

CONTRACT AND SPECIFICATIONS
FOR
INSTALL NEW UNDERGROUND CONDUIT FROM CRANE
AVENUE SUBSTATION TO DON HENRY SUBSTATION
FOR
CITY OF HASTINGS
HASTINGS, NEBRASKA
Contract No. HU 2025-74

Proposals Will Be Opened Promptly At
1:30 PM, Wednesday, Sep 17, 2025

Bid Submitted By: _____



THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

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INSTALL NEW UNDERGROUND CONDUIT FROM CRANE AVENUE SUBSTATION TO DON HENRY SUBSTATION

CITY OF HASTINGS

HASTINGS, NEBRASKA

Contract No. HU 2025-74

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HU 2025-74 INVITATION TO BID

The City of Hastings, Nebraska, will receive bids for: **Installation of new Underground Conduit from Crane Avenue Substation to Don Henry Substation, HU 2025-74** until 1:30 p.m. at the City of Hastings Offices, 1228 N Denver Avenue, Hastings, Nebraska, on Wednesday, Sep 17, 2025, at which time and place all bids will be publicly opened and read aloud.

Brief description of project: Contractor to supply all materials, labor, and equipment to install approximately ±8,039 linear feet of conduit for a new fiber optic route by means of horizontal directional drilling. Eight in-ground pull boxes with tracer wire test stations are to be incorporated at various locations to break up the project into manageable lengths. All of the in-ground pull boxes will be interconnected by at least two 1¼” conduits, with some locations connected by three conduits. Terminating the conduits that exit pull boxes to serve a facility building are also specified in the drawings. This project will enable Hasting’s personnel to 1). Add additional equipment and appurtenances to penetrate inside facility buildings, and 2). Run new fiber from Crane Avenue to the Don Henry Power Center. Locations and materials are detailed specifically in the attached drawings. 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. 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.

HU 2025-74 INVITATION TO BID

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

DATED AT HASTINGS, NEBRASKA, this 19th day of August 2025.

Tyler Ficken, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication

August 22, 2025

August 29, 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:

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 2025-74
INSTALL NEW UNDERGROUND CONDUIT FROM CRANE AVE SUBSTATION
TO DON HENRY SUBSTATION
City of Hastings

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Dale Reinhold
Electrical Engineer
City of Hastings
1228 N. Denver Avenue
PO Box 289 (68902)
Hastings, NE 68901

Ph# 402-462-3661
Email: bidquestions@cityofhastings.org

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

Ph# 402-462-3654
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

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



IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

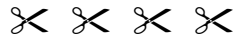
Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

To hand deliver, please drop off between the hours of 8:00 am – 5:00pm Monday-Friday.

Your Return Address

City of Hastings
Attn: Renae Griess
1228 N Denver Avenue
Hastings, NE 68901

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



BID DOCUMENTS ENCLOSED

ATTN: Renae Griess, Administrative Assistant

Contract No: HU 2025-74

**Install New Underground Conduit from Crane Sub to Don Henry
Substation**

Bid Opens: Wednesday, Sep 17, 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.

BIDDER'S CHECKLIST
INSTALL NEW UNDERGROUND CONDUIT FROM CRANE
SUBSTATION TO DON HENRY SUBSTATION
1228 NORTH DENVER AVENUE, HASTINGS NE
FOR
CITY OF HASTINGS
Contract No. HU 2025-74

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

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2025, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and _____, a _____ of (town) _____ in the State of _____, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH: THAT,

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

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

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

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **Install New Underground Conduit from Crane Avenue Substation to Don Henry Substation. HU 2025-74.**

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

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

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.

**PROPOSAL FOR
INSTALL NEW UNDERGROUND CONDUIT FROM CRANE AVE SUBSTATION TO DON
HENRY SUBSTATION**

Contract No. HU 2025-74

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

**Bid Opening: September 17, 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 **furnish for the Utilities Department all materials, labor, and equipment required to completely install approximately ±8,039 linear feet (±1.52 mi.) of multi-duct construction by means of horizontal directional drilling, with all specified and required appurtenances,** for the following price:

The labor portion is not subject to sales tax; however, the material portion is taxed accordingly. See following tax rules and regulation language*.

| Item | Description | Qty | Unit Price | Total |
|----------------|---|-------|------------|-------|
| 1 | INSTALL VAULT ASSEMBLYS W/CRUSHED ROCK FTG, TEST STATIONS, ANODES, TRACER WIRE CONNECTIONS AND ALL REQUIRED APPURTENANCES FOR VAULTS 1-8 | 8 | EA | \$ |
| 2 | DRILL AND PULL TWO - 1 ¼" HDPE SDR 13.5 INNERDUCTS AND SINGLE TRACER WIRE BETWEEN VAULTS OR FACILITY LOCATIONS | 5,889 | LF | \$ |
| 3 | DRILL AND PULL THREE - 1 ¼" HDPE SDR 13.5 INNERDUCTS AND SINGLE TRACER WIRE BETWEEN VAULTS OR FACILITY LOCATIONS | 1,745 | LF | \$ |
| 4 | DRILL AND PULL FOUR - 1 ¼" HDPE SDR 13.5 INNERDUCTS AND SINGLE TRACER WIRE BETWEEN VAULTS OR FACILITY LOCATIONS | 405 | LF | \$ |
| 5 | INSTALL ALL COMPONENTS, APPURTENANCES AND CONNECTIONS OF INNERDUCT TO EXISTING PULLBOX AT WELL 8 | 1 | EA | \$ |
| 6 | INSTALL ALL COMPONENTS, APPURTENANCES AND CONNECTIONS OF INNERDUCT TO EXISTING PULLBOX AT DHPC FEEDER POLE | 1 | EA | \$ |
| 7 | INSTALL ALL COMPONENTS, APPURTENANCES AND CONNECTIONS OF INNERDUCT AT WELL 6, PARKS/REC, AQUACOURT, AND PEAK SHAVER PLANT | 4 | EA | \$ |
| 8 | DEMO AND REPLACEMENT OF CONCRETE AT WELL 6, AQUACOURT, AND PEAK SHAVER PLANT . (APPROX ±6 CU FT PER LOCATION) | 3 | EA | \$ |
| Total | | | | \$ |
| Total in Words | | | | |

NOTE TO BIDDER: All quantities regarding lineal feet are based on mapping and surveying data. Bidder to add appropriate length for vertical terminations and waste factor when calculating material quantities. (See Note 5 on drawing F-007 ONE LINE.)

Contract Estimated Completion Date: _____

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 for additional information.

**PROPOSAL FOR
INSTALL NEW UNDERGROUND CONDUIT FROM CRANE AVE SUBSTATION TO DON
HENRY SUBSTATION
Contract No. HU 2025-74**

For calculating this proposal:

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

- In submitting this bid, the bidder certifies that he will comply with all applicable laws, ordinances, and codes of the City of Hastings and the State of Nebraska.
- For this project, Contractor will supply all materials.

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

Option 1 _____

Option 2 _____

Option 3 _____

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

Yes _____ No _____

(ALL COSTS TO INCLUDE CITY AND STATE SALES TAX)

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

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

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

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

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.

**PROPOSAL FOR
INSTALL NEW UNDERGROUND CONDUIT FROM CRANE AVE SUBSTATION TO DON
HENRY SUBSTATION**

Contract No. HU 2025-74

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

OFFICIAL NAME & ADDRESS

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

**ALL BIDS MUST BE CHECKED IN TO THE CITY OF HASTINGS
PRIOR TO 1:30 PM DEADLINE**

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that, whereas the principal, by an instrument in
writing attached hereto and bearing the date of _____20___, has agreed with the CITY to
do all work necessary and to furnish all labor, materials, supplies, tools and equipment to _____
_____ as specified
thereby and in the specifications, proposals and contract forming the Contract Documents attached
thereto and made a part hereof:

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a
workmanlike manner, and to the satisfaction of the CITY perform and complete the work required,
and shall defend, indemnify and save harmless the CITY against all damages, claims, demands,
expenses and charges of every kind (including claims of patent infringement) arising from any act,
omission or neglect of said principal, his agents, servants or employees, with relation to said work,
and shall pay all costs, charges, rentals and expenses for labor, materials, supplies and equipment
and deliver the said improvement to the CITY completed and ready for operation and free from all
encumbrances or claims for labor, materials or otherwise, and shall pay all other expenses lawfully
chargeable to the CITY, and this bond shall also be for the use and benefit of all persons who may
perform any work or labor or furnish any material in the execution of said Contract and may be
sued on thereby in the name of any such party claiming the benefit hereof, then this obligation
shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in
full force and effect for the full guarantee period provided in the specifications contained herein.

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.

| | | |
|---------|-------|--------------------------|
| (Seal) | _____ | Principal |
| _____ | _____ | Street Address |
| Witness | _____ | City, State, Zip |
| | _____ | Name of Person Executing |
| | _____ | Surety |

| | |
|--------|--------------|
| ATTEST | By: _____ |
| _____ | Title: _____ |

SECTION I GENERAL CONDITONS

SECTION 1-1 - DEFINITIONS OF WORDS AND TERMS

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

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

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

1.103 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, including weekends and holidays.

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 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.

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

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

SECTION I GENERAL CONDITONS

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

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

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

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

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

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

1.117 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 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.

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

1.120 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.

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

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

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

1.124 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.

SECTION I GENERAL CONDITONS

1.125 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.

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

1.127 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.

1.128 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.

1.129 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.**

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

1.131 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.

1.132 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.

1.133 Abbreviations.

| | |
|------------|---|
| A.A.S.H.O. | American Association of State Highway Officials |
| A.S.M.E. | American Society of Mechanical Engineers |
| A.S.T.M. | American Society for Testing Materials |
| A.R.E.A. | American Railway Engineering Association |
| A.W.S. | American Welding Society |
| D.O.T. | Department of Transportation, Office of Pipeline Safety |
| O.S.H.A. | Occupational Safety and Health Administration |
| A.W.W.A. | American Water Works Association |

SECTION I GENERAL CONDITONS

SECTION 1-2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1-3 - AWARD OF CONTRACT

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

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

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

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

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

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

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

1.305 Maintenance Bond. Not applicable on this project

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

SECTION 1-4 - SCOPE OF WORK

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

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

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

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

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

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

1.403 Increased or Decreased Quantities of Work. The Engineer reserves the right to alter the quantities of contract items for which there are bid prices. Such increases or decreases in quantities shall be made as he considers necessary or desirable without waiving or invalidating any of the provisions of the contract; provided, that all such alterations shall be ordered in writing

and that a supplemental agreement shall be executed with the Contractor for the item or items involved, when such alterations involve an increase or decrease of more than twenty percent (20%) of the total cost of the work of any group of the contract calculated from the original proposal quantities and the contract unit prices. The Contractor shall not start on any alteration requiring a supplemental agreement until the agreement setting forth an equitable adjustment of compensation, satisfactory to both parties, shall have been executed by the Engineer and the Contractor.

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

- a. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty (20) percent, the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedures shall be as follows:
 1. If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen (15) percent of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- b. Each change order shall include in its final form:
 1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a conformed copy thereof.
 3. A definite statement as to the resulting change in the Contract Price and any impacts on project schedule.
 4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

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

The Contractor shall remove any materials or structures found on the right-of-way which are not to remain in place or which have not been designated for use in the new construction. The removal and disposal of pipe culverts will not be paid for directly, but shall be considered as incidental work, and the cost of such removal and disposal shall be considered to be included in

the contract price for other items. Pipe culverts shall be removed by methods that will cause a minimum of damage to the pipe culverts. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work. Whenever City of Hastings Utilities Department requires abandonment of old utility mains or services, the Contractor shall plug or cap all open ends.

