

**CONTRACT AND SPECIFICATIONS**  
**INSTALLATION OF UNDERGROUND DUCTS FOR**  
**HASTINGS SOUTHEAST PROJECT 6-4 (1022) C.N. 41086**  
**“G AND J STREETS”**  
**FOR**  
**CITY OF HASTINGS**  
**HASTINGS, NEBRASKA**  
**Contract No. HU 2025-119**

**Sealed Proposals Will Be Opened Promptly At**  
**1:30 PM, Wednesday, October 15, 2025**

**Bid Submitted By:** \_\_\_\_\_



***THIS BID DOCUMENT MUST BE SUBMITTED WITH BID***

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FOR  
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HASTINGS, NEBRASKA  
Contract No. HU 2025-119**

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## ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for: **Installation of Underground Ducts for Hastings Southeast Project 6-4 (1022) C.N. 41086 “G and J Streets” HU 2025-119** until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Wednesday, October 15, 2025, at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Installation of underground ducts for Hastings Southeast Project 6-4 (1022) C.N. 41086 “G and J Streets” for City of Hastings.** 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 City of Hastings Offices, 1228 N Denver 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](http://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No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.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 and Payment 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 and Payment Bond.

DATED AT HASTINGS, NEBRASKA, this 23rd day of September 2025.

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Tyler Ficken, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication:  
September 25, 2025  
October 2, 2025

## INSTRUCTIONS TO BIDDERS

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, if any, shall be signed and attached. 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:

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

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.

# IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

CONTRACT NO: HU 2025-119  
INSTALLATION OF UNDERGROUND DUCTS FOR  
HASTINGS SOUTHEAST PROJECT 6-4 (1022)  
C.N. 41086 “G AND J STREETS”

## PLEASE CONTACT ANY OF THE FOLLOWING:

### PROJECT QUESTIONS

Tyler Waite  
Coordinating Engineer  
City of Hastings  
1228 N. Denver Avenue  
PO Box 289 (68902)  
Hastings, NE 68901

Ph# 402-462-3654  
Cell# 402-831-1393  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)

Jeff Campbell  
Electric Department Superintendent  
Ph# 402-462-3633  
Cell# 402-831-1377  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)

Lee Vrooman, P.E.  
Director of Engineering  
City of Hastings  
1228 N. Denver Avenue  
PO Box 289 (68902)  
Hastings, NE 68901

Ph# 402-462-3657  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)

### GENERAL QUESTIONS OR REQUESTS

Rena Griess  
Administrative Assistant – Engineering Dept, City of Hastings  
Ph# 402-462-3665  
Fax# 402-462-3666  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)



**IMPORTANT SUBMITTAL INSTRUCTIONS**  
**ON HOW TO SUBMIT YOUR BID**  
**FOR**  
**CITY OF HASTINGS**  
**INSTALLATION OF UNDERGROUND DUCTS FOR**  
**HASTINGS SOUTHEAST PROJECT 6-4 (1022)**  
**C.N. 41086 “G AND J STREETS”**  
**Contract No. HU 2025-119**

Your bid **MUST** be returned by means of hand delivery, USPS, Fed-X, UPS, or other carrier. City of Hastings **DOES NOT ACCEPT** bids that are faxed or emailed.

ALL the following documents are **REQUIRED TO BE SUBMITTED** in your bid packet, whether you received your bid invitation electronically, on a CD, DVD, or a **HARD COPY** by means of hand delivery or the mail carrier service.

1. **Cover sheet with your company’s name filled in**
2. **ALL addendums received – must be acknowledged and signed**
3. **Bid Bond**
4. **If Exceptions, Instructions to Bidders with any exceptions listed**
5. **Proposal Page(s)**
6. **Unit Price Page(s)**
7. **Proposal Data Page(s)**
8. **Sub Contractor Designation Sheet**
9. **Contractor Furnished Personnel and Equipment Sheet**

**FAILURE TO RETURN REQUIRED BID DOCUMENTS**  
**COULD SUBJECT YOUR BID PROPOSAL TO BE REJECTED**

# IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

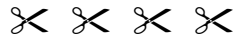
Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

To hand deliver please drop off between the hours of 8am – noon and 1pm – 5pm Monday-Friday.

Your Return Address

City of Hastings  
Attn: Renae Griess  
1228 N Denver Ave  
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: Renae Griess, Administrative Assistant**

**Contract No: HU 2025-118**

**Installation of Underground Ducts for Hastings Southeast Project 6-4  
(1022) C.N. 41086 “G and J Streets”**

**For City of Hastings**

**Bid Opens: Wednesday, October 15, 2025 @ 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 of Hastings prior to 1:30 pm deadline.

**PROPOSAL FOR  
INSTALLATION OF UNDERGROUND DUCTS FOR HASTINGS SOUTHEAST PROJECT 6-4  
(1022) C.N. 41086 “G AND J STREETS”**

**Contract No. HU 2025-119**

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

**Bid Opening: October 15, 2025 (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 **install all materials and tasks required to complete said project area(s) for the total costs;** including all necessary state and local sales taxes, and any other required taxes.

Furnish all labor, equipment, tools, taxes, supervision and associated items to completely perform the installation of underground ducts for Hastings Southeast Project 6-4 (1022) C.N. 41086 “G and J Streets” in accordance with plans, specifications, and contract documents.

Item	Quantity	Description	Total Cost
1	LS	Furnish all labor, equipment and tools, taxes, supervision and associated items to completely perform the installation of underground ducts in accordance with plans, specifications and contract documents	
GRAND TOTAL*			\$
Total in Words			

**\*GRAND PRICE. This is the total sum of Unit Prices in the following Proposal Data Sheets and Mobilization combined for total cost. It is understood that the Grand Total can be adjusted using the Unit Prices for additions or deletions.**

The labor portion is not subject to sales tax; however, the material portion is taxed accordingly. 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](http://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.)**

**PROPOSAL FOR  
INSTALLATION OF UNDERGROUND DUCTS FOR HASTINGS SOUTHEAST PROJECT 6-4  
(1022) C.N. 41086 “G AND J STREETS”**

**Contract No. HU 2025-119**

- 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)**

Activity	Schedule
Contract award date	October 2025
Material will be available from the City	As needed
Pre-Construction Meeting followed by notice to proceed	TBD
Completion date	December 12, 2025

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.

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.

**PROPOSAL FOR  
INSTALLATION OF UNDERGROUND DUCTS FOR HASTINGS SOUTHEAST PROJECT 6-4  
(1022) C.N. 41086 "G AND J STREETS"**

**Contract No. HU 2025-119**

***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 THE CITY OF HASTINGS**  
**PRIOR TO 1:30 PM DEADLINE**

**PROPOSAL DATA  
FOR  
INSTALLATION OF UNDERGROUND DUCTS FOR  
HASTINGS SOUTHEAST PROJECT 6-4 (1022) C.N. 41086 “G AND J STREETS”**

**Contract No. HU 2025-119**

GENERAL.

Unless otherwise stated in the Proposal, it will be assumed that the bidder's intention is to meet all specifications and job requirements.

EQUIPMENT DATA.

The information required on the following pages is to assist the Engineer in evaluating the Proposal and in making an accurate estimate of the work required to install and erect the equipment and materials. Unit prices will also be used to adjust total price to reflect additions to the project or deletions from the project.

The data listed herein is stated for definitive purposes and for the convenience of the Owner.

The data listed herein shall not relieve the Contractor of his responsibility for meeting the requirements of detailed specifications.

**Owner Furnished Materials-UGD Hastings Southeast Project 6-4 (1022) C.N.  
41086 “G and J Streets”**

**SHEET PRICES.** It is understood that the quantities of materials to be installed may change before completion of the work. **The following unit prices will be used to adjust the total cost price for authorized additions to or deductions from the estimated quantities indicated on the drawings and in these specifications.** Except as specifically stated otherwise, each unit price shall include all labor, truck and equipment costs to acquire materials (from the Hastings Utilities Warehouse OR Whelan Energy Center) haul materials to or from the jobsite, and install or remove the ducts **complete**, including compaction of soil, whether explicitly implied or not. Estimated quantities are to be used to establish bid proposal price. **Payment to be made on actual quantities using these unit prices to the satisfaction of both the Contractor and City of Hastings.**

**General Note:** Allo, Spectrum, and Windstream may be installed along with City of Hastings ducts. **The number and size of ducts is shown on drawings with each line segment. Combine Line Segment, Allo, Spectrum and Windstream ducts into Group Bores wherever it makes sense and satisfies the need for duct placement.** Estimated materials are shown on each sheet. Some open trench will be necessary; boring is the preferred method of installation.

