, flame cutting, and other construction damage. Raceway and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables or lighting fixtures not shielded from such operations by concrete floors or other protective covers, the Contractor shall protect the raceways, cable, and lighting fixtures from damage by appropriate means.

2.014 Final Cleaning Up. Upon completion of the work and before acceptance and final payment, the Contractor shall clean the street, borrow pits and all ground occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, and equipment; all parts of the work shall be left in a neat and presentable condition.

2.015 Preconstruction Conference. A preconstruction conference will be held at City of Hastings offices with the contractor, owner, superintendent, and job foreman prior to construction and all other city, county, state, and other necessary agencies will be notified of this meeting also.

Contractor shall submit to City a detailed construction progress schedule prior to preconstruction meeting.

A preconstruction conference shall be arranged between the Director of Engineering and the Contractor prior to beginning construction. At this meeting the following items shall be addressed.

- a. Work by others. Coordination of work to be performed by subcontractors and other contractors performing work related to this project.
- b. Project Engineer. The project engineer will be assigned by the Director of Engineering. The Contractor shall designate a construction foreman that will be responsible for communication with the project engineer.
- c. Change orders. Procedures for implementing change orders shall be reviewed.

- d. Tests and inspection. As described within these documents the Contractor shall perform all necessary tests and inspections. Any documented results shall be submitted to the project engineer. At all times the project engineer shall be allowed to inspect the work being performed.
- e. Safety and protection. The Contractor shall be responsible for all safety and necessary protection of all persons in attendance of the project site. The project engineer and other observers shall adhere to all safety precautions deemed necessary by the Contractor.
- f. Final inspection and payment. Final inspection shall be performed by the Director of Engineering and his representatives. When all aspects of this project, as described within these documents have been met, the Contractor may submit for final payment.
- g. Site security. The contractor shall erect a construction barrier around the active areas of the project site. The barrier shall consist of a temporary fence with appropriate warning signs.
- h. Shop drawings, submittals. The required list of submittals shall be reviewed.

2.017 Operations of the Contractor. The Contractor shall confine his operations exclusively to the designated work area.

2.018 Security Fencing & Access Control. Security fencing and gates must be re-secured at the end of each shift, or at any times Contractor leaves the site.

SECTION 3-0 GENERAL DESCRIPTION AND SCOPE OF WORK

3.001 General. City of Hastings is accepting bids for the replacement of the NDS Plant Roof, located at the North Denver Station, 1228 North Denver Street in Hastings, Nebraska.

The bidder is highly encouraged to visit the site prior to submitting a bid. The Bidder shall inform himself of all conditions and factors which would affect the execution of the work. No claims for financial compensation or time extension, based on the lack of such prior information (or its effect on the cost of the work) will be permitted by the Owner. Please contact Cliff Holfield at 402-462-3559, or Tim Shuck at 402-462-3671, if you would like to set up a site visit.

The Owner is recommending that the Bidder provide plenty of time for the bid packages to arrive. There have been multiple bids recently that were not delivered on time due to the shipping companies' delays. Please ensure the bids are mailed with adequate time. They will be promptly opened at 1:30pm on the bid opening day, and late bids cannot be considered.

3.002 Project Schedule, Contractor Hours, and Site Access. The City of Hastings would like the NDS Plant roofs completed by September 30th, 2023. All three plant roof sections will be part of the contract and is preferred that they are completed at the same time. The optional NDS Garages can be completed later, possibly into 2024 if necessary. The City's intention is to include the Garages in the same contract, but final financial consideration needs to be made after evaluating the proposals.

Contractor shall include a proposed schedule with their proposal.

Access to both sites require temporary contractor key cards and coordination with maintenance and operations. Contractor can access the site from Monday through Friday, 7am until 5pm. Work starting before 7am or after 5pm will need prior Owner approvals and coordination.

3.003 Scope. The Contractor shall provide all labor, tools, and materials necessary to complete the following scope of work in the allotted time frame.

Bid Item #1 – NDS Plant Roof:

1. **NDS Plant Roof 3rd Floor**
 - a. Approximately 9250 SF
 - b. Roof deck is composed of concrete panels and concrete slabs, see drawings B-31 & B-34
 - c. Elevation is 30FT above grade
2. **NDS Plant Roof 4th Floor**
 - a. Approximately 3325 SF
 - b. Roof deck is composed of concrete slabs, see drawings 43AR5, 43AR6, 43AR8, 43AR9, 5, 6, and 9
 - c. Elevation is 54FT above grade
3. **NDS Plant Roof 5th Floor**
 - a. Approximately 2900 SF
 - b. Roof deck is composed of concrete slabs, see drawings 43AR5, 43AR6, 43AR8, 43AR9, 5, 6, and 9
 - c. Elevation is 59 FT above grade

4. Roof System General Notes

- a. Contractor to provide a FM Approved Roof Assembly. The plant roofs are covered by FM Global insurance.
- b. Contractor to confirm system meets all local building code requirements
- c. All the parapet walls are below 3 FT in height. Most are 28 inches but vary up to 34 inches.
- d. Internal Fire Rating is Non-Combustible
- e. Exterior Fire Rating shall be Class A
- f. The FM Approved roof construction shall be rated for a Very Severe Hail level of resistance
- g. Wind Speed rating shall be for 90mph
- h. Surface Roughness location exposure shall be classified as B
- i. The Building Enclosure Classification shall be treated as Partially Enclosed
- j. Wind Uplift Rating shall be 1-90 PSF in Zone 1 (field) & Zone 1' (interior). Zone 2 (perimeter) and Zone 3 (corner) shall have prescriptive enhancements if required as detailed in FM Global Loss Prevention Data Sheets 1-28 and 1-29 to obtain a minimum of 1-105 PSF in Zone 2 and 1-135 PSF in Zone 3.
- k. All existing roofs currently have a sprayed foam with an elastomeric overcoating. Due to the age and various contracts spanning multiple decades, there is a possibility for sprayed foam and elastomeric overcoat over an older EPDM membrane system.
- l. This project will be a complete tear off and re-roof.
- m. Dispose of all existing roofing material appropriately.
- n. Remove any roof penetrations no longer in use and repair structural deck void accordingly.
- o. Install roof insulation with an R-value 30 or higher in accordance with the Nebraska Energy Code
- p. Reflash all vents, stacks, drains, roof curbs, perimeter parapet walls, etc.
- q. Fabricate and install new perimeter sheet metal stop/cap flashing.
- r. Upon completion of the installation, an inspection shall be conducted by a technical representative.
- s. Warranty to be 20-year on materials and labor.

