

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

LAKEVIEW 11TH SUBDIVISION PAVING PROJECT

CH 2026-48

CITY OF HASTINGS

**Proposals Will Be Opened Promptly At
4:00 PM, Wednesday, August 12, 2026**

Bid Submitted By: _____

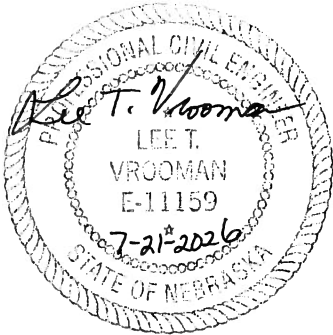
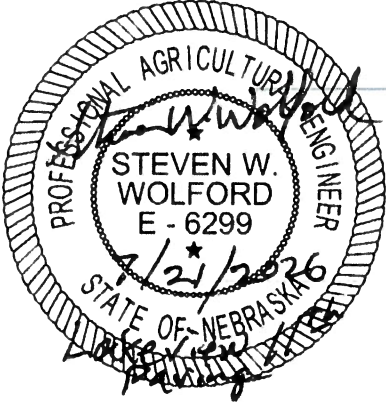


SEALS AND SIGNATURES

Owner: City of Hastings

Project Name : LAKEVIEW 11TH SUBDIVISION PAVING PROJECT

Contract: HU 2026-48

	The seal and signature to the left applies to: • Coordinating Professional
	The seal and signature to the left applies to the following specification divisions: Technical Specification • Division II – Site Work • Division III - Concrete

ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the **Lakeview 11th Subdivision Paving Project CH 2026-48** until 4:00 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Wednesday, August 12, 2026, at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Paving for Lakeview 11th Subdivision including 3,233 SY of 6" concrete street with integral curb in Hastings, Nebraska.** 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](https://www.cityofhastings.org/bids/) 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 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.

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 22nd day of July 2026.

CITY OF HASTINGS, NEBRASKA

Tyler Ficken, City Clerk

Publish:
July 24, 2026
July 31, 2026

Furnish 2 proofs of publication

IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Lee Vrooman – Director of Engineering
1228 N Denver Ave
Hastings, NE 68901
Ph# 402-462-3657
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

Renaë Griess
Engineering Admin Assistant
Ph# 402-462-3665
Email: bidquestions@cityofhastings.org

IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

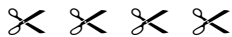
Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

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

Contract No: Lakeview 11th Subdivision Paving Project

CH 2026-46

Bid Opens: Wednesday, August 12, 2026 @ 4:00 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 4:00 pm deadline.

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.

**Proposal for
Lakeview 11th Subdivision Paving Project
Contract No. CH 2026-48**

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

Bid Opening: August 12, 2026 (Wednesday)
SEALED BIDS MUST BE RECEIVED BY 4:00 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, Material List, and all other parts of this document, do herein submit our proposal to furnish, install, and perform all tasks required to complete said project area(s) for the total costs. **THIS PROJECT IS SALES TAX EXEMPT.**

Activity	Schedule
Bid Opening date	August 12, 2026
Contract award date	August 24, 2026
Completion date	December 15, 2026
Earliest start date for grading, after crop harvested	September 1, 2026
Anticipated start date of paving	November 1, 2026 or when water/sewer construction is complete

SECTION A- Lakeview 11 th Subdivision – Paving Project					
Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization & Traffic Control	1	LS		
2	Earthwork - Cut=1105 CY, Fill=91 CY, Topsoil stripping = 1032 CY	1	LS		
3	Remove Existing Concrete Header	1	LS		
4	Erosion Control	1	LS		
5	Subgrade Preparation	3437	SY		
6	Construct 6" of 47B-3500 Concrete Street W/Integral Curb	3233	SY		
TOTAL				\$	
In Words					

**Proposal for
Lakeview 11th Subdivision Paving Project
Contract No. CH 2026-48**

Note: unit prices shall prevail in the case of potential mathematical discrepancies.

The undersigned bidder agrees to furnish the required performance bond and to enter into a contract within ten (10) days after acceptance of the Proposal and further agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements.

Desired Project Completion Date:

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

Contractor’s Earliest Start Date: _____

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. City of Hastings will award all bid sections to one contractor.

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

All bid documents, including proposals, bid bonds, subcontractor designation, etc., must be submitted with original signatures. No copies will be accepted.

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 4:00 PM DEADLINE

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and _____ 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 **Lakeview 11th Subdivision Paving Project CH 2026-48.**

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

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

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

CITY OF HASTINGS
Party of the First Part

By: _____

Date: _____

ATTEST:

City Clerk

CONTRACTOR
Party of the Second Part

SEAL

By: _____

Title: _____

Date: _____

APPROVED TO FORM:

City Attorney

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

sued on thereby in the name of any such party claiming the benefit hereof, then this obligation shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in full force and effect for the full guarantee period provided in the specifications contained herein.

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

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

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

This Bond is executed in triplicate counterparts.

	_____	Principal
(SEAL)	_____	Street Address
_____	_____	City, State, Zip
Witness	_____	Name of Person Executing
	_____	Surety
ATTEST:	_____	
_____	By: _____	
_____	Title: _____	

Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name			Name		
Legal Name					
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

Check Type of Certificate

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

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

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

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

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

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

Description of Product Sold, Leased, or Rented

of _____

My Nebraska Sales Tax ID Number is 01-_____.

If none, state the reason _____,
or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (See the list of Exemption Categories and corresponding numbers on reverse side).

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

Description of Property or Service Purchased

Intended Use of Property or Service Purchased

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

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

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? ☐ Yes ☐ No	Was item depreciable? ☐ Yes ☐ No
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Section C—For Contractors Only

1. Purchase of building materials or fixtures.

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

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

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

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

**sign
here** ➤

Authorized Signature

Title

Date

Authorized Signature Name (please print)

**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.
Sellers cannot accept incomplete certificates.**

The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.
revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

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

Contractors. Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

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

Fully Completed Resale or Exempt Sale Certificate. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

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

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

Exemption Categories

(Insert appropriate number from the list below in Section B)

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

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

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

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

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

FORM
17

Section A – Purchasing Agent Appointment

Name and Address of Contractor			Name and Address of Exempt Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date (See instructions)		
Street Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		

Provide the contract name, number, and a description of the project.

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

**sign
here** ▶

Authorized Signature of Exempt Governmental Unit or Exempt Organization

Title

Date

Section B — Delegation of Contractor's Authority A contractor can delegate its authority to its subcontractor.

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

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

**sign
here** ▶

Signature of Contractor or Authorized Representative

Title

Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

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

**sign
here** ▶

Signature of Subcontractor or Authorized Representative

Title

Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

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

**sign
here** ▶

Signature of Subcontractor or Authorized Representative

Title

Date

SECTION 1

GENERAL CONDITIONS

SECTION 1-1 - DEFINITION OF WORDS AND TERMS

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

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

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

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

1.104 Calendar Day. Every day shown on the calendar, except weekends and holidays included: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ Day Christmas Eve, and Christmas Day.

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

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

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

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

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

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

SECTION 1- GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1- GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

1.134 Abbreviations.

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

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

SECTION 1-2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

When certain alternative prices, for both increasing and decreasing the cost, are required, as called for in the proposal sheet, it must be understood that all materials and workmanship required shall be the best of their respective kinds; and in all cases, shall correspond with similar

SECTION 1- GENERAL CONDITIONS

work herein specified and, if accepted, the work shall be done under the general terms of the specifications.

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

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

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

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

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

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

SECTION 1-3 - AWARD OF CONTRACT

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

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

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

SECTION 1- GENERAL CONDITIONS

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

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

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

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

1.305 Maintenance Bond. The Contractor shall furnish a maintenance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the completed construction project for a specified time period of three (3) years against defects and faults in materials, workmanship, and design.

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

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

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

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

SECTION 1-4 - SCOPE OF WORK

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

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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.

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2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen (15) percent of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- b. Each change order shall include in its final form:
 1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a conformed copy thereof.
 3. A definite statement as to the resulting change in the Contract Price and any impacts on project schedule.
 4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

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

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

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

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

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

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

SECTION 1-5 - CONTROL OF WORK

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

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

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

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

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

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

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

SECTION 1- GENERAL CONDITIONS

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

The Contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, knowledgeable in the pertinent industry codes and standards, thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives. In the event the superintendent fails to meet the requirements, they shall be subject to replacement as requested by the Engineer.

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

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

1.506 Surveys. Lines and elevations shall be established by the Engineer before the work commences, and the Contractor shall obtain lines and elevation from the points so set by the Engineer. The Contractor shall furnish all stakes necessary for lines and elevations and necessary cooperation for the Engineer in setting same.

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

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

See specification 2.015 for additional information.

1.507 Authority and Duties of Inspector. The City may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the contract. Such inspection may extend to any part of the work and to the preparation of manufacture of the

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

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

1.508 Inspection of Work.

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

1.509 Removal of Defective Work. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and

replaced in accordance with the plans and specifications. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the City to declare the contract in default, and to proceed to have the work completed in accordance with Article 1.808.

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

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

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

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

1. Concrete surfaces of sidewalks, paving, slab on grade and other related concrete work shall be smooth and constructed to the elevations as shown on the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before work is to begin. The Contractor shall notify the Engineer 72 hours before any work is to begin which will involve concrete finishing.
2. Lines and grades of all pipes, conduits, casing, grading, etc. shall be constructed according to the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before any pipeline, conduit installation, casing installation, or grading begins.
3. Any damages caused by the contractor are to be addressed in a timely manner. In the event the Contractor has not started to make the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, the cost of the work to be paid by the Contractor.

SECTION 1-6 - CONTROL OF MATERIALS.

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

All materials supplied shall be new and undamaged.

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

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

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

Except as otherwise prescribed by the terms of any special guarantees required by the contract documents, the guarantee period shall begin on the date of formal acceptance by the City and shall end 36 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 36 months after installation or the end of the project guarantee period, whichever is later, except as otherwise prescribed by the terms of any special guarantees required by the contract documents.

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

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

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

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

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

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

1.701 Laws to be Observed. The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

Work Eligibility Status. As required under Nebraska LB 403 for any contract entered into after October 1, 2009 the Contractor must register and use a federal immigration verification system, such as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

1.702 Fair Labor Standards. The Contractor agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract.

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

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

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

- a. The Contractor shall exercise proper precaution at all time for the protection of persons and property and shall be responsible for all damages to persons or property either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes and OSHA shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor shall comply with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices. The Contractor shall install plastic fence on open holes when directed by the Inspector. The Contractor shall wear hard hats and safety glasses at all times on the construction site.
- b. The Contractor shall maintain an accurate record all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

1.706 Claims for Labor and Materials. The Contractor shall indemnify and save harmless the City 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. 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

Pollution Liability – (If Applicable).

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

If Contractor or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

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

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

Limit of Liability	\$1,000,000 each accident
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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 (Applicable for contractors providing or is responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least:	\$1,000,000 per occurrence; \$1,000,000 aggregate
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Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. Contractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

Transportation Insurance. Contractor shall purchase inland marine coverage at the expense of Contractor on all equipment and materials, where City has an insurable interest. Insurance shall protect for Contractor and City from physical loss of equipment while loading, unloading, in transit to jobsite, and until equipment or materials have been installed or received by City.

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

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.

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

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

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

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONTRACTOR'S consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONTRACTOR as fiduciary. OWNER and/or CONTRACTOR, as appropriate, shall require of OWNER'S and/or CONTRACTOR'S consultants, separate

contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

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

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

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

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

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

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

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

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

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

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

1.710 Warranty of Title. No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed, or placed thereon, by him to the City free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

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

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

1.712 Care of Work.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section 1.404 hereof.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or connected with the demolition and/or site clearance of the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property City, public & private utility companies, or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and from all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

SECTION 1-8 - EXECUTION AND PROGRESS

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

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

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

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

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

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

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

1.806 Liquidated Damages. Time is an essential element of the contract, and it is important that the work be pressed vigorously to completion.

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

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

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

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

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

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

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

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

1.810 Assignment or Novation. The Contractor shall not assign or transfer, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools, or equipment.

1.811 Disputes.

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

SECTION 1-9 - MEASUREMENT AND PAYMENT

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

The City will retain five percent (5%) of the total contract amount for all work completed including change orders.

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

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

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

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

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

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

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

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

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

END OF SECTION

SECTION 2 SPECIAL PROVISIONS

SECTION 2-0 - GENERAL

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

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

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

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

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

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

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

SECTION 2 – SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

SECTION 2 – SPECIAL PROVISIONS

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

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

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

SECTION 2 – SPECIAL PROVISIONS

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

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

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

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

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

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

SECTION 2 – SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

- a. Work by others. Coordination of work to be performed by subcontractors and other contractors performing work related to this project.
- b. Availability of land. The site and use of adjacent land shall be reviewed.

SECTION 2 – SPECIAL PROVISIONS

- c. Project Engineer. The project engineer will be assigned by the Director of Engineering. The Contractor shall designate a construction foreman that will be responsible for communication with the project engineer.
- d. Change orders. Procedures for implementing change orders shall be reviewed.
- e. Tests and inspection. As described within these documents the Contractor shall perform all necessary tests and inspections. Any documented results shall be submitted to the project engineer. At all times the project engineer shall be allowed to inspect the work being performed.
- f. Safety and protection. The Contractor shall be responsible for all safety and necessary protection of all persons in attendance of the project site. The project engineer and other observers shall adhere to all safety precautions deemed necessary by the Contractor.
- g. Final inspection and payment. Final inspection shall be performed by the Director of Engineering and their representatives. When all aspects of this project, as described within these documents have been met, the Contractor may submit for final payment.
- h. Site security. The contractor shall erect a construction barrier around the project site. The barrier shall consist of a temporary fence with appropriate warning signs.
- i. Shop drawings, submittals. The required list of submittals shall be reviewed.
 - Concrete mix design
 - Traffic Control Plan
 - Water and Sewer material
- j. Pipe Cleaning Video: When the project involves water main installation, at the end of the pre-construction conference, an AWWA instructional video on the proper cleaning and installation of water mains shall be watched by the Contractor (Owner); the Contractor's Project Foreman; Project Inspector (HU); Water Department Superintendent (HU); and one representative of HU Engineering. At the end of the video, the participants shall review the requirements for pipe installation and cleaning as noted in the specifications and on the drawings.

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

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

SECTION 2 – SPECIAL PROVISIONS

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

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

SECTION 3

GENERAL DESCRIPTION AND SCOPE OF WORK

3.001 General. The City of Hastings is accepting bids for the installation of a new street as shown on the accompanying plans and specifications. This project is to extend the city streets approximately two and a half blocks for further residential development.

The Bidder shall inform himself of all conditions and factors which would affect the execution of the work. No claims for financial compensation, based on the lack of such prior information (or its effect on the cost of the work), will be permitted by the Owner.

The work includes but is not limited to the major categories as described on the Proposal Form in Section 00310. Each work category is described in these plans and specifications.

The general contractor and its subcontractors will be required to follow these specifications as well as all Federal, State and local laws, ordinances, rules and regulations.

All work on this project shall be completed in accordance with the requirements of the City of Hastings, the State Department of Transportation, Department of Environmental Quality and the Nebraska Department of Health and Human Services where applicable. Where necessary, plans have been submitted to these agencies for review.

The State of Nebraska Department of Transportation Standard Specifications for Highway Construction, Current Edition and its supplements are hereby incorporated as part of these specifications.

The Owner has removed 100 CY of soil at the west end of Morrell Lane. This is not accounted for in these plans and specifications.

3.002 Location. The location of the project is on the north side of Hastings, Nebraska and begins just west of the intersections of 28th Street and Lakeview Avenue and Morrell Lane and Lakeview Avenue in the Lakeview 11th subdivision.

3.003 Survey and Control. The topographical survey for the project was provided by W Design Associates, 402-463-2377. The plat and related survey were provided by Josh Grummert, LS, Grummert Professional Services, LLC, (402) 879-5701. Control was tied to the City of Hastings and is based on NAVD 88 datum. There are control points (benchmarks) shown in tables on the construction plans. The Owner, City and/or Engineer will conduct a plan review with the contractor and show the project control. The engineer can provide a digital surface and control points upon request with 5 days' notice. The contractor will be required to control line and grade and will be checked by the Engineer or the City Engineering staff. Surveying and staking shall be provided by the contractor.

SECTION 3.1 CONTRACT ITEMS

3.101 Scope of Work. The Contractor shall provide all labor, equipment, materials, and appurtenances necessary to complete the work as described on the drawings.

SECTION 3

GENERAL DESCRIPTION AND SCOPE OF WORK

The intent of these contract documents, specifications, drawings, and appendix are to provide the Contractor a description of the proposed work.

The City of Hastings will conduct project staking and inspection.

Contractor shall coordinate work with the water/sewer contractor for this subdivision. The water/sewer work is bidding at the same time as this work. Water/sewer installation will take place before the paving construction. Grading work can be either before or after the water and sewer installation depending on coordination between contractor's.

3.102 Special Testing. Compaction and Concrete Testing: Owner to perform compaction and concrete testing.

3.103 Storm Water Pollution Prevention. SWPP is included in this contract. Planned SWPP control measures should be installed before any work is started at this site. The SWPP will be managed by the on-site contractor.

- a) Contractor is responsible for keeping all sediment off existing roadways. May be required, a construction entrance track out and routine street sweeping is responsibility of the contractor.

END OF SECTION

SECTION 02211 – GRADING AND SUBGRADE PREPARATION

PART I - GENERAL

- A. This section covers stripping, excavating, fill, disposal of surplus earth and debris, sub grade preparation and finished grading. (Also included are wrecking, demolition and removal of on-grade or below-grade obstructions.)
- B. General clearing and grubbing shall be as described in Section 202 of the Nebraska Department of Transportation Standard Specifications for Highway Construction, Current Edition. It is not measured and paid for directly but shall be subsidiary to stripping or other pay items described below.

1.2. WORKMANSHIP

- A. Perform all work in accordance with the requirements of the Drawings and Specifications and in a manner which will insure reasonable accuracy in preserving lines and levels shown.

1.3. PROTECTION

- A. Individual trees. Protect trees and other vegetation to be left standing from damage incident to construction operations by the erection of barriers or by such other means as the circumstances require.
- B. Newly graded areas. Take every precaution and temporary measures necessary, such as temporary seeding, to prevent damage from erosion of freshly graded areas. Repair any settlement or washing that may occur prior to acceptance of the work and re-establish the grades to the required elevations and slopes at no additional cost to the Owner. This shall apply to damage to the newly grades areas within the construction limits and damage to adjacent properties by eroded materials.

1.4. GRADING AND SUBGRADE PREPARATION

- A. Strip the area from right of way to right of way as shown on the plans. Remove all organic material. In farm fields strip a minimum of 6". Dispose of any unsuitable material as waste and completely remove from the site. Organic material from farm fields and similar soils can be stockpiled and used as noted. Notify the engineer upon completion of this stripping for an inspection to determine if any additional stripping shall be done.
- B. Excavation. Perform excavation as necessary to adjust grade and allow for the compacted soil sub grade to be prepared in subsequent steps. All suitable excavated material shall be transported to and placed in the fill areas within the limits of the work as specified and as shown on the drawings. All excavated materials which are considered unsuitable by the engineer shall be known as waste and shall be removed from the project site, disposed of by the contractor.

Perform excavation and filling in a manner and sequence that will provide drainage at all times.

- C. Borrow material. Material required for fills in excess of that produced by normal grading operations shall be excavated from borrow areas. All borrow material is subject to approval by the Engineer and the material shall be selected to meet the requirements and conditions of the particular fill for which it is to be used.
- D. Preparation of ground surface for fill. Sloped ground surfaces steeper than 4 to 1 upon which fill is to be placed shall be plowed, stepped or broken up in such a manner that fill material will bond with the existing surfaces. Prepared surfaces shall be wetted and compacted when required.
- E. Fills. Construct fills at the locations and to the lines and grades indicated on the drawings. Make sure that the completed fill corresponds to the shape of the typical sections shown on the drawings or meets the requirements of the particular case. Use all suitable material removed from the excavation in forming the necessary fill. All fill material shall be reasonably free from roots or other organic material, trash, frozen material and from all stones having a maximum dimension greater than 6 inches. Place the material in successive horizontal layers not exceeding 8 inches in loose depth. Use a blade grader to keep fill material spread uniformly. Remove any soft or unsuitable material and replace it with approved material. Bring all low sections, holes or depressions to required grades with approved material and shape the entire area to line, grade, and cross section and thoroughly compact as specified. Stones larger than 4 inches, maximum dimension, shall not be permitted in the upper 6 inches of fills. The contractor is responsible for adjustment of the moisture content of the fill material if necessary so that the specified compaction can be obtained. The rough grade for the entire site or portion thereof shall be reviewed by the Engineer before placement of any topsoil.
- F. Subgrade preparation. Subgrades for the concrete streets shall consist of 12 inches of prepared subgrade. This section below pavements shall include adjusting the moisture, compacting and trimming to final required grade. The bottom 6" can be scarified, adjusted and rolled in place prior to placing the upper 6". Test subgrade for crown, elevation and density in advance of placing pavement. Subgrade preparation for drives, parking areas, sidewalks and other structures shall be shaped, dressed, moistened and compacted as required to provide a uniformly graded 6" compacted layer under the pavement.
- G. Finished grading. Accomplish uniformly smooth grading of all areas covered by the project, including excavated and filled sections and adjacent transition areas so that the finished surface is reasonably smooth, compacted and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operation except as otherwise specified. The finished surface shall not be more than 0.15 feet above or below the established grade or approved cross section. Finish all swales so as to drain readily. Spreading of topsoil. Upon completion of rough grading spread the stockpiled topsoil for a uniform depth of

6 inches, after settlement, over all areas graded under this contract not receiving other surfacing. Before spreading the topsoil, scarify the graded areas for a depth of 3 inches and repair all settlements and washes.