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

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

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

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

SECTION 1-5 - CONTROL OF WORK

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

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

Working drawings for any structure shall consist of such detailed plans as may be required of the Contractor for the execution of the work. These are not included in the plans furnished by the

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

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

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

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

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

The Contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, knowledgeable in the pertinent industry codes and standards, thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives.

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

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

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

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

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

See specification 2.013 for additional information.

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

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

1.508 Inspection of Work.

- a. The Contractor shall notify the City sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities, all at his own expense.
- b. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of the finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.

- c. Should it be considered necessary or advisable by the City any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendent's, general expenses and profit, shall be allowed the Contractor and he shall in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

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

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

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

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

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

1. Concrete surfaces of sidewalks, paving, slab on grade and other related concrete work shall be smooth and constructed to the elevations as shown on the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before work is to begin. The Contractor shall notify the Engineer 72 hours before any work is to begin which will involve concrete finishing.

2. Lines and grades of all pipes, conduits, casing, grading, etc. shall be constructed according to the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before any pipeline, conduit installation, casing installation, or grading begins.

SECTION 1-6 - CONTROL OF MATERIALS.

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

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

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

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

Except as otherwise prescribed by the terms of any special guarantees required by the contract documents, the guarantee period shall begin on the date of formal acceptance by the City 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. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the

electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

1.702 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. Pursuant to the Title VI Non-Discrimination Program of the City of Hastings Contractor agrees to comply with the provisions set forth by CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are as follows:

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

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

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

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

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

1.703 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 extend that such provisions are not in conflict with applicable local laws. The Contractor shall comply with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices. The Contractor shall install plastic fence on open holes when directed by the Inspector. The Contractor shall wear hard hats and safety glasses at all times on the construction site.
- b. The Contractor shall maintain an accurate record all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

- c. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

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

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

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

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

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

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 |

Contractor’s Pollution Liability. Not applicable on this project.

Riggers Liability. Not applicable on this project

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

| | |
|--------------------|---------------------------|
| Limit of Liability | \$1,000,000 each accident |
|--------------------|---------------------------|

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

Professional Liability. Not applicable on this project

Transportation Insurance. Not applicable on this project

Proof of Carriage of Insurance. Not applicable on this project

Property Insurance (Builder’s Risk). Not applicable on this project

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

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

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

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

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

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

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

Contractor shall exercise particular care at all times to avoid damage to any of City of Hastings Utilities Department's 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.

1.710 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.

1.711 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.

1.712 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.

1.713 Care of Work.

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

SECTION 1-8 - EXECUTION AND PROGRESS

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

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

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

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

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

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

1.805 Temporary Suspension of Work. Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer pending settlement or disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work shall be given by the Engineer. When the conditions causing suspension no longer exist, such written notice shall be given to the Contractor by the Engineer. Promptly after such written notice, the Contractor shall resume prosecution of the work as provided in Article 1.802.

1.806 Liquidated Damages. Not applicable on this project

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.

SECTION 2 ADDITIONAL PROVISIONS

SECTION 2-0 – GENERAL PROVISIONS

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 Liquidated Damages. Not applicable to this project.

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

2.004 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.

2.005 Street Closing. In the event it is deemed necessary for the Contractor to close any streets during the execution of his 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, and City Engineer Departments.

2.006 Dust Control. The Contractor shall be required to keep dusty conditions, caused by his operations, from being a source of complaint by adjacent property owners by watering down his 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.

SECTION 2 ADDITIONAL PROVISIONS

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 from City of Hastings.

The Contractor will be required to reimburse the public for any damage to trees which is not authorized by the 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 the City of Hastings Utilities Department immediately and remain on worksite to demonstrate what has taken place to City of Hastings 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 Backfill. The Contractor shall be responsible for all backfill and compaction. Bellhole and trenchlines that have settled will be the responsibility of the contractor to repair. Refer to appropriate sections within the contract documents.

2.010 Reseeding Lawns & Terraces (Bluegrass Reseed). The Contractor shall be responsible for repair of construction site to fine grading. Terrace reseeding shall be done by Contractor with "May Park" brand or equal seed consisting of a minimum of 70% blue and 30% other grasses and shall be applied at a rate of 2 ½ lbs. minimum per 1000 square feet. Damaged area shall be leveled out to match existing grade conditions and raked to provide suitable bedding for seeding. All unsuitable material shall be removed such as rock, broken concrete, etc. Fertilizer is also to be furnished and applied by Contractor. Fertilizer shall be 12-6-6 and applied at rate of 4 lbs. per 1000 sq. ft.

2.010A Reseeding State Highway Right-of-Way. Seeding of public right-of-ways as noted on the plan and with Section 801 and 803, of the State of Nebraska Department of Roads 1985 (or current revision) Standard Specifications for Highway construction. The seeding mixtures shall be as follows:

| <u>Public Right-of-Way</u> | <u>Seeding Rate</u> | <u>Minimum Purity%</u> |
|---------------------------------|---------------------|------------------------|
| Intermediate Wheatgrass – Slate | 4.0 PLS/Acre | 85 |
| Western Wheatgrass – Flintlock | 3.0 PLS/Acre | 85 |
| Canary Reed Grass – Minn, NE | 1.0 PLS/Acre | 90 |
| Little Bluestem – Blaze, Camper | 4.0 PLS/Acre | 45 |
| Switchgrass – Pathfinder | 2.0 PLS/Acre | 90 |
| Hairy Vetch – 2x Inoculation | 3.0 :LS/Acre | 90 |
| Sweetclover – 2x Inoculation | <u>1.0 PLS/Acre</u> | 90 |
| | 18.0 PLS/Acre | |

SECTION 2 ADDITIONAL PROVISIONS

The seeding must be drilled or hydro seeded. Provide purity certificate and weight tickets for all seed installed. All right-of-way seeding shall include mulch and crop cover (see 2.010C and 2.010D). If situations arise or conditions change that it is impractical to seed, the Contractor may make arrangements satisfactory to Hastings Utilities to delay such action. This will be a negotiable item and determined at the time of condition. In the event that an area is seeded and lost because of certain conditions, i.e. heavy rain, lack of initial care, etc., it will have to be redone by the Contractor.

Damaged area shall be leveled out to match existing grade conditions and raked to provide suitable bedding for seeding. All unsuitable material shall be removed such as rock, broken concrete, etc. No seeding will take place until the grading and site preparation have been approved by the Engineer. No seeding will take place after October 1, unless approved by the Engineer.

2.010B Reseeding County Right-of-Way.

COUNTY ROAD DITCH

| <u>City-County NRD Rural Mix</u> | <u>% of Mix</u> | <u>Purity</u> |
|----------------------------------|-----------------|---------------|
| Seed Oats | 46% | 90% |
| Tall Fescue | 23% | 85% |
| Smooth Brome | 23% | 80% |

Apply at a Rate of 50 Lbs./Acre

The seeding must be drilled or hydro seeded. Provide purity certificate and weight tickets for all seed installed. All right-of-way seeding shall include mulch cover (see 2.010C). If situations arise or conditions change that it is impractical to seed, the Contractor may make arrangements satisfactory to Hastings Utilities to delay such action. This will be a negotiable item and determined at the time of condition. In the event that an area is seeded and lost because of certain conditions, i.e. heavy rain, lack of initial care, etc., it will have to be redone by the Contractor.

Damaged area shall be leveled out to match existing grade conditions and raked to provide suitable bedding for seeding. All unsuitable material shall be removed such as rock, broken concrete, etc. No seeding will take place until the grading and site preparation have been approved by the Engineer. No seeding will take place after October 1, unless approved by the Engineer.

2.010C Hastings Pollinator Seed Mix. Not applicable to this project.

2.010C Mulch. Straw mulch will be applied at a rate of 2 ¼ tons/acre or with prairie hay at a rate of two (2) tons/acre. Weight tickets shall be provided for all mulch installed.

2.010D Cover Crop. A cover crop of oats will be applied at a rate of 10 lbs./acre for all seeded areas in state right-of-ways. Weight tickets shall be provided for all seed installed.

SECTION 2 ADDITIONAL PROVISIONS

2.010E. Sodding. Not applicable to this project.

2.010F. Seeding & Sodding Summary:

Reseeding lawns and terraces: Bluegrass seed and mulch.

Reseeding ROW: ROW Seed mix, mulch, cover crop.

Sodding: Not Applicable

2.010G Crop Ground Tillage. Whenever construction of utilities impact farm ground, the Contractor shall repair all damaged areas to original grade insuring proper drainage to accommodate irrigation systems. The soil surface shall consist of a minimum of 12" of black dirt. The seed bed shall be prepared by chiseling to a depth of 12", then disking to remove clods and then final harrowing.

No additional monies will be provided for this work item. Any costs associated with this work effort shall be considered subsidiary to the installation of the utility installed.

2.010H Fertilizer. Prior to commencing seeding operations, the Contractor shall confer with the Engineer on the need for fertilizer. The application of fertilizer will be compensated via change order for a mutually agreed amount and quantity. Weight tickets shall be provided for all fertilizer installed.

2.011 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.

2.012 Working Hours. Normal working hours will be considered to be from 8:00 a.m. to 5:00 p.m., Monday through Friday (except all holidays). 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.

2.013 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.

2.014 Concrete. Removal and replacement of concrete sidewalk is necessary in three locations on this project. Removal of a sidewalk slab(s) or cutting a slab with a concrete saw to be removed will be necessary to provide for proper positioning of PVC stubs. Once the stubs are in place, the area to be compacted and poured with new concrete to match pre removal condition. Limits of concrete removed will be designated by the Engineer.

SECTION 2 ADDITIONAL PROVISIONS

All concrete being used to replace existing concrete shall be Portland Cement with requirements meeting the standard specifications as set forth in State of Nebraska Department of Roads 1985 (or current revision) standard specification for highway construction, and also, City of Hastings, Hastings, Nebraska, current specifications for Portland Cement Concrete Pavement.

Concrete Thickness and Strength Schedule

| <u>Concrete Use:</u> | <u>Concrete Class</u> | <u>Thickness</u> | <u>Minimum Strength</u> | |
|----------------------|-----------------------|------------------|-------------------------|----------------|
| | | | <u>7 Days</u> | <u>28 Days</u> |
| Sidewalk | ABX | 4" min | 2000 | 3000 |

2.015 Asphalt Concrete Paving, Patching. Not applicable to this project.

2.016 Gravel, Rock Replacement. Contractor to replace gravel and rock in areas where existing on job site that have been removed or disturbed by work entailed in contract or disturbed by contractor for his convenience by his contractor methods. Applications rate shall be determined on job site and to satisfaction of Hastings Utilities engineer and/or inspector.

The following application rates shall be used unless otherwise directed and/or noted on the drawings.

| <u>Location</u> | <u>Quantity</u> |
|--------------------------|--|
| Graveled County Roadways | 3" Nominal thickness + 24 feet wide |
| Graveled City Streets | 3" Nominal thickness + 24 feet wide |
| Graveled Driveways | 3" Nominal thickness + width of driveway |
| Limestone Driveways | 3" Nominal thickness + width of driveway |
| Railroad Right of Way | Restore thickness as found, if required |

2.017 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.

2.018 Existing Sprinkler Systems. Contractor shall be responsible for the repair of existing lawn sprinkler systems disturbed by the construction of utilities. The property owner shall be responsible to show, if possible, the location of the underground line and size as well as sprinkler 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 prior to installation of new water main.

SECTION 2 ADDITIONAL PROVISIONS

2.019 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.