Bid Item #1A – Optional NDS Garages:

5. NDS Garage South Section:
 - a. Approximately 1650 SF
 - b. Roof Deck is metal with unknown (if any) top layering
 - c. No drawings exist
6. NDS Garage Middle Section:
 - a. Approximately 1475 SF
 - b. Roof Deck is 1" fire treated plywood
 - c. See drawing PL-9B
7. NDS Garage North Section:
 - a. Approximately 2250 SF

- b. Roof Deck is metal with unknown (if any) top layering
- c. No Drawings Exist

8. Garage Roof System General Notes:

- a. All three sections are currently covered in a 30mil EPDM system
- b. This building is not covered by FM Global
- c. Contractor to confirm system meets all local building code requirements
- d. All the parapet walls are approximately 12 inches in height.
- e. Roof construction shall be rated for a Very Severe Hail level of resistance
- f. Wind Speed rating shall be for 90mph
- g. This project will be a complete tear off and re-roof.
- h. Dispose of removed roofing materials appropriately, where applicable.
- i. Remove any roof penetrations no longer in use and repair structural deck void accordingly.
- j. Install roof insulation with an R-value 30 or higher in accordance with the Nebraska Energy Code
- k. Install one layer of 60mil black EPDM membrane or equivalent, mechanically attached or adhered as recommended by Contractor and manufacturer
- l. Reflash all vents, stacks, drains, roof curbs, perimeter parapet walls, etc.
- m. Fabricate and install new 24-gauge perimeter sheet metal gravel stop/cap flashing.
- n. Upon completion of the installation, an inspection shall be conducted by a technical representative.
- o. Warranty to be 20-years on materials and labor.

3.004 Submittal Information. Contractor to supply the following submittal documentation prior to construction:

- Proposed Warranty Documentation
- Shop Drawings
- Proposed System Data Sheets
- Proposed Construction Schedule

APPENDIX A

PROJECT INFORMATION

FOR

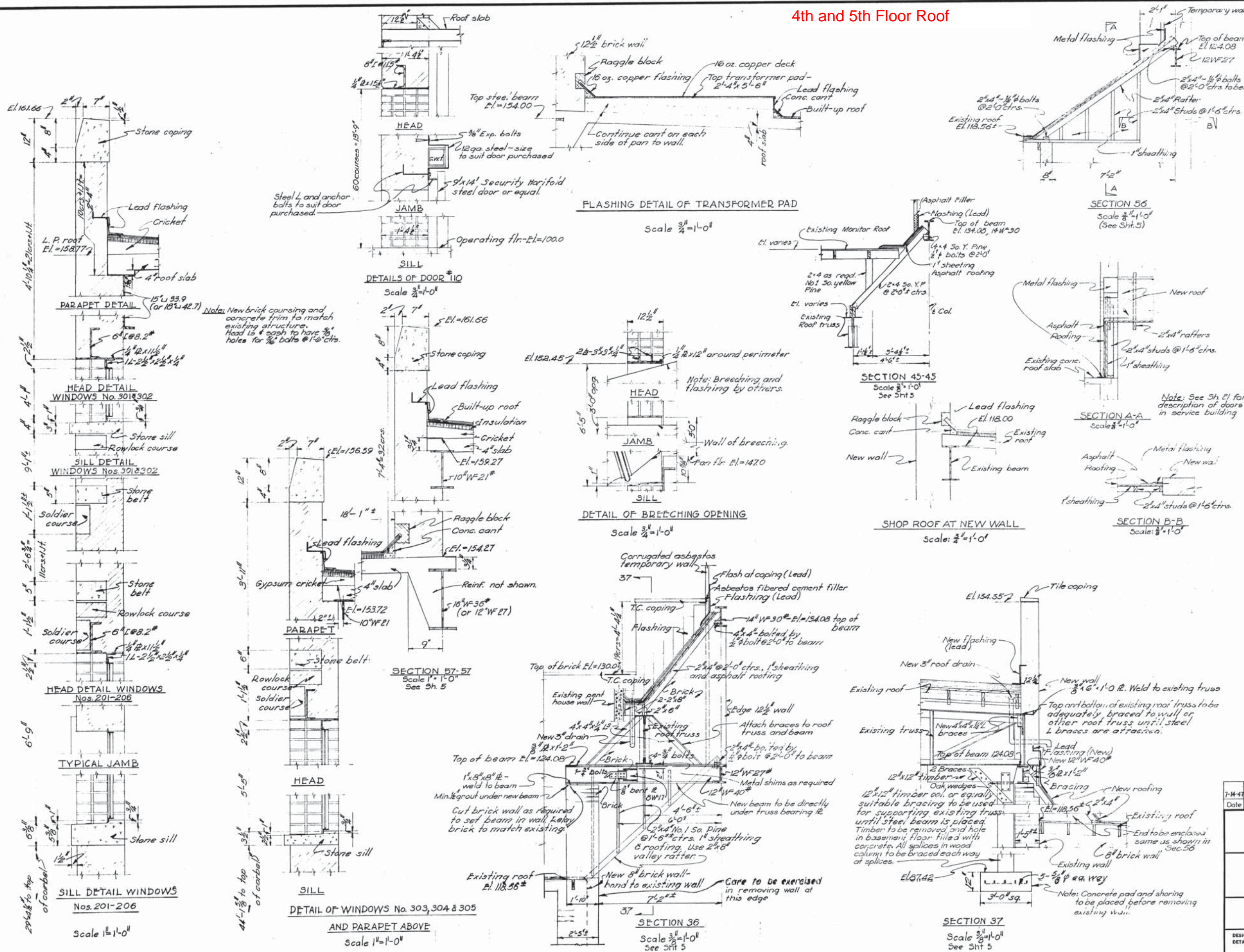
CONTRACT NO. HU 2023-28

NDS PLANT ROOF REPLACEMENTS

1228 NORTH DENVER AVENUE, HASTINGS, NE

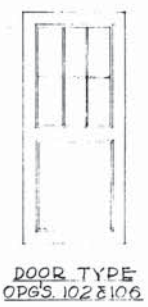
CITY OF HASTINGS

4th and 5th Floor Roof



LINTEL SCHEDULE		
OPENING No.	DESCRIPTION	TYPE
101	8" @ 11.5" x 9'-6"	I
102 & 106	3'-0" x 7'-0" x 1'-0"	II
103 & 104	6" @ 11.5" x 9'-6"	I
108	8" @ 17" x 10'-4"	I
109	8" @ 17" x 11'-4"	I
110	8" @ 11.5" x 10'-4"	I
111	12" @ 20.7" x 5'-4"	II
201, 203, 204, 205 & 206	8" @ 11.5" x 9'-1"	I
202	6" @ 8.2" x 5'-1"	I
301, 302, 303, 304, & 305	8" @ 11.5" x 9'-1"	I