**E-UD-673 Sheet 2.1**

Item	Description	Unit Price		Item Total
Line Segment 1	290' of 6" Duct	\$	FT	\$
Line Segment 2	290' of 2" Duct (orange)	\$	FT	\$
Line Segment 3	75' of 6" Duct	\$	FT	\$
Line Segment 4	75' of 2" Duct (orange)	\$	FT	\$
Line Segment 5	150' of 6" Duct	\$	FT	\$
Line Segment 6	150' of 2" Duct (orange)	\$	FT	\$
Pole Riser 1	1 EA	\$	EA	\$
Pole Riser 2	1 EA	\$	EA	\$
Switch Base 1	1 EA	\$	EA	\$
<b>TOTAL SHEET 2.1</b>				<b>\$</b>

**E-UD-673 Sheet 3.1**

Item	Description	Unit Price		Item Total
Line Segment 7	360' of 4" Duct Sch 40 Duct	\$	FT	\$
Line Segment 8	40' of 4" Duct	\$	FT	\$
Line Segment 9	40' of 4" Duct	\$	FT	\$

Line Segment 10	40' of 4" Duct	\$	FT	\$
Pole Riser 3	1 EA	\$	EA	\$
Transformer 1	1 EA	\$	EA	\$
<b>TOTAL SHEET 3.1</b>				\$

**E-UD-673 Sheet 4.1**

Item	Description	Unit Price		Item Total
Line Segment 11	160' of 6" Duct	\$	FT	\$
Line Segment 12	50' of 6" Duct	\$	FT	\$
Line Segment 13	210' of 2" Duct	\$	FT	\$
Pole Riser 4	1 EA	\$	EA	\$
Pole Riser 5	1 EA	\$	EA	\$
Junction 1	1 EA	\$	EA	\$
<b>TOTAL SHEET 4.1</b>				\$

**Hastings Southeast Project 6-4 (1022) C.N. 41086 "G and J Streets"**

**Total Construction**

<b>Total all Sheet</b>	\$
<b>Mobilization (if needed):</b>	\$
<b>TOTAL COST:</b>	\$

***THIS BID DOCUMENT MUST BE SUBMITTED WITH BID***

# SUB CONTRACTOR DESIGNATION SHEET

Contractor to name subcontractors and designate work entailed to them.

<u>Subcontractor</u>	<u>Work Description</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

# CONTRACTOR FURNISHED PERSONNEL AND EQUIPMENT

Contractor to list the personnel and equipment that will be on job site.

Note: Digger truck operators are to be certified according to the latest OSHA requirements.

## PERSONNEL

Description

Quantity

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## EQUIPMENT

Description

Quantity

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# AGREEMENT

**THIS AGREEMENT**, made and entered into this     day of, 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 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 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 equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **Installation of underground ducts for Hastings Southeast Project 6-4 (1022) C.N. 41086 "G and J Streets" HU 2025-119**

All 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.

**AGREEMENT**

**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, tools and equipment to install underground  
ducts for the Hastings Southeast Project 6-4 (1022) C.N. 41086 "G and J Streets" 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.

**PERFORMANCE BOND**

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
	_____	Surety

ATTEST: \_\_\_\_\_

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 "Instruction to Bidders" 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

## GENERAL CONDITIONS

### SECTION 1-1 - DEFINITION 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 Bidder.** Any individual, firm, or corporation formally submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**1.104 Calendar Day.** Every day shown on the calendar, except weekends and holidays included: 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.

**1.105 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.

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

**1.107 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.

**1.108 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.

**1.109 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.

## SECTION 1- GENERAL CONDITIONS

**1.110 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.

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

**1.112 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.

**1.113 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.

**1.114 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.

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

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

**1.117 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.

**1.118 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.

**1.119 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.

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

**1.121 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.

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

**1.123 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.

## SECTION 1- GENERAL CONDITIONS

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

**1.125 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.

**1.126 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.

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

**1.128 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.

**1.129 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.

**1.130 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.

**1.131 Working Day.** Any day, except Saturdays, Sundays, and City of Hastings holidays. Working days for a project area shall be counted consecutively from project starting date.

**1.132 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.

**1.133 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.

### **1.134 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

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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

## SECTION 1- GENERAL CONDITIONS

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.

## SECTION 1- GENERAL CONDITIONS

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 Maintenance Bond.** 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 completed construction project for a specified time period of three (3) years against defects and faults in materials, workmanship, and design.

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 Performance Bond.** 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.

**1.307 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

## SECTION 1- GENERAL CONDITIONS

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.

## SECTION 1- GENERAL CONDITIONS

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.

## SECTION 1- GENERAL CONDITIONS

**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. They 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 supply 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.

## SECTION 1- GENERAL CONDITIONS

Before any work is started, the contractor shall submit a project schedule for review. This schedule is to be updated monthly as progress may alter. Regular progress meetings may be scheduled at the discretion of the Engineer.

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. In the event the superintendent fails to meet the requirements, they shall be subject to replacement as requested by the Engineer.

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, and the Contractor shall obtain lines and elevation from the points so set by the Engineer. The Contractor shall furnish all stakes necessary for lines and elevations and necessary cooperation for the Engineer in setting same.

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 elevation of each sanitary sewer manhole set or tied into. The Contractor will also 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 2.015 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.
3. Any damages caused by the contractor are to be addressed in a timely manner. In the event 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.

## **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 and shall end 12 months later.

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.

This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee, including repair for ditch settlement, and the period of the guarantee for each such repair or replacement shall be 12 months after installation or the end of the project guarantee period, whichever is later, except as otherwise prescribed by the terms of any special guarantees required by the contract documents.

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.

**Work Eligibility Status.** As required under Nebraska LB 403 for any contract entered into after October 1, 2009 the Contractor must register and use a federal immigration verification system, such 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 of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**1.702 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.

**1.703 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.

**1.704 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.

**1.705 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 extent 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.

**1.706 Claims for Labor and Materials.** The Contractor shall indemnify and save harmless the City and the Nebraska Department of Transportation 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 or the Nebraska Department of Transportation 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.

**1.707 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.

**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 - VII" or better by Best's Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the City.

**Additional Insureds.** Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the City of Hastings, the Nebraska Department of Transportation, and the City of Hastings' and the Nebraska Department of Transportations' 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 of three (3) years after final acceptance and payment .

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 and Nebraska Department of Transportation shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

**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, the Nebraska Department of Transportation, and the City's and the Nebraska Department of Transportation's partners, directors, officers, agents, and employees.

**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

**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
Personal and Advertising Injury	\$1,000,000

**Pollution Liability – (If Applicable).**

Limits of at least: \$1,000,000 per occurrence; \$2,000,000 aggregate



thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

**Indemnification.** To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, the Nebraska Department of Transportation, and the City's and the Nebraska Department of Transportation's 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, the Nebraska Department of Transportation, or any of the City's or the Nebraska Department of Transportation's 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.

**Property Insurance A.K.A. Builder's Risk.** Unless otherwise provided, the CONTRACTOR shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of work by OWNERS. Insurance shall include interests of OWNERS, CONTRACTOR, SUBCONTRACTOR, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be responsibility of CONTRACTOR.

Before an exposure to loss may occur, the CONTRACTOR will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages. The CONTRACTOR will not cancel or allow such policy to expire without written notice to the other.

Waivers of Subrogation: OWNER and CONTRACTOR and all SUBCONTRACTORS waive all rights against

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONTRACTOR'S consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by

fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONTRACTOR as fiduciary. OWNER and/or CONTRACTOR, as appropriate, shall require of OWNER'S and/or CONTRACTOR'S consultants, separate contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

**1.708 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 any of the City's 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.

**1.709 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.

**1.710 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.

**1.711 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.

### **1.712 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. The contractor shall be responsible for resolving claims concerning damage to local roads caused by their operation.
- 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.** Time is an essential element of the contract, and it is important that the work be pressed vigorously to completion.

For each working day that any work shall remain uncompleted either after the end of each project period or at the end of the contract completion date, the amount per working day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed liquidated damages. The City and Contractor specifically agree that the per working day amount to be assessed as liquidated damages is fair and reasonable and not excessive. The parties further agree that said per working day amount accurately reflect the anticipated loss and inconvenience to the public and lost revenue to or use by the City due to the project not being completed by the end of the project period or the end of the contract completion date. The City will prepare and forward to the Contractor an invoice for such liquidated damages. The final payment will be withheld by the City until the invoice is paid by the Contractor.