2.020 Construction Progress Meetings. Construction progress meetings will be held as necessary, but will not be a scheduled meeting. Coordination, communication, and scheduling will be discussed at the preconstruction conference. See item 2.025 below.

2.021 Public Information Meeting. Not applicable to this project.

2.022 Filming Job Site Before Construction. Not applicable to this project.

2.023 Contractor - Work Location. Contractor will be required to finish work on each project before moving to another project or have personnel enough to maintain crews on both job sites.

2.024 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.

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

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

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

- a. Work by others. Coordination of work to be performed by subcontractors and other contractors performing work related to this project.

SECTION 2 ADDITIONAL PROVISIONS

- b. Availability of land. The site and use of adjacent land shall be reviewed.
- 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 his representatives. When all aspects of this project, as described within these documents have been met, the Contractor may submit for final payment.
- h. Communication Methods, Scheduling, Coordination. The City and Contractor shall discuss the preferred methods of communication, roles and responsibilities, project schedule updating methods, and items requiring coordination.
- i. Shop drawings, submittals. The required list of submittals shall be reviewed.

2.026 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.

2.027 Hard Surface Replacement. Not applicable to this project.

2.028 Relaying Driveway Culvert Pipe. Not applicable to this project.

2.029 Operations of the Contractor. The Contractor shall confine his 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 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.

All seeding and sodding required to restore easements, right-of-way, or City secured temporary work areas will be City's responsibility. The Contractor must re-establish original grade and re-

SECTION 2 ADDITIONAL PROVISIONS

spread topsoil, when applicable, in these work areas. 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.

2.030 General Public Safety. Security fencing must be placed two feet (2') from the edge of any open excavation. Fencing shall consist of four foot (4') high orange woven safety fence (snow fence) secured by steel T posts. All excavations next to a street, or in a street, must the latest revisions of the Manual for Uniform Traffic Control Devices and City of Hastings Requirements.

HU 2025-74 NEW UNDERGROUND CONDUIT FROM CRANE AVENUE SUBSTATION TO DON HENRY SUBSTATION

SECTION 3-1 SCOPE OF WORK

The work covered by this section consists of furnishing all materials, labor, plan, equipment, and performing all operations necessary to construct and complete duct installation for fiber optic communication lines in strict accordance with these specifications, the applicable drawings, and subject to the terms and conditions of the contract.

SECTION 3-2 MATERIALS

3.201 Communication Conduit Lines (Supplied by Contractor)

All communication ducts are to be constructed of 1 ¼" nominal duct size as shown in the drawings, smooth walled ID/OD, SDR 13.5, orange colored, high-density polyethylene (HDPE) conduit. HDPE conduit must be manufactured to NEMA TC-7 and must be ETL listed to UL651 in compliance with the NEC.

See Appendix A for Construction Drawings.

3.203 Vault Assembly (Supplied by Contractor)

Vaults for use as a splice box, pull box, equipment enclosure, or for any application requiring easy access to an underground service. Assemblies are stackable for increased depth and straight sides for easy adjustment of vault to grade. Vaults shall be rectangular. Drain rock installed within the vaults shall be white in color, approximately 1" in size, and will be furnished by the contractor. The following specifications are to be met to ensure enclosure integrity.

- 1) Must meet Application Tier 22 minimum
- 2) UL listed to meet ANSI 77 Requirements
- 3) Size requirements:
 - a) Width: ±30"
 - b) Length: ±48"
 - c) Depth: ±36"
 - d) Load Rating: Tier 22
 - e) Cover to be Tier 22 rating, two-piece design and bolted for security

3.204 Tracer Wire and Test Stations (Supplied by Contractor)

A tracer wire will be buried alongside the conduit. Tracer wire to be 12-gauge CCS extra high strength with 45 mil HDPE insulation. Inside each vault, tracer wires from all conduit runs are to be spliced together with a test station wire. The test station wire is then routed out the underside of the vault to a flush mount test station at grade level. Test station to be located diagonally ±24" off the Northeast corner of the vault. Test stations shall be a Rhino Markers Hideout flush mount test station, or equivalent. Test station shall have an orange-colored lockable lid, telescoping terminal board, and flush mount. The wire shall be continuous and un-spliced from vault to vault. An orange warning tape, supplied by contractor, shall be buried above the conduit in all trenched areas.

3.206 Anodes (Supplied by Contractor)

A 5 lb magnesium bag anode will be installed at each test station location.

At the conclusion of the project, Contractor and City representative to check each test station for wiring completion and continuity.

3.207 Mechanical Couplings (Supplied by Contractor)

Where manufactured fiberglass sweeps are required or necessary, a mechanical transition coupling, Dura-Line Shur-Lock II or equivalent, should be utilized to make the connection between HDPE and fiberglass elbows. Contractor to utilize this coupling for HDPE-to-HDPE joints if butt fusion is not utilized. The fittings shall be UL listed, approved for both material types and wall thickness, approved

HU 2025-74 NEW UNDERGROUND CONDUIT FROM CRANE AVENUE SUBSTATION TO DON HENRY SUBSTATION

for direct burial, providing an air and watertight connection. Mechanical couplings are not to be used in any HDD pullback section. Contractor to ensure tie-in locations are flat and straight prior to backfill to reduce installation issues.

3.208 Miscellaneous Components (Supplied by Contractor)

All required materials and components essential to this project not specifically outlined above. This includes but is not limited to hardware, fittings, fasteners, bushings etc.

SECTION 3-3 CONSTRUCTION METHODS

3.301 Working Space

The Contractor shall review the construction site and access points to verify there is sufficient room for the drill rig and auxiliary equipment, vehicles, and trailers, at both ends of the bore. Should additional temporary work space or access be required, the contractor should notify the City of Hastings in their proposal. The drill rig sites, and any open trench locations shall have one (1) foot of topsoil stripped and stockpiled at worksite prior to work commencing. The topsoil bank locations shall not be placed where drainage will be affected. At the conclusion of the work, the topsoil shall be replaced and leveled. Re-seeding will be Contractor's responsibility. The project route is entirely in City of Hastings' easements or right-of-way. The City is securing temporary access points where required. The Contractor will need to clear and grade access roads, within City property, and may require crop removal in some instances. The finalized access routes, and their associated boundaries, will be communicated to the Contractor during the pre-construction meeting.

3.302 Horizontal Directional Drilling

Horizontal Directional Drilling (HDD) will be the primary method of installation on this project and shall be in accordance with the following:

- 1) Should it be determined that an isolated location is not conducive to the use of HDD, conventional open trenching will be permitted in these locations with prior City of Hastings representative approval.
- 2) The Contractor shall properly dispose of all drilling fluids at an offsite location. The location of an appropriate disposal area, consistent with local regulations, shall be the Contractor's responsibility.
- 3) Any drilling fluid used will be comprised of non-hazardous materials.
- 4) Noise levels associated with smaller HDD rigs are generally not excessive. However, City of Hastings will require the Contractor to receive City of Hastings approval for non-typical work hours near residential buildings.
- 5) City of Hastings has not performed soil investigations for this specific project. Based on previous installations, City of Hastings does not anticipate problematic soils. The Contractor, based on their best judgement, shall determine and include, if necessary, additional soil investigation into their schedule and proposal.
- 6) Any deviations from centerline approaching twelve (12) inches, the Contractor will notify and get approval from City of Hastings representative prior to proceeding.
- 7) When pulled from the bore hole, the pull head shall be pulled out a minimum length beyond the total length of the pull. The Contractor will allow the pipe to recover overnight before completing final cuts.
- 8) After pulling through the bore hole, the exposed piping shall be inspected for ovality, flattening, scratching, or gouging. Should the conduit appear to have damage, the Contractor and City of Hastings representative will discuss options and acceptance levels. Any scratches or gouges deeper than 10% or flattening/ovality more than 20% shall be cause for immediate further investigation.

HU 2025-74 NEW UNDERGROUND CONDUIT FROM CRANE AVENUE SUBSTATION TO DON HENRY SUBSTATION

9) On this project, test mandrel runs will not be required but are permitted should the Contractor request final QC verification prior to City of Hastings conductor installation.

10) At the conclusion of each HDD section pull back, as-built data will be required. The City Engineer or Inspector will take the GPS coordinates at 100-foot intervals. The Contractor shall be required to provide the depth of cover at each location.

3.303 Excavation

The excavation shall be in accordance with the following:

1) The Contractor shall perform all excavation of whatever substances are encountered to the depth shown on the drawings or provide a minimum cover of four (4) feet over the top of the conduit. The Engineer shall have the right to limit the amount of trench that may be opened in advance of the line of work. All excavated materials not required for backfill shall be removed from the project by the Contractor. Banks of trenches shall be properly shored, sheeted, or braced. Trenches shall be of sufficient width to provide working space for proper laying and embedment.

2) All bell holes excavated shall have the proper amount of slope and proper means of ingress and egress per OSHA Standards (reference 29CFR Subpart P 1926.650). If it is necessary for personnel to enter the pipeline trench, then the trench shall also have the proper amount of slope and proper means of ingress and egress per OSHA Standards (reference 29CFR Subpart P 1926.650). City of Hastings assumes that all soils are "Type C" classification.

3) The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each section of pipe on undisturbed soil at every point along its entire length, except for portions of the pipe sections where it is necessary to excavate for bell holes.

4) The bottom of the ditch shall be free of loose rocks, clods and debris. The bottom of the ditch shall be graded to firmly support the pipe. Contractor shall remove all gravel, clods and loose rock from the bottom of the ditch prior to lowering in the pipeline.

5) Whenever wet or unstable soil that is incapable of properly supporting the pipe, as determined by the Engineer, is encountered in the trench bottom, such soil shall be removed to the depth and length determined by the Engineer, and the trench backfilled to grade with sand, gravel or other suitable material.

6) All grading in the vicinity of trench excavation shall be controlled to prevent surface water from flowing into the trench. Any water accumulating in the trench shall be removed by pumping or other approved method. Material excavated from the trenches shall be stacked in an orderly manner a sufficient distance back from edge of trenches to avoid overloading and preventing slides or cave-ins. Material unsuitable for backfilling shall be wasted by the Contractor as directed by the Engineer. Any unauthorized excavation below grade shall be backfilled at the Contractor's expense with suitable, well tamped material.

7) A minimum of one foot (1) of topsoil (unless otherwise noted on the plans) shall be removed in all areas covered by vegetation. This topsoil shall be stockpiled separately from the material removed from the remainder of the trench. After the pipe is installed and the trench backfilled to an elevation one foot (1') (300 mm), (unless otherwise noted on the plans) below grade, the topsoil shall be replaced and compacted as previously described.

8) Excavation will not be classified. Whatever material is encountered shall be excavated to the proper grades and if, in any locations, such material is not sufficient to provide a uniform, even bed for the pipe, the trench shall be excavated at least six inches (6") (150 mm) deeper than the grade at the bottom of the pipe and the space thus excavated shall be refilled with earth or sand and thoroughly compacted.