DOOR SCHEDULE			
MARK	SIZE	DESCRIPTION	REMARKS
102 & 106	3'-0" x 7'-0" x 1'-0"	Iron steel	Metal threshold
105	Relocated from existing boiler room wall	"	"
109	10'-0" x 11'-0"	Kirringbird steel door	Door furnished by others. Erected this contract
110	9'-0" x 14'-0"	Horizontal folding door	Jack knife
111	4'-0" x 7'-0"	Automatic closing fire door	Tin clad



7-M-47
Date

Changed brick Sec 37-37
Changed beam aim added beam Sec 36-36
Revision

KFE
By Chkd

**HASTINGS, NEBRASKA
POWER PLANT IMPROVEMENTS**

**BOILER ROOM
ARCHITECTURAL DETAILS**

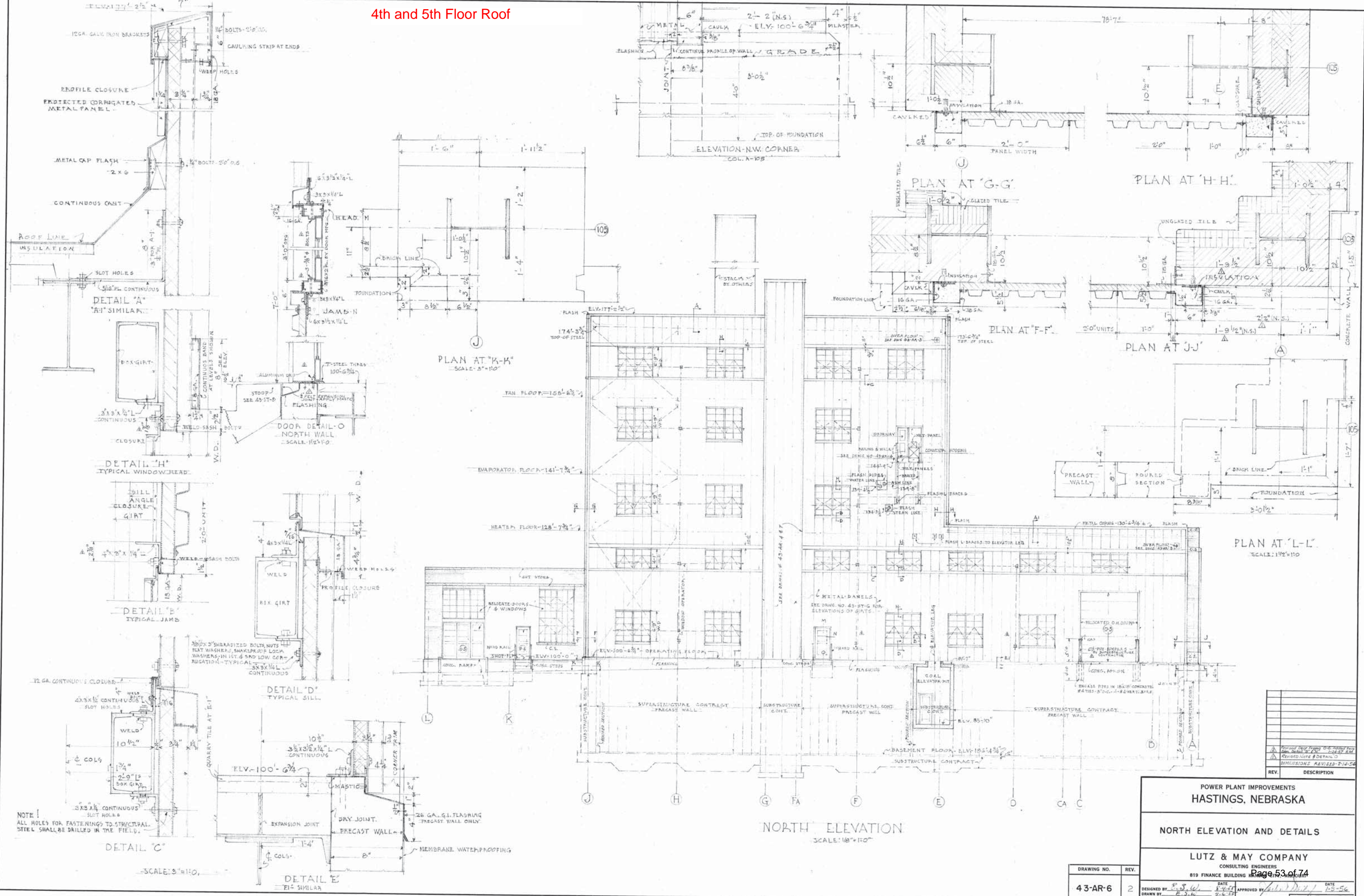
**BLACK & VEATCH
CONSULTING ENGINEERS, KANSAS CITY, MO.**