- H. Compaction. Compact each layer of fill by rolling with approved rollers to at least the following percentages of maximum density at a moisture content no less than 3 (three) percent above to 3 (three) percent below optimum moisture as determined by ASTM D698-78.

<u>Material</u>	Minimum percent of Maximum <u>Density</u>
Fill – Shoulder	95
Fill – Under street pavements	98
Subgrade (top 6 inches beneath street pavements)	98
Subgrade (top 6 inches beneath driveways & walks)	95

- I. Testing. The CITY’S REPRESENTATIVE will make the following tests in the subgrade preparation on fill areas and sub grade as described below

- 1. Maximum density determination. One or more tests shall be made on samples to determine maximum density at optimum moisture. Samples shall be taken where directed by the Engineer.
- 2. Compaction tests. Compaction or in-place density tests shall be taken at 2 locations on each 400 L.F. of prepared street section (or portion thereof), as well as any other place determined to be unsuitable by the engineer OR CITY’S REPRESENTATIVE. Fill not meeting the required compaction shall be removed, replaced, recompactd and retested at the expense of the Contractor. Locations of tests shall be selected by the Engineer OR CITY’S REPRESENTATIVE.

J. MEASUREMENT & PAYMENT

- 1. Stripping is quantified as cubic yards, C.Y., and is to include stripping a minimum of 6” from the area shown on the plans. It shall also include, after construction of the streets, replacing the strippings on top of the embankment and cut areas and as backfill to the curbs of the new street sections. (As such the Finish Grading should be included in this line item unless contractors break it down another way.) Any excess stripping material shall be spread as noted on the plans.
- 2. Subgrade Preparation is quantified as square yards, S.Y.
- 3. Finish Grading shall include all work and materials necessary to properly backfill around finished street pavement, parking lots, drives and walks. Finish Grading shall be subsidiary to the stripping or other quantified bid item. It will not be paid as a separate item.

4. Excavation in cubic yards, C.Y., is to be considered an established quantity and the volume shown on the plans includes all grading operations for excavation below the stripped surface.
5. Embankment in cubic yards, C.Y., is to be considered an established quantity and the volume shown on the plans includes all grading operations for placing and compacting embankment as described in these plans and specifications.
6. Borrow - There is no borrow anticipated for this project.

SECTION 02220 - TRENCH EXCAVATION AND BACKFILLING

1. GENERAL

- a. The Contractor shall perform all trench excavation of every description and of whatever substances encountered to the depths shown on the drawings. All excavated materials not required for fill or backfill shall be removed and wasted as indicated on the drawings or as directed by the Engineer.
- b. The Contractor shall preserve intact any underground pipes or other utilities encountered during construction. In case any such utilities or other structures are accidentally broken, they shall be immediately replaced in a condition at least equal to that in which they were found, all at the Contractor's expense.
- c. All concrete sidewalk, concrete curb and gutter, asphaltic surfacing material, culverts or other materials requiring removal during excavation operations, shall be replaced by the Contractor to the satisfaction of the Engineer. Other specifications located herein may be applicable.

2. CONSTRUCTION METHODS

- a. All trench excavation shall be by open cut except that tunneling under pavement and sidewalks may be permitted at the discretion of the Engineer or as directed in these plans. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All material not required or not suitable for backfill shall be removed and wasted as indicated on the Drawings or as directed by the Engineer. Banks of trenches shall be kept as nearly vertical as possible and shall be properly sheeted and braced as may be necessary to prevent caving, except that in sand excavation in open areas, where traffic conditions and the proximity of existing structures will permit, sloping banks of trenches will generally be allowed. Trenches below the top of the pipe shall be not less than ten (10) inches nor more than sixteen (16) inches wider than the outside diameter of the pipe to be laid therein. The width of trench above top of pipe may be as wide as necessary for sheeting and bracing and the proper performance of the work. It shall be the contractor's responsibility to meet OSHA, local, State and Federal requirements in performing this work.

The bottom of the trenches shall be accurately graded to line and grade and shall provide uniform bearing and support for each section of the pipe on undisturbed soil at every point along its entire length. Bell holes and depressions for points shall be dug after the trench bottom has been graded, and shall be only of such length, depth, and width as is required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated. Unauthorized overdepths shall be backfilled with loose, granular, moist earth and thoroughly tamped to grade. Where soft, spongy or otherwise unsuitable material is encountered which will not provide a firm foundation for pipe, the Engineer will direct the extent to which removal and replacement with suitable material shall be made. Where rock excavation is encountered, the rock shall be

excavated to a minimum overdepth of four inches below the trench depths specified. The overdepth rock excavation and all excessive trench excavation shall be backfilled with loose, moist earth or sand and tamped to at least the density of surrounding undisturbed soil.

- b. Where construction of utilities requires cutting and replacing of rigid pavement, the cutting shall be accomplished by use of a concrete saw. The minimum depth of vertical saw cut shall be two inches. The remaining depth of the pavement section may be removed as the Contractor elects, subject to the approval of the Engineer.
- c. Excavation of manholes and similar structures shall be sufficient to leave at least 12 inches between the outer surfaces of the structure and the embankment or timber which may be used to hold and protect the banks.
- d. Trenches shall be carefully backfilled with excavated materials free from clods of earth or stones or frozen material. The backfill material shall be deposited in six (6) inch layers and thoroughly and carefully compacted until the pipe has a cover of not less than one foot for water mains and storm sewers and two feet for sanitary sewer mains. The pipe installation specifications may require additional steps in compaction around the pipe. The remainder of the backfill material shall then be placed in accordance with standard backfilling procedures.

Wherever the trenches have not been properly filled, or if settlement occurs, they shall be reopened to the depth required for proper compaction, refilled, compacted, and smoothed off or mounded as directed by the Engineer. All trench backfill shall be compacted to 90% of Standard Proctor Density except under driveways, sidewalks and streets where 95% compaction will be required. The CITY'S REPRESENTATIVE will make the following tests at random locations and depths as backfilling is performed. The contractor will be required to assist in making excavation for the test as backfilling is performed. The average rate of tests will be approximately two tests per 300 to 500 linear feet depending on results of previous tests. The cost of compaction testing is not part of this contract but the assistance is part of it.

- e. Sewer mains will be checked by the Engineer to determine whether any displacement of the pipe has occurred after the trench has been backfilled to a depth of 2 feet above the pipe and tamped as specified. The test will be by flashing a light between manholes. If by such test, the pipeline shows poor alignment, displaced pipe or any other defects, the defects shall be corrected by the Contractor. The Contractor may wish to demonstrate with the deflection test as described in the Sanitary Sewer Specifications that no deflection in the pipe has occurred during backfilling. In addition, the Contractor shall perform additional deflection testing as described in the Sanitary Sewer Specifications 30 days 30 days after backfill and tamping is complete.
- f. Where trenches are to be excavated in graveled or oiled roadways and when the surfacing material is of such extent and quality that, in the opinion of the Engineer, it can be reused, it shall be piled or windrowed separately from other excavated material and replaced on the roadway surface over the backfilled trench. As an alternate to this procedure the

Contractor, at his option, may disregard the separate handling of existing surface material, and, after backfilling is complete, apply new material sufficient to equal the adjacent existing roadway surface.

- g. In addition to the trenching and backfilling requirements contained in this section, any trenching and backfilling adjacent to or under State Highways or County Roads shall conform to the requirements of that organization and any pipeline permit issued by the State Highway Department or County Road Department as the case may be.

The Contractor will provide all such permits at no expense to the City and any additional construction cost attributable to the permit requirements shall be borne by the Contractor.

- h. The Contractor shall preserve intact any underground pipes or other utilities encountered during construction. In case any such utilities or other structures are accidentally broken, they shall be immediately replaced in a condition at least equal to that in which they were found, all at the Contractor's expense.
- i. All concrete sidewalk, concrete curb and gutter, asphaltic surfacing material or other materials requiring removal during excavation operations, shall be replaced by the Contractor to the satisfaction of the Engineer.

3. WARRANTIES

The Contractor shall, for a period of one year after completion and final acceptance of the work, maintain and repair any trench settlement which may occur and shall make suitable repairs to any pavement, sidewalks or other structures which may become damaged as a result of backfill settlement.

SECTION 03300 - CAST IN PLACE CONCRETE

1. GENERAL

Furnish all labor and materials to complete all items of plain and reinforced concrete work indicated on the drawings and/or specified herein. Contractor shall provide all items, articles, materials, operations or methods, listed, mentioned, or scheduled on the drawings and/or these specifications including all labor, materials, equipment, and incidentals necessary and required for their completion. Coordinate work of all trades regarding installation of embedded items.

2. SHOP DRAWINGS

Submit four (4) copies each of bar schedules, bending diagrams, and placing drawings to the engineer for approval prior to fabricating any reinforcing steel.

3. CONCRETE TESTS

The CITY'S REPRESENTATIVE will make all cylinders. Samples shall be taken at point of placing in forms, cured, and tested in accordance with ASTM standards by a recognized testing laboratory. The laboratory shall be approved by the engineer and tests paid for by the CITY. The contractor shall cooperate at all times and shall provide any labor and materials necessary to make concrete tests. For each strength of concrete used take one set of two (2) cylinders for each day's pour but not less than one (1) set of cylinders for each 100 cubic yards poured. Test one (1) cylinder at seven (7) days and one (1) cylinder at twenty-eight days. In addition, when, in the opinion of the engineer, there is a possibility of the surrounding air temperature falling below 40 Degrees F., additional specimens to be cured under job conditions may be required.

If the average strength of the laboratory control cylinders for any portion of the structure falls below the compressive strengths called for in the specifications, the engineer shall have the right to order a change in the mix proportions or the water content for the remainder of the job. If the average strength of the job cured cylinders falls below the required strength, the engineer shall have the right to require conditions of temperature and moisture necessary to secure the required strength.

If either control cylinders or job-cured cylinders indicate that any portion of the structure contains concrete of less than the specified strength, the engineer shall have the right to order additional curing and/or core tests in accordance with "Standard Methods of Securing, Preparing and Testing Specimens of Hardened Concrete for compressive and Flexural Strength," ASTM Designation C42-62. He shall also have the right to order load tests in accordance with provisions of the local building code. Any portions of the structure found to be inadequate may be ordered strengthened or replaced and the costs of the remedial work and of the tests shall be borne by the contractor. Mail copies of all test reports to the owner, engineer, contractor and the local building department.

4. RECORD OF WORK

Keep record of time, date and location of each concrete pour and submit these records monthly to the engineer.

5. CEMENT

Blended hydraulic cement shall be Type IP, IS, or IT conforming to ASTM C595. Use same brand, well-aged, throughout the project. Furnish mill test sheets on all cement used on the project. The amount used shall be six (6) sacks per cubic yard for Class "A" Concrete and six (6) sacks per cubic yard for class "B" Concrete.

6. CLASSES OF CONCRETE

All concrete shall be either Class "A" sand-gravel or Class "B" combined aggregate concrete as shown in the Plans and Specifications.

A. Class "A" Sand-Gravel Concrete

Sand-gravel for concrete shall be Platte River aggregate consisting of a mixture of sand and gravel composed of clean, hard, durable, unweathered, uncoated pebbles free from injurious amounts of soft or flaky particles, shale, alkali, organic matter or other deleterious material.

The gradation of sand-gravel for class "A" concrete shall meet the requirements that are prescribed in the following table:

Gradation, Total %	Target	Tolerance
Passing on 1" sieve	100	0
Passing on No. 4 sieve	66	±22
Passing on No. 10 sieve	37	±13
Passing on No. 30 sieve	12	±8
Passing No. 200 sieve, removed by washing	1.5	±1.5
Clay lumps, % by weight		0.5

The gradation shown for sand-gravel aggregate represents the extreme limits which shall determine suitability for use from all sources of supply. The gradation from any one source shall be reasonably uniform and not subject to the extreme percentages of gradation as specified above.

For the purpose of determining the degree of uniformity, a fineness modulus determination shall be made upon representative samples submitted by the contractor. Sand-gravel from different sources of supply shall not be mixed or stored in the same pile or used alternately in the same class of construction or mix without permission from the engineer.

Organic Impurities: Sand-gravel subjected to the colorimetric test for organic impurities shall not show a color darker than the standard color specified in A.A.S.H.O. Designation T 21-42.

Soundness: Sand-gravel shall not have a loss greater than 15 percent of the weight average loss at 5 cycles when tested in magnesium sulfate. The soundness shall be determined by the Standard Method Of Test, A.A.S.H.O. Designation T 104-57.

The total weight of aggregate used shall be 2880 lbs. per cubic yard of concrete.

B. Class "B" Combined Aggregate Concrete - State of Nebraska "47B".

Class "B" Concrete shall consist of a mixture of fine and coarse aggregates. The fine aggregate shall consist of Platte River gravel composed of clean, hard, durable, unweathered, uncoated pebbles free from injurious amounts of soft or flaky particles, shale, alkali, organic matter or other deleterious material.

The gradation of fine aggregate for Class "B" concrete shall meet the requirements that are prescribed in the following table:

Gradation %	Target	Tolerance
Passing on 1" Sieve	100	0
Passing on No. 4 Sieve	87	±10
Passing on No. 10 Sieve	60	±10
Passing on No. 30 Sieve	28	±12
Passing No. 200 Sieve, removed by washing	1.5	±1.5
Clay lumps, % by weight		0.5

The coarse aggregate for Class "B" concrete shall consist of crushed limestone and shall meet the gradation requirements shown in the following tables:

Gradation %	Target	Tolerance
Passing on 1-1/2" Sieve	100	0
Passing on 1" Sieve	100	-8
Passing on 3/4" Sieve	78	±12
Passing on 3/8" Sieve	30	±15
Passing on No. 4 Sieve	6	±6
Passing on No. 20 Sieve	2	±2
Passing No. 200 Sieve	1.5	±1.5

The gradation for fine and coarse aggregates represents the extreme limits which shall determine suitability for use from all sources of supply. The gradation from any one source shall be reasonably uniform and not subject to the extreme percentages of gradation as specified above. For the purpose of determining the degree of uniformity, a fineness modulus determination shall be made upon representative samples submitted by the contractor. Aggregates from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission from the engineer.

The total weight of the combined aggregate shall be 3,000 pounds per cubic yard of which 70 percent shall be fine aggregate and 30 percent shall be coarse aggregate.

7. WATER

Potable water, clean and free from deleterious amounts of oil, acids, alkalis, and organic matter, not to exceed six (6) gallons per sack of cement.

8. REINFORCING STEEL

Reinforcing steel shall be high strength deformed bars conforming to the requirements of ASTM A615 or ASTM A617 Grade 60.

9. WELDED WIRE FABRIC

Welded wire fabric shall be of gauge and mesh size shown on the drawings and shall conform to the requirements of ASTM A185.

10. ADMIXTURES

"Protex" air-entraining agent as manufactured by Protex Industries, Inc. Other admixtures for retarding or accelerating concrete may be used in strict accord with manufacturer's recommendation, upon approval of the engineer and provided strength tests have been performed on mixes containing the admixtures in the proportions to be used.

11. MEASUREMENTS

Measurements of solid materials to be by weight only, in pounds, with all ingredients weighed separately. Water to be by weight in pounds, or volume in U.S. gallons in such a manner as can be closely controlled for each batch of concrete. Total water content shall include moisture in the aggregates.

12. STORAGE OF MATERIALS

Cement and aggregates shall be stored in such a manner as to prevent deterioration or intrusion of foreign matter. Any material which has deteriorated or which has been damaged shall not be used for concrete.

13. CONCRETE MIX PROPORTIONS

Concrete shall be proportioned in accordance with laboratory-designed mixes using Type IP, IS, or IT blended hydraulic cement conforming to ASTM C595 and shall produce a minimum twenty-eight (28) day compressive strength of 3,500 psi for both Class "A" and Class "B" concrete.

A designated laboratory shall design the mixes and test the materials to be used for concrete. Laboratory mixes shall be of the same consistency and contain the same proportions of materials as the actual job mixes. Test specimens shall be made in accordance with "Standard Method of Making and Curing Concrete compression and Flexure Test Specimens in the Laboratory", ASTM Designation C192 and tested in accordance with "Standard Methods of Test for Compressive Strength of Molded Concrete Cylinders, Tentative", ASTM Designation C39. Contractor shall submit materials to the designated laboratory in ample time for testing. Copy of design to be submitted to the engineer and no substitutions shall be made without additional tests to show the quality of concrete is in accordance with these specifications. Cost of the design mix shall be borne by the general contractor. The maximum water-cement ratio allowable shall be 0.53.

14. CONCRETE CONSISTENCY

Slump shall be minimum consistent with placing requirements. Slump tests shall be made in accordance with "Slump Test for consistency of Portland Cement Concrete", ASTM Designation C143. The maximum slump and maximum size aggregate shall conform to the following limits.:

<u>Structural Component</u>	<u>Slump</u>	<u>Maximum Size Aggregates</u>
Footings	3"	3/4"
Walls	4"	3/4"
Slabs	4"	3/4"
Beams	3"	3/4"

15. AIR-ENTRAINMENT

Air-entraining agent shall be added to all concrete so as to entrain 6.0 percent plus or minus 1 percent entrained air by volume. Use air-entraining agents in strict accordance with recommendations of the manufacturer and testing laboratory for the design mix so as to assure strength requirements being fully met or exceeded.

16. MIXING

The concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged. For job-mixed concrete, the mixer shall be rotated at speed recommended by the manufacturer. Ready-mixed concrete shall be mixed and delivered in accordance with "Specifications for Ready-Mixed Concrete", ASTM Designation C94.

Sufficient time shall be allowed for proper mixing of the concrete to provide uniformity throughout the batch. Long delays in mixing or long waiting periods before the concrete is placed, shall be avoided. Overwet mixes shall be rejected and shall not be corrected by the addition of either aggregate or cement to the mixer. Mix no less than ten minutes in transit mix trucks after addition of the mixing water. If an extra charge of water is required at the job site because of too low a slump, the drum shall be turned a minimum of thirty (30) revolutions after addition of such water.

17. CONCRETE FORMS

Forms shall be of wood or metal conforming to shapes, lines, grades, and dimensions of concrete as shown on the drawings, suitable and adequate for intended use, and sufficiently tight to prevent leakage of mortar. Forms shall be properly braced and tied so as to maintain position during and after pouring of concrete and designed for removal without injury to the concrete. Undressed lumber, free from excessive knots is permitted for form-work for unexposed concrete. For exposed concrete work use plywood forms or form liners in large sheets with smooth, even edges, installed with close joints. Form tightening, arranged so that no metal is within 3/4" of surface after removal of forms. Set forms for all required anchors bolt inserts, slots, sleeves, supports, etc., furnished under other portions of this specification and installed under this section. All exposed edges shall be chamfered.

All forms shall be constructed so that all joints and edges conform to true lines and grades. If, in the opinion of the engineer, the forms do not satisfactorily comply with these requirements, he may require the contractor to take remedial action to produce the desired product.

Coat forms with approved sealers or non-staining oils prior to setting reinforcing.

18. REMOVAL OF FORMS

Forms shall be removed only when permitted by the engineer and then in such a manner as to insure the complete safety of the structure. Under normal conditions the following table shall be used as the minimum time in which forms may be removed, but its use shall not relieve the contractor of responsibility for safety of the structure.

<u>Temperature</u>	<u>Above 60 D.</u>	<u>50 to 60 D.</u>	<u>40 to 50 D.</u>
Walls	3 days	5 days	10 days
Side Forms of Beams	4 days	6 days	10 days
Bottom Forms of Slabs	10 days	14 days	18 days
Bottom Forms of Beams	14 days	18 days	21 days

Forms may be removed earlier if adequate shores or approved reshores are left in place. When temperatures below 40 Degrees F. occur, the shores shall remain in place for an additional time equal to the time the structure has been exposed to the lower temperature.

19. CONSTRUCTION JOINT

Construction joints are to be avoided in exposed concrete. Where necessary, joints and finish are to match adjacent concrete. Make construction joints in slabs and beams near the middle of the span in a manner to assure straight level joint. Provide additional web reinforcing as directed by the Engineer at points of heavy shear.