HU 2025-74 NEW UNDERGROUND CONDUIT FROM CRANE AVENUE SUBSTATION TO DON HENRY SUBSTATION

3.305 Backfill

Backfill shall conform to following:

- 1) All communication conduits shall be properly bedded with insitu soils unless otherwise directed due to poor soil or soil conditions. The Engineer shall instruct the Contractor in proper operation and fill material if conditions are deemed less than favorable. Insitu soils typically deemed satisfactory are local clay, silt loam, and sandy soils found in the Hastings area.
- 2) Conduits shall be bedded as shown on bedding detail I of the plans with six inches (6") lifts of soil to a point twelve inches (12") above the top of pipe. All hand tamping shall be strictly enforced. Upon bedding of pipe, fill may be introduced suitable to the type of method that will be used for compaction, i.e., roll compactor, hydraulic vibrator, etc. Lift thickness will be determined in field by inspector and job foreman, with a maximum loose lift thickness of 12" under streets.
- 3) No unsuitable material will be allowed in backfilling, i.e., rock, saturated soils, concrete, brick, mortar, vegetation, debris, grass, etc. Contractor will be required to remove such from job site and replace with adequate amount of approved material.
- 4) Any area found unstable because of plastic soils will have to be replaced by the Contractor with suitable material.
- 5) Water settling will not be permitted.
- 6) If proper compaction requires additional soil to be brought to the site by the Contractor, all expenses for this additional soil shall be considered subsidiary to the pipe installation.
- 7) Contractor shall return ditch elevations to preexisting elevations as shown on the plans. If it is determined after the construction is complete the Contractor has not done so, he will be required to return the ditch to original elevation at his cost.
- 8) The Contractor shall hand tamp around all enclosure boxes with hand tampers or pad tampers ("Jumper Jacks") to insure proper compaction.
- 9) In the event settlement of any backfill associated with the project is encountered, the Engineer shall notify the Contractor in writing to repair all defects, including settlement and associated street repair, if it is discovered within the three (3) year maintenance period. No extra monies will be paid for repairs caused by settlement of the backfill.

SECTION 3-5 PROJECT CONTROL AND SCHEDULING

3.501 Deviations

Deviations from the Specifications and Drawings cannot be made without the approval of the Company. Deviations that do not represent additional work to this Scope of Work shall be resolved at the Site and signed off on the set of "APPROVED FOR CONSTRUCTION" drawings kept up to date by the City of Hastings Representative with "AS BUILT" data. Any modification made to design or drawings without complying with this requirement shall be the responsibility of the Contractor.

3.502 Construction Supervision and Organization

The contractor shall have a qualified and experienced Construction Superintendent and supervisors on-site to supervise the Work. These personnel should have sufficient authority to perform the following:

- a) Assume responsibility for the Work of the Contractor and maintain field coordination between the contractor Site Representative and the City of Hastings Representative.
- b) Represent the contractor in matters related to the quality of the Work and construction practices.
- c) Represent the Contractor during monitoring and acceptance tests.

**APPENDIX A
CONSTRUCTION DRAWINGS**

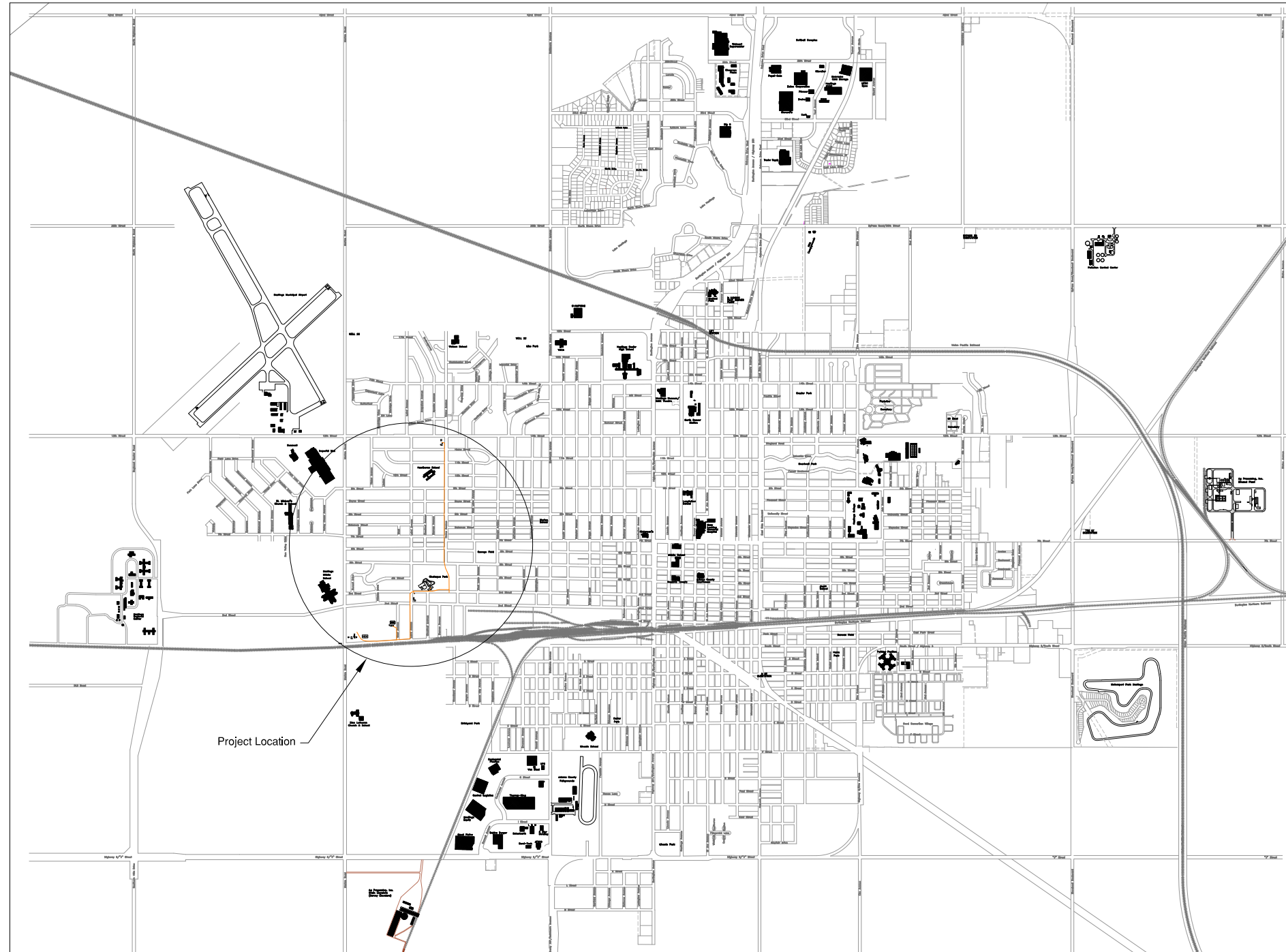
**INSTALL NEW UNDERGROUND CONDUIT FROM CRANE AVE SUBSTATION TO DON HENRY
SUBSTATION**

Contract No. HU 2025-74

| Item | Drawing Number | Description |
|-------------|-----------------------|---|
| 1 | F-007 SH 1 OF 10 | City Cover Page |
| 2 | F-007 SH 2 OF 10 | Detail Drawing Layout |
| 3 | F-007 SH 3 OF 10 | Well 8 and Vault 1 |
| 4 | F-007 SH 4 OF 10 | Vaults 2 & 3 |
| 5 | F-007 SH 5 OF 10 | Drilling Path Between Vaults 3 & 4 |
| 6 | F-007 SH 6 OF 10 | Vault 4 and Armory Building |
| 7 | F-007 SH 7 OF 10 | Vaults 5 & 6, Aquacourt Building and Well 6 |
| 8 | F-007 SH 8 OF 10 | Vault 7 |
| 9 | F-007 SH 9 OF 10 | Vault 8 and Peak Shaver Plant |
| 10 | F-007 SH 10 OF 10 | DHPC Feeder Pole |
| 11 | F-007 ONE LINE | Overall One-Line w/Details |

Crane Sub to Don Henry Fiber

CO-189 HU2025-74



CALL BEFORE YOU DIG
DIGGERS
HOTLINE
OF NEBRASKA
1-800-331-5666



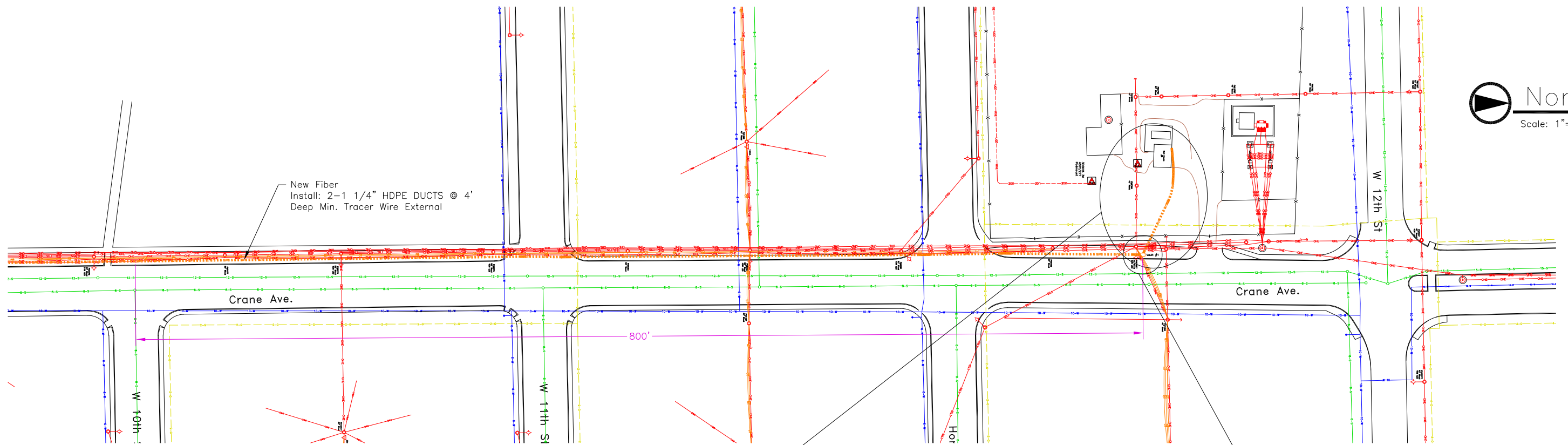
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| | | New Fiber Optic Line From Crane Substation to Don Henry Substation | | | |
| Hastings, Nebraska | | | | | |
| c:\s\Departments\Engineering\Shared\Communications\F-001-100\F-007 | | | | | |
| Desn | B. Tran | Sup't | J. Campbell | Ckd | No. |
| Drawn | B. Tran | W.O.No. | CO-189 | Ckd | F-007 |
| Date | 8-18-25 | Ret'ml No. | | App | Sheet 1 of 10 |