DESIGNED K.F.E.
CHECKED J.T. JAW.
DATE 5-1-47

APPROVED
DATE 5-1-47

SHEET
9 OF 24

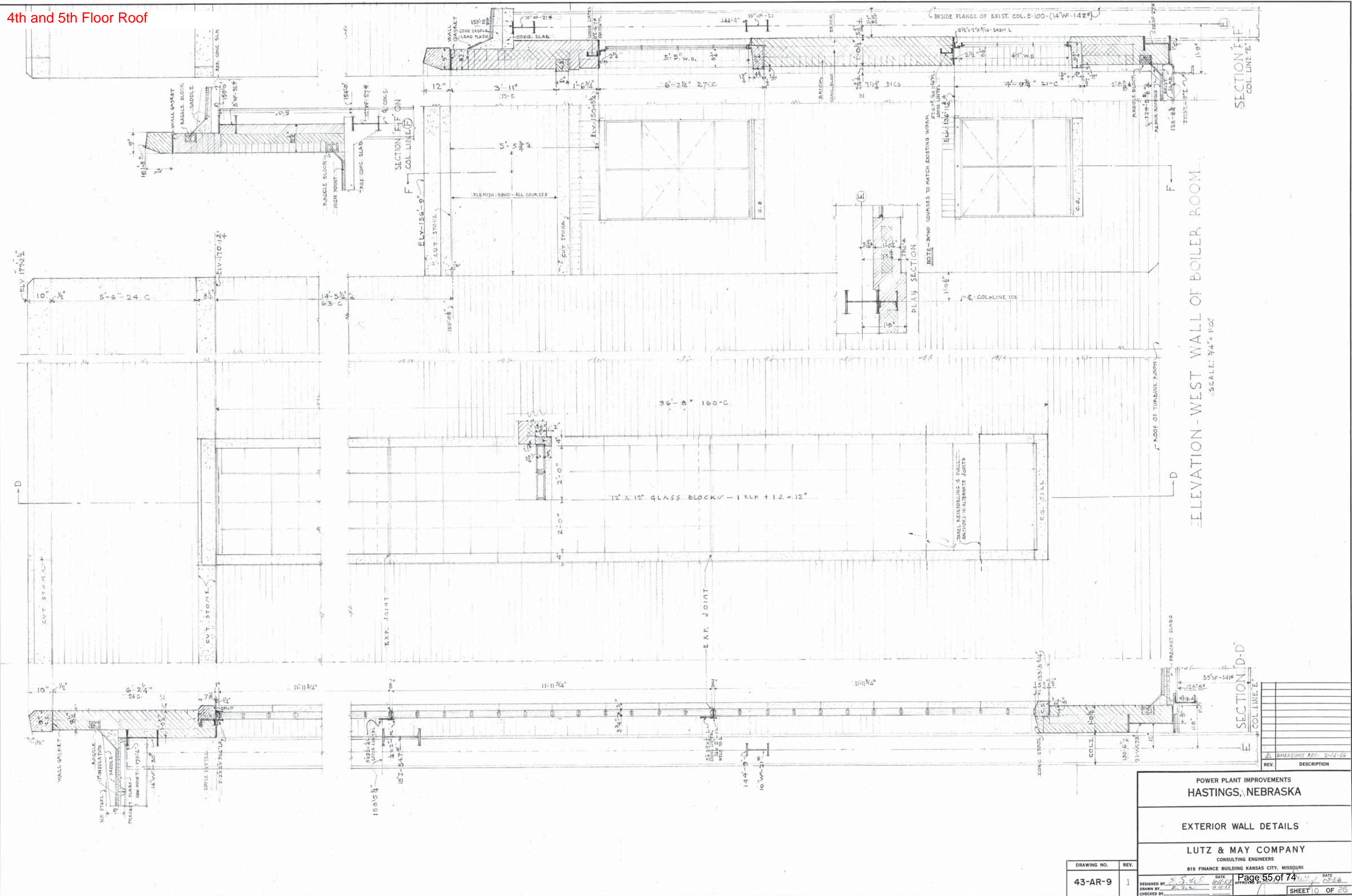
4th and 5th Floor Roof



NOTE!
ALL HOLES FOR FASTENINGS TO STRUCTURAL STEEL SHALL BE DRILLED IN THE FIELD.

POWER PLANT IMPROVEMENTS HASTINGS, NEBRASKA	
NORTH ELEVATION AND DETAILS	
LUTZ & MAY COMPANY CONSULTING ENGINEERS 819 FINANCE BUILDING	
DRAWING NO. 43-AR-6	REV. 2
DESIGNED BY E. J. ...	CHECKED BY ...
DATE 3-2-56	DATE 1-3-56
SHEET 7 OF 26	

REV.	DESCRIPTION



ELEVATION - WEST WALL OF BOILER ROOM

SCALE: 3/4" = 1'-0"

SECTION D-D
COL LINE E

SECTION F-F
COL LINE F

REV.	DESCRIPTION

POWER PLANT IMPROVEMENTS
HASTINGS, NEBRASKA

EXTERIOR WALL DETAILS

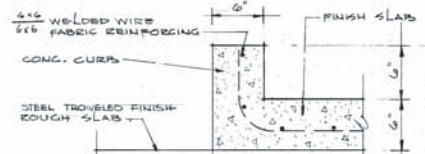
LUTZ & MAY COMPANY
CONSULTING ENGINEERS
819 FINANCE BUILDING KANSAS CITY, MISSOURI

DRAWING NO.	REV.
43-AR-9	1

DESIGNED BY	DATE	APPROVED BY	DATE
E.S.	10/1/54	[Signature]	1-3-56
DRAWN BY			
CHECKED BY			

FOR ALL COLS. @ THE TURBINE ROOM BASEMENT FLOOR EXCEPT AS NOTED BELOW PROVIDE SLOPPED FINISH FLOOR

AT COL. 100-B & AT THE COL. 91-C WEST PROVIDE SLOPPED CONC. ON ROUGH SLAB AS SHOWN

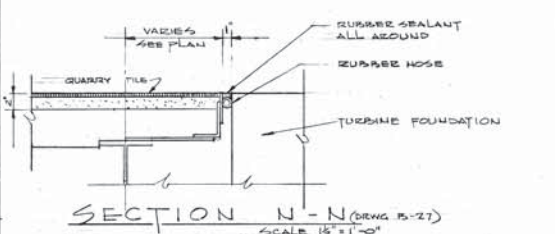


SECTION C-C (DEWG. B-26) SCALE 1/2"=1'-0"