Due account shall be taken of any adjustment of the project period or the contract completion date granted under Article 1.807.

The assessment of liquidated damages for failure to complete the work either within each project period or the contract completion date shall not constitute a waiver of the City's right to collect for any additional damages which the City may sustain by failure of the Contractor to carry out the terms of its contract.

**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.** 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 five percent (5%) of the total contract amount for all work completed including change orders.

Payment of the retainage will be made within forty-five (45) days after project is substantially complete, provided the Contractor submits a Letter of Credit for 125% of the uncompleted work. Substantial completion will include water mains passing biological testing and placed into service. Sewer mains shall pass pressure testing and be televised with receipt of the inspection report.

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.

**END OF SECTION**

## SECTION 2 SPECIAL PROVISIONS

### **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 Purchasing Agent Appointment and Exempt Sales Certificate.** The Contractor performing the work under this contract will be issued a “Purchasing Agent Appointment” and “Exempt Sales Certificate” signed by the authorized representative of the Owner. It is to be used by the Contractor when purchasing tangible personal property to be actually incorporated into the contract work.

**2.003 Maintenance of Traffic.** The Contractor shall conduct their 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 their 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.

**2.004 Provisions for Traffic Control and/or Barricading.** The Contractor shall provide barricades and maintain a means of traffic control applicable to work site conditions. The means of traffic control and barricade(s) type(s) shall be approved by City of Hastings inspector and by appropriate agency on which work is occurring, being either or combination of city, county, or state right-of-way.

The Contractor shall provide all approved barricades with lights and furnish flagmen as required. Contractor shall provide daily maintenance on all barricades, flashers, etc., during course of construction. A person will be designated by Contractor that is in their employment to be responsible for daily maintenance and shall be available 24 hours a day, seven days a week and will have a telephone number given to City of Hastings and appropriate governing agency on whose right-of-way project is taking place.

Traffic Control shall be considered subsidiary to the project and no direct payment shall be paid for this work.

**2.005 Street Closing.** In the event it is deemed necessary for the Contractor to close any streets during the execution of work, the Contractor shall notify the owner of such street closing 48 hours in advance, prior to any street closing due to open cut street crossing, and shall notify all vital departments to include police, fire, ambulance, sheriff, street, and engineering Departments.

## SECTION 2 – SPECIAL PROVISIONS

**2.006 Dust Control.** The Contractor shall be required to keep dusty conditions, caused by construction, from being a source of complaint by adjacent property owners by watering down haul routes or by other methods approved by the Engineer.

**2.007 Removal of Trees, Hedges, Shrubs, and/or Fences.** The Contractor shall sufficiently plan ahead to notify property owner(s) of any obstacles in the way of proposed construction that will have to be removed prior to construction by property owners if they desire to save such.

Clearing and removal of items will be shown on plans and completed by Contractor. The payment for removal of said items will be on proposal sheet, however, any tree with a diameter of 6" or less, all shrubs and bushes will be considered subsidiary to work and no additional compensation will be paid. The Contractor shall not remove any trees in the project area without prior approval of City of Hastings.

The Contractor will be required to reimburse the public for any damage to trees which is not authorized by City of Hastings.

**2.008 Shutdown, Valve Operation.** Shutdowns will be made only by City of Hastings Utilities Department personnel. In the event that an emergency condition warrants, the Contractor shall take direct action to make shutdown but must notify City of Hastings Utilities Department immediately and remain on worksite to demonstrate what has taken place to City of Hastings Utilities Department personnel.

All shutdowns, unless emergency, will be scheduled in advance and shall be the responsibility of the Contractor to notify residences and/or businesses effected and give estimated time of return of service.

**2.009 Water.** The Owner will provide access to the Contractor of any and all water necessary to construct the proposed project. The water will be furnished from the fire hydrant nearest the project. It will be the responsibility of the Contractor to contact Hastings Utilities before use of any fire hydrant. Hastings Utilities will, upon deposit from the Contractor, furnish and install a meter, check valve and shut-off for the Contractor's use. The Contractor shall furnish all other necessary hose adaptors, hose and other equipment for the distribution and transportation of the water and shall be responsible for water usage fees.

**2.010 Maintenance of Surface Drainage and Storm Sewers.** During the course of construction, the Contractor shall conduct operations in a manner that will not pond or divert surface drainage onto private property and shall maintain the existing surface drainage patterns until such time that the storm sewer system is operable. In addition, the Contractor shall provide temporary works construction which must be approved by the Engineer and shall remain in place until such time that the storm sewer system is operable. The work required for maintenance of surface drainage and storm sewers will not be paid for directly but shall be considered subsidiary to the bid items of the contract.

## SECTION 2 – SPECIAL PROVISIONS

**2.011 Testing.** All materials will be inspected, tested and accepted by the Engineer before incorporated in the work. Any work in which untested and unaccepted materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for. Unless otherwise designated, tests in accordance with the most recent cited standard method of AASHTO or ASTM, whichever are current on the date of advertisement, will be at the expense of the Contractor. All testing (concrete and subgrade) will be taken by the Engineer or a qualified representative of the Owner. The cost of concrete tests (compressive cylinder breaks) will be the responsibility of the Owner. All materials being used are subject to inspection, test or rejection at any time prior to incorporation into the work. Copies of such tests will be furnished to the Contractor at their request.

**2.012 Concrete Mix Type.** Cement and aggregates not on the latest edition of the Nebraska Department of Transportation's "Approved Product List" shall not be used without permission from the City Engineer. All Portland Cement Concrete (PCC) shall be NDOT approved Type 1P, 1S or 1T. The constituents of PCC and their mixing, handling, and proportioning shall conform to ASTM C94. Concrete not meeting the 28 day required strength shall be removed and replaced at no extra cost to the City. The Engineer may evaluate the concrete's expected use and may allow it to remain in place at 50% pay.

- (a) Concrete mix for PCC pavement, driveways and structural concrete shall be State of Nebraska 47B as specified in Section 1002 of the 2017 State of Nebraska specifications.
- (b) Concrete mix for sidewalks shall be State of Nebraska Type 47-B as specified in Section 1002 of the 2017 State of Nebraska Specifications.
- (c) Recent and certified mill tests of P.C.C. shall be furnished to the City Engineer. Different brands of cement, or the same brand from different mills, shall not be mixed during storage. Neither shall they be used alternately in any one concrete placement without permission from the City Engineer. Contractors supplying concrete shall notify the City Engineer when changing to different cement.
- (d) Cement or Fly Ash shall be protected from damage due to moisture. Cement or Fly Ash so damaged will be rejected. Cement or Fly Ash shall not be in storage at the concrete plant longer than ninety (90) days without retesting for quality testing by an approved testing facility.
- (e) Contractor shall submit a Concrete Mix Design identifying the location of the ready mix or central mix plant, cement manufacturer, type of inter-ground and blended cement, type of admixtures, aggregate gradation, aggregate pit and quarry location.
- (f) Contractor shall submit concrete batch tickets showing batch weights, aggregate moisture (shall be tested daily and moisture probes are allowed), admixtures used, water, and mix design calculations. A copy of the batch ticket shall be provided upon delivery of concrete.

## SECTION 2 – SPECIAL PROVISIONS

- (g) Aggregate and concrete quality are subject to approval of the Department. Aggregate shall be free of coatings that will inhibit bond and free from injurious quantities of loam, alkali, organic matter, thin or laminated pieces, paper, wood, chert, or other deleterious substances as determined by the Engineer. The use of aggregate obtained from any reclaiming or recycling process shall not be allowed without permission from the City Engineer. Aggregate from different sources shall not be mixed or stored in the same pile, nor used alternately in the same project or mixed without permission from the City Engineer.
- (h) An engineer approved water-reducing admixture shall be used in all fly ash modified concrete mixes at the dosage rate recommended by the manufacturer. The water-cement ratio of all fly ash modified concrete shall not exceed the limit for the various classes of concrete as shown in Table 1002.02.
- (i) All concrete shall have a minimum compressive strength of 3,500 psi at 28 days unless otherwise noted in the plans and specifications. The 7-day compressive strength should be 70% of the 28-day compressive strength.

**2.013 Landfill Fees.** The Contractor will be responsible for securing their own disposal site or paying any associated fees for disposal at the Landfill.

**2.014 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.

**2.015 Removal and Replacement of Property Stakes.** If it is necessary to remove any property corners or markers during construction operations, the Contractor shall notify the Engineer so that the Engineer can establish reference ties. Any markers removed without notice to the Engineer shall be replaced at the Contractor's expense in accordance with the proper land surveying techniques.