The contractor shall saw cut control joints in all exposed concrete slabs at minimum intervals of 15'. The joints shall be 2" deep on 8" thick slabs and 1-1/2" deep on 6" thick slabs.

Additional control joints shall be cut as shown on the plans or as directed by the engineer around floor penetrations or irregular sections.

20. PLACING REINFORCING STEEL

Reinforcing steel, at the time concrete is placed, shall be free from loose rust, scale, or other coatings that will destroy or reduce bond. Reinforcing shall be accurately placed as shown on the drawings and shall be adequately secured in position by metal chairs and spacers. Splicing of bars shall be made as close as practicable to points of minimum stress. Splice lengths shall be indicated on the drawings or in accord with ACI Code requirements.

Place Wire Mesh. Extend fabric to within two inches (2") of the edges of the slab and lap splices at least one and one-half (1-1/2) courses of the fabric and a minimum of six inches (6"). Tielaps and splices securely at ends and at least every 24 inches with 16-gauge black soft-annealed steel wire. Pull the fabric into position as the concrete is placed by means of hooks and work concrete under the steel to insure that it is placed at the proper distance above the bottom of the slab.

21. CONCRETE PROTECTION FOR REINFORCEMENT

Where not otherwise indicated on the Plans, the minimum thickness of concrete over the reinforcement shall be as follows:

- A. Where concrete is deposited against ground without forms - 3".
- B. Where concrete is exposed to the weather, or exposed to the ground but placed in forms - 2" for bars larger than #5, 1-1/2" for #5 bars or smaller.
- C. Slabs and walls not exposed to the ground or weather - 3/4".
- D. Beams not exposed to ground or weather - 1-1/2".

22. PLACING CONCRETE

- A. Before placing concrete, all equipment for mixing and transporting concrete shall be cleaned, all debris and ice shall be removed from places to be occupied by concrete, forms shall be thoroughly oiled and all reinforcement cleaned of ice or other coatings. Water shall be removed from place of deposit before concrete is placed.
- B. Concrete shall be conveyed from the mixer to the place of final deposit by methods which will prevent the separation or loss of the materials. Equipment for chuting, pumping or pneumatically conveying concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery and without separation of the materials.
- C. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The concreting shall be carried on at such a rate that the concrete is at all times plastic and flows readily into the space between the bars. No concrete that has partially hardened or been contaminated by foreign matter shall be deposited on the work nor shall retempered concrete be used.

When concreting is once started, it shall be carried on as a continuous operation until the placing of the panel or section is completed. The top surface shall be generally level. Place concrete in approximately horizontal layers, avoiding displacement of reinforcement above fresh concrete and formation of seams and planes of weakness in sections.

- D. Place concrete in layers not over 30" deep; compact each layer by mechanical internal vibrating equipment supplemented by handspading, rodding, tamping, as directed. Do not use vibrators to transport concrete inside forms. Use of form vibrators is not permitted.

Limit vibration to time necessary to produce satisfactory consolidation without causing objectionable segregation. Do not insert vibrator into lower courses that have begun to set.

- E. Adequate equipment shall be provided for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials or materials containing ice shall be used.

All concrete materials and all reinforcement, forms, fillers and earth with which the concrete is to come in contact shall be free from frost.

Whenever the temperature of the surrounding air is below 40 Degrees F. all concrete placed in the forms shall have a temperature of between 50 Degrees F. and 70 Degrees F., and adequate means shall be provided for maintaining a temperature of not less than 70 Degrees F. for three (3) days or 50 Degrees F. for five (5) days. The housing covering or other protection used in connection with curing shall remain in place and intact for at least 24 hours after the artificial heating is discontinued. No dependence shall be placed on salt or other chemical for the prevention of freezing.

- F. Before concrete is placed, contractor must obtain Engineer's approval of forms, position and securing of reinforcement.
- G. Immediately after placing or finishing, protect concrete surfaces not covered by forms from loss of surface moisture. Keep all concrete in a moist condition for at least five (5) days after placement. Curing compounds may be used upon approval of the Engineer.

23. CONCRETE PATCHING

Immediately after stripping form work, patch minor defective, honeycombed areas; fill holes before concrete is thoroughly dry. Chip areas away to a minimum one inch (1") depth in solid concrete with edges regular, perpendicular to surface. Thoroughly wet the areas to be patched including areas at least six inches (6") wide entirely surrounding it just prior to placing patching mortar.

Fill tie holes left by withdrawal of rods or holes left by removal of ends of ties solidly with mortar. For holes passing entirely through walls, use plunger type grease gun or other device to force mortar through wall starting at back face. Hold cloth over hole on outside; when hole is filled completely, strike off excess mortar with cloth flush with surface. Fill holes not passing entirely through walls with tool that will permit filling holes solidly with mortar. Strike off with cloth, any excess mortar at wall surface.

24. SURFACE FINISH

Exposed concrete surfaces: Obtain smooth finish on exposed surfaces with plywood forms or form linings; use larger sheets with smooth, even edges; install with close joints. Smooth all joint marks, remove blemishes; leave finished surfaces smooth, unmarred. Conform to tolerances; no fins or offsets in surfaces exceeding 1/16"; variations in level, not to exceed 1/8" in 10'-0".

Floor finish shall be as specified on the "S" Sheets - comply with ACI 301.

25. TOLERANCES FOR CONCRETE CONSTRUCTION

- A. General.-- The intent of this paragraph is to establish tolerances that are consistent with modern construction practice, yet are governed by the effect that permissible deviations will have upon the structural action or operational function of the structure. Deviations from the established lines, grades, and dimensions will be permitted to the extent set forth herein: Provided, that the Engineer reserves the right to diminish the tolerances set forth herein if such tolerances impair the structural action or operational function of a structure or portion thereof.

Where specific tolerances are not stated in these specifications or shown on the drawings for a structure, portion of a structure, or other feature of the work, permissible deviations will be interpreted conformably to the tolerances stated in this paragraph for similar work. Specific maximum or minimum tolerances shown on the drawings in connection with any dimension shall be considered as supplemental to the tolerances specified in this paragraph, and shall govern. The contractor shall be responsible for setting and maintaining concrete forms within the tolerance limits necessary to insure that the completed work will be within the tolerances specified. Concrete work that exceeds the tolerance limits specified in these specifications or shown on the drawings shall be remedied or removed and replaced at the expense of and by the Contractor.

B. TOLERANCES

(1) Floors, walls and walks:

- (a) Departure from established alignment1 inch
- (b) Departure from established grade1/4 inch
- (c) Variation from plumb or specified batter for lines and surfaces of columns, piers, walls, and for arrises.

Exposed, in any length of 10 feet	 1/4 inch
Backfilled, in any length of 10 feet	1 inch

- (d) Variation from level or from grades indicated on the drawings for slabs, beams, horizontal grooves, and railing offsets

Exposed, in any length of 10 feet	1/4 inch
Backfilled, in any length of 10 feet	1 inch

(2) Variation in cross-sectional dimensions of slabs, walls, beams and similar parts of the structures in (1) above

Minus	1/4 inch
Plus	1/2 inch

(3) Footings:

- (a) Variation of dimensions in plan
- | | |
|-------|----------------|
| Minus |1/2 inch |
| Plus | 2 inches |

- (b) Misplacement or eccentricity
- | | |
|---|---------------|
| 2 percent of the footing width in the direction of misplacement but not more than |2 inches |
|---|---------------|

- (c) Reduction in thickness of specified thickness5 percent

(4) Variation in sizes and locations of slab and wall openings1/2 inch

(5) Variation from plumb of pipe erected vertically.
In any length of 10 feet1/2 inch

C. TOLERANCES FOR PLACING REINFORCING STEEL.

(1) Reinforcing steel, all structures:

- (a) Variation of protective covering
With cover of 2-1/2 inches or less1/4 inch
- (b) Variation from indicated spacing1 inch

26. PROTECTION

The contractor shall protect all concrete against injury until final acceptance by the Engineer.

Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. The contractor shall provide such protection while the concrete is still plastic and whenever such precipitation, either periodic or sustaining, is imminent or occurring, as determined by the Engineer.

Immediately following the first frost in the fall, the contractor shall be prepared to protect all concrete against freezing. After the first frost, and until the mean daily temperature in the vicinity of the worksite falls below 40 Degrees F. for more than one day, the concrete shall be protected against freezing temperatures for not less than 48 hours after it is placed. After the mean daily temperature in the vicinity of the worksite falls below 40 Degrees F. for more than one day, the concrete shall be maintained at a temperature not lower than 50 Degrees F. for at least 72 hours after it is placed.

Concrete cured with curing compound will require no additional protection from freezing if the protection at 50 Degrees F. for 72 hours is obtained by means of approved insulation in contact with the forms or concrete surfaces; otherwise, the concrete shall be protected against freezing temperatures for 72 hours immediately following 72 hours protection at 50 Degrees F. Concrete cured by water curing shall be protected against freezing temperatures for three days immediately following the 72 hours of protection at 50 Degrees F.

Discontinuance of protection against freezing temperatures shall be such that the drop in temperature of any portion of the concrete will be gradual and will not exceed 40 Degrees F. in 24 hours. After March 15, when the mean daily temperature rises above 40 Degrees F. for more than three successive days, the specified 72-hour protection at a temperature not lower than 50 Degrees F. may be discontinued for as long as the mean daily temperature remains above 40 Degrees F.; provided that the concrete shall be protected against freezing temperatures for not less than 48 hours after placement.

Where artificial heat is employed, special care shall be taken to prevent the concrete from drying. Use of unvented heaters will be permitted only when unformed surfaces of concrete adjacent to the heaters are protected for the first 24 hours from an excessive carbon dioxide atmosphere by application of curing compound.

27. CURING

- A. General. Concrete shall be cured as hereinafter specified. The contractor shall furnish all materials for curing concrete.

Concrete shall be cured either by water curing in accordance with Subparagraph b. or by application of a cure and seal compound in accordance with Subparagraph c., except as otherwise hereinafter provided.

Construction joints shall be cured by either water in accordance with Subparagraph b. or by application of a curing compound in accordance with Subparagraph c.; provided, that if curing compound is used, the compound shall be sandblasted prior to placement of concrete on the joints.

- B. Water curing. Concrete cured with water shall be kept wet for at least 14 days from the time the concrete is placed, except that such curing shall be discontinued shortly before covering with fresh concrete when the 14-day period has not been completed, allowing only sufficient time to prepare the surfaces of the previously placed concrete and bring them to a surface-dry condition, as specified; provided, that water curing of concrete may be reduced to six days during periods when the mean daily temperature in the vicinity of the worksite is less than 40 Degrees F.; provided further, that during the prescribed period of water curing, when temperatures are such that concrete surfaces may freeze, water curing shall be temporarily discontinued. The concrete surfaces shall be kept wet by covering them with water-saturated material; by using a system of perforated pipes, mechanical sprinklers, or porous hose; or by any other approved method which will keep all surfaces to be cured continuously (not periodically) wet. Water used for curing shall meet the requirements of these specifications for water used for mixing concrete.
- C. Curing compound. Curing by this method shall be by application of a compound on concrete surfaces to form a water-retaining film on the surfaces. The curing compound shall be Kure-N-Seal by Sonneborne or equal.

The curing compound shall be mixed thoroughly and applied to the concrete surfaces by spraying on one coat to provide a continuous, uniform film over all areas, allowing the area to dry and applying a second coat. The coverage rate shall be in accordance with the manufacturer's instructions. Forms on surfaces to be cured by application of curing compound shall be removed as soon as the concrete has hardened sufficiently to prevent damage by careful form removal.

Mortar encrustations and fins on surfaces designated to receive rubbed finishes shall be removed prior to application of curing compound. The repair of all other surface imperfections shall not be made until after application of the curing compound. When curing compound is used on formed concrete surfaces, application of the curing compound shall commence immediately after the finished surface has attained a dull appearance, free from bleeding or "shine". When curing compound is to be used on formed concrete surfaces, the surfaces shall be moistened with a light spray of water immediately after the forms are removed and shall be kept wet until the surfaces will not absorb more moisture. As soon as the surface film of moisture disappears but while the

surface still has a damp appearance, the curing compound shall be applied. Special care shall be taken to insure ample coverage with the compound at edges, corners, and rough spots of formed surfaces. After application of the curing compound has been completed and the coating is dry to touch, any required repair of concrete defects or gross surface imperfections shall be performed without delay. Each repair, after being finished, shall be moistened and coated with curing compound in accordance with the foregoing requirements.

Equipment for applying curing compound and the method of application shall be in accordance with manufacturer's recommendations.

- D. Cost. The cost of furnishing and applying all materials for curing concrete shall be included in the price bid in the schedule for the concrete to which the particular curing methods apply and are used.

28. FIBER REINFORCED CONCRETE

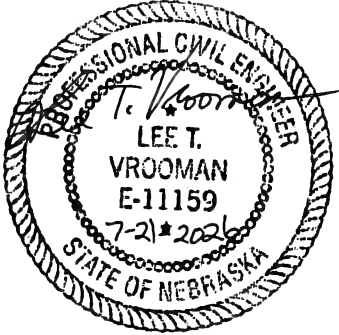
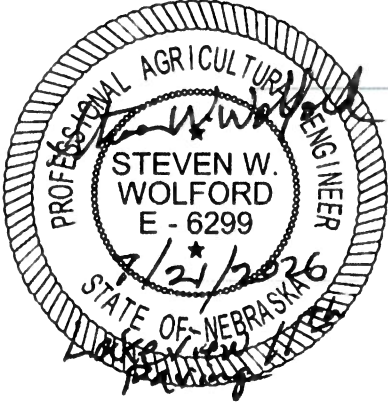
- A. Fiber reinforced concrete shall be supplied at all locations specified on the plans.
- B. All fiber reinforced concrete shall be Class "A" Concrete and shall be reinforced with synthetic fibers as manufactured by Fibermesh Co. of Chattanooga, TN at a rate of 1.5 lbs. per cubic yard.

SEALS AND SIGNATURES

Owner: City of Hastings

Project Name :LAKEVIEW 11TH SUBDIVISION PAVING PROJECT

Contract: CH 2026-48

	The seal and signature to the left applies to: • Coordinating Professional
	The seal and signature to the left applies to the following specification divisions: Technical Specification • Division II – Site Work • Division III - Concrete

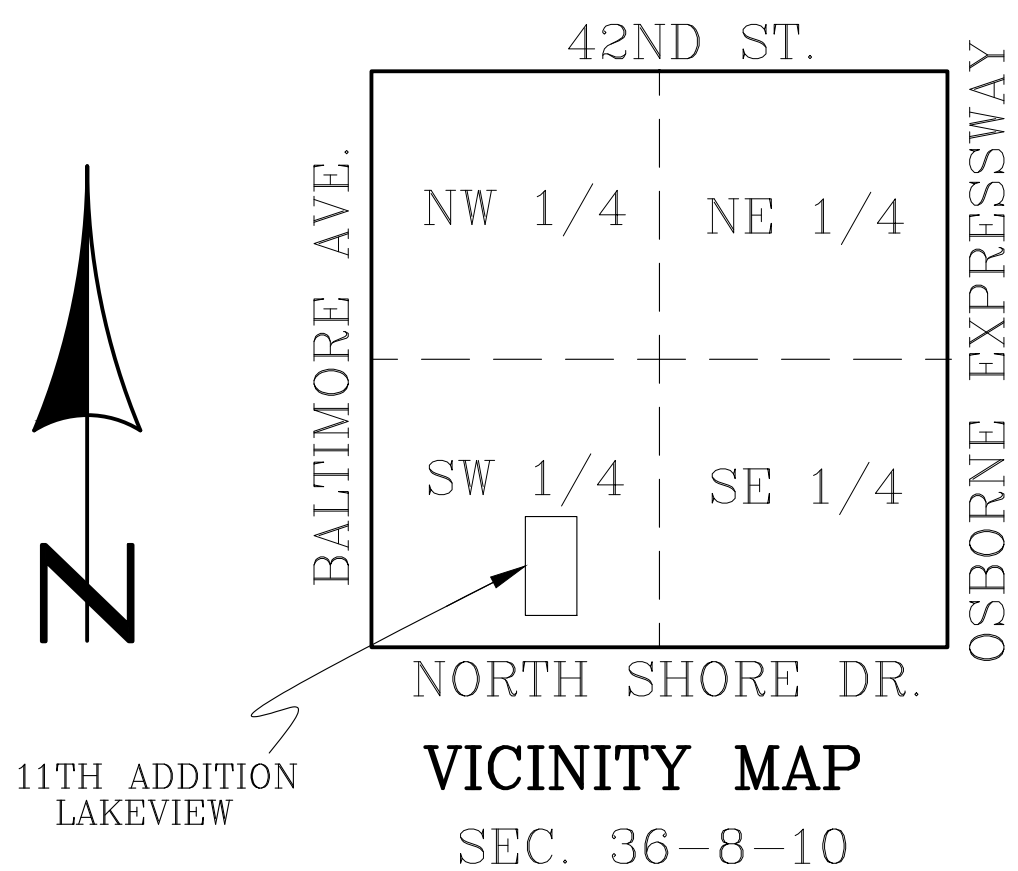
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LAKEVIEW 11TH ADDITION

STREET PROJECT

HASTINGS, NEBRASKA

INDEX OF DRAWINGS	
SHEET #	SHEET TITLE
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C-3	PLAN AND PROFILE - MORRELL LANE
C-4	PLAN AND PROFILE - MORRELL LANE
C-5	CROSS SECTIONS - W. 28TH ST.
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C-8	CROSS SECTIONS - MORRELL LANE
C-9	TYPICAL SECTIONS & DETAILS



SUMMARY OF QUANTITIES

1	MOBILIZATION	1	L.S.
2	STRIPPING TOPSOIL (EQ*)	1032	C.Y.
3	EXCAVATION (EQ*)	1105	C.Y.
4	EMBANKMENT (EQ*)	91	C.Y.
5	SUBGRADE PREPARATION (EQ*)	3437	S.Y.
6	SEEDING	0.61	AC
7	REMOVE EXISTING CONCRETE HEADER	1	EA
8	CONSTRUCT 6" OF 47B-3500 CONCRETE STREET W/ INTEGRAL CURB	3233	S.Y.

- NOTES:
- EQ* ESTABLISHED QUANTITY
 - SILT FENCE, SEDIMENT FILTER, ETC. ARE TO BE SUBSIDIARY TO OTHER ITEMS.

GENERAL NOTES

- CONTRACTOR SHALL VERIFY LOCATION (INCLUDING DEPTH OR HEIGHT) OF ALL UTILITIES BEFORE CONSTRUCTION WITHIN THE PROJECT AREA. DIGGERS HOTLINE 1-800-331-5666.
- CONTRACTORS SHALL PROTECT ALL PROPERTY CORNER PINS. ANY PINS DISTURBED DURING CONSTRUCTION SHALL BE RESET BY A LICENSED SURVEYOR AT THE CONTRACTORS EXPENSE.
- NEWLY PLATTED AREAS AND DEVELOPER DESIGNATED BORROW AND FILL AREAS CONSTITUTE THE LIMITS OF CONSTRUCTION UNLESS NOTED OTHERWISE.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR EROSION CONTROL IN THIS AREA FROM GROUND BREAKING THROUGH SUBSTANTIAL COMPLETION, UNLESS OTHERWISE NOTED. RESPONSIBILITIES FOR STORM WATER POLLUTION PREVENTION MEASURES AND EROSION CONTROL THROUGH FINAL STABILIZATION WILL BE DEFINED ELSEWHERE.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR NOTIFYING THE CITY STREET DEPARTMENT OFFICE AT 402-461-2341 AND THE COMMUNICATIONS CENTER AT 402-461-2364 FOR ALL TEMPORARY STREET CLOSINGS PRIOR TO CONSTRUCTION.
- ALL BARRICADES AND BARRICADING SHALL COMPLY WITH THE LATEST EDITION OF PART VI OF THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES."
- SERVICE LOCATIONS ARE APPROXIMATIONS ONLY AND WILL BE LOCATED IN THE FIELD PRIOR TO ANY CONSTRUCTION.
- ALL COMPACT FITTING WEIGHTS WILL BE MEASURED BY AWWA C110 AND C152 FOR BASE WEIGHTS.
- ALL SIDEWALK TO BE CONSTRUCTED AT A LATER DATE BUT PRELIMINARY GRADING IS INCLUDED IN THIS PROJECT FOR FUTURE SIDEWALKS.
- CONTRACTOR SHALL DROP CURBS AT INTERSECTIONS FOR FUTURE A.D.A. RAMPS. LOCATION TO BE DETERMINED IN FIELD BY CITY ENGINEERING STAFF.