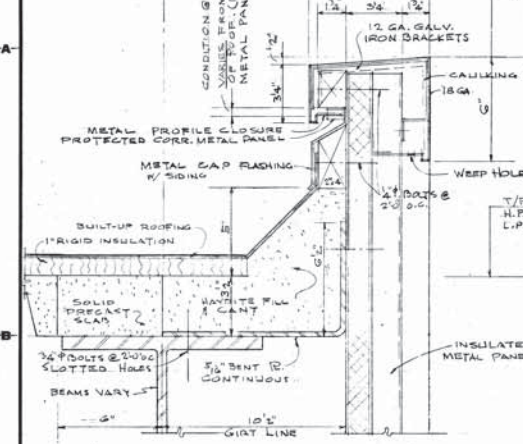
FOR DIMENSIONS & NOTES FOR METAL COPING - SEE DETAIL TO THE LEFT

NOTES
FOR ARCHITECTURAL NOTES SEE DWG. B-14
ALL FLASHING AT SIDING SHALL BE FURNISHED W/ SIDING

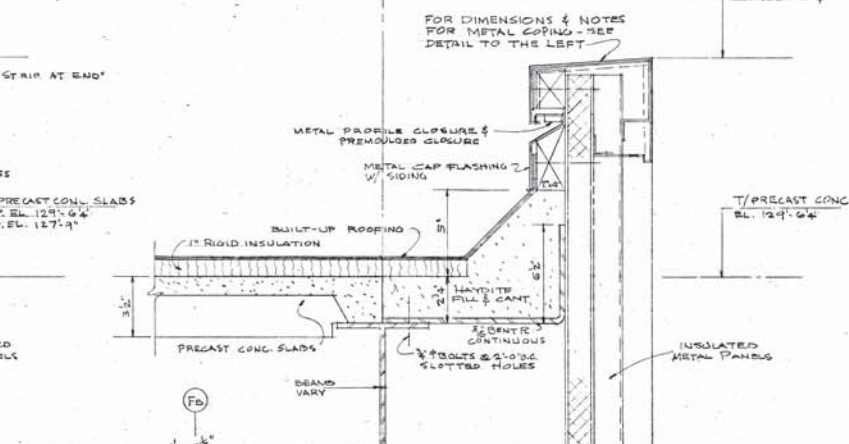
REFERENCE DRAWINGS
B-14 EAST, WEST & SOUTH ELEVATIONS
B-15 NORTH ELEVATION
B-16 BASEMENT PLAN TURBINE ROOM
B-17 MAIN FLOOR PLAN
B-18 FLOOR PLAN BASE. III-12, 11-12, 11-13 & 11-14
B-19 WINDOW SCHEDULE
B-20 ROOF PLAN



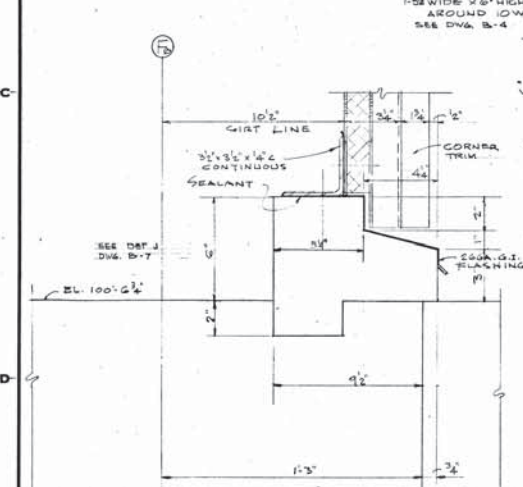
SECTION N-N (DEWG. B-27) SCALE 1/2"=1'-0"



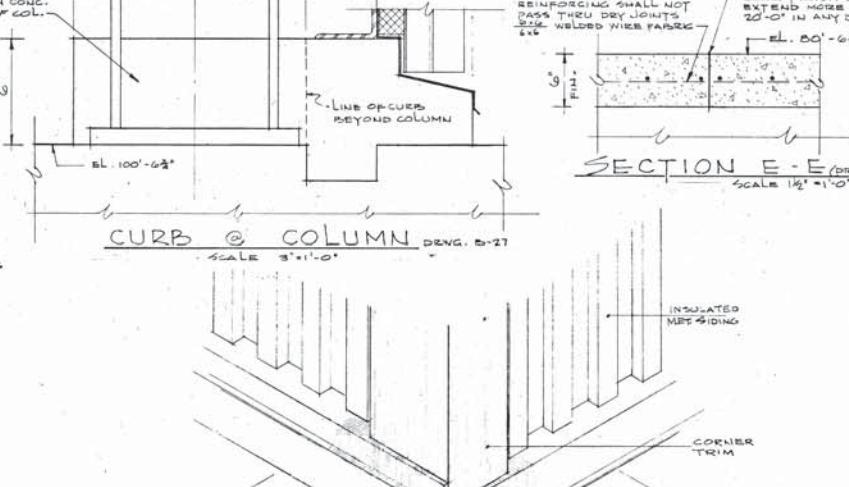
PARAPET (DEWG. B-26) SCALE 3/4"=1'-0"



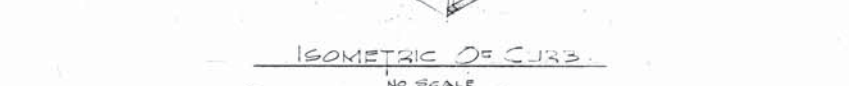
PARAPET (DEWG. B-26) SCALE 3/4"=1'-0"



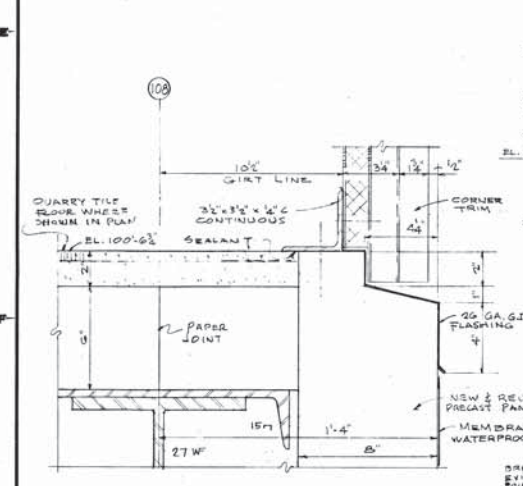
CURB (DEWG. B-27) SCALE 3/4"=1'-0"



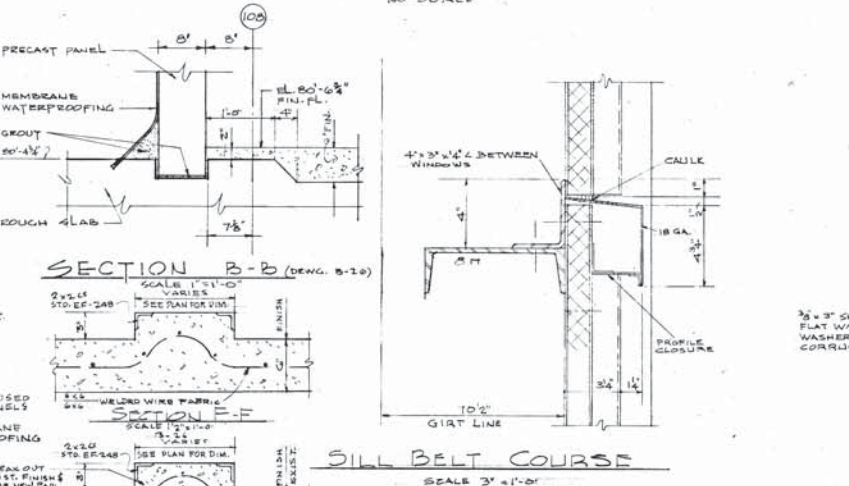
CURB @ COLUMN (DEWG. B-27) SCALE 3/4"=1'-0"



ISOMETRIC OF CURB (NO SCALE)