**2.016 Removal of Existing Materials.** Contractor shall remove all called for materials with care as not to ruin or damage material for further use. Any material required to be removed for reuse and has been damaged by careless and negligent action on part of Contractor, shall constitute cause for replacement or payment by Contractor. Inspection of said material for reuse shall be made at sole discretion of City of Hastings inspector. Any gas services which are removed by Contractor shall be foamed shut by Contractor.

**2.017 Existing Sprinkler Systems.** Contractor shall be responsible for the repair of existing lawn sprinkler components disturbed by the construction activities. The property owner shall be responsible to show, if possible, the location of the underground line and size as well as sprinkler

## SECTION 2 – SPECIAL PROVISIONS

head location. Temporary plugging of line may be incurred by Contractor to keep certain areas operational of sprinkler system. Where sprinklers systems are listed as bid items, they shall be replaced in like kind, including all connectors. All sprinkler lines that will be disturbed during construction, shall be cut and protected as needed.

**2.018 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.

No dirt will be allowed to be piled in the street overnight. Dirt piles on the terrace (or alternate locations) must meet all storm water management requirements.

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.

**2.019 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 Director of Engineering and Project Engineer and Inspector. Contractor shall have Project Superintendent and job foreman present.

**2.020 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.

**2.021 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 with major milestones 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. Availability of land. The site and use of adjacent land shall be reviewed.

## SECTION 2 – SPECIAL PROVISIONS

- c. 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.
- d. Change orders. Procedures for implementing change orders shall be reviewed.
- e. 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.
- f. 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.
- g. Final inspection and payment. Final inspection shall be performed by the Director of Engineering and their representatives. When all aspects of this project, as described within these documents have been met, the Contractor may submit for final payment.
- h. Site security. The contractor shall erect a construction barrier around the project site. The barrier shall consist of a temporary fence with appropriate warning signs.
- i. Shop drawings, submittals. The required list of submittals shall be reviewed.
  - Concrete mix design
  - Traffic Control Plan
  - Water and Sewer material
- j. Pipe Cleaning Video: When the project involves water main installation, at the end of the pre-construction conference, an AWWA instructional video on the proper cleaning and installation of water mains shall be watched by the Contractor (Owner); the Contractor's Project Foreman; Project Inspector (HU); Water Department Superintendent (HU); and one representative of HU Engineering. At the end of the video, the participants shall review the requirements for pipe installation and cleaning as noted in the specifications and on the drawings.

**2.022 Customer Relations.** Contractor shall exert all reasonable efforts to maintain good will for the benefit of City of Hastings with the landowners tenants, and lessees along the right-of-way and with the general public. The Contractor will not be allowed to start construction until he has adequate manpower and material to allow the job to progress smoothly and be complete in a reasonable amount of time. City of Hastings will have the authority to remove workers from the job site who exhibit horseplay and foul language to the public.

**2.023 Operations of the Contractor.** The Contractor shall confine operations exclusively to easements and public right-of-way. If the Contractor desires to operate equipment or store materials on private property that does not have a utility easement, he must obtain permission from the property owner. Prior to release of the payment retention by City of Hastings, the Contractor

## SECTION 2 – SPECIAL PROVISIONS

must restore the private property to original condition. If the landowner is not satisfied with the restoration, City of Hastings will continue to hold the appropriate retention.

The quantities for seeding and sodding in the proposal include only easements and right-of-way. Any seeding and sodding required to restore areas where the Contractor has operated on private property without easements will be the responsibility of the Contractor.

## SECTION 3 SPECIFICATION FOR TECHNICAL REQUIREMENTS

### **SECTION TR1 – GENERAL DESCRIPTION AND SCOPE OF THE WORK.**

**TR1.001 General.** This section covers the general project description and scope of the construction work under these specifications and documents designated. Installation of underground duct for the NDOR Hastings Southeast Project 6-4 (1022) C.N. 41086 “G and J Streets”. Most of this work is on city or state street Right-of-Way and easements on private property.

**TR1.002 Scope of Work.** Material to be acquired at the Hastings Utilities Warehouse, the Whelan Energy Center, North Kansas Avenue Peak Shaver Plant, 3505 Yost Avenue or the South Elm Dog Park by Contractor and hauled to job site by Contractor. **Note:** Some or all materials may be delivered to jobsite by suppliers or city utility personnel. Contractor to provide all labor, supervision, administration and management; and supply all construction equipment and services necessary to perform the duct installation complete in accordance with the specifications, drawings, and other contract documents. All construction to meet all applicable codes, especially NESC and RUS standards. All new materials required will be furnished by the owner.

See construction prints and drawings and Materials Estimates under unit prices for list of materials that need to be installed.

Primary, Secondary, Street Lighting and Communications Ducts:

2”, 4” and 6” sch 40 PVC (including HDPE and steel) will be used for underground installations. The first ten feet above the steel riser elbow for all primary, secondary and street light risers is to be galvanized steel with threaded ends. Elbows connecting below steel risers are to be galvanized steel with a radius appropriate for the length of the pull. Fiberglass elbows are acceptable in non-pole riser locations and are specified on the drawings. Any variation from those specifications must be approved by City of Hastings Engineering. All ducts will be cemented, fused, or otherwise connected as necessary. Ducts are to be installed 4’-6” deep or as crossing of other utilities dictate as shown on drawings with red warning tape in the ditch above ducts 1’ – 6” deep. Install underground ducts as indicated on drawings and staked by City of Hastings Engineering. Risers are placed on standoff brackets that hold the duct away from the pole. The first (lowest) standoff bracket is roughly eight feet above ground, then two more brackets above that are spaced to the top of the riser.

**TR1.003 Removal and Existing Material.** N/A

**TR1.004 Work Site Conditions.** Contractor shall inspect work site to be familiar with existing conditions. Work that can be completed in deenergized condition will be. No de-energization is anticipated in this location. Be aware there are energized power lines overhead and underground.

All work areas to be deenergized will be coordinated with the Engineering Department and Electric Department Line Superintendent.

## SECTION 3 SPECIFICATION FOR TECHNICAL REQUIREMENTS

### SECTION TR2 – DRAWING LIST.

**TR2.001 General.** The intent of these drawings is to clearly depict the location, depth, spacing and riser locations of ducts to be installed by Contractor; as well as rough locations of concrete that must be removed and replaced to allow the ducts to be installed; and rough locations of other know utilities in the area. Allo, Spectrum and Windstream ducts sharing bores are listed on these drawings with quantity and sizes of ducts.

**TR2.002 Drawing Schedule.** **NOTE: Drawings listed in order of construction sequence.**

<u>Drawing No.</u>	<u>Description</u>
E-UD-673 (Sheet 2.1) Complete by 11-7-25	Underground ducts on the north side of J Street and across Elm Avenue
E-UD-673 (Sheet 3.1) Complete by 11-14-25	Underground ducts northwest of J Street and Elm Avenue for power to 1104 and 1112 South Elm
E-UD-673 (Sheet 4.1) Complete by 11-21-25	Underground ducts across Elm Ave at G Street Copy of State Highway Crossing Permit will be provided.

### SECTION TR3 – CONSTRUCTION SCHEDULE AND MATERIAL HANDLING

**TR3.001 Coordination.** The Contractor shall coordinate his work with that of other contractors and shall cooperate fully with the Owner in maintaining orderly progress towards completion of the work as scheduled.

**TR3.002 New Material.** Owner is responsible to provide all materials necessary to build the lines as designed. A materials list accompanies these documents. All materials are to be of the highest quality, known manufactures, manufactured and assembled in the United States of America.

**TR3.003 Equipment Storage Area.** Materials will be stored at the Utilities Warehouse at 200 West 14<sup>th</sup> Street, the Whelan Energy Center, North Kansas Peak Shaver Plant, 3505 Yost Avenue or by the South Elm Dog Park.

### SECTION TR4 – OWNER FURNISHED MATERIALS – Not Used

### SECTION 5 – LINE ERECTION

**TR5.001 GENERAL** – N/A

**TR5.002 Existing Underground Installations.** Existing underground installations such as water lines, gas mains, communication lines, and sewer lines in the vicinity of the excavation are indicated on the drawings only to the extent that such information has been made available to or discovered by the Engineer in preparing the drawings. **NOTE:** There is no guarantee as to the

accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

**Digger's Hotline:** The Contractor shall be solely responsible for locating all existing underground installations, in advance of excavations, by contacting Diggers Hotline (1-800-331-5666).

The Contractor will be held responsible for any interruption in the service of underground facilities resulting from his operations, unless the facilities owner has given specific approval for the interruption in each case.