| No. | Revision | By | Date | Ckd | App |
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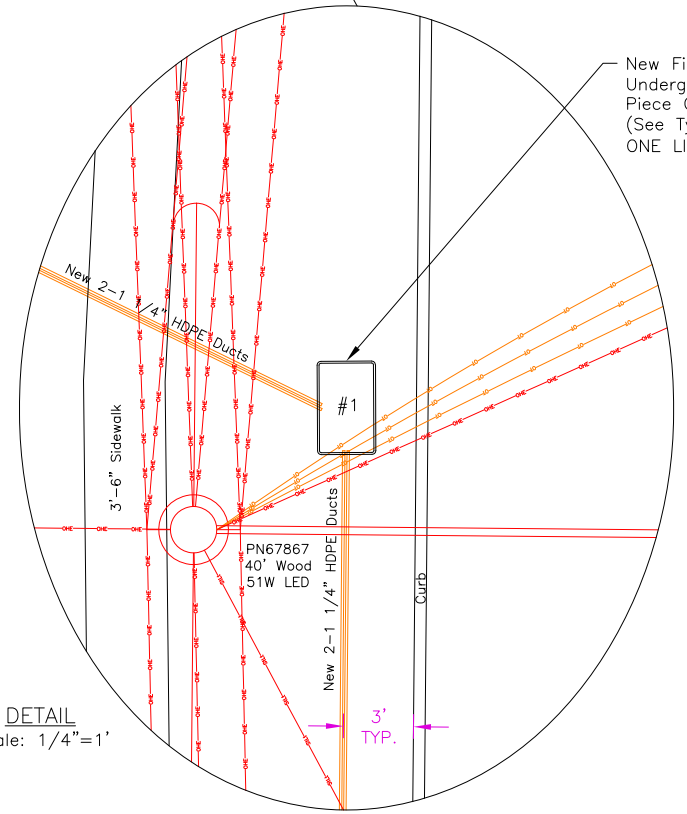
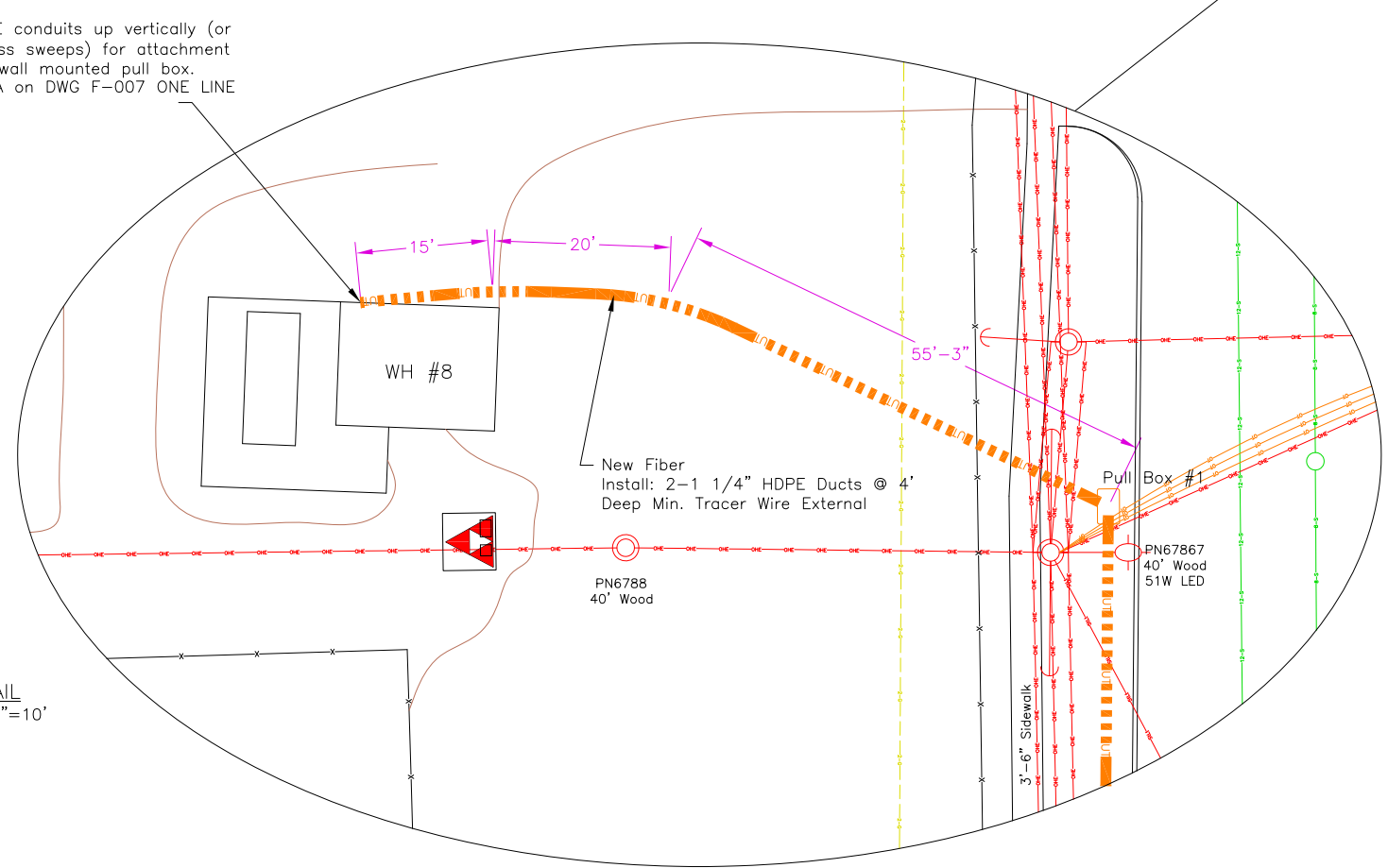


New Fiber Optic Line From
Crane Substation to Don
Henry Substation

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| Hastings, Nebraska | | | |
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| Dsn | B. Tran | Sup't. J. Campbell | Ckd |
| Date | 8-18-25 | Ret'l. No. CO-189 | App |
| | | | F-007 |
| | | | Sheet 2 of 10 |



At Well #8
Sweep HDPE conduits up vertically (or use fiberglass sweeps) for attachment to existing wall mounted pull box.
See Detail A on DWG F-007 ONE LINE



North Hall
Section 11
Township 7 North
Range 10 East

| | | | |
|---|---------|--|---------|
| | | New Fiber Optic Line From Crane Substation to Don Henry Substation | |
| | | Hastings, Nebraska | |
| <small>cofs\Departments\Engineering\Shared\Communications\F-001-100\F-007</small> | | | |
| Dsn | B. Tran | Sup't J. Campbell | Ckd No. |
| Drawn | B. Tran | W.O.No. CO-189 | Ckd |
| Date | 8-18-25 | Ret'ml No. | App |

| No. | Revision | By | Date | Ckd | App |
|-----|----------|----|------|-----|-----|
| | | | | | |
| | | | | | |



New Fiber
Install: 2-1 1/4" HDPE
Ducts @ 4' Deep Min.
Tracer Wire External

New Fiber
Install: 2-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

Crane Ave.

820'

280'

W 18th St

Boyce St.

W 16th St

W 10th St

New Fiber Pull Box 30"x48"x36" Min.
Underground Enclosure Must Have 2
Piece Cover With Label.
(See Typical Detail on DWG F-007
ONE LINE)

New Fiber Pull Box 30"x48"x36" Min.
Underground Enclosure Must Have 2
Piece Cover With Label.
(See Typical Detail on DWG F-007
ONE LINE)

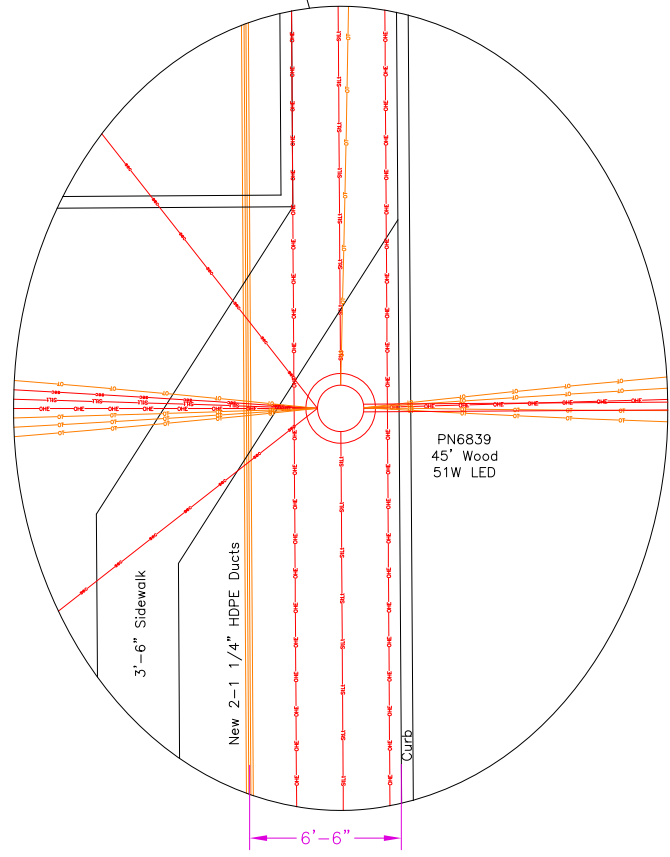
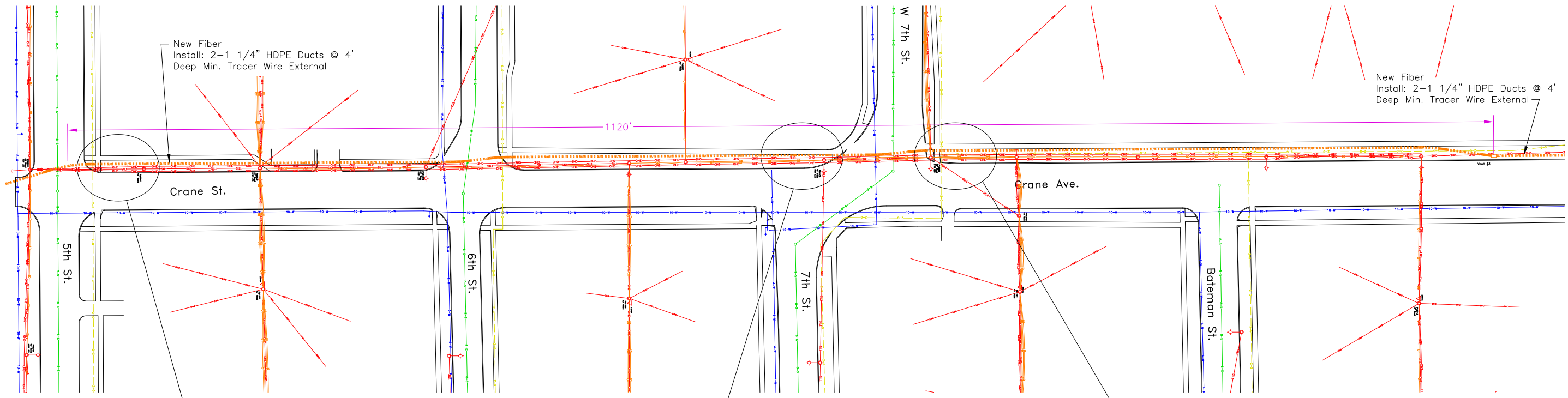