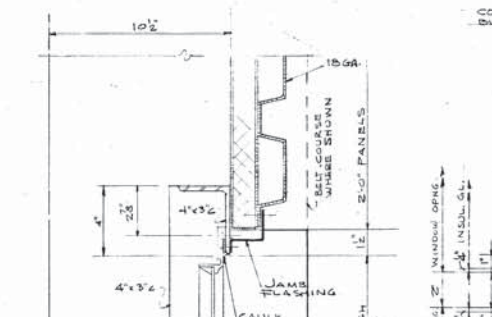
CURB (DEWG. B-27) SCALE 3/4"=1'-0"



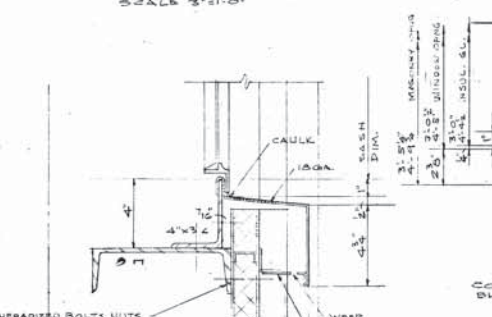
SECTION B-B (DEWG. B-26) SCALE 1/2"=1'-0"



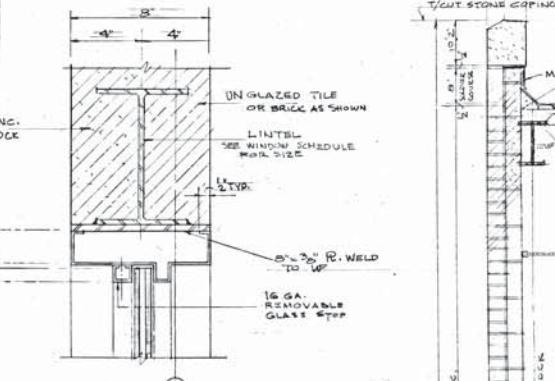
WINDOW HEAD (DEWG. B-32) SCALE 3/4"=1'-0"



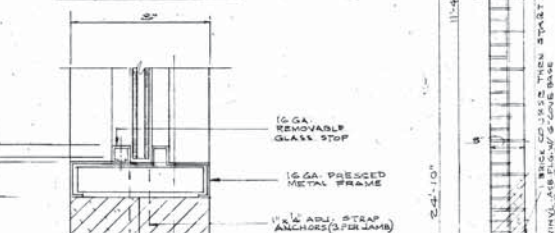
WINDOW JAMB (DEWG. B-32) SCALE 3/4"=1'-0"



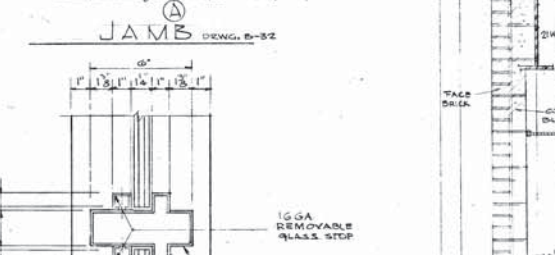
WINDOW SILL (DEWG. B-32) SCALE 3/4"=1'-0"



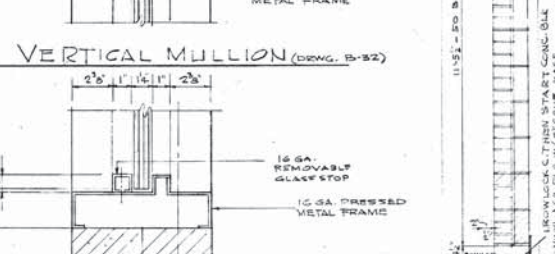
HEAD (DEWG. B-32)



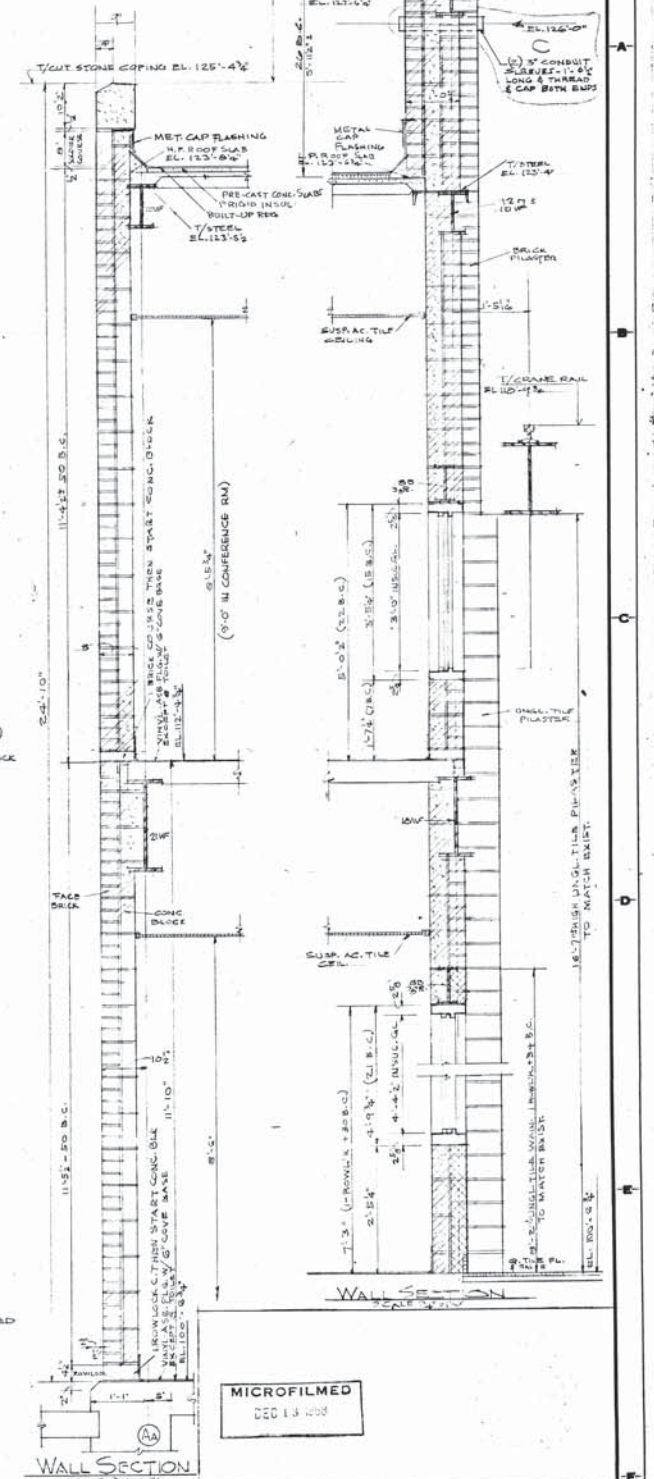
JAMBS (DEWG. B-32)