Except where the damaged parties desire to conduct their own repair and restoration work, the Contractor shall repair and fully restore any underground facility inadvertently or intentionally damaged during the construction period to a condition equal to or better than that which existed at the time of damage. All repair and restoration work shall be done to the complete satisfaction of the damaged parties and the Engineer.

The Contractor shall make his own arrangements with any jurisdictional authority requiring inspection of repaired or reconditioned utility facilities. All inspection fees applicable shall be paid by the Contractor.

Where the damaged parties desire to conduct their own repair and restoration work, the Contractor shall render all assistance to facilitate this corrective work. The Contractor shall assume all just and reasonable expenses thus incurred by the damaged parties.

Each underground facility encountered shall be accurately located on the drawings, indicating the original location and relocation, if any. When all work is completed, the marked copy of the drawings shall be submitted to the Engineer as part of the field records.

Make every effort to notify affected property owners at time of request for locates. Return property to the condition it was prior to excavation. If a property pin is removed, it must be replaced by a surveyor licensed to do work in the City of Hastings, Adams County, Nebraska. If sprinklers are disturbed, they must be returned to proper working order. If fences are broken, they must be repaired or replaced. City of Hastings will hydroseed affected area after Contractor has completed finish grading. Any rubble removed during excavation must be hauled from the site and disposed of properly.

**TR5.003 Wood Pole Structure. – N/A**

**TR5.004 Anchors and Guys. – N/A**

**TR5.005 Insulators and Support Hardware. – N/A**

**TR5.006 Phase Conductors. – N/A**

**TR5.007 Line Taps. – N/A**

**TR5.008 Lightning Protection. – N/A**

**TR5.009 Service Wire. – N/A**

**TR5.010 Hot Work. – N/A**

**TR5.011 Outages. N/A**

**TR5.012 Customer Care.** Contractor to employ methods to preserve customer property and customer convenience. If customer property is damaged by Contractor, Contractor will be liable to repair or replace to reasonable customer satisfaction.

**TR5.013 Fuse/Switch Operation. – N/A**

**TR5.014 Cable TV and Phone Lines.** There are underground phone and fiber optic lines in the vicinity of this project. Make very effort to not disturb those lines. Any repairs for damage as a result of this project will be Contractor's responsibility.

## **SECTION TR6 – TREE TRIMMING AND REMOVAL**

**TR6.001 SCOPE. - N/A**

**TR6.002 PREBID SITE INSPECTION.** Each bidder or an authorized representative shall visit the worksite to familiarize themselves with the nature of the work and inform themselves of all the conditions and factors which would affect the cost of performing such work. A prebid visit can be scheduled by contacting City of Hastings Coordinating Engineer, Tyler Waite, at 402-462-3654.

### **TR6.003 REQUIREMENTS:**

1. The Contractor shall have sufficient personnel and equipment to complete the specified jobs in the time frame agreed upon.
2. **City of Hastings Electric Department will not supply equipment to Contractors.**

### **TR6.004 TREE TRIMMING, REMOVAL, AND DISPOSAL:**

Not Used

**TR6.005 LOCATION. - N/A**

**TR6.006 SAFETY.** Contractor shall perform all work in accordance with Occupational Safety and Health Administration (OSHA) guidelines for the type of work to be performed in this specification. In addition to following all OSHA regulations, the Contractor shall have personnel that are trained and certified to work around energized powerlines.

**TR6.007 STUMP REMOVAL. N/A**

**TR6.008 CLEANUP. N/A**

**TR6.009 BARRICADES.** The Contractor is responsible for all barricades and security fencing to secure the area, as per the latest edition of the manual for Uniform Traffic Control Devices Part VI. When working in the right-of-way the Contractor shall be responsible for installing and maintaining all temporary traffic controls. City of Hastings will not furnish any barricades, cones, barrels, or fencing to the Contractor.

State Traffic Control Guides are included with Highway Crossing Permits.

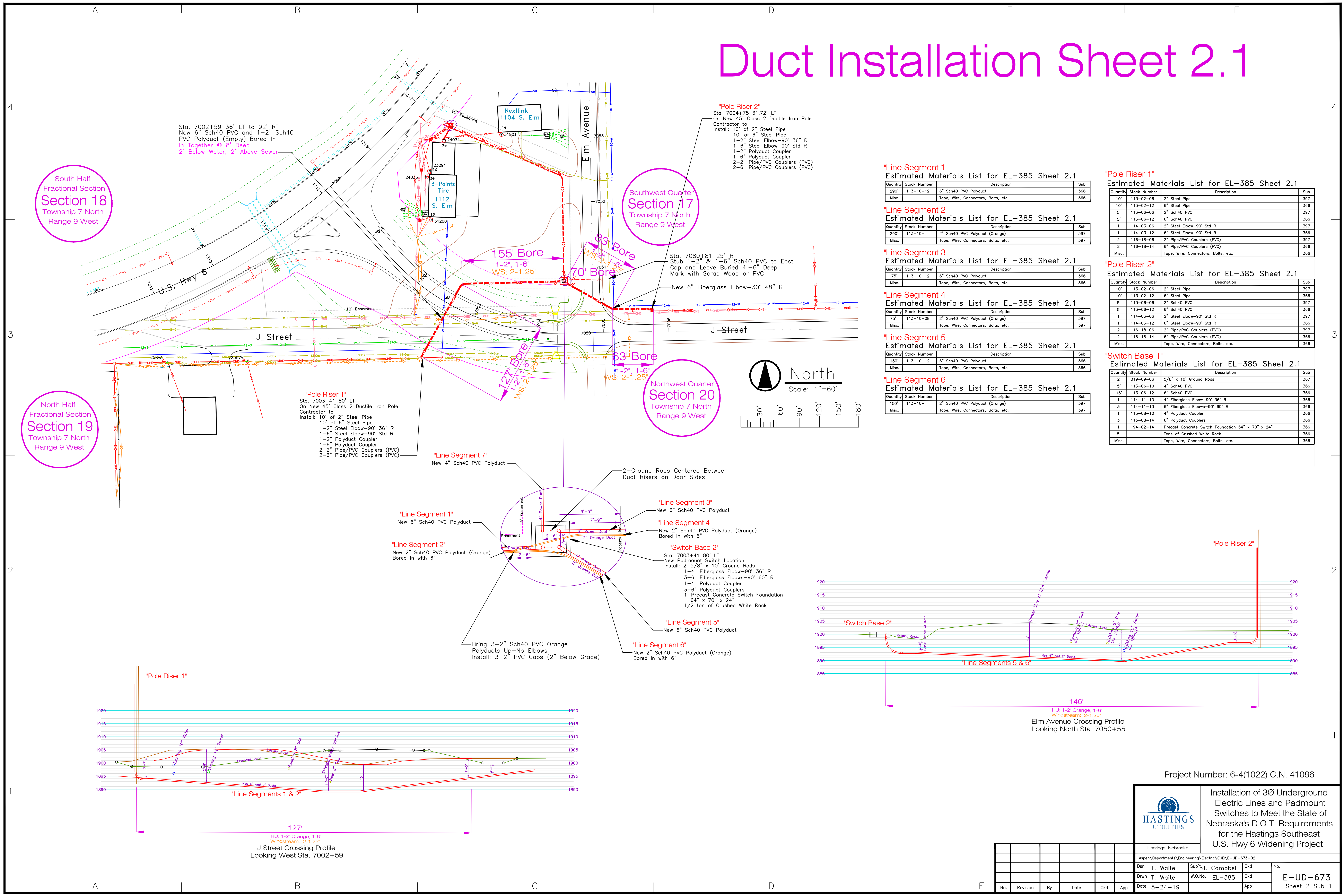
**TR6.010 LOCATING EXISTING UTILITIES.** N/A

**TR6.011 LANDSCAPING.** N/A

**TR6.012 SPRINKLERS.** N/A

**TR6-013 NOTICE.** If any of the work does not meet these specifications, City of Hastings may terminate this contract at any time.