North Half
Section 11
Township 7 North
Range 10 East

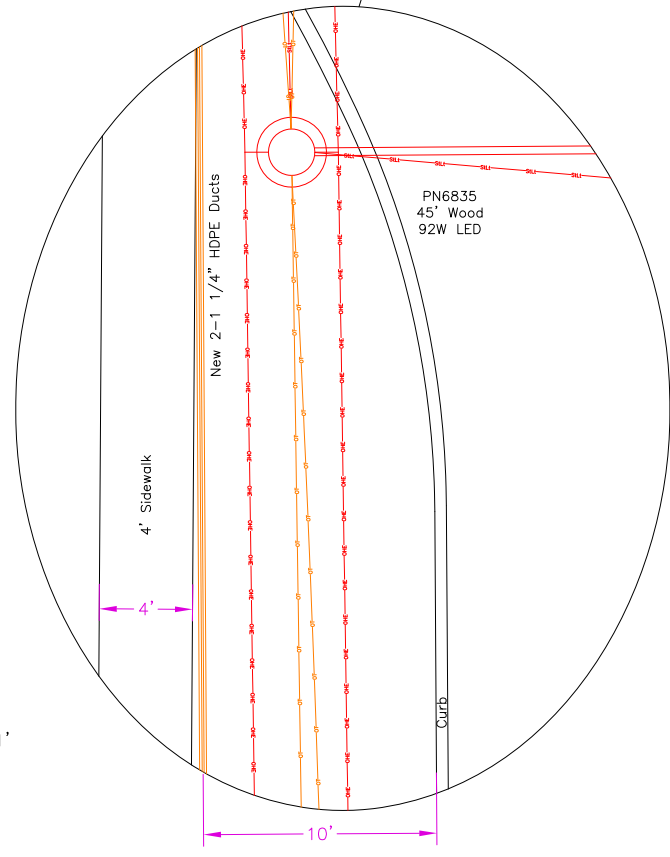


New Fiber Optic Line From
Crane Substation to Don
Henry Substation

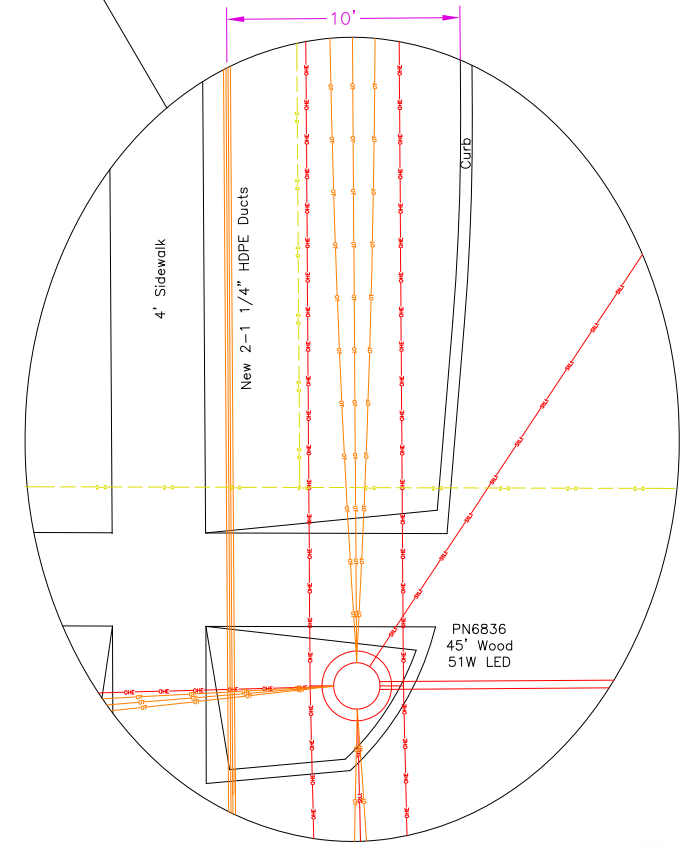
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| Hastings, Nebraska | | | | | | col's\Departments\Engineering\Shared\Communications\F-001-100\F-007 | | | | | |
| Dsn | B. Tran | Sup't | J. Campbell | Ckd | No. | Dsn | B. Tran | Sup't | J. Campbell | Ckd | No. |
| Drwn | B. Tran | W.O.No. | CO-189 | Ckd | | Date | 8-18-25 | Ret'mt No. | | App | F-007 |
| No. | Revision | By | Date | Ckd | App | Sheet 4 of 10 | | | | | |



DETAIL
Scale: 1/4"=1'



DETAIL
Scale: 1/4"=1'

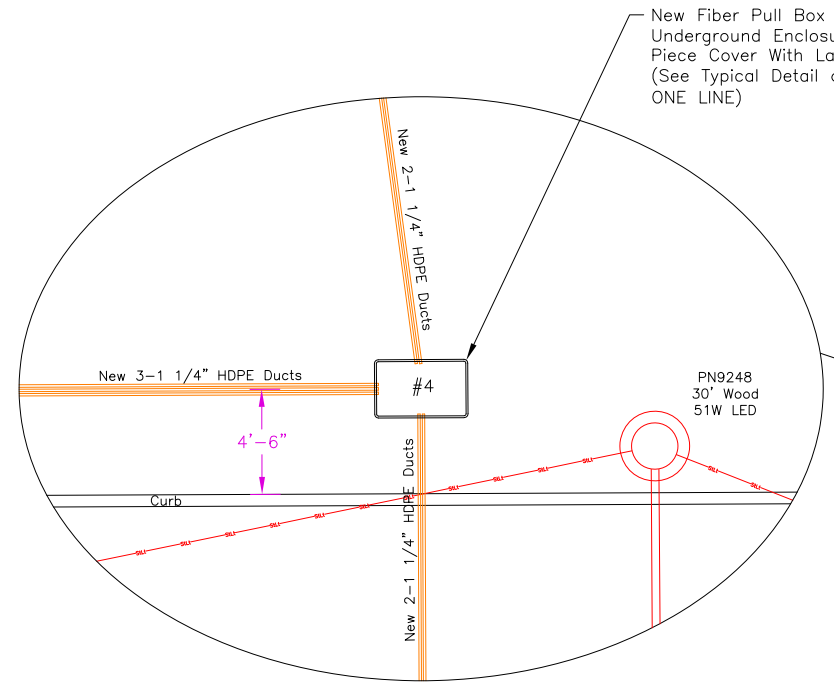
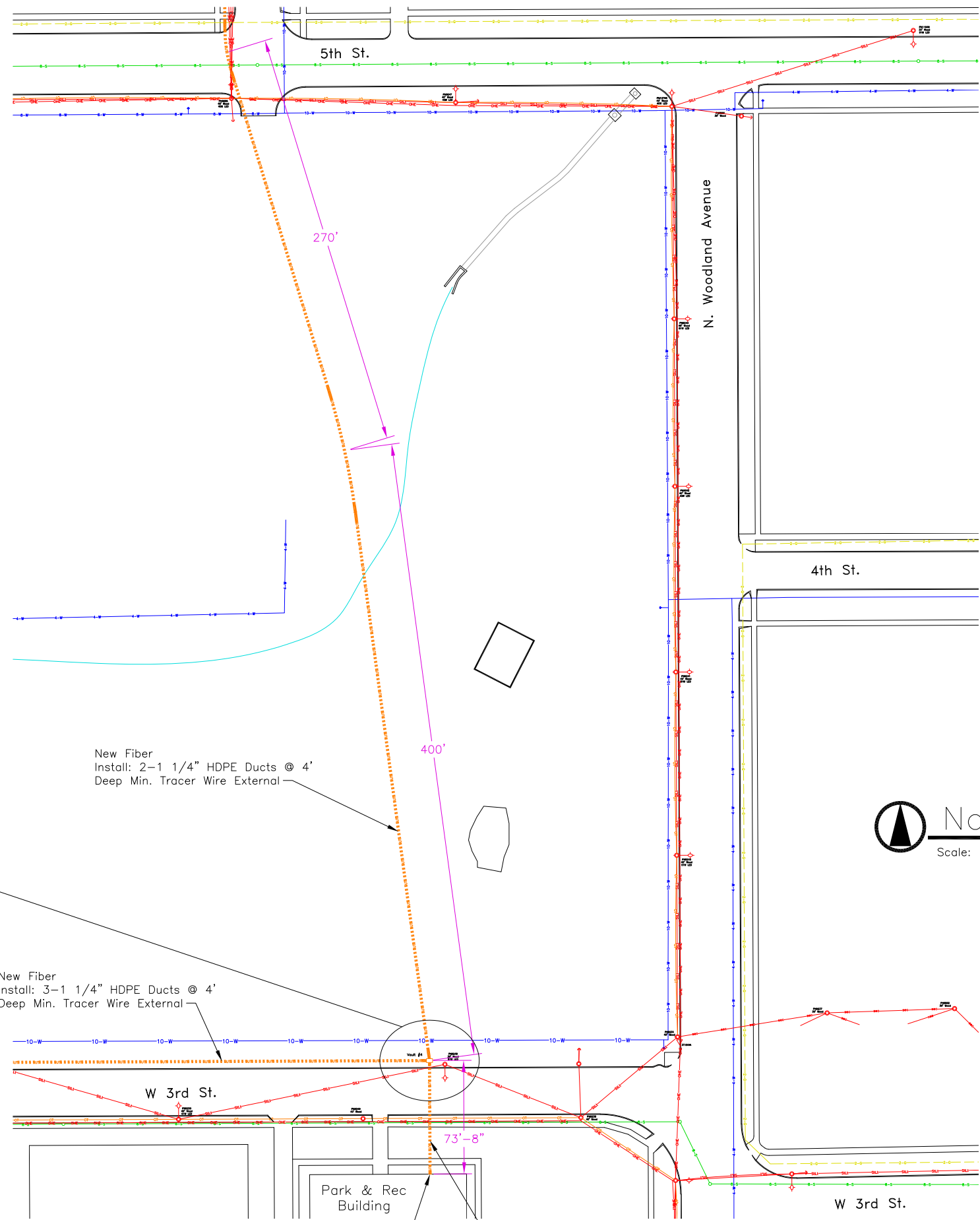


DETAIL
Scale: 1/4"=1'

North Half
Section 11
Township 7 South
Range 10 East

HASTINGS UTILITIES
Hastings, Nebraska
New Fiber Optic Line From Crane Substation to Don Henry Substation

| | | | | | |
|-------|---------|------------|-------------|-----|---------------|
| Desn | B. Tran | Sup't | J. Campbell | Ckd | No. |
| Drawn | B. Tran | W.O.No. | CO-189 | Ckd | F-007 |
| Date | 8-18-25 | Ret'ml No. | | App | Sheet 5 of 10 |



DETAIL
Scale: 1/4"=1'

New Fiber Pull Box 30"x48"x36" Min. Underground Enclosure Must Have 2 Piece Cover With Label. (See Typical Detail on DWG F-007 ONE LINE)

New Fiber
Install: 2-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

New Fiber
Install: 3-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

At Park & Recreation Building, Sweep HDPE conduits up vertically (or use fiberglass sweeps) for above ground termination. See Detail B on DWG F-007 ONE LINE

New Fiber
Install: 2-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External



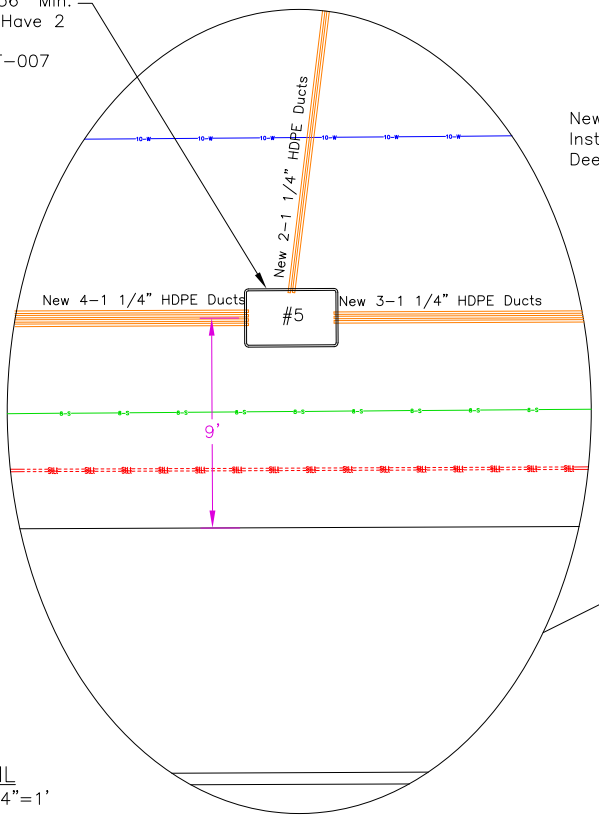
North Half
Section 11
Township 7 South
Range 10 East