APPROVAL

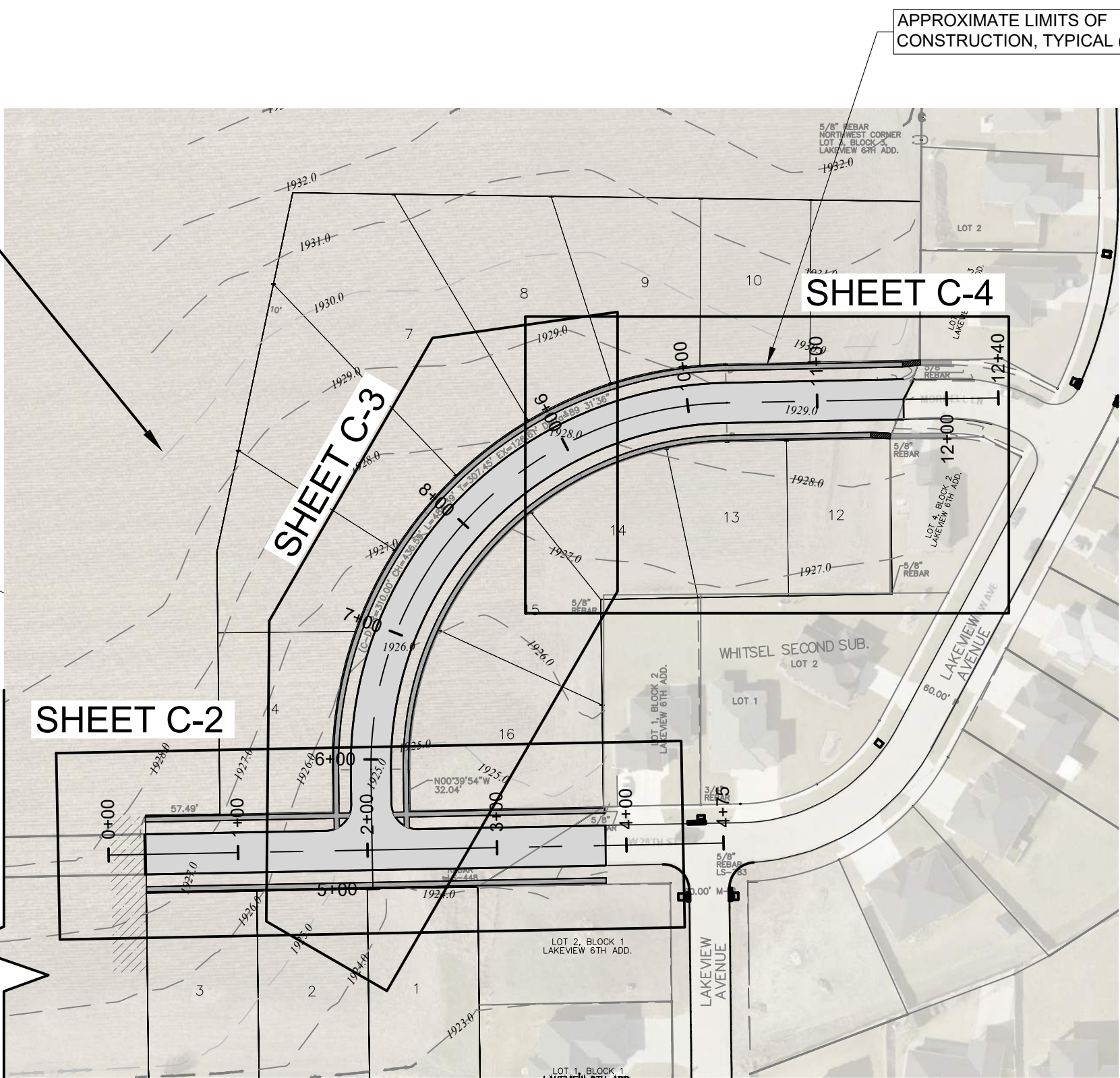
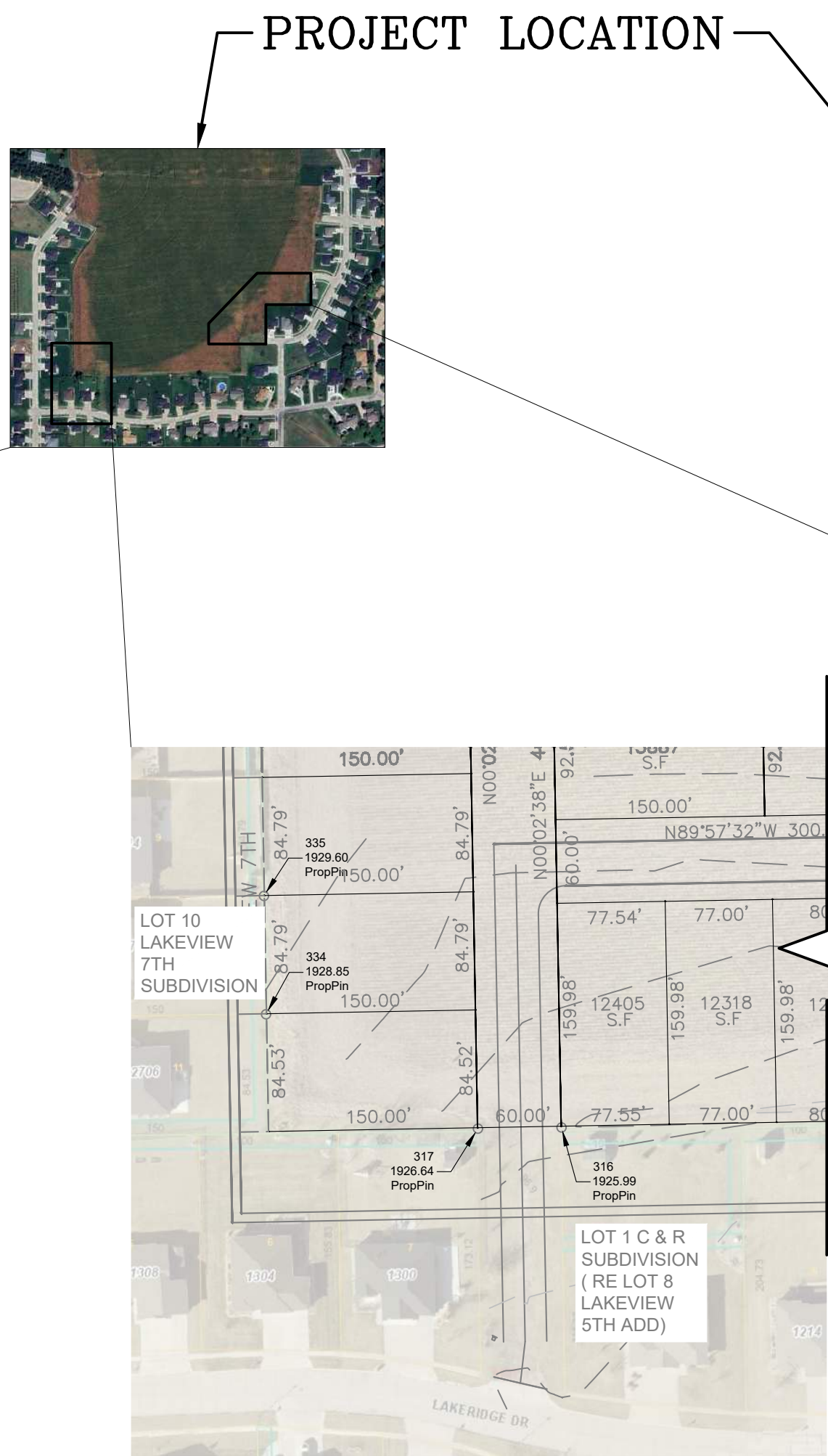
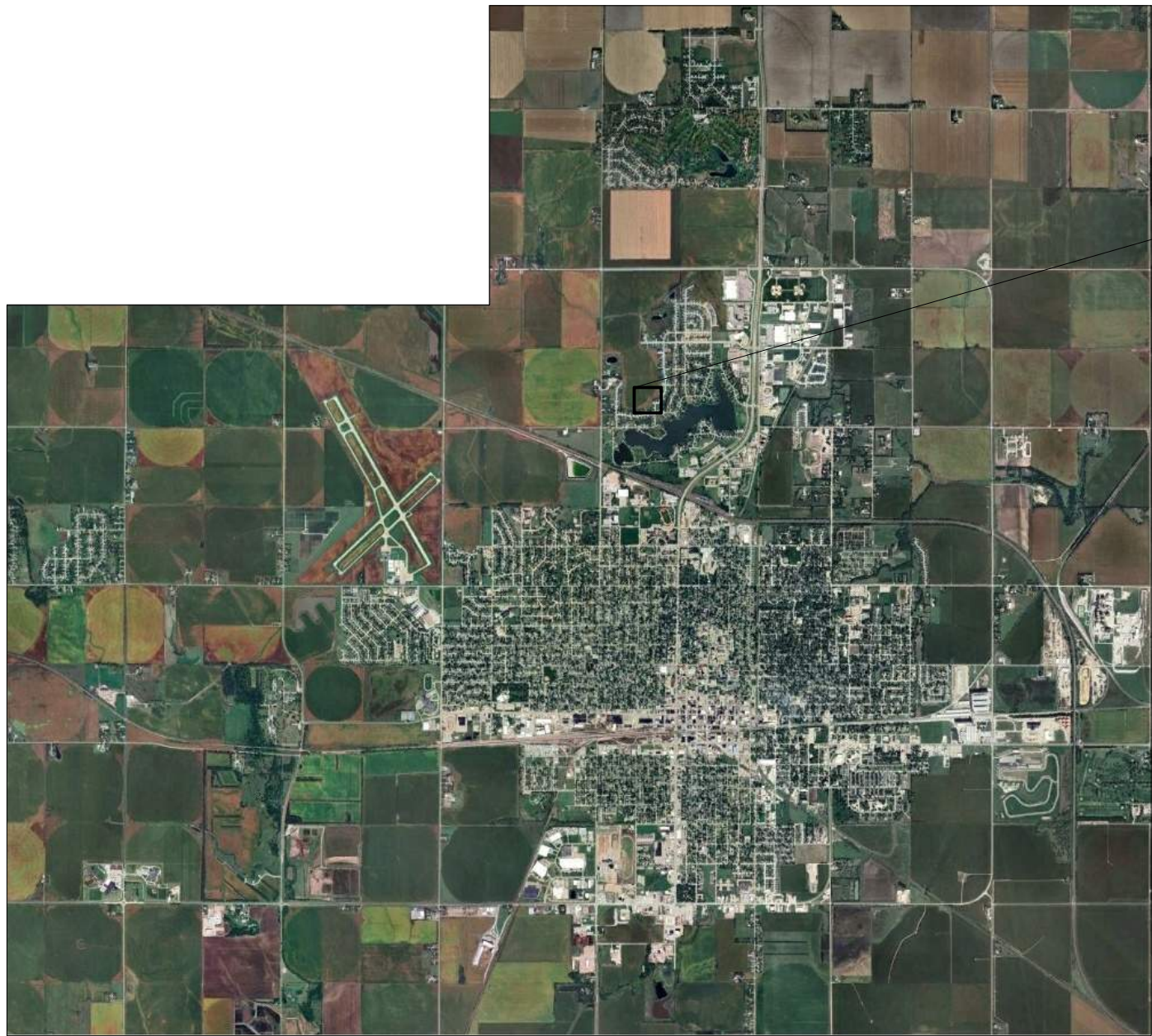
Lee Vrooman
LEE VROOMAN, P.E.
DIRECTOR OF ENGINEERING / CITY ENGINEER

5-22-26
DATE



I, Steven W. Wolford, am the Coordinating Professional on the Lakeview 11th Addition project.

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WESTBROOK VILLAGE LLC
LAKEVIEW 11TH ADDITION
HASTINGS, NEBRASKA 68901

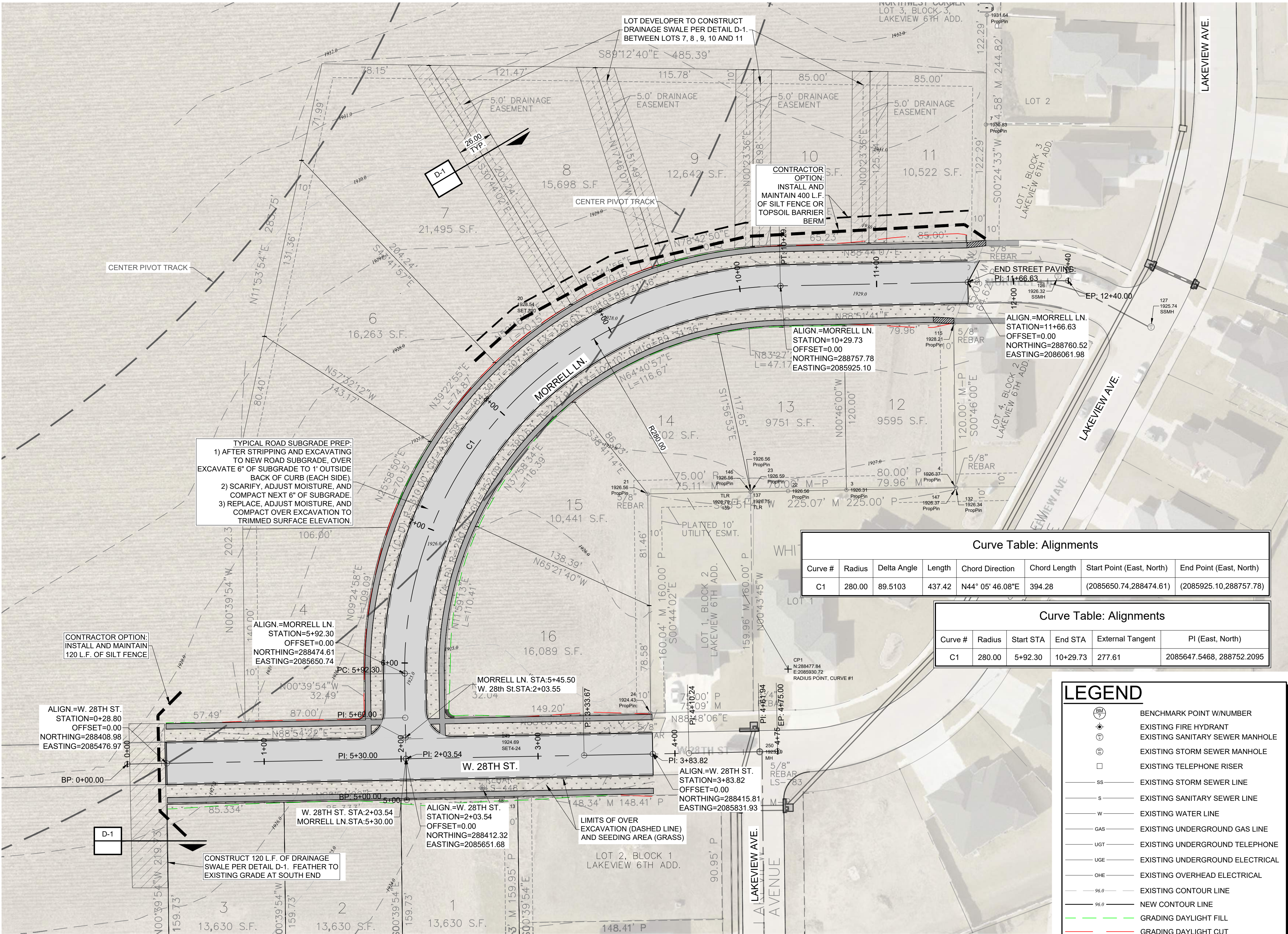
DESIGN ASSOCIATES
2414 E. 1ST STREET, SUITE 100, HASTINGS, NE 68901
2025 W. 26TH STREET, SUITE 100, HASTINGS, NE 68901
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DWG: 921-26 C-1
DRAWN: JMT
CHECKED: sww
REVISIONS

CVR

DATE: MAY, 2026

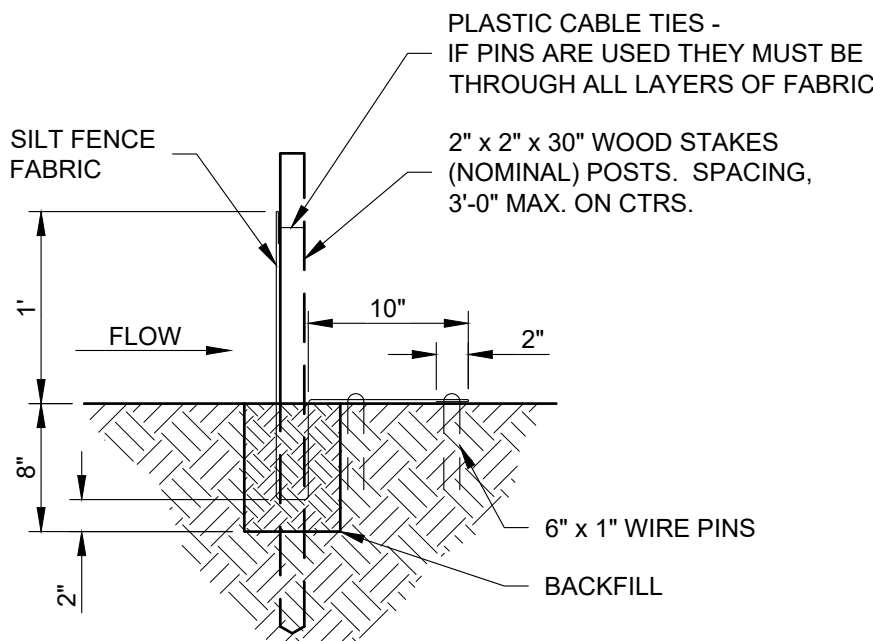


GRADING NOTES

- 1. ALL FILL AND SUBGRADE UNDER PAVEMENT SHALL BE COMPACTED TO MINIMUM OF 95% OF STANDARD PROCTOR MAXIMUM DENSITY AT A MOISTURE CONTENT BETWEEN ±3% OF OPTIMUM MOISTURE IN ACCORDANCE WITH SPECIFICATIONS. ALL UTILITY AND OTHER EXCAVATIONS WITHIN THE RIGHT OF WAYS SHALL BE COMPACTED EQUALLY.
- 2. THE CONTRACTOR SHALL STRIP THE TOP 6" OF EARTH ON THE ENTIRE RIGHT OF WAY (60' WIDE R.O.W.) AND STOCKPILE THE STRIPPINGS OUTSIDE THE R.O.W. THE CONTRACTOR SHALL KEEP STRIPPINGS AND EXCAVATION SEPARATE. THE CONTRACTOR SHALL USE THE STRIPPINGS TO COVER THE FILL AT THE END OF THE PROJECT. NO DENSITY REQUIREMENTS ARE PLACED ON THE TOP 6" OF BACKFILL WITH STRIPPINGS; HOWEVER, AT NO TIME SHALL STRIPPING BE PLACED IN THICKNESS GREATER THAN 6" OR IN ANY AREAS SHOWN TO BE PAVED.
- 3. ONCE STRIPPING AND THE ROUGH PROFILE IS COMPLETE, FOR ALL AREAS UNDER PAVEMENT THE NEXT 12" SHALL BE A PREPARED SUBGRADE BY REMOVING 6", SCARIFYING, ADJUSTING MOISTURE AND COMPACTING THE LOWER 6". THE NEXT 6" CAN BE CONSTRUCTED WITH THE EXCAVATED MATERIAL AND BORROW NEEDED TO MAKE UP THE SHRINK. ANY FURTHER MEANS AND METHODS SHALL BE PREPARED IN ACCORDANCE WITH THE NDOT STANDARD SPECIFICATION SECTION FOR SUBGRADE PREPARATION. ADDITIONAL SUBGRADE PREPARATION MAY BE REQUIRED AT THE ENGINEERS DISCRETION.
- 4. ALL FILL IN EXCESS OF 6" IN OPEN LOTS AND IN AREAS OUTSIDE PUBLIC RIGHT-OF-WAY SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR DENSITY WITH NO LESS THAN 5% BELOW OPTIMUM MOISTURE.
- 5. ANY EXCAVATION IN THE OPEN LOTS OR UNPLATTED AREAS SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR DENSITY WITH NO LESS THAN 5% BELOW OPTIMUM MOISTURE.
- 6. EXCESS DIRT SHALL BE USED TO GRADE LOW SIDE LOTS AS SHOWN. STRIPPINGS SHALL BE USED TO BACKFILL TOP 6" OF LOTS ONCE GRADE IS APPROVED.

EROSION CONTROL NOTES

- 1. CONTRACTOR SHALL PROTECT ALL EXISTING STREETS FROM RUNOFF BY BALES, SWALES, BERMS AND/OR SEDIMENT FILTERS FROM THE BEGINNING OF THE PROJECT TO SUBSTANTIAL COMPLETION.
- 2. SILT FENCE SHOWN AS OPTIONAL ARE FOR PREVENTING RUNOFF ONTO PREPARED AND FINISHED AREAS. THE OTHER OPTIONS ARE DIVERSION BERMS AND SWALES AS NOTED. THEY SHALL BE INSTALLED AND MAINTAINED PER PLAN AND ANYWHERE ELSE DEEMED NECESSARY TO PREVENT SEDIMENT MIGRATION UNTIL FINAL STABILIZATION.
- 3. UPON COMPLETION OF PROJECT, THE CONTRACTOR OR DEVELOPER (AS AGREED) SHALL MAINTAIN EROSION CONTROL MEASURES ALONG LOTS PER THE CITY OF HASTINGS REGULATIONS UNTIL LOTS HAVE VEGETATION ESTABLISHED TO STABILIZE SOILS.