# Duct Installation Sheet 2.1



South Half Fractional Section 18 Township 7 North Range 9 West

North Half Fractional Section 19 Township 7 North Range 9 West

Southwest Quarter Section 17 Township 7 North Range 9 West

Northwest Quarter Section 20 Township 7 North Range 9 West

**"Line Segment 1"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
290	113-10-12	6" Sch40 PVC Polyduct	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Line Segment 2"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
290	113-10-12	2" Sch40 PVC Polyduct (Orange)	397
Misc.		Tape, Wire, Connectors, Bolts, etc.	397

**"Line Segment 3"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
75	113-10-12	6" Sch40 PVC Polyduct	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Line Segment 4"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
75	113-10-08	2" Sch40 PVC Polyduct (Orange)	397
Misc.		Tape, Wire, Connectors, Bolts, etc.	397

**"Line Segment 5"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
150	113-10-12	6" Sch40 PVC Polyduct	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Line Segment 6"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
150	113-10-12	2" Sch40 PVC Polyduct (Orange)	397
Misc.		Tape, Wire, Connectors, Bolts, etc.	397

**"Pole Riser 1"**  
Estimated Materials List for EL-385 Sheet 2.1

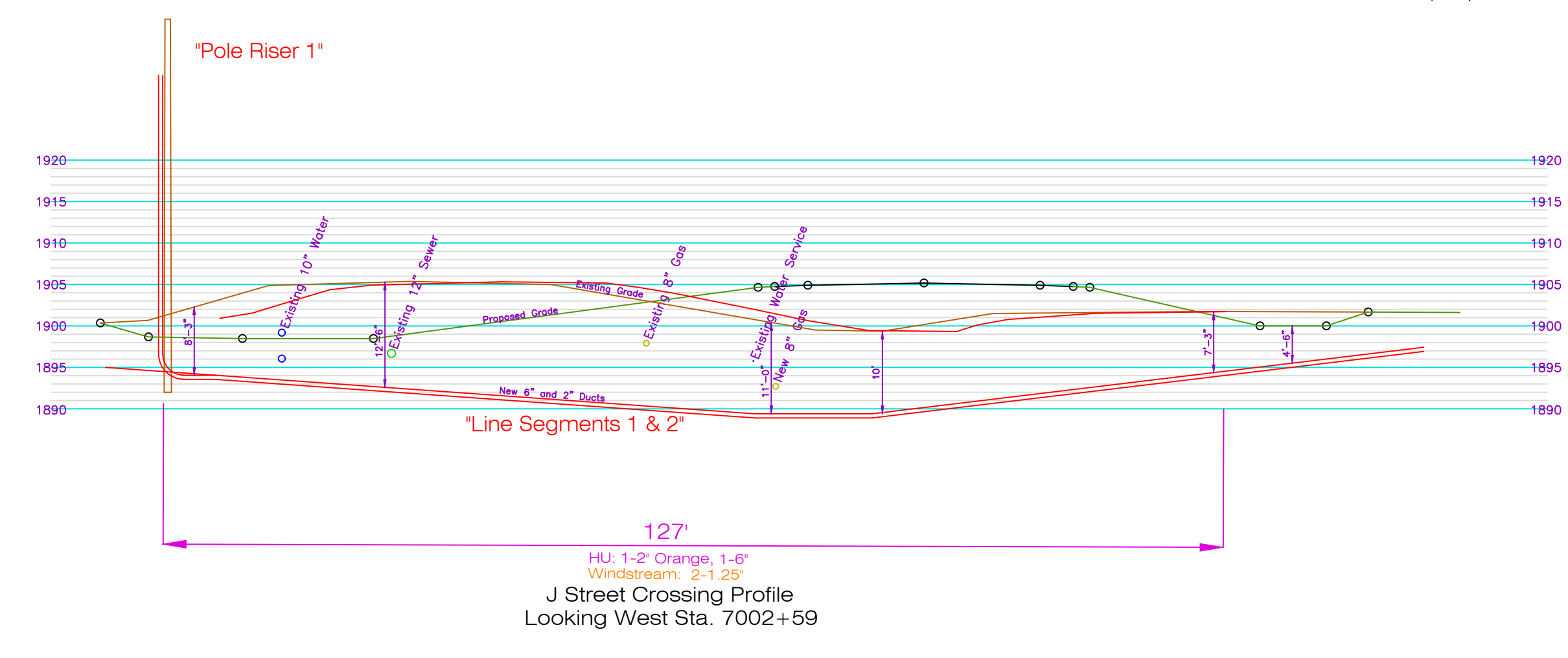
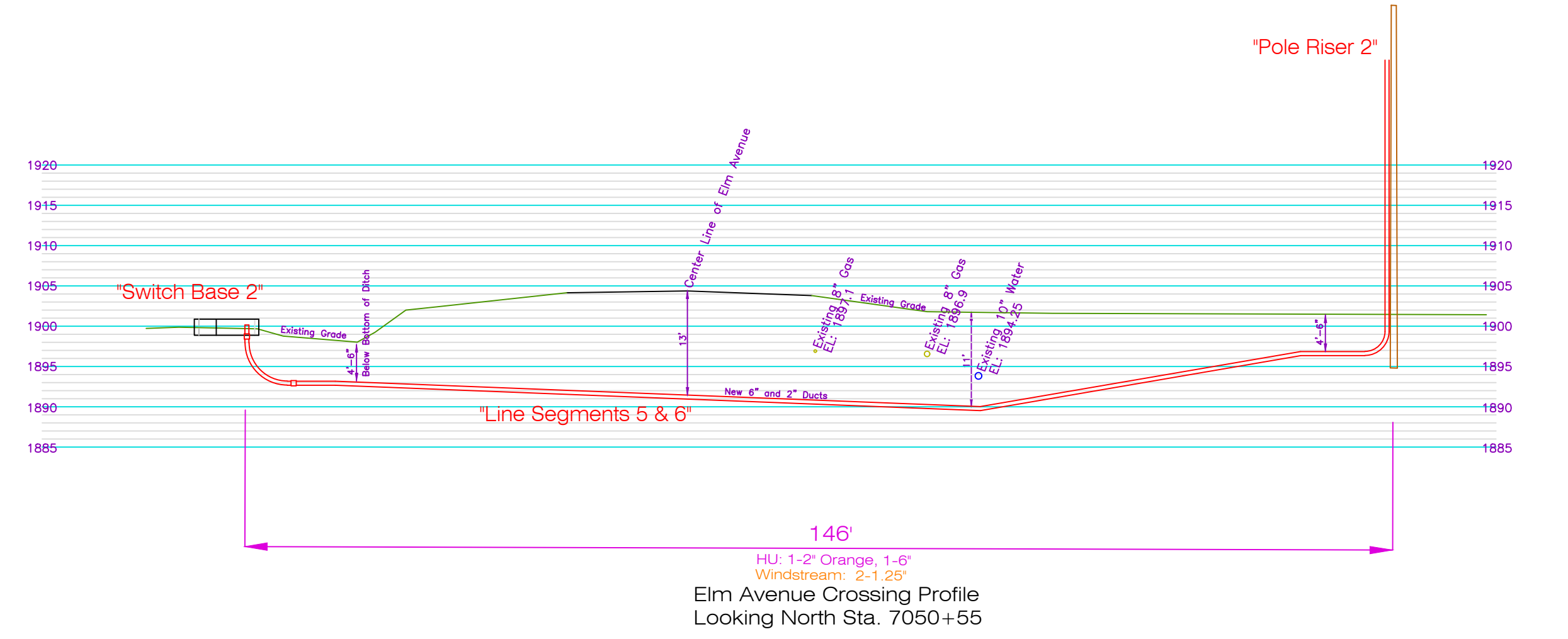
Quantity	Stock Number	Description	Sub
10'	113-02-06	2" Steel Pipe	397
10'	113-02-12	6" Steel Pipe	366
5'	113-06-06	2" Sch40 PVC	397
5'	113-06-12	6" Sch40 PVC	366
1	114-03-06	2" Steel Elbow-90° Std R	397
1	114-03-12	6" Steel Elbow-90° Std R	366
2	116-18-06	2" Pipe/PVC Couplers (PVC)	397
2	116-18-14	6" Pipe/PVC Couplers (PVC)	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Pole Riser 2"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
10'	113-02-06	2" Steel Pipe	397
10'	113-02-12	6" Steel Pipe	366
5'	113-06-06	2" Sch40 PVC	397
5'	113-06-12	6" Sch40 PVC	366
1	114-03-06	2" Steel Elbow-90° Std R	397
1	114-03-12	6" Steel Elbow-90° Std R	366
2	116-18-06	2" Pipe/PVC Couplers (PVC)	397
2	116-18-14	6" Pipe/PVC Couplers (PVC)	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Switch Base 1"**  
Estimated Materials List for EL-385 Sheet 2.1

Quantity	Stock Number	Description	Sub
2	019-09-06	5/8" x 10" Ground Rods	367
5'	113-06-10	4" Sch40 PVC	366
15'	113-06-12	6" Sch40 PVC	366
1	114-11-10	4" Fiberglass Elbow-90° 36" R	366
3	114-11-13	6" Fiberglass Elbows-90° 60" R	366
1	115-08-10	4" Polyduct Coupler	366
3	115-08-14	6" Polyduct Couplers	366
1	194-02-14	Precast Concrete Switch Foundation 64" x 70" x 24"	366
1		Tons of Crushed White Rock	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366