VERTICAL MULLION (DEWG. B-32)



SILL (DEWG. B-32) SCALE 3/4"=1'-0"

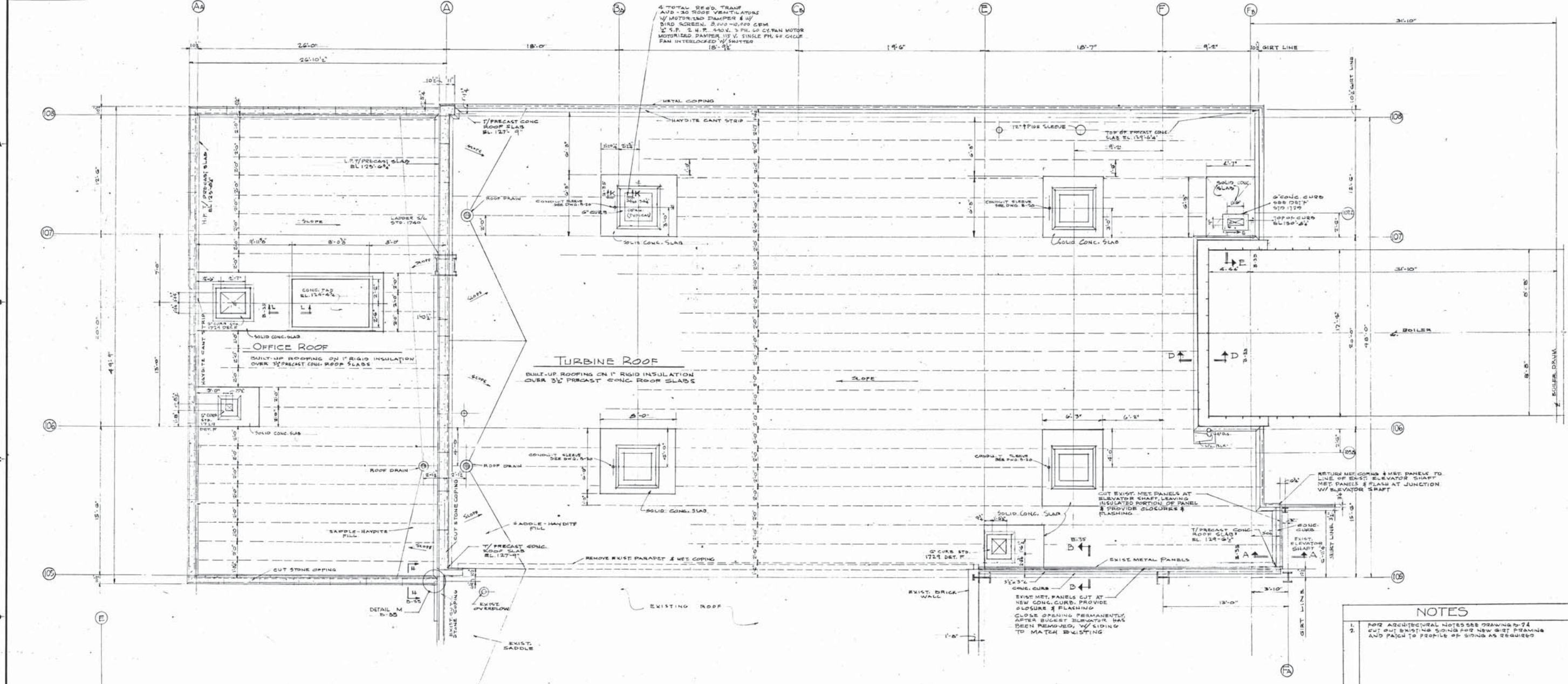


WALL SECTION (AA)

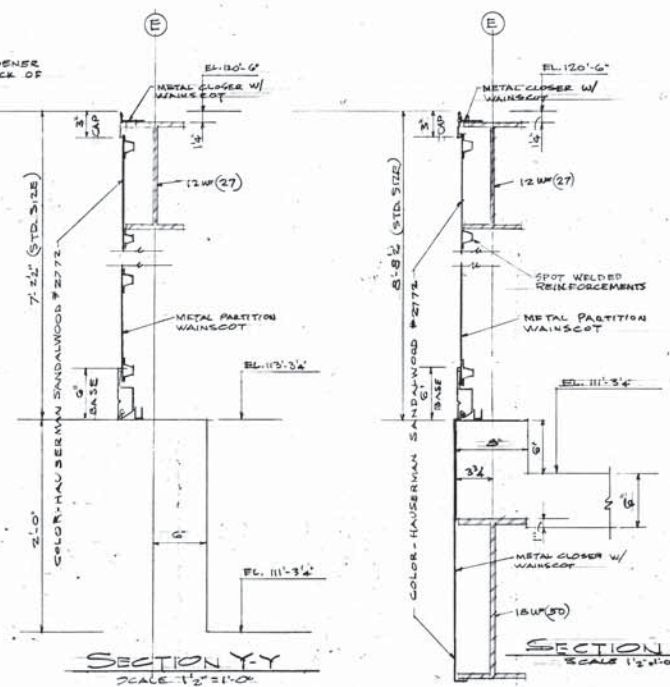
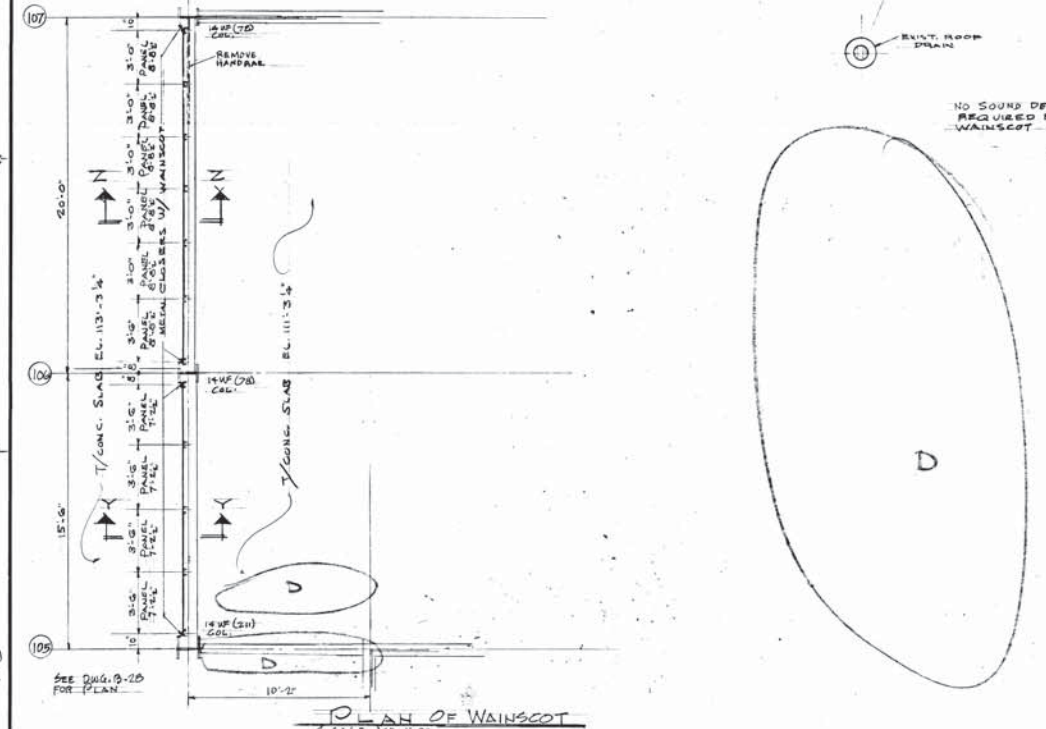
MICROFILMED
DEC 13 1966