SILT FENCE SECTION

SCALE: 1" = 1'-0"

Curve Table: Alignments

Curve #	Radius	Delta Angle	Length	Chord Direction	Chord Length	Start Point (East, North)	End Point (East, North)
C1	280.00	89.5103	437.42	N44° 05' 46.08"E	394.28	(2085650.74,288474.61)	(2085925.10,288757.78)

Curve Table: Alignments

Curve #	Radius	Start STA	End STA	External Tangent	PI (East, North)
C1	280.00	5+92.30	10+29.73	277.61	2085647.5468, 288752.2095

LEGEND

- BENCHMARK POINT W/NUMBER
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING TELEPHONE RISER
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND ELECTRICAL
- EXISTING OVERHEAD ELECTRICAL
- EXISTING CONTOUR LINE
- NEW CONTOUR LINE
- GRADING DAYLIGHT FILL
- GRADING DAYLIGHT CUT

SUMMARY OF PROJECT MATERIALS

No.	Name	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)	
1	STRIPPINGS-EXISTING (6" DEEP)	1.000	1.000	55752	1032	0	1032	<Cut>
2	STRIPPED SURFACE TO TOP OF DIRT GRADE	1.000	1.000		1105	91	1014	<Cut>
						Total	2046	<Cut>
3	TOP OF DIRT GRADE TO FINISH SURFACE	1.000	1.000	0	1156	1156		<Fill>
	DEDUCT CONCRETE STREETS (EST.)				593			
	DEDUCT CONCRETE SIDEWALKS (EST.)				91			
4	BALANCE OF FILL FOR EMBANKMENT					472		

NOTES ON COMPARATIVE SURFACES:

- 1. AREA WITHIN RIGHT OF WAY AND VOLUMES OF THE EXISTING SURFACE TO THE STRIPPED SURFACE AT 6" BELOW EXISTING
- 2. VOLUME OF THE STRIPPED SURFACE TO THE DIRT GRADE (TOP OF PREPARED SURFACE FOR PLACING STREET AND SIDEWALK)
- 3. TOP OF PREPARED SURFACE TO TOP OF FINISHED GRADE WHICH INCLUDES CONCRETE AND BACKFILL
- 4. BALANCE OF FILL DIRT TO BE USED FOR SHRINKAGE IN THE CLASS III EMBANKMENT FOR PREPARED SUBGRADE UNDER STREETS AND SIDEWALKS. ANY LEFTOVER CAN BE USED FOR CLASS II EMBANKMENT BELOW STRIPPED MATERIAL IN THE SPACE BETWEEN STREET AND SIDEWALK PRIOR TO BACKFILLING WITH STRIPPED MATERIAL.

* CONTRACTOR IS RESPONSIBLE FOR APPLYING APPROPRIATE CUT OR FILL COMPACTION FACTORS

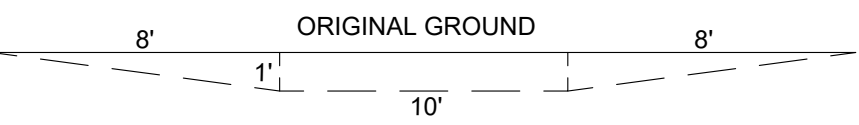


OVERALL SITE PLAN

SCALE: 1" = 40'

CONTRACTOR SHALL GRADE SWALE ALONG WEST END TO DIVERT RUNOFF SOUTH. EXCESS DIRT FROM THIS GRADING SHALL BE SPREAD EVENLY IN SOUTH LOTS.

LOT DEVELOPER SHALL GRADE SWALES CENTERED ON DRAINAGE EASEMENTS AS SHOWN



TYPICAL SECTION - DITCH BETWEEN LOTS

SCALE: NO SCALE

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LAKEVIEW 11TH ADDITION
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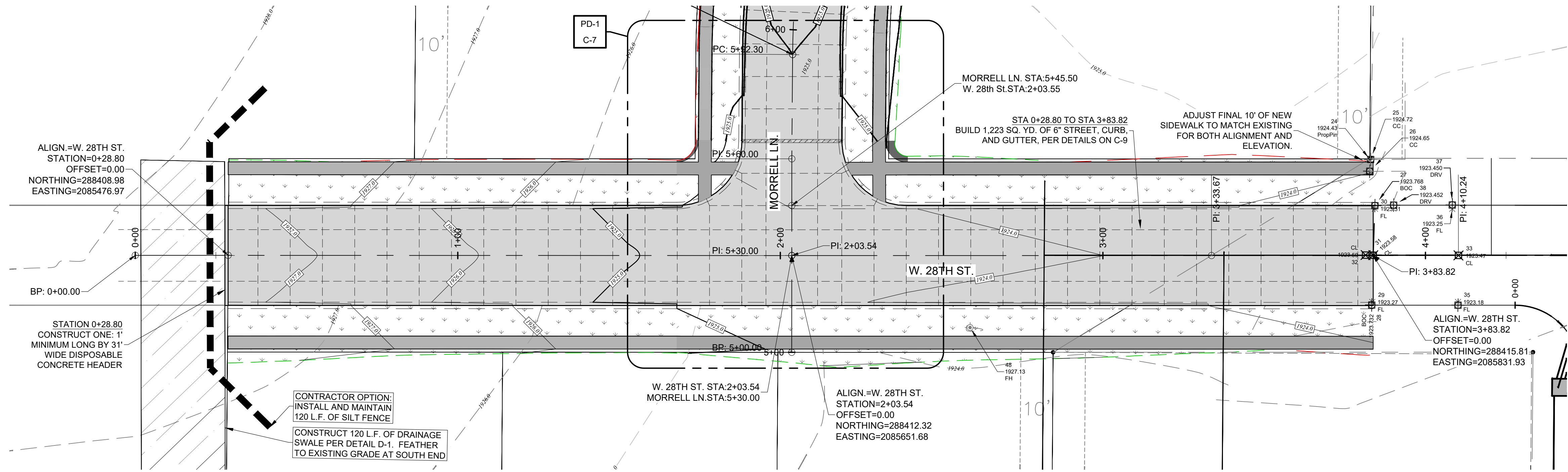
DESIGN ASSOCIATES
2414 E 1ST ST. MOORE, NE 68901 (308)345-2371



DWG: 921-26 C-1
DRAWN: JMT
CHECKED: sww
REVISIONS

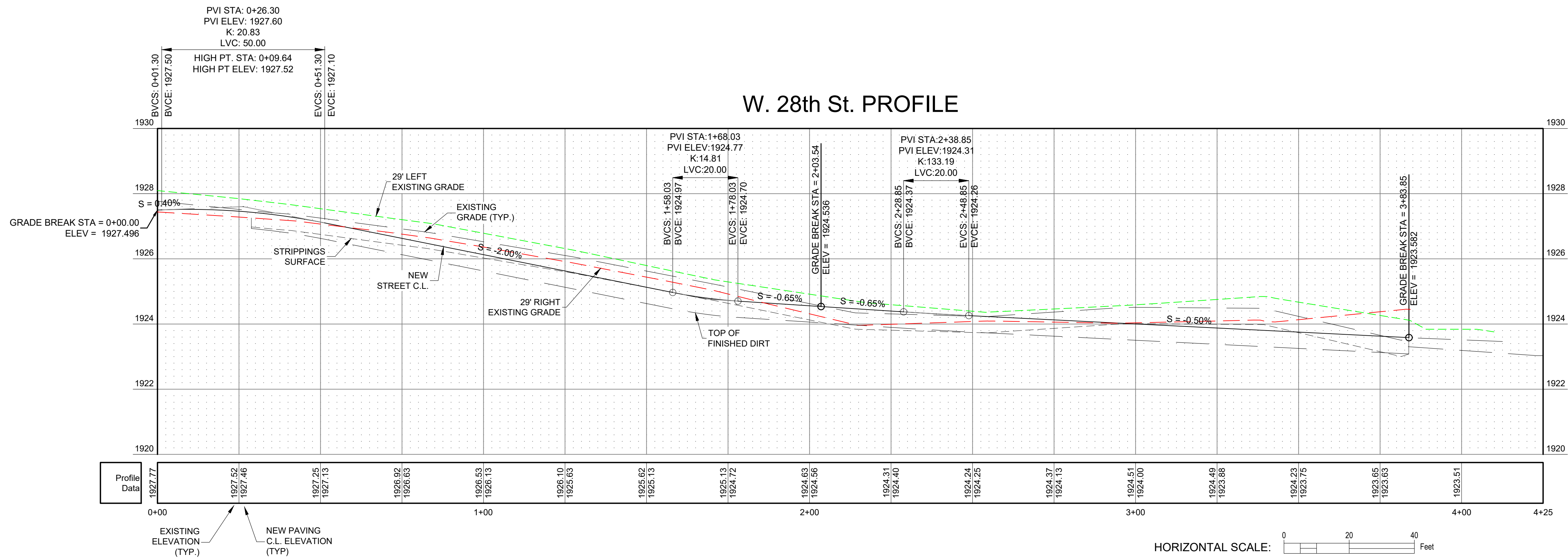
C-1

DATE: MAY, 2026



PAVING PLAN - W. 28TH STREET

SCALE: 1" = 20'



PAVING PROFILE - W. 28TH STREET

SCALE: 1" = 20'

HORIZONTAL SCALE: 0 20 40 Feet

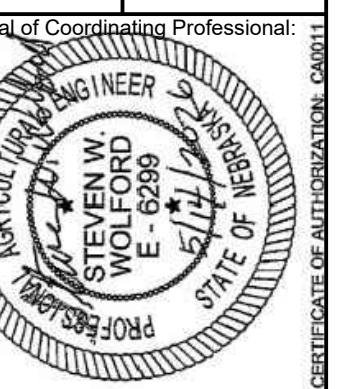
VERTICAL SCALE: 0 2 4 Feet

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LAKEVIEW 11TH ADDITION

HASTINGS, NEBRASKA 68901

DESIGN ASSOCIATES



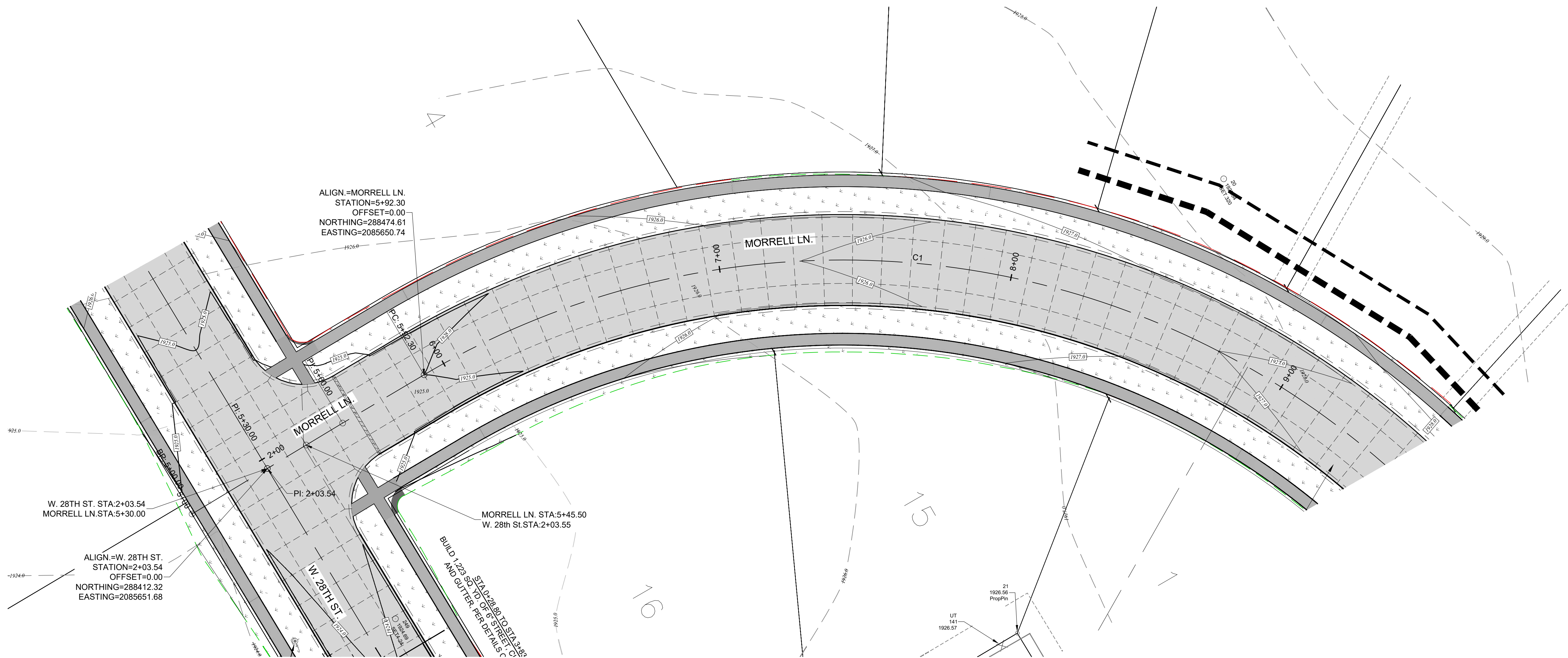
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C-2

DATE: MAY, 2026

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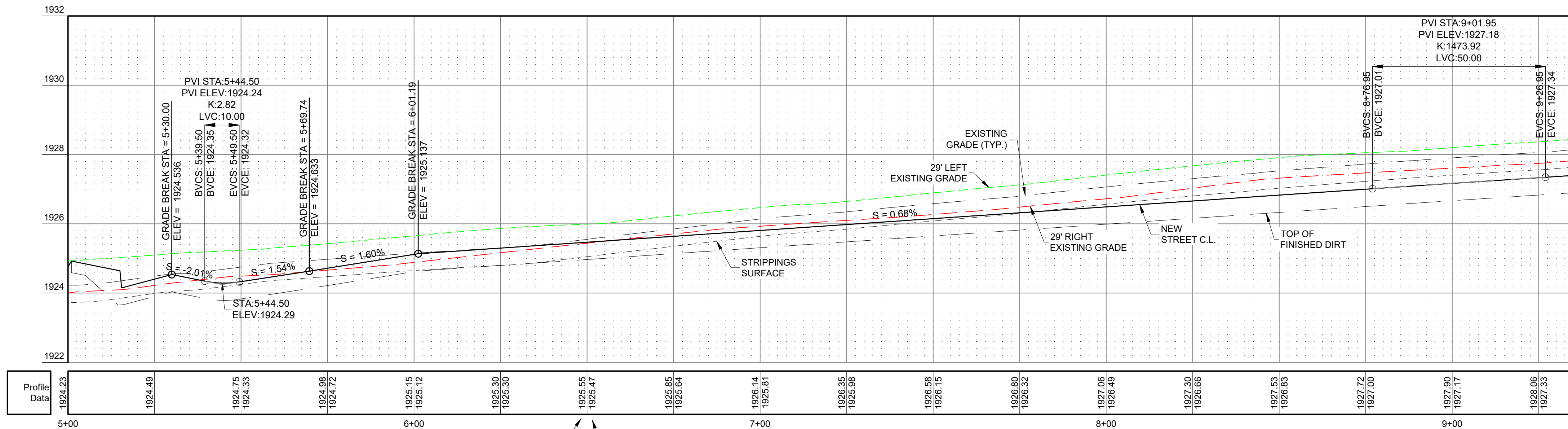
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PAVING PLAN - MORRELL LANE

SCALE: 1" = 20'

MORRELL LN. PROFILE



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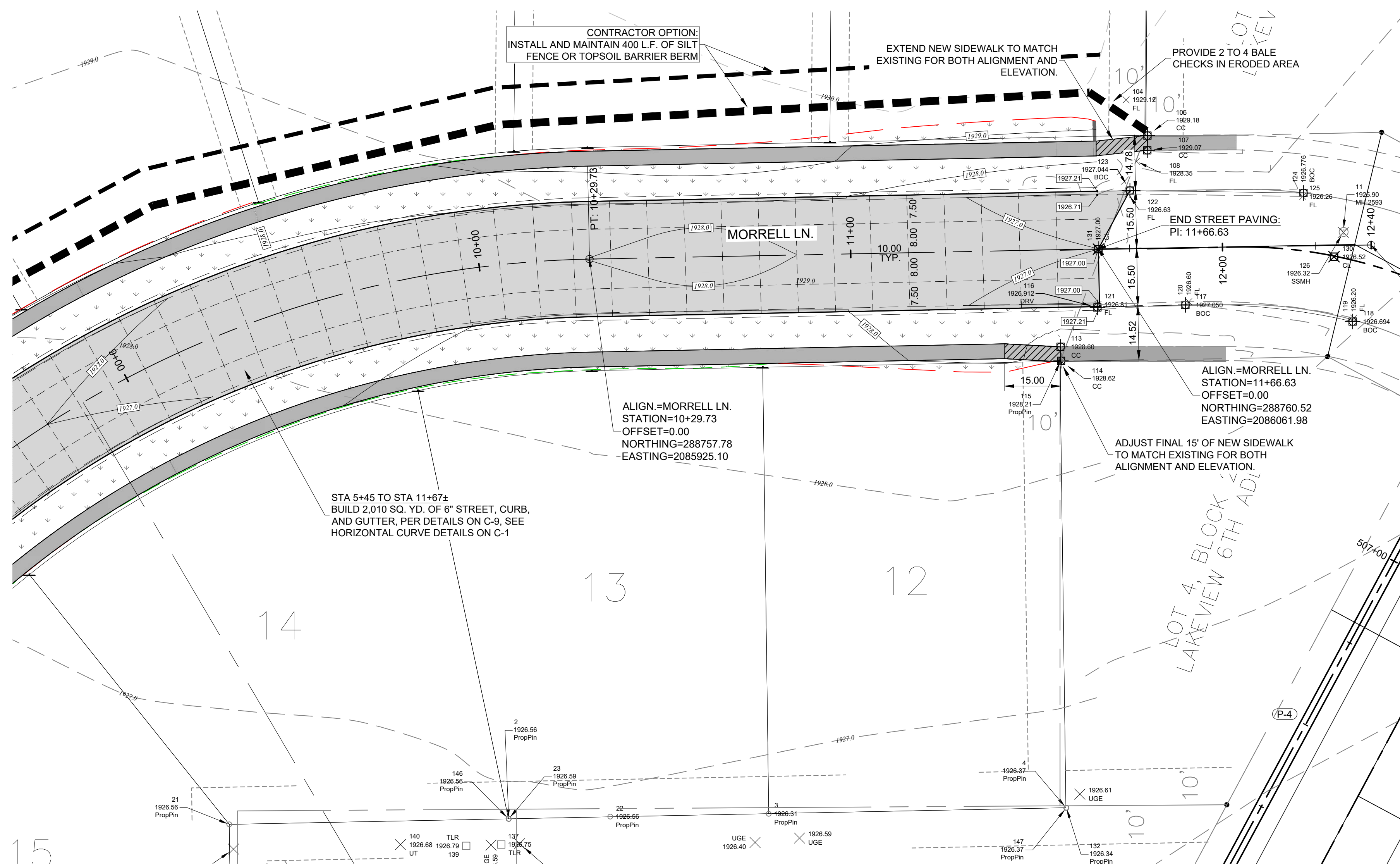
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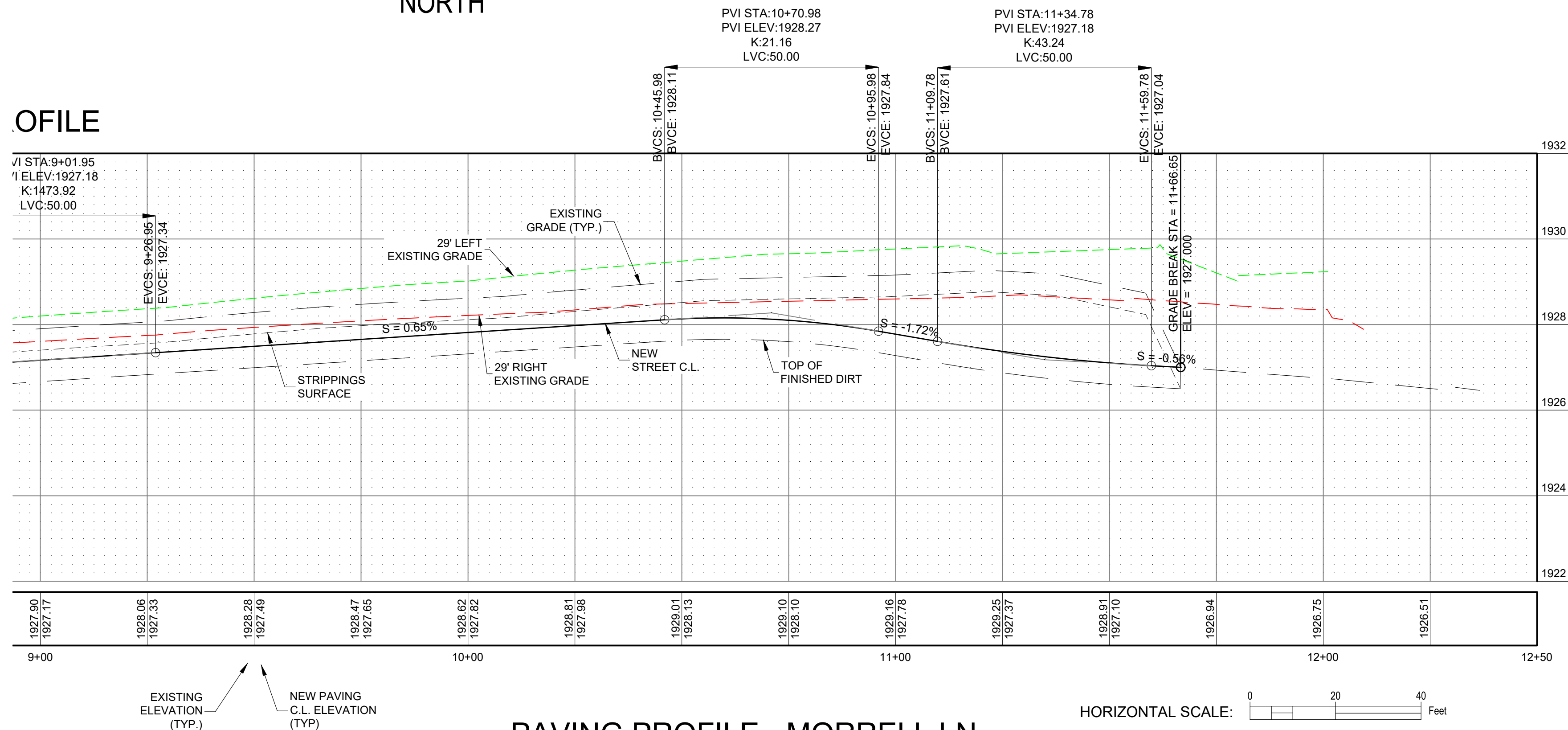
DWG: 921-26 C-1
DRAWN: JMT
CHECKED: sww
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C-4