Project Number: 6-4(1022) C.N. 41086

Installation of 3Ø Underground Electric Lines and Padmount Switches to Meet the State of Nebraska's D.O.T. Requirements for the Hastings Southeast U.S. Hwy 6 Widening Project

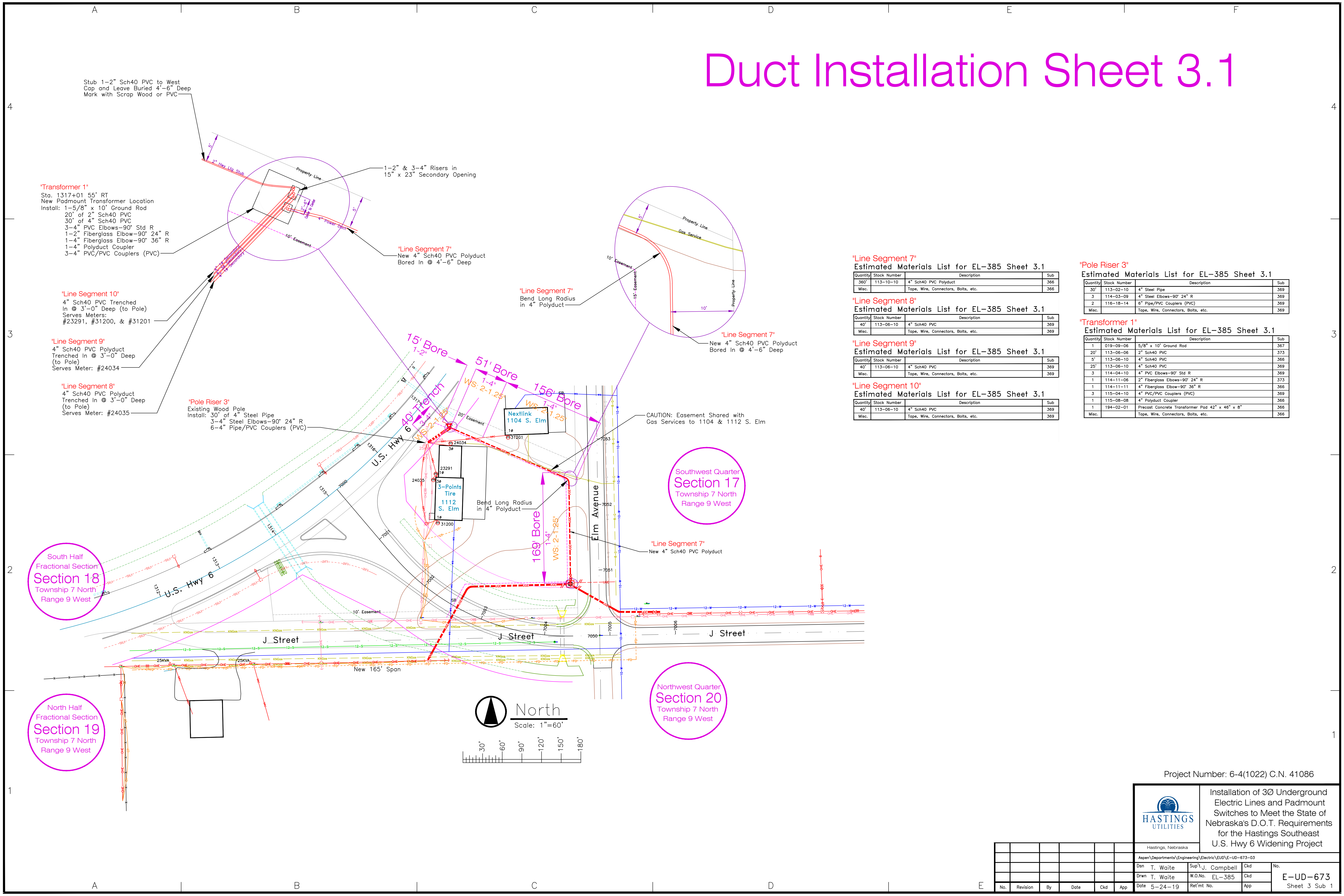
Hastings, Nebraska

Aspen\Departments\Engineering\Electric\EUD\E-UD-673-02

Drwn T. Waite	Sup'L J. Campbell	Ckd	No.
Date 5-24-19	W.O.No. EL-385	Ckd	E-UD-673
		App	Sheet 2 Sub 1

No.	Revision	By	Date	Ckd	App

# Duct Installation Sheet 3.1



**"Line Segment 7"**  
Estimated Materials List for EL-385 Sheet 3.1

Quantity	Stock Number	Description	Sub
360'	113-10-10	4" Sch40 PVC Polyduct	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Line Segment 8"**  
Estimated Materials List for EL-385 Sheet 3.1

Quantity	Stock Number	Description	Sub
40'	113-06-10	4" Sch40 PVC	369
Misc.		Tape, Wire, Connectors, Bolts, etc.	369

**"Line Segment 9"**  
Estimated Materials List for EL-385 Sheet 3.1

Quantity	Stock Number	Description	Sub
40'	113-06-10	4" Sch40 PVC	369
Misc.		Tape, Wire, Connectors, Bolts, etc.	369

**"Line Segment 10"**  
Estimated Materials List for EL-385 Sheet 3.1

Quantity	Stock Number	Description	Sub
40'	113-06-10	4" Sch40 PVC	369
Misc.		Tape, Wire, Connectors, Bolts, etc.	369

**"Pole Riser 3"**  
Estimated Materials List for EL-385 Sheet 3.1

Quantity	Stock Number	Description	Sub
30'	113-02-10	4" Steel Pipe	369
3	114-03-09	4" Steel Elbows-90° 24" R	369
2	116-18-14	6" Pipe/PVC Couplers (PVC)	369
Misc.		Tape, Wire, Connectors, Bolts, etc.	369

**"Transformer 1"**  
Estimated Materials List for EL-385 Sheet 3.1

Quantity	Stock Number	Description	Sub
1	019-09-06	5/8" x 10' Ground Rod	367
20'	113-06-06	2" Sch40 PVC	373
5'	113-06-10	4" Sch40 PVC	366
25'	113-06-10	4" Sch40 PVC	369
3	114-04-10	4" PVC Elbows-90° Std R	369
1	114-11-06	2" Fiberglass Elbows-90° 24" R	373
1	114-11-11	4" Fiberglass Elbows-90° 36" R	366
3	115-04-10	4" PVC/PVC Couplers (PVC)	369
1	115-08-08	4" Polyduct Coupler	366
1	194-02-01	Precast Concrete Transformer Pad 42" x 46" x 8"	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