WALL SECTIONS
AND DETAILS UNIT 5
HASTINGS MUNICIPAL POWER PLANT
BOARD OF PUBLIC WORKS
CITY OF HASTINGS, NEBRASKA

SCALE AS NOTED
DRAWN J. GREENWALD 6-1-66
CHECKED J. GREENWALD 8-1-66
ENGINEER M. J. SARGENT 8-2-66
APPROVED M. J. SARGENT 8-2-66
JOB NO. 5596 JOB NO. 5596 JOB NO. 5596
SARGENT & LUNDY
ENGINEERS
CHICAGO 3, ILLINOIS
Page 56 of 74
B-31



ROOF PLAN H.P. ELEVS 123-84 & 129-64



- NOTES**
- FOR ARCHITECTURAL NOTES SEE DRAWING B-74
 - CUT OUT EXISTING S.O.M.S. FOR NEW SIRT FRAMING AND PATCH TO PROFILE OF SINGS AS REQUIRED

- REFERENCE DRAWINGS**
- B-25 TURBINE ROOM ROOF DRIVING PLAN
 - B-31 WALL SECTIONS AND DETAILS
 - B-35 EXPANSION JOINT & ROOF DETAIL

MICROFILMED
DEC 13 1970

REV.	DATE	BY	DESCRIPTION
A	7-14-66	L.J.G.	REVISIONS
B	8-7-66	L.J.G.	REVISIONS
C	10-19-66	L.J.G.	REVISIONS
D	7-11-68	L.J.G.	REVISIONS

**ROOF PLAN
UNIT 5
HASTINGS MUNICIPAL POWER PLANT
BOARD OF PUBLIC WORKS
CITY OF HASTINGS, NEBRASKA**

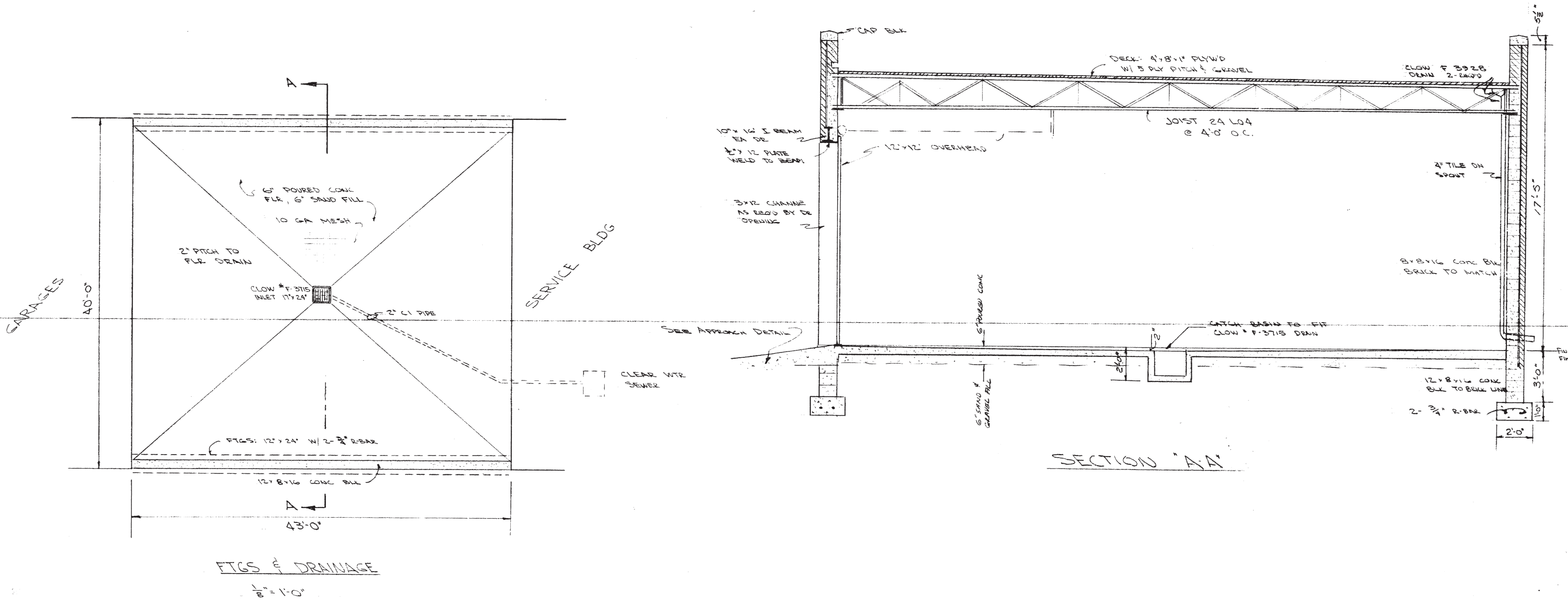
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DRAWN: L.J. GREENWALD 5-3-66
CHECKED: L.J. GREENWALD 5-31-66
ENGINEER: M. J. LUNDY 5-31-66
APPROVED: *[Signature]* 7-5-66

SARGENT & LUNDY
ENGINEERS
CHICAGO 3, ILLINOIS
DRAWING NO. B-34

JOB NO. JOB NO. JOB NO.
3356

3rd Floor Roof



PL-9B















5th Floor Roof Looking West











North Garage Roof Looking North