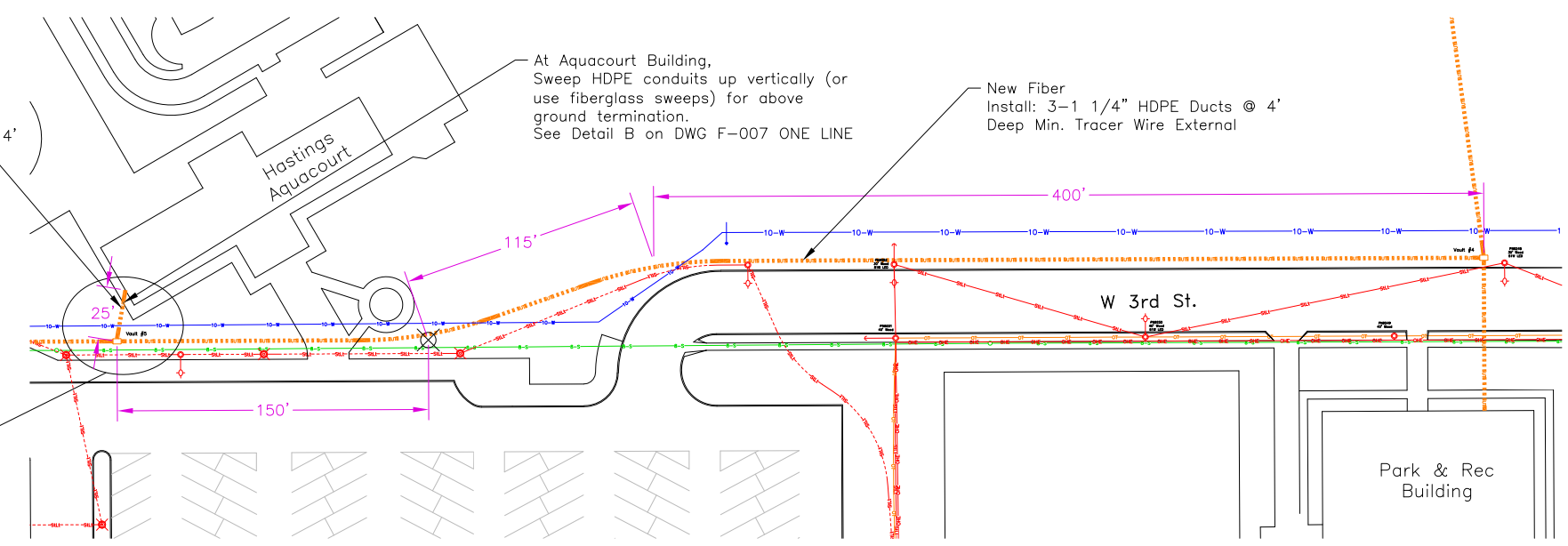
New Fiber Optic Line From Crane Substation to Don Henry Substation

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|--------------------|---------|--|-------------|
| Hastings, Nebraska | | c:\s\Departments\Engineering\Shared\Communications\F-001-100\F-007 | |
| Dsn | B. Tran | Sup't | J. Campbell |
| Drwn | B. Tran | W.O.No. | CO-189 |
| Date | 8-18-25 | Ret'ml No. | |
| No. Revision | | By Date Ckd App | |
| F-007 | | Sheet 6 of 10 | |

New Fiber Pull Box 30"x48"x36" Min. Underground Enclosure Must Have 2 Piece Cover With Label. (See Typical Detail on DWG F-007 ONE LINE)



New Fiber Install: 2-1 1/4" HDPE Ducts @ 4' Deep Min. Tracer Wire External



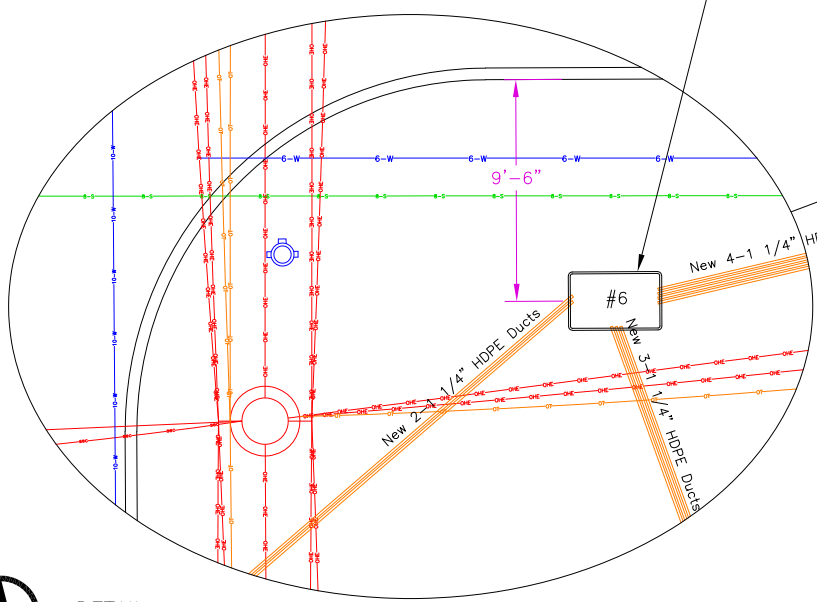
At Aquacourt Building, Sweep HDPE conduits up vertically (or use fiberglass sweeps) for above ground termination. See Detail B on DWG F-007 ONE LINE

New Fiber Install: 3-1 1/4" HDPE Ducts @ 4' Deep Min. Tracer Wire External



DETAIL Scale: 1/4"=1'

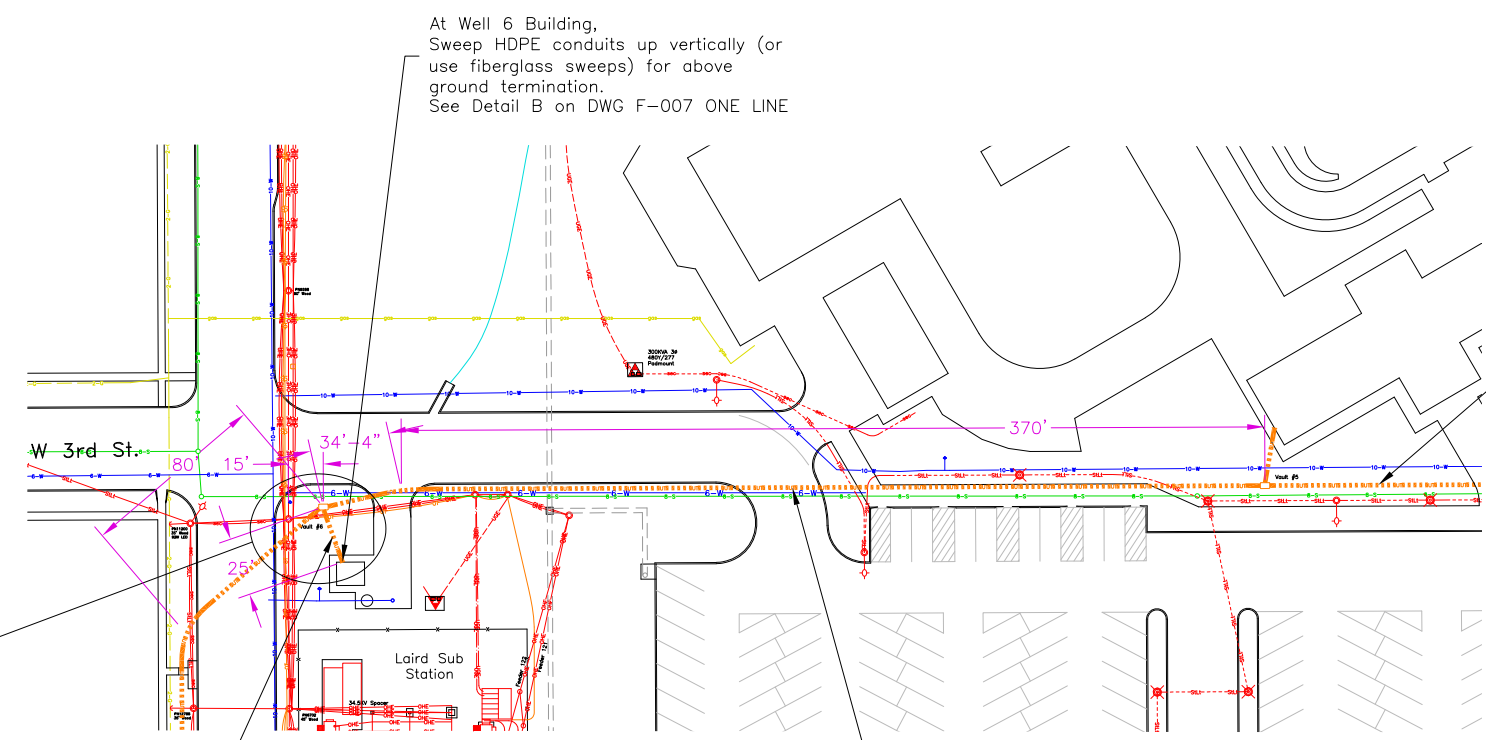
New Fiber Pull Box 30"x48"x36" Min. Underground Enclosure Must Have 2 Piece Cover With Label. (See Typical Detail on DWG F-007 ONE LINE)



New Fiber Install: 3-1 1/4" HDPE Ducts @ 4' Deep Min. Tracer Wire External

New Fiber Install: 4-1 1/4" HDPE Ducts @ 4' Deep Min. Tracer Wire External

New Fiber Install: 3-1 1/4" HDPE Ducts @ 4' Deep Min. Tracer Wire External



At Well 6 Building, Sweep HDPE conduits up vertically (or use fiberglass sweeps) for above ground termination. See Detail B on DWG F-007 ONE LINE



North Scale: 1"=40'

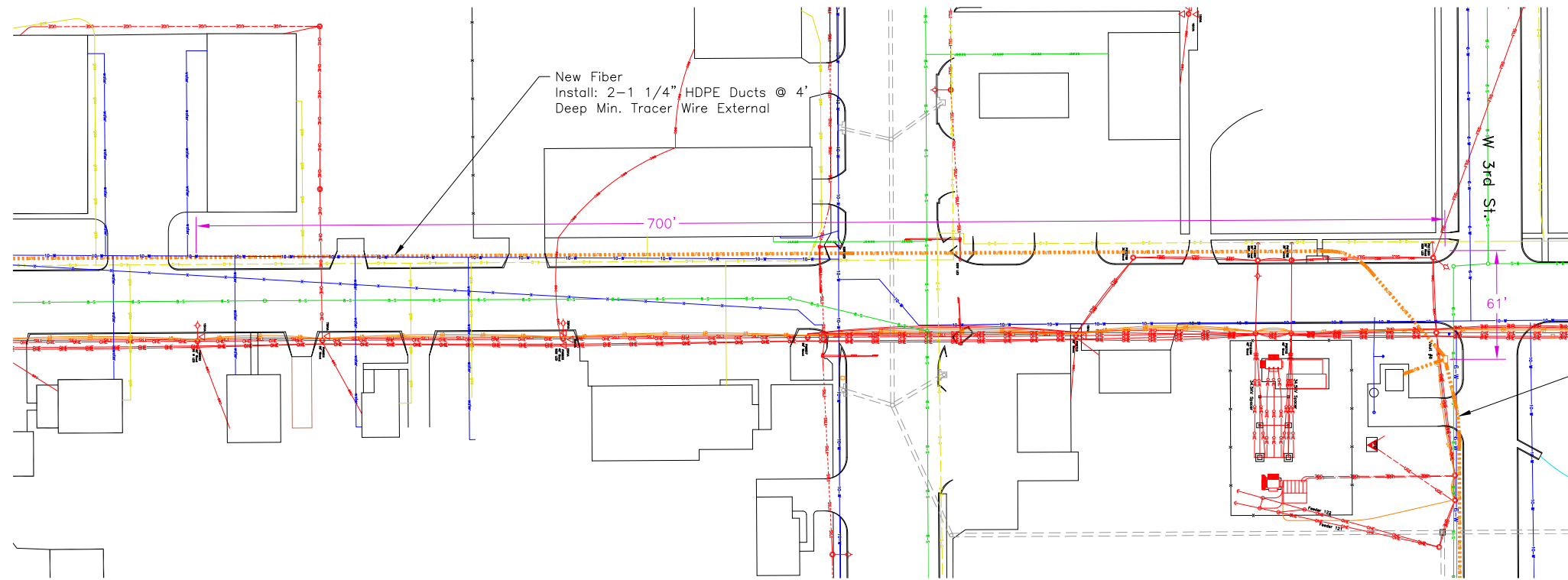
North Half Section 11 Township 7 South Range 10 West