DATE: MAY, 2026



PAVING PLAN - MORRELL LANE
SCALE: 1" = 20'



PAVING PROFILE - MORRELL LN.
SCALE: 1" = 20'

HORIZONTAL SCALE: 0 20 40 Feet
VERTICAL SCALE: 0 2 4 Feet

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CROSS SECTION NOTES

1. THE AREA UNDER THE STREETS (+1' EA. SIDE) , NOTED AS COMPACTED SUBGRADE, SHALL BE EXCAVATED AND COMPACTED AS CLASS III EMBANKMENT AS DESCRIBED IN THE GRADING NOTES ON SHEET C-1.
2. THE AREA OUTSIDE THE PUBLIC RIGHT OF WAY ON THE DOWNHILL SIDE MAY HAVE ANY EXCESS EXCAVATED MATERIAL SPREAD ON A STRIPPED AREA. THIS MATERIAL MAY BE COMPACTED AS CLASS I EMBANKMENT AS DESCRIBED IN DOT STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION.
3. THE STRIPPED MATERIAL SHALL BE SPREAD ON TOP OF THE COMPACTED CLASSIFIED MATERIALS TO THE LINES AND GRADES SHOWN. THIS MATERIAL SHALL ALSO BE EXCAVATED AND COMPACTED AS CLASS I EMBANKMENT AS DESCRIBED IN DOT STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION.
4. THE STRIPPED MATERIAL AND THE CUT MATERIAL ARE QUANTIFIED IN THE TABLES.

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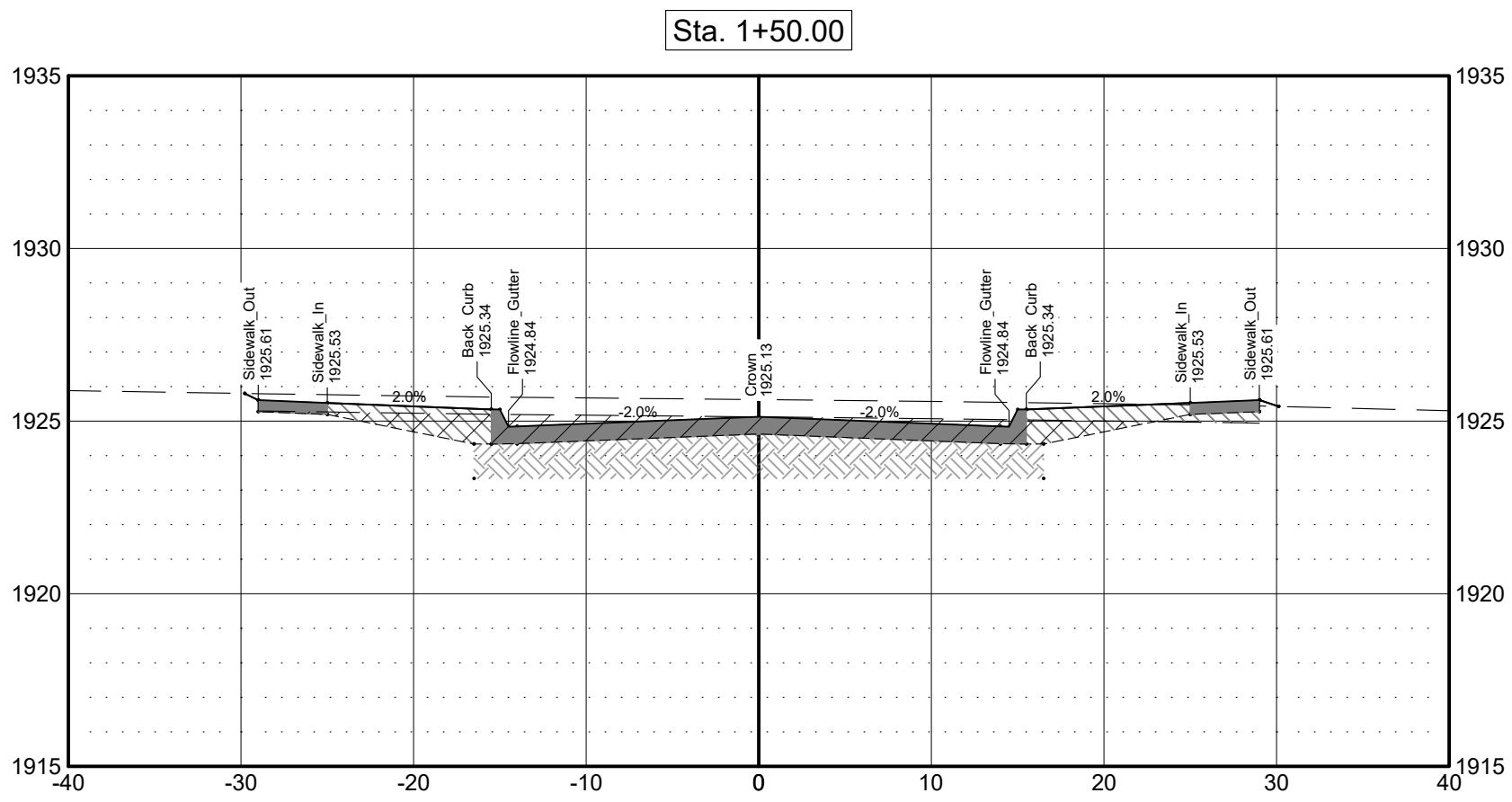
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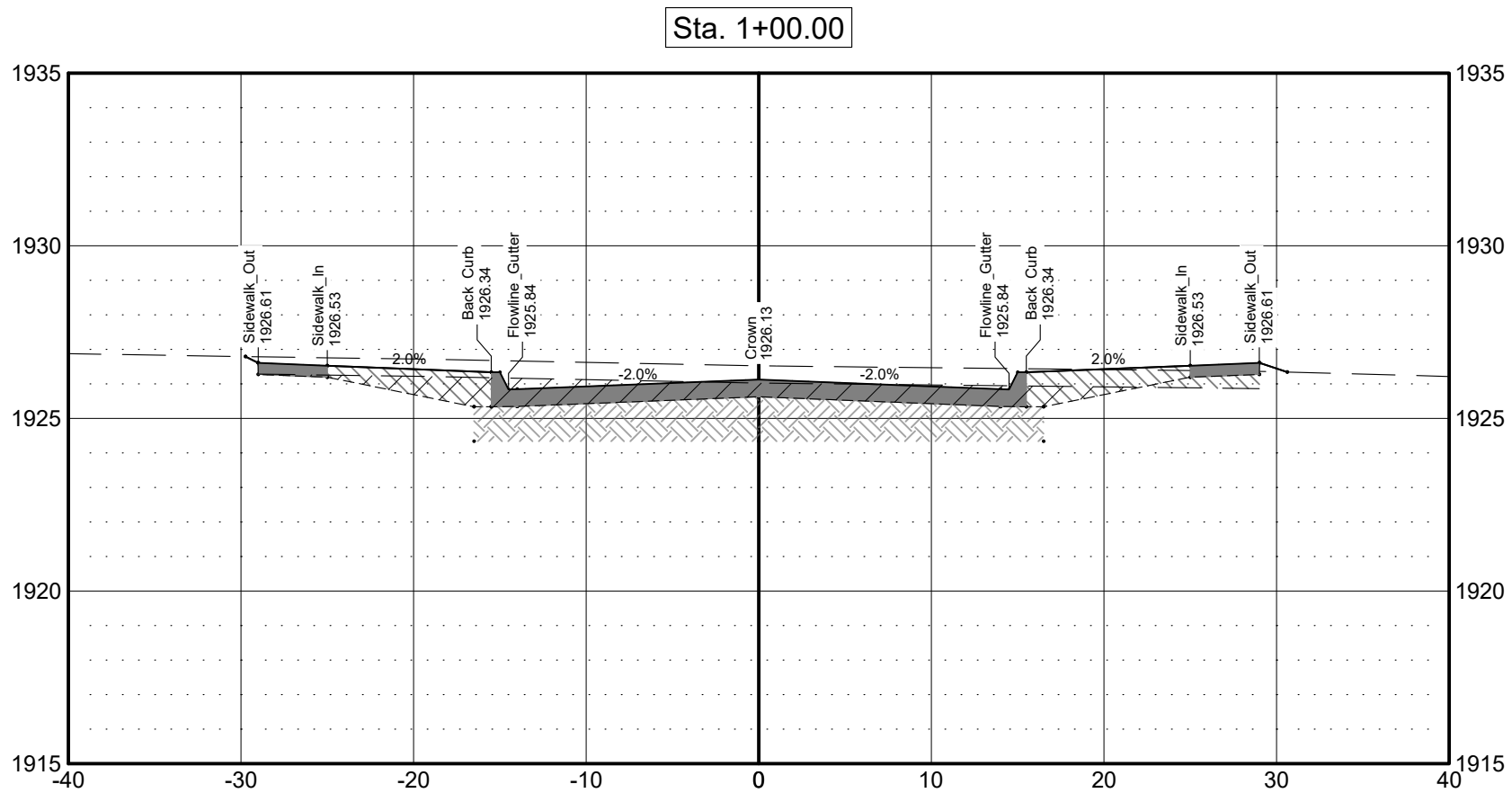
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C-5

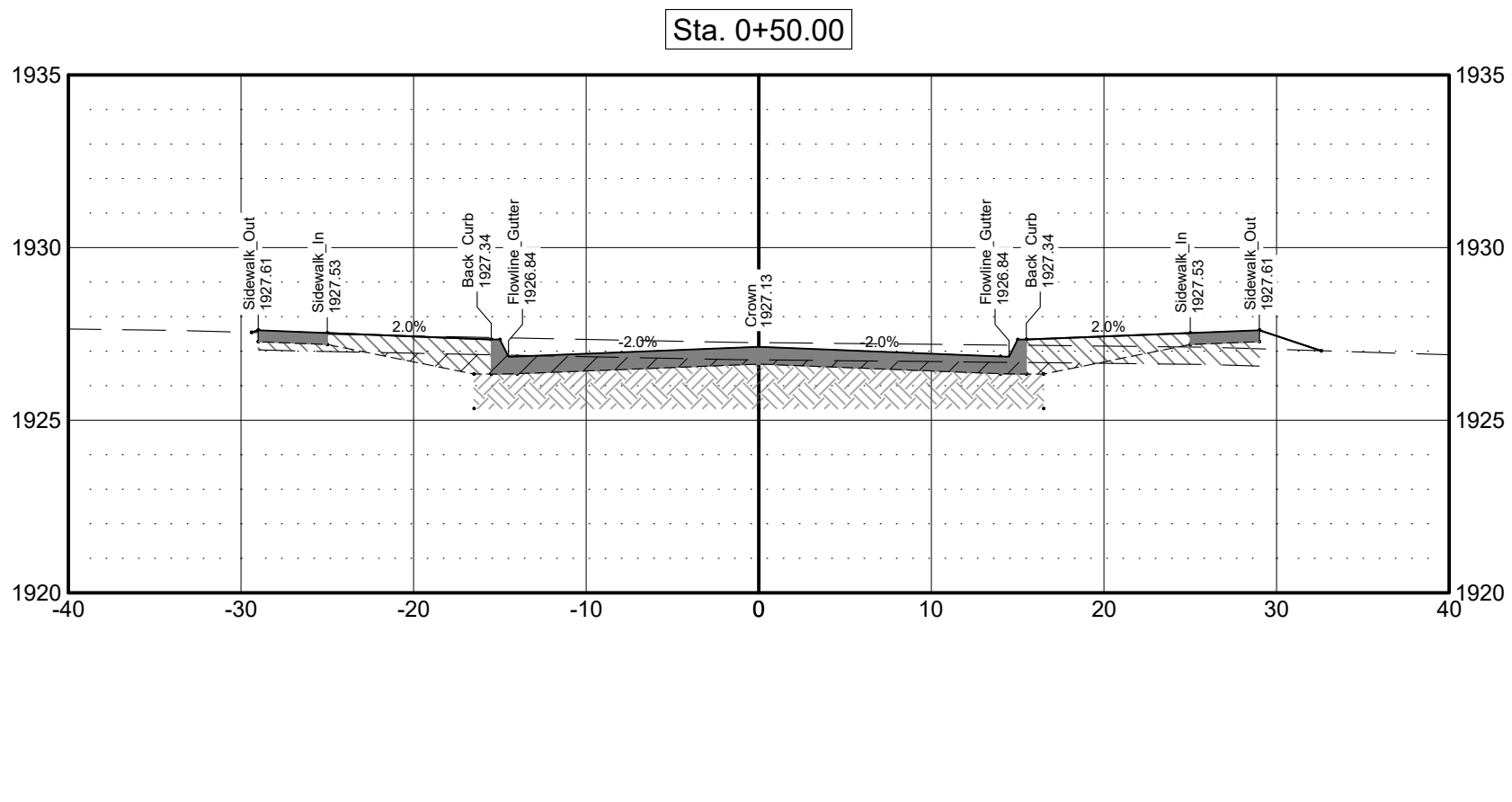
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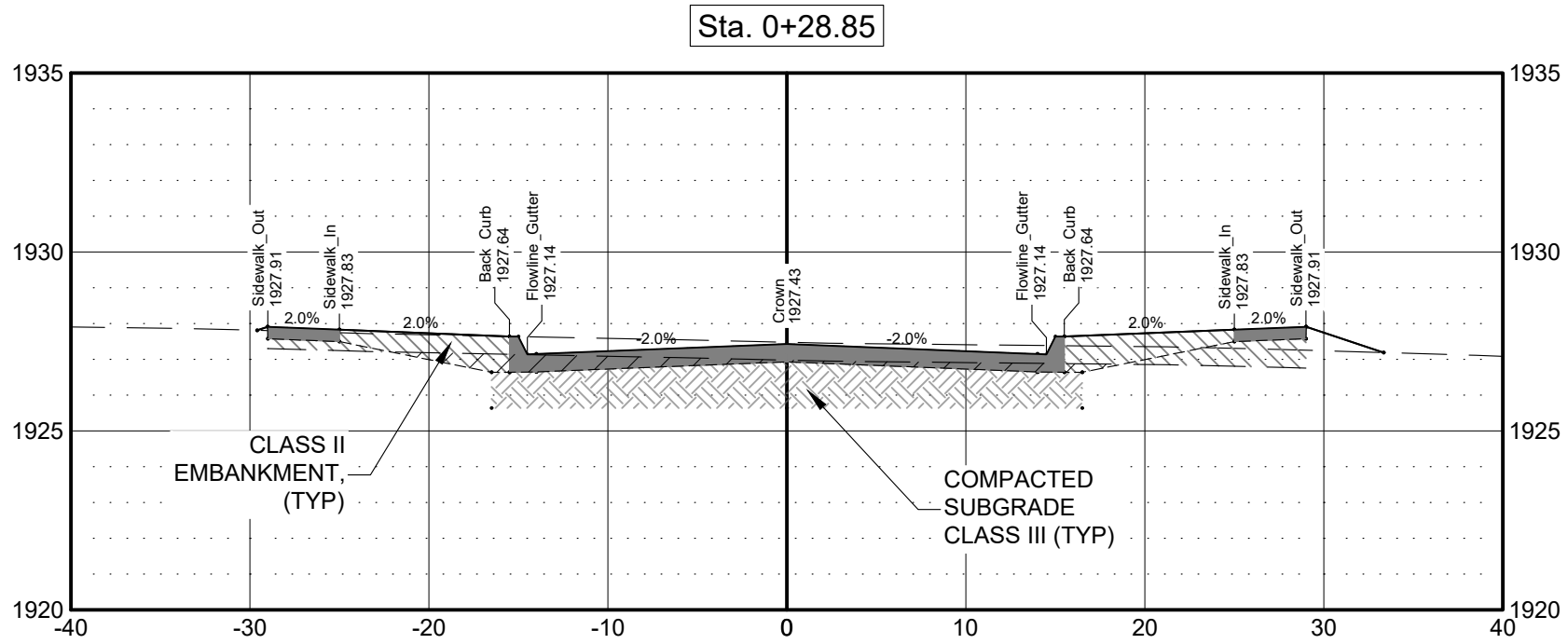
Material(s) at Station 1+50.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	28.02	48.88	91.58
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.34	2.99	14.15
COMPACTED SUBGRADE	37.27	69.03	167.25
COMPACTED FILL - B.O.C. TO SIDEWALK	32.43	60.05	145.50
PAVING - LANE AND BACK OF CURB	16.24	30.07	72.87
PAVING - SIDEWALK	2.66	4.93	11.95



Material(s) at Station 1+00.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	24.77	34.29	42.70
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.88	6.56	11.16
COMPACTED SUBGRADE	37.27	69.03	98.23
COMPACTED FILL - B.O.C. TO SIDEWALK	32.43	60.05	85.45
PAVING - LANE AND BACK OF CURB	16.24	30.07	42.80
PAVING - SIDEWALK	2.66	4.93	7.02