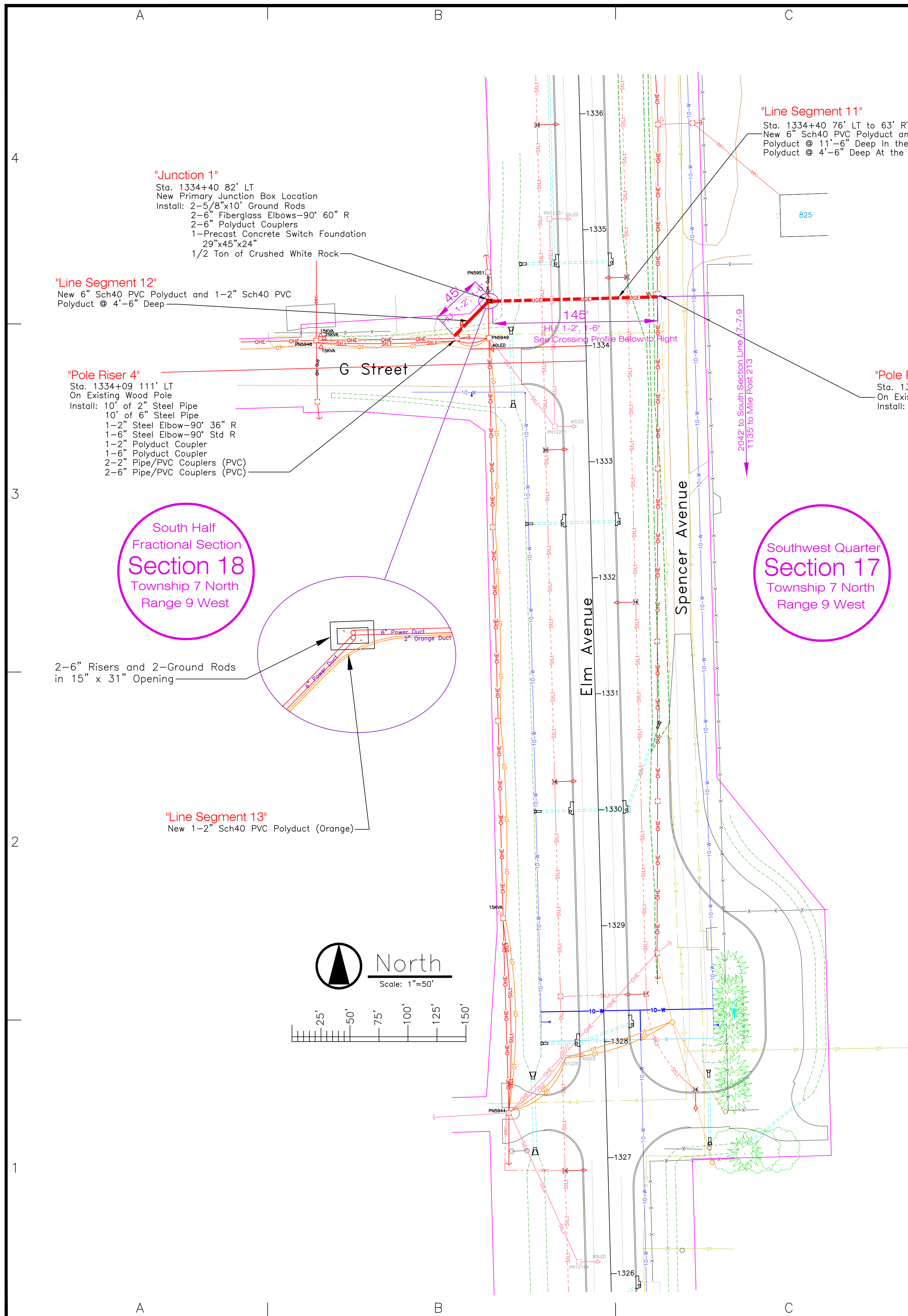
Project Number: 6-4(1022) C.N. 41086

Installation of 3Ø Underground Electric Lines and Padmount Switches to Meet the State of Nebraska's D.O.T. Requirements for the Hastings Southeast U.S. Hwy 6 Widening Project

Aspen\Departments\Engineering\Electric\EUD\E-UD-673-03			
Drn T. Waite	Sup L. Campbell	Ckd	No.
Date 5-24-19	Ret'l No. EL-385	App	E-UD-673
			Sheet 3 Sub 1

No.	Revision	By	Date	Ckd	App

# Duct Installation Sheet 4.1



**"Junction 1"**  
Estimated Materials List for EL-385 Sheet 4.1

Quantity	Stock Number	Description	Sub
2	019-09-06	5/8" x 10' Ground Rods	367
10'	113-06-12	6" Sch40 PVC	366
2	114-11-13	6" Fiberglass Elbows-90° 60" R	366
2	115-08-14	6" Polyduct Couplers	366
1	194-02-15	Precast Concrete Junction Foundation 29" x 45" x 24"	366
.5		Tons of Crushed White Rock	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Line Segment 11"**  
Estimated Materials List for EL-385 Sheet 4.1

Quantity	Stock Number	Description	Sub
160'	113-10-12	6" Sch40 PVC Polyduct	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Line Segment 12"**  
Estimated Materials List for EL-385 Sheet 4.1

Quantity	Stock Number	Description	Sub
50'	113-10-12	6" Sch40 PVC Polyduct	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Line Segment 13"**  
Estimated Materials List for EL-385 Sheet 4.1

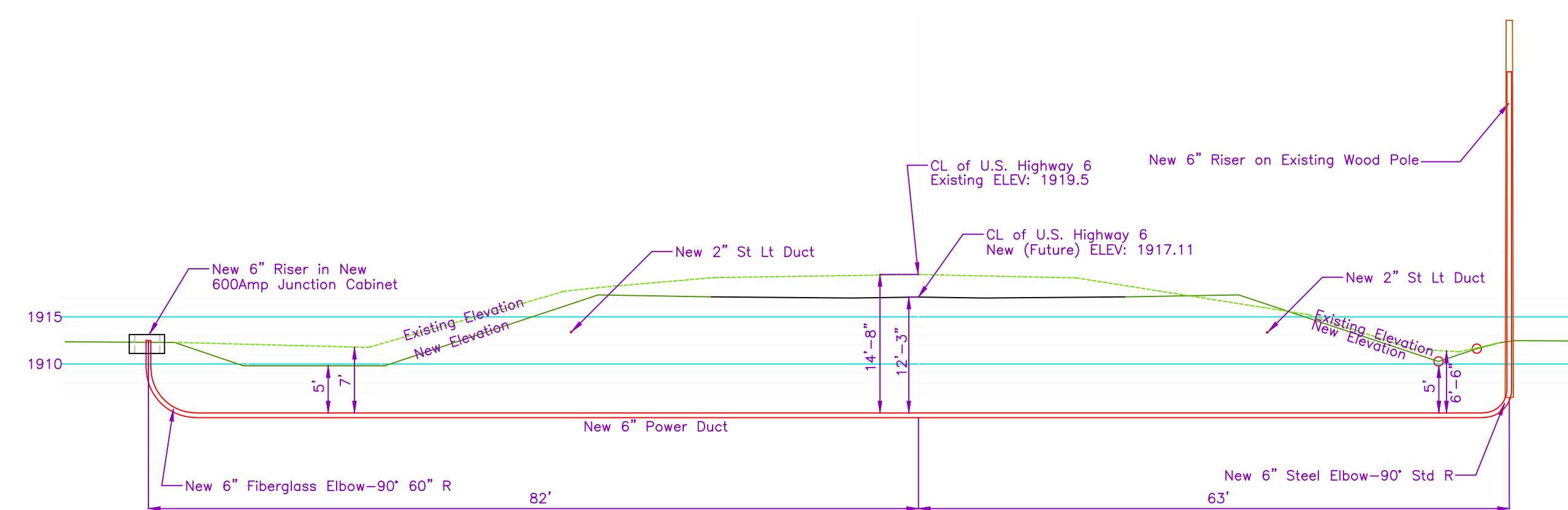
Quantity	Stock Number	Description	Sub
210'	113-10-08	2" Sch40 PVC Polyduct (Orange)	397
Misc.		Tape, Wire, Connectors, Bolts, etc.	397

**"Pole Riser 4"**  
Estimated Materials List for EL-385 Sheet 4.1

Quantity	Stock Number	Description	Sub
10'	113-02-06	2" Steel Pipe	397
10'	113-02-12	6" Steel Pipe	366
5'	113-06-06	2" Sch40 PVC	397
5'	113-06-12	6" Sch40 PVC	366
1	114-03-06	2" Steel Elbow-90° Std R	397
1	114-03-12	6" Steel Elbow-90° Std R	366
2	116-18-06	2" Pipe/PVC Couplers (PVC)	397
2	116-18-14	6" Pipe/PVC Couplers (PVC)	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366

**"Pole Riser 5"**  
Estimated Materials List for EL-385 Sheet 4.1

Quantity	Stock Number	Description	Sub
10'	113-02-06	2" Steel Pipe	397
10'	113-02-12	6" Steel Pipe	366
5'	113-06-06	2" Sch40 PVC	397
5'	113-06-12	6" Sch40 PVC	366
1	114-03-06	2" Steel Elbow-90° Std R	397
1	114-03-12	6" Steel Elbow-90° Std R	366
2	116-18-06	2" Pipe/PVC Couplers (PVC)	397
2	116-18-14	6" Pipe/PVC Couplers (PVC)	366
Misc.		Tape, Wire, Connectors, Bolts, etc.	366



Highway Crossing Profile  
Looking North Sta. 1334+40

Project Number: 6-4(1022) C.N. 41086

**HASTINGS UTILITIES**  
Hastings, Nebraska

Installation of 3Ø OH & UGD Electric Lines, Transformer, & Switches to Meet the State of Nebraska's D.O.T. Requirements for the Hastings Southeast U.S. Hwy 6 Widening Project

No.	Revision	By	Date	Ckd	App

Network	Neighborhood	Coord	Electric	EUD/E-UD-673-04	No.
Drwn	T. Waite	Sup'l	J. Campbell	Ckd	
Date	10-2-2024	Ret'mt No.		App	

E-UD-673  
Sheet 4 Sub 1