New Fiber Optic Line From Crane Substation to Don Henry Substation

Hastings, Nebraska
c:\s\Departments\Engineering\Shared\Communications\F-001-100\F-007

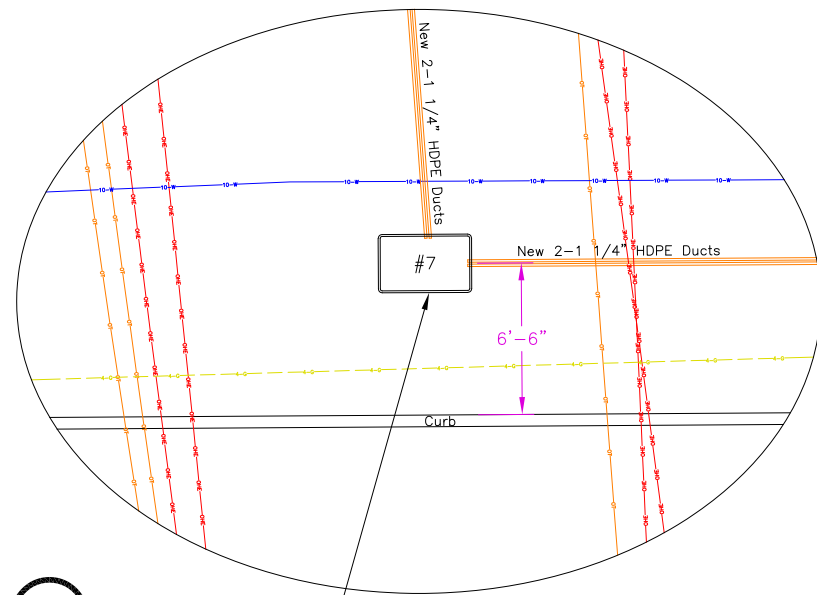
| | | | | | |
|-------|---------|---------|-------------|-----|---------------|
| Desn | B. Tran | Sup't | J. Campbell | Ckd | No. |
| Drawn | B. Tran | W.O.No. | CO-189 | Ckd | F-007 |
| Date | 8-18-25 | Ret'l | ml No. | App | Sheet 7 of 10 |



New Fiber
Install: 4-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

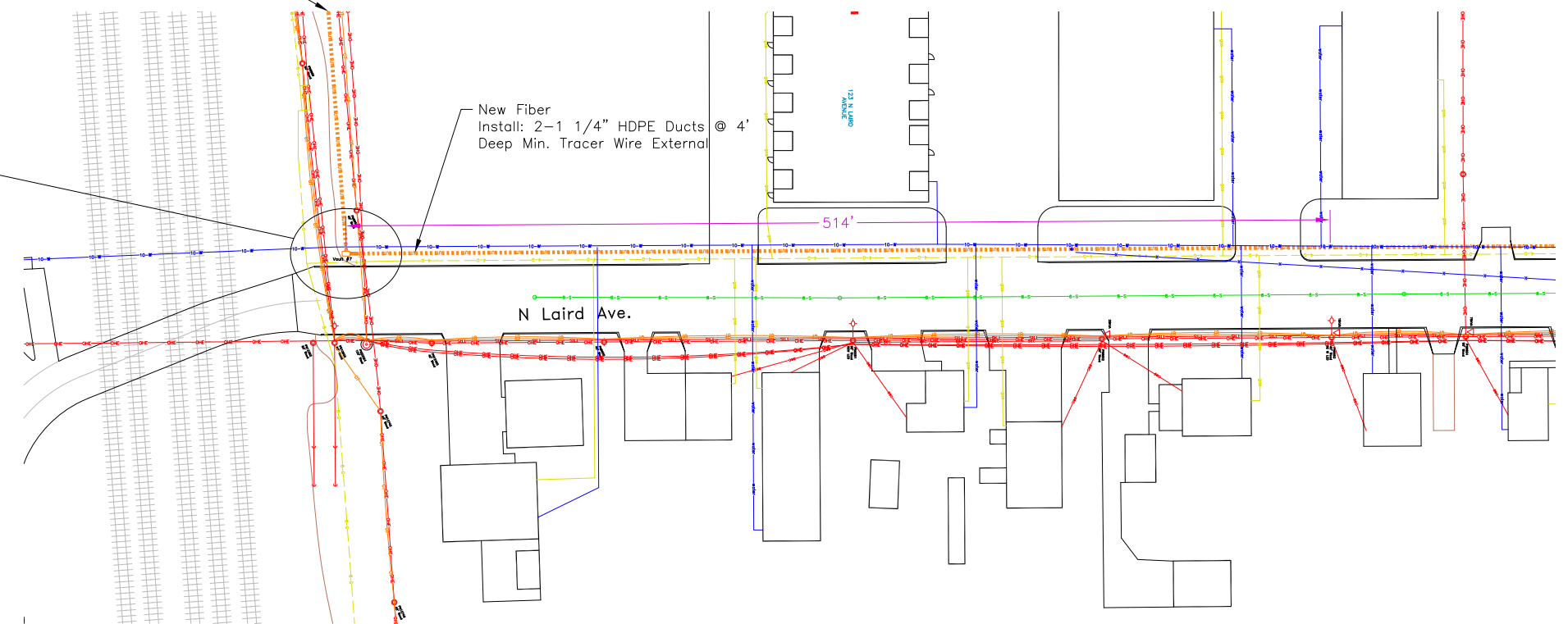
New Fiber
Install: 2-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

New Fiber
Install: 2-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External



DETAIL
Scale: 1/4"=1'

New Fiber Pull Box 30"x48"x36" Min.
Underground Enclosure Must Have 2
Piece Cover With Label.
(See Typical Detail on DWG F-007
ONE LINE)

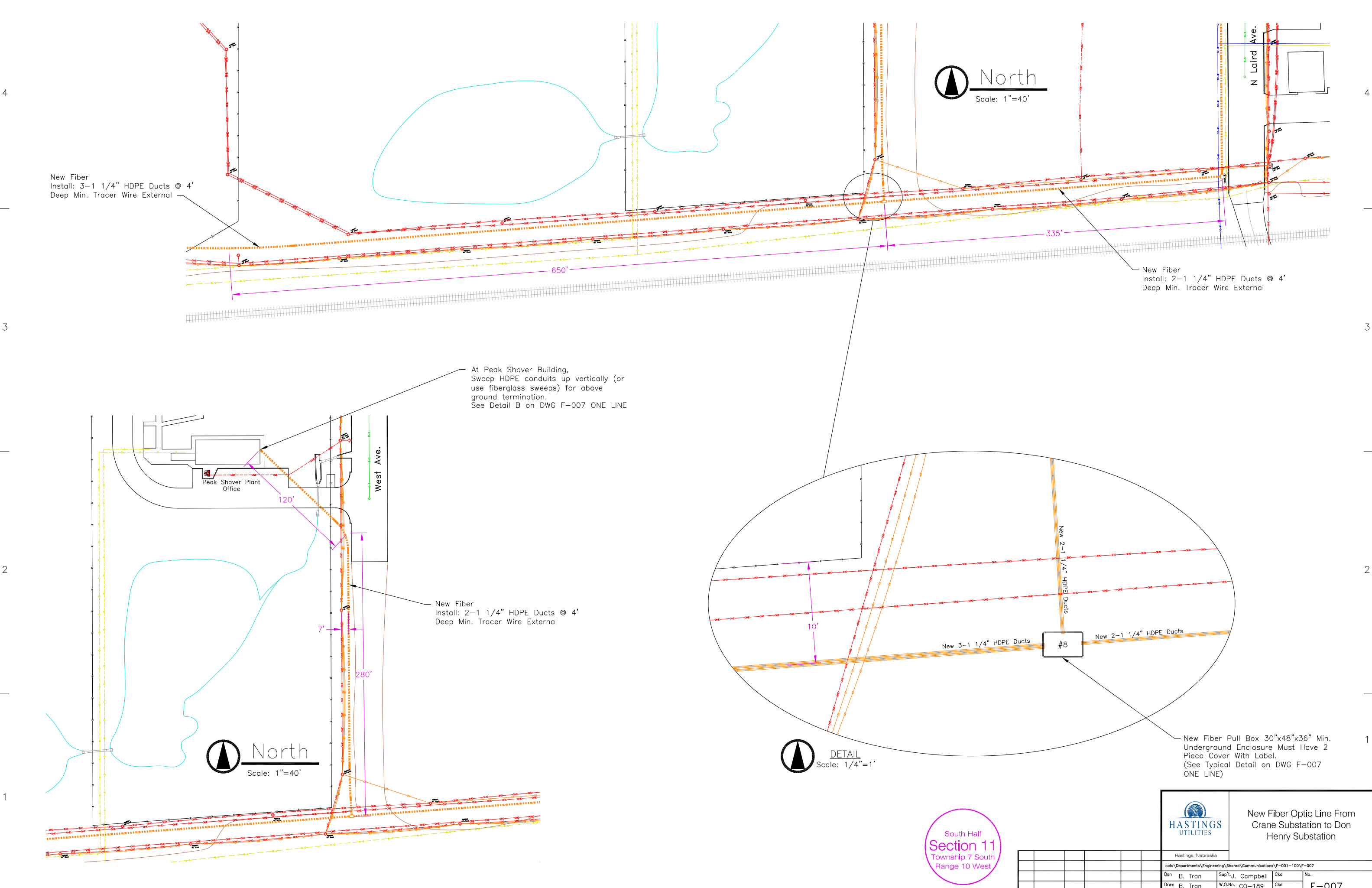


South Half
Section 11
Township 7 South
Range 10 West



| | | | |
|---|---------|--|-------------|
| | | New Fiber Optic Line From Crane Substation to Don Henry Substation | |
| | | Hastings, Nebraska | |
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| Dsn | B. Tran | Sup't | J. Campbell |
| Drwn | B. Tran | W.O.No. | CO-189 |
| Date | 8-18-25 | Ret'l ml No. | |
| Ckd | | App | |
| No. | | | |

| | | | | | |
|-----|----------|----|------|-----|-----|
| No. | Revision | By | Date | Ckd | App |
| | | | | | |



New Fiber
Install: 3-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

New Fiber
Install: 2-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

At Peak Shaver Building,
Sweep HDPE conduits up vertically (or
use fiberglass sweeps) for above
ground termination.
See Detail B on DWG F-007 ONE LINE

New Fiber
Install: 2-1 1/4" HDPE Ducts @ 4'
Deep Min. Tracer Wire External

North
Scale: 1"=40'

DETAIL
Scale: 1/4"=1'

South Half
Section 11
Township 7 South
Range 10 West



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| Date | 8-18-25 | Ret'ml No. | | App | Sheet 9 of 10 |