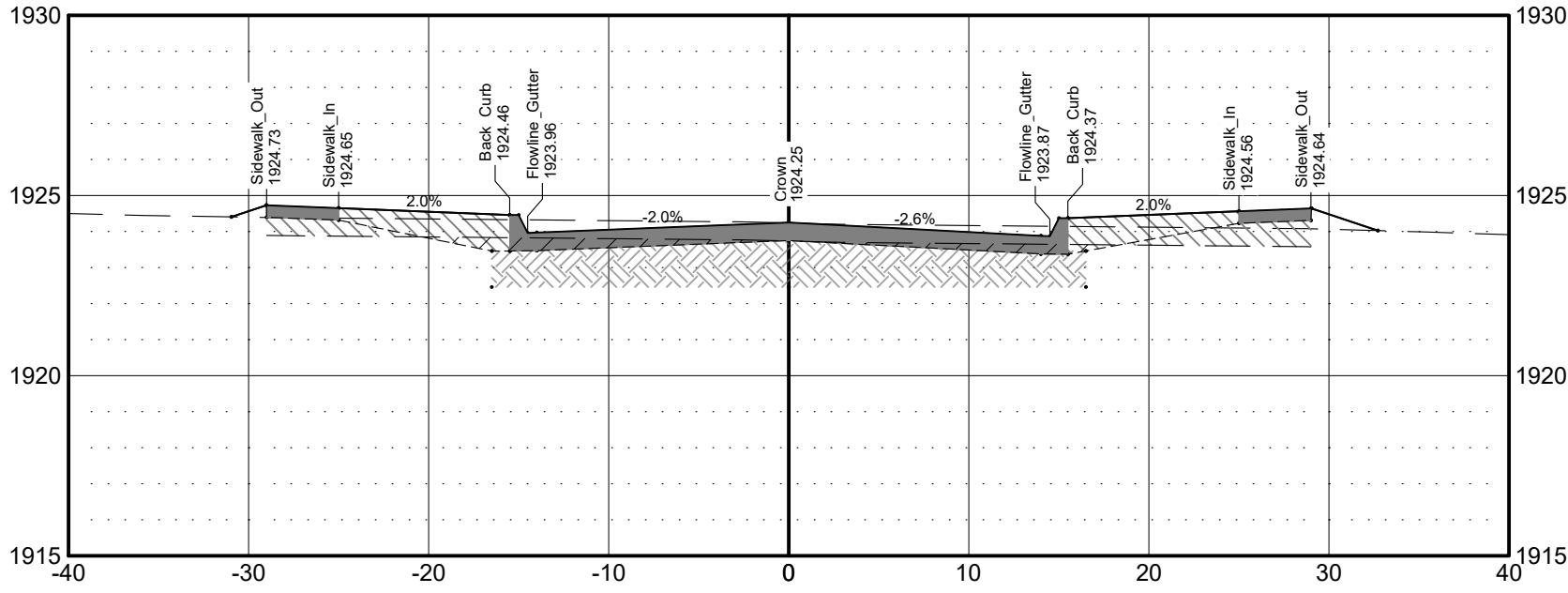


Material(s) at Station 0+50.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	12.26	8.41	8.41
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	5.20	4.61	4.61
COMPACTED SUBGRADE	37.27	29.20	29.20
COMPACTED FILL - B.O.C. TO SIDEWALK	32.43	25.40	25.40
PAVING - LANE AND BACK OF CURB	16.24	12.72	12.72
PAVING - SIDEWALK	2.66	2.09	2.09



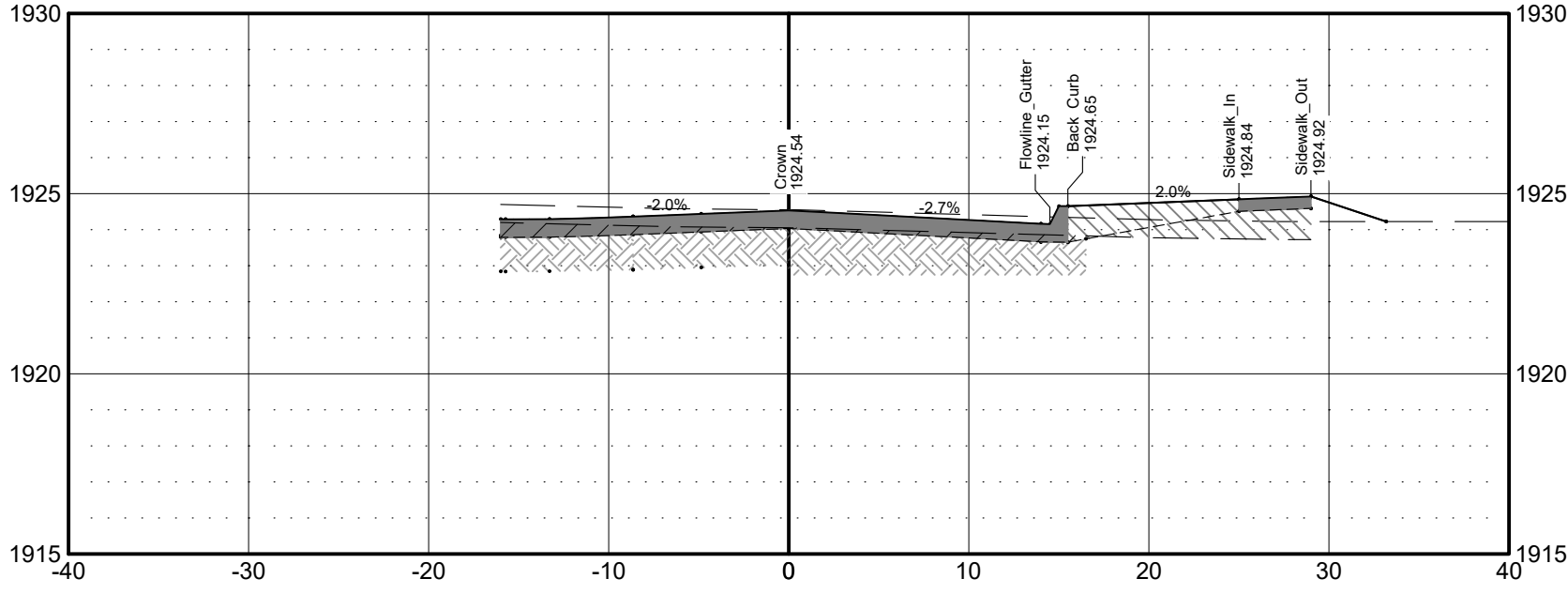
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GRADE CUT - STRIPPING TO T.O. DIRT GRADE	9.21	0.00	0.00
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	6.57	0.00	0.00
COMPACTED SUBGRADE	37.27	0.00	0.00
COMPACTED FILL - B.O.C. TO SIDEWALK	32.43	0.00	0.00
PAVING - LANE AND BACK OF CURB	16.24	0.00	0.00
PAVING - SIDEWALK	2.66	0.00	0.00

Sta. 2+50.00



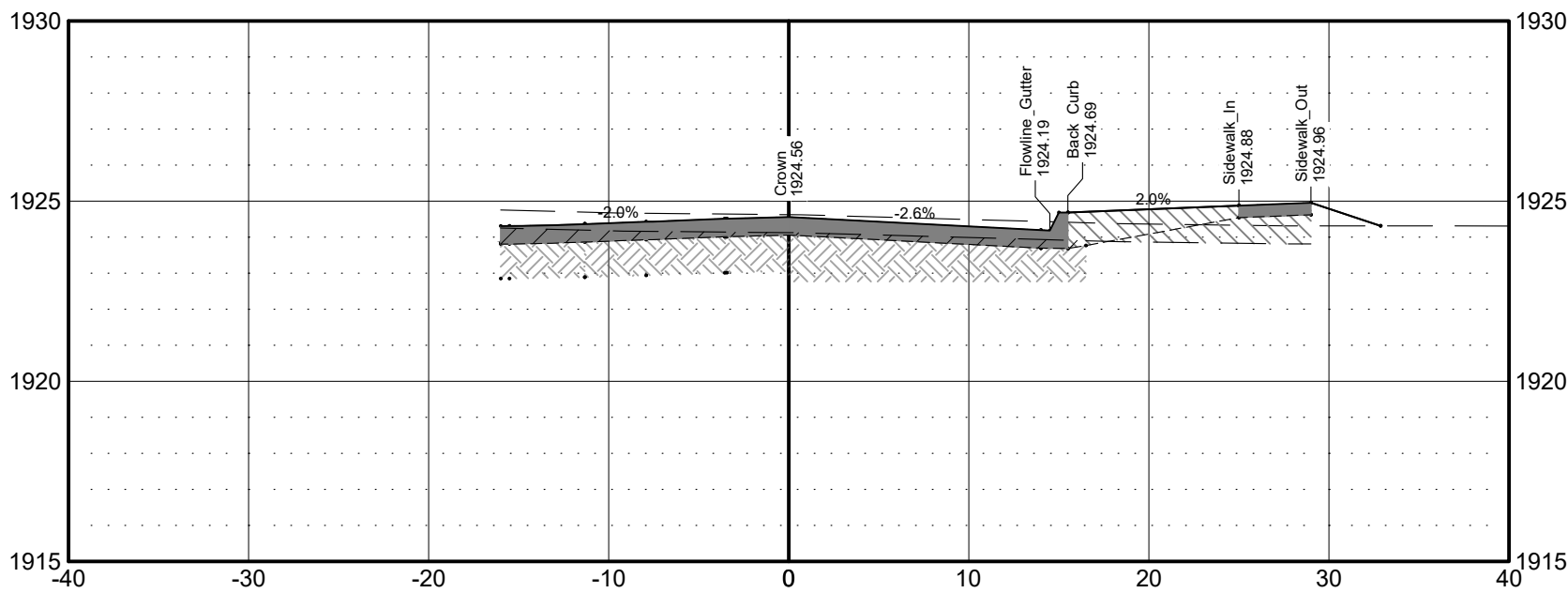
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Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	6.56	2.51	140.25
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	7.76	3.31	33.24
COMPACTED SUBGRADE	37.27	14.74	299.59
COMPACTED FILL - B.O.C. TO SIDEWALK	32.00	13.07	253.37
PAVING - LANE AND BACK OF CURB	16.24	6.62	132.86
PAVING - SIDEWALK	2.66	0.81	18.83

Sta. 2+03.54



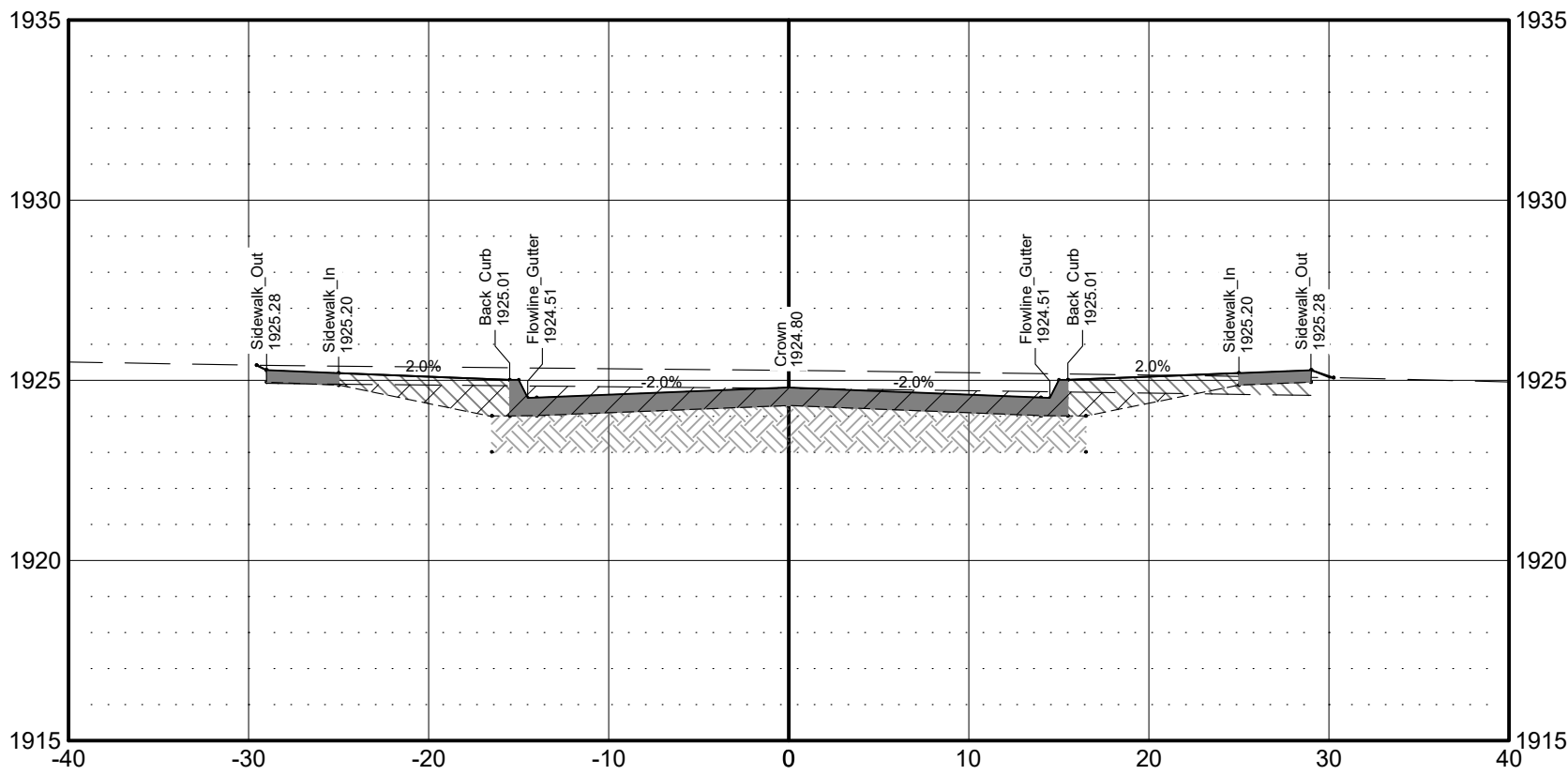
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Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	5.62	0.81	130.28
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	6.29	0.78	20.22
COMPACTED SUBGRADE	34.52	4.53	239.18
COMPACTED FILL - B.O.C. TO SIDEWALK	23.77	3.12	203.61
PAVING - LANE AND BACK OF CURB	16.11	2.11	104.98
PAVING - SIDEWALK	1.33	0.17	16.27

Sta. 2+00.00



Material(s) at Station 2+00.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	6.75	19.80	129.47
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	5.65	4.31	19.43
COMPACTED SUBGRADE	34.53	42.68	234.65
COMPACTED FILL - B.O.C. TO SIDEWALK	23.80	33.47	200.49
PAVING - LANE AND BACK OF CURB	16.12	19.24	102.87
PAVING - SIDEWALK	1.33	2.38	16.10

Sta. 1+67.90



Material(s) at Station 1+67.90			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	26.56	18.09	109.67
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.60	0.97	15.13
COMPACTED SUBGRADE	37.27	24.71	191.96
COMPACTED FILL - B.O.C. TO SIDEWALK	32.49	21.52	167.02
PAVING - LANE AND BACK OF CURB	16.24	10.77	83.64
PAVING - SIDEWALK	2.66	1.77	13.72

SOIL TYPE KEY

- GRADE CUT → [Hatched Pattern]
- CLASS II GRADE FILL → [Hatched Pattern]
- CLASS III COMPACTED FILL (SCARIFIED AND COMPACTED) → [Hatched Pattern]

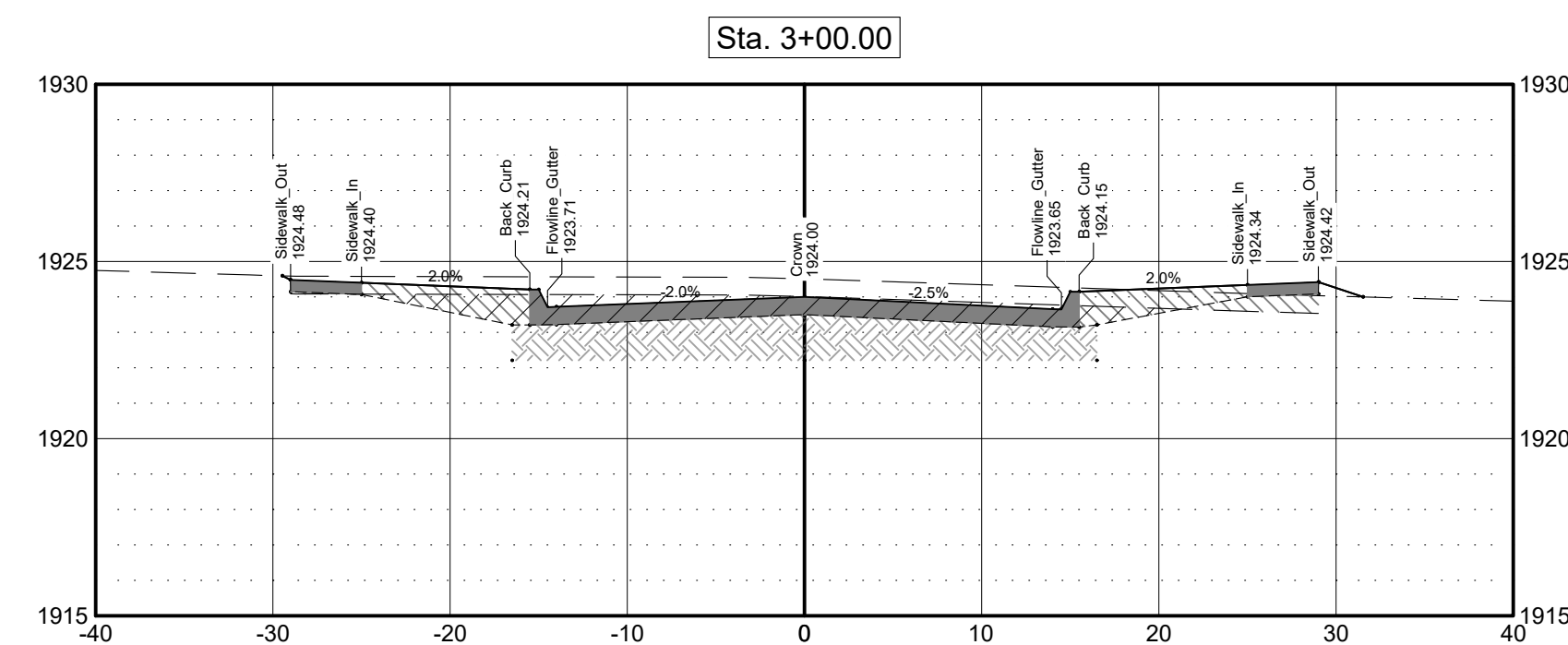
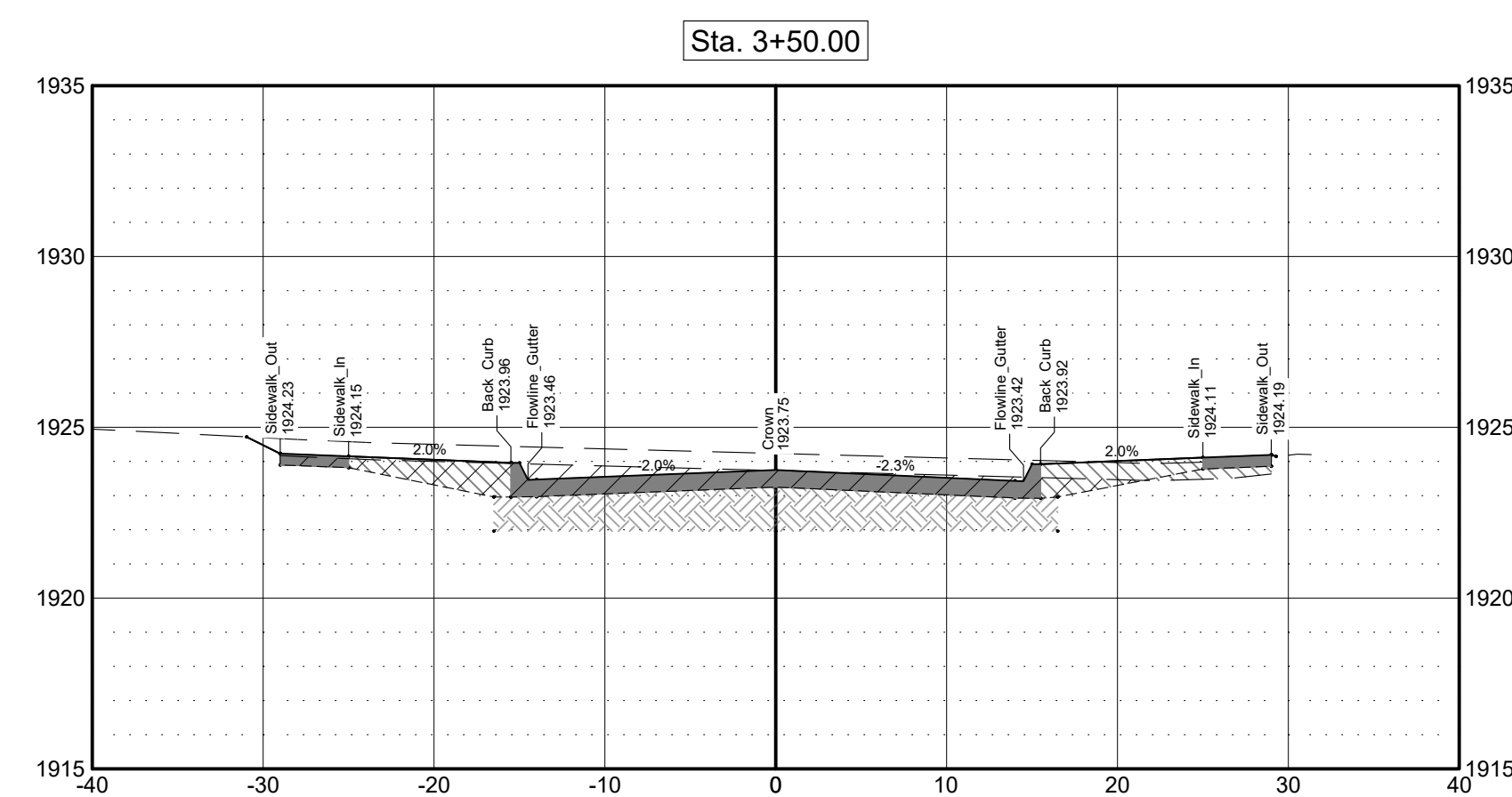
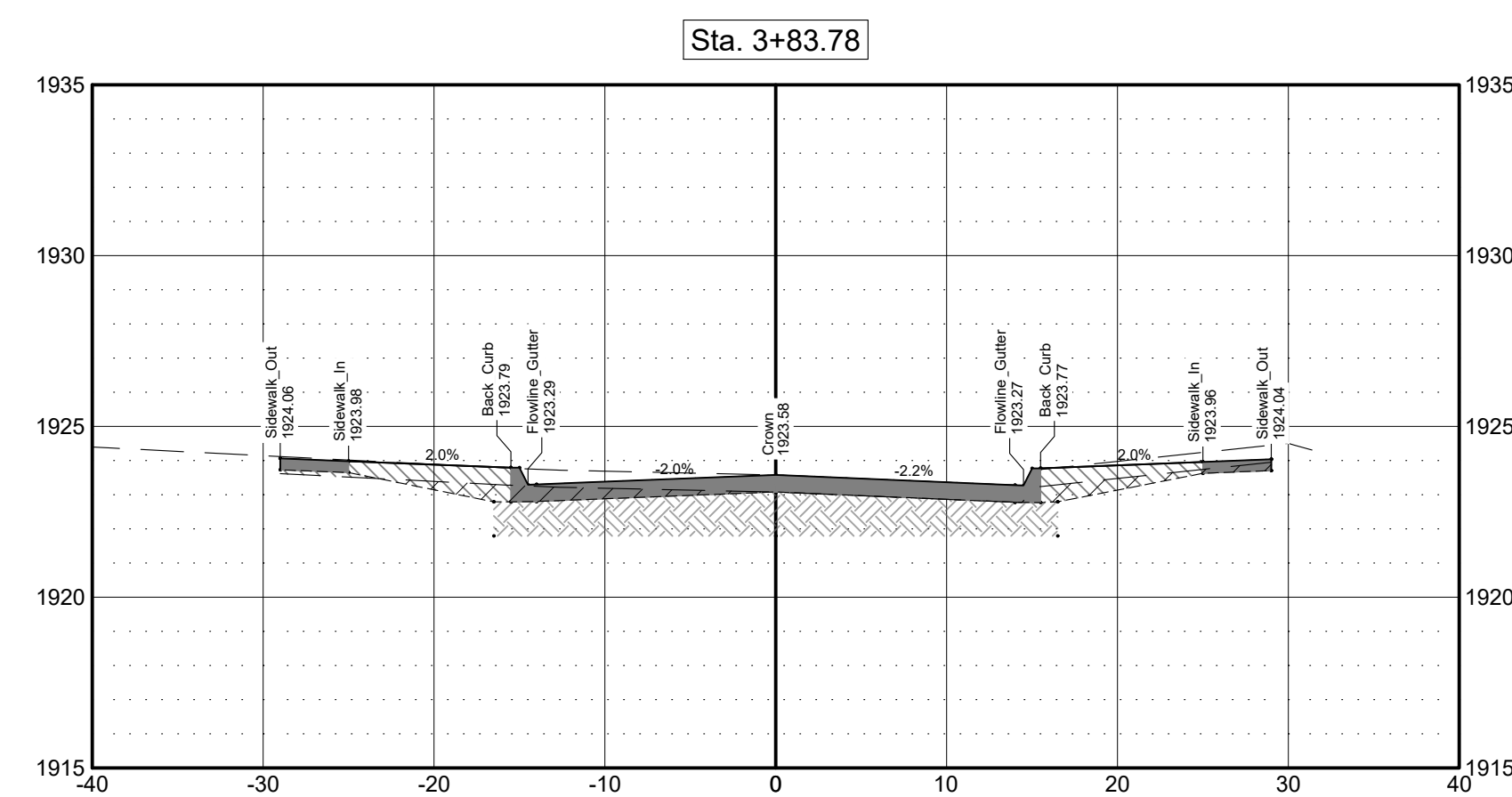
NOTE: CLASS I NOT SHOWN, BUT CAN BE USED FOR FINAL 6" AND WASTE ON LOTS.

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PAVING SECTIONS - W. 28TH ST.

SCALE: 1" = 10'



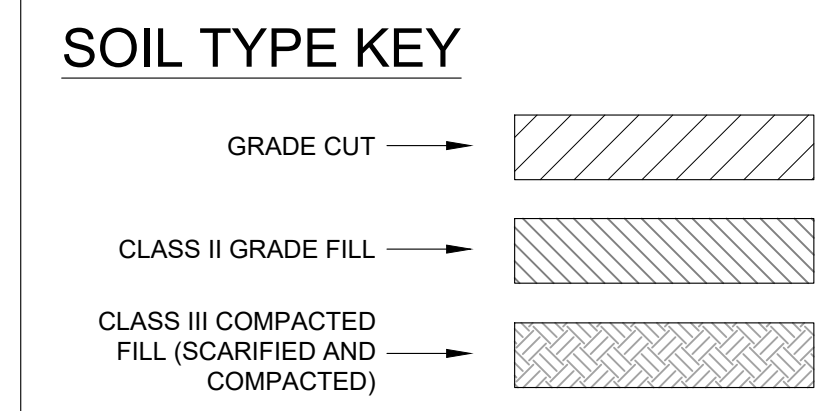
PAVING SECTIONS - W. 28TH ST.

SCALE: 1" = 10'

Material(s) at Station 3+83.78			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	10.03	24.65	246.74
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	0.63	1.44	48.55
COMPACTED SUBGRADE	37.27	46.63	484.28
COMPACTED FILL - B.O.C. TO SIDEWALK	32.32	40.39	412.73
PAVING - LANE AND BACK OF CURB	16.24	20.32	213.32
PAVING - SIDEWALK	2.66	3.33	32.03

Material(s) at Station 3+50.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	29.37	51.48	222.09
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.67	4.12	47.11
COMPACTED SUBGRADE	37.27	69.03	437.64
COMPACTED FILL - B.O.C. TO SIDEWALK	32.24	59.60	372.34
PAVING - LANE AND BACK OF CURB	16.24	30.07	193.01
PAVING - SIDEWALK	2.66	4.93	28.70

Material(s) at Station 3+00.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	26.23	30.36	170.61
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	2.78	9.76	43.00
COMPACTED SUBGRADE	37.27	69.03	368.62
COMPACTED FILL - B.O.C. TO SIDEWALK	32.12	59.38	312.75
PAVING - LANE AND BACK OF CURB	16.24	30.07	162.93
PAVING - SIDEWALK	2.66	4.93	23.77



NOTE: CLASS 1 NOT SHOWN, BUT CAN BE USED FOR FINAL 6" AND WASTE ON LOTS.

I, Steven W. Wolford, am the Coordinating Professional on the Lakeview 11th Addition project.

This bar is one inch long on original drawing.

 if not one inch on this sheet, adjust scales accordingly

WESTBROOK VILLAGE LLC
LAKEVIEW 11TH ADDITION
HASTINGS, NEBRASKA 68901

DESIGN ASSOCIATES
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2628 W. 2ND ST., HASTINGS, NE 68601 | 602.463.2377 | WWW.HDSDESIGN.COM

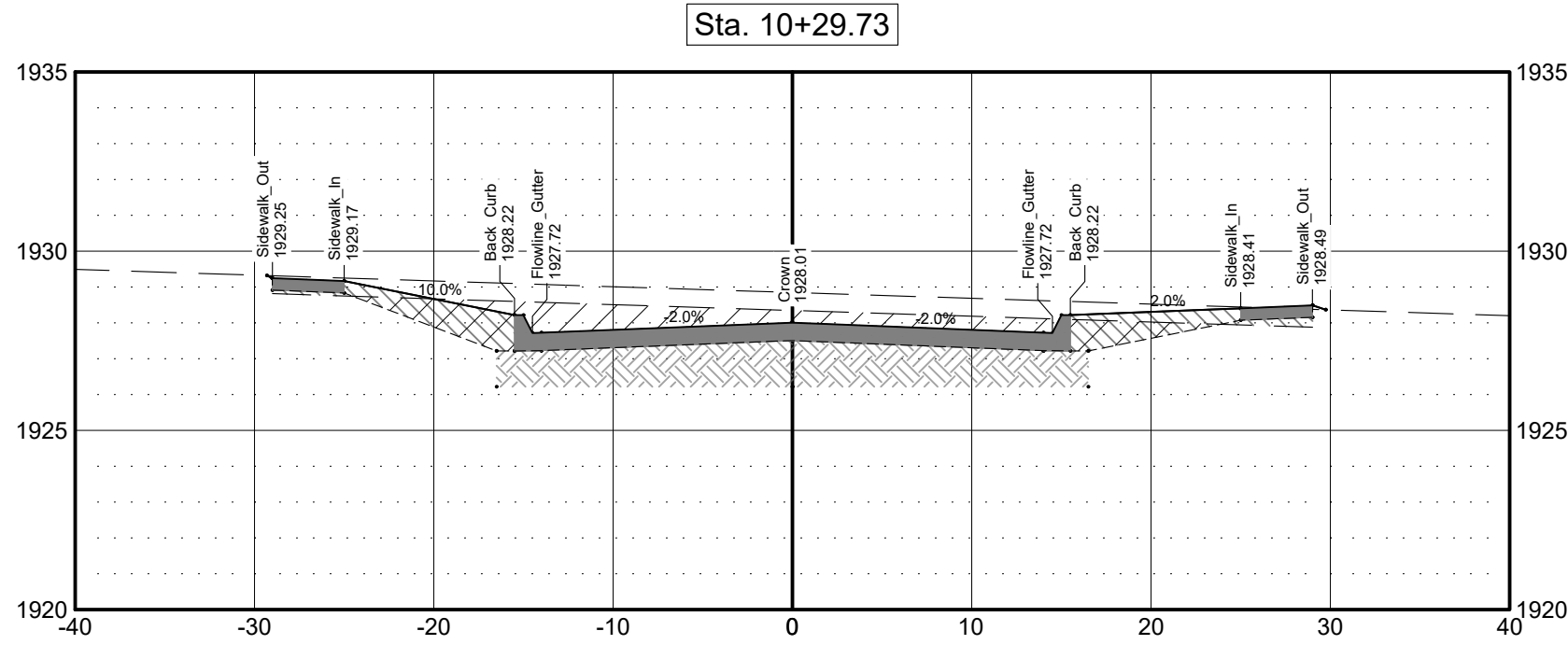
Seal of Coordinating Professional:

STEVEN W. WOLFORD
E-6289
AGRICULTURAL ENGINEER
STATE OF NEBRASKA
5/14/2009

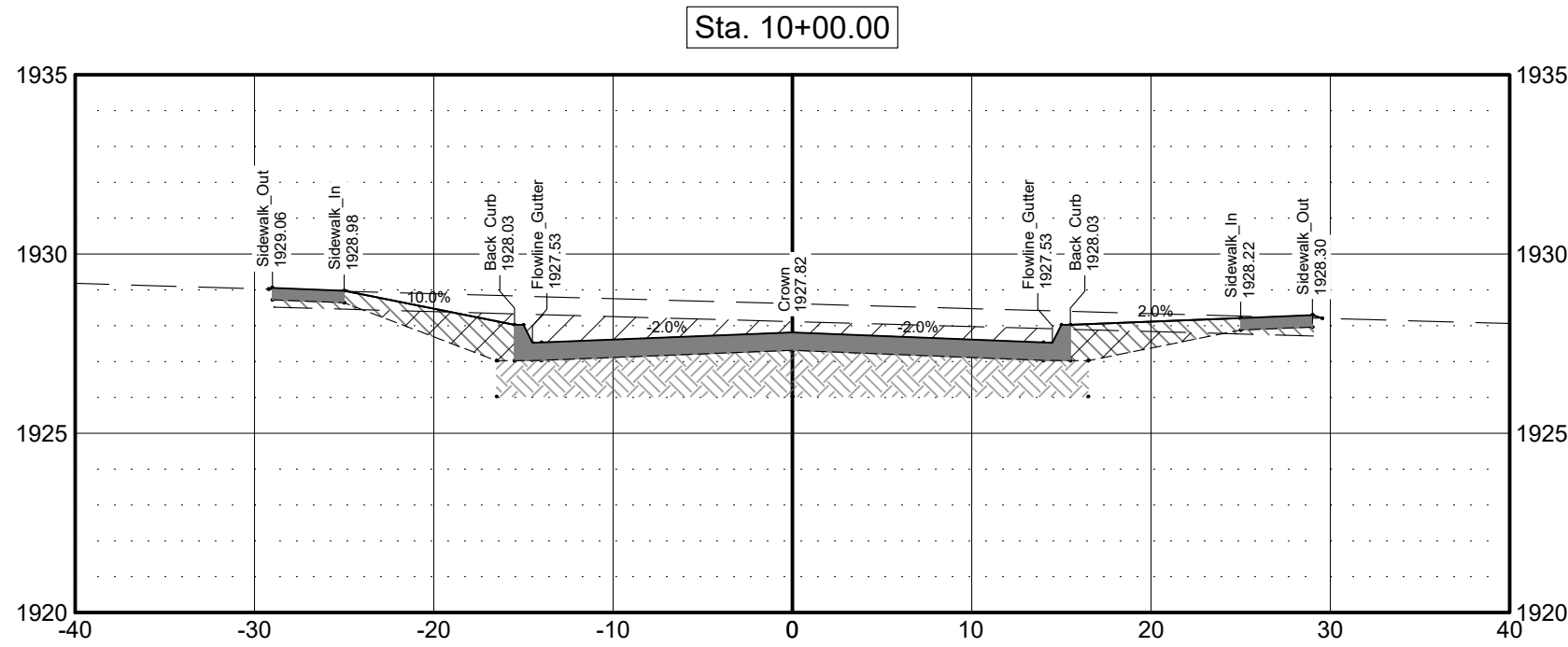
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DRAWN: JMT
CHECKED: sww
REVISIONS

C-6

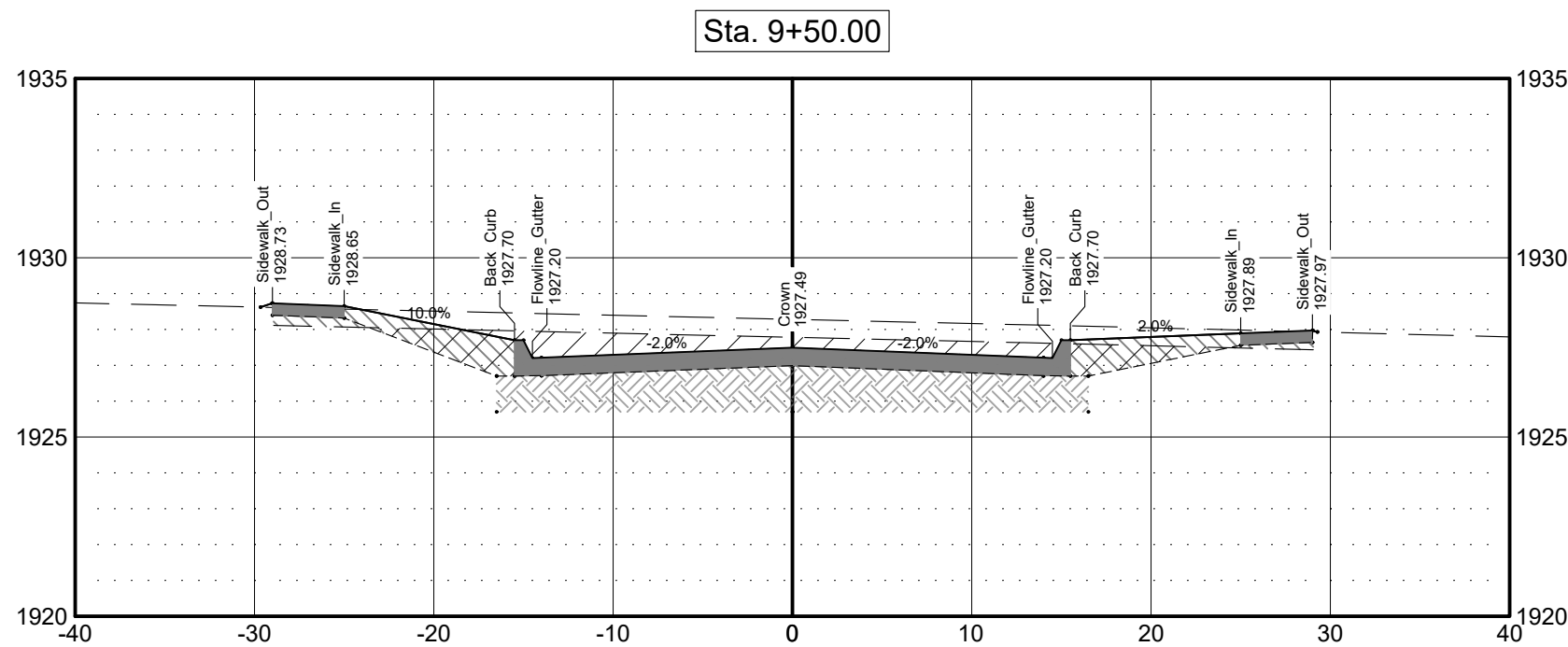
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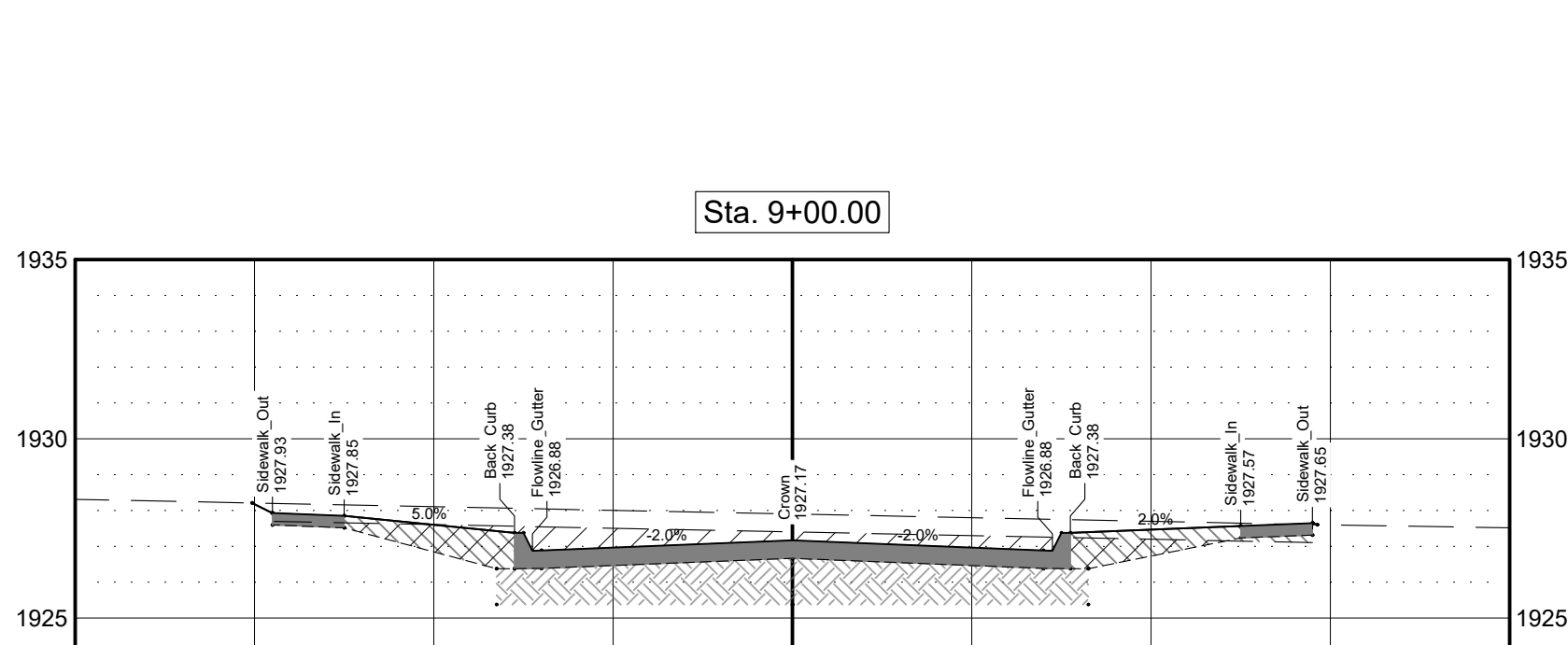
Material(s) at Station 10+29.73			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	41.86	45.38	511.58
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.27	1.58	43.43
COMPACTED SUBGRADE	37.27	41.05	680.06
COMPACTED FILL - B.O.C. TO SIDEWALK	32.81	36.14	587.08
PAVING - LANE AND BACK OF CURB	16.24	17.88	297.33
PAVING - SIDEWALK	2.66	2.93	46.76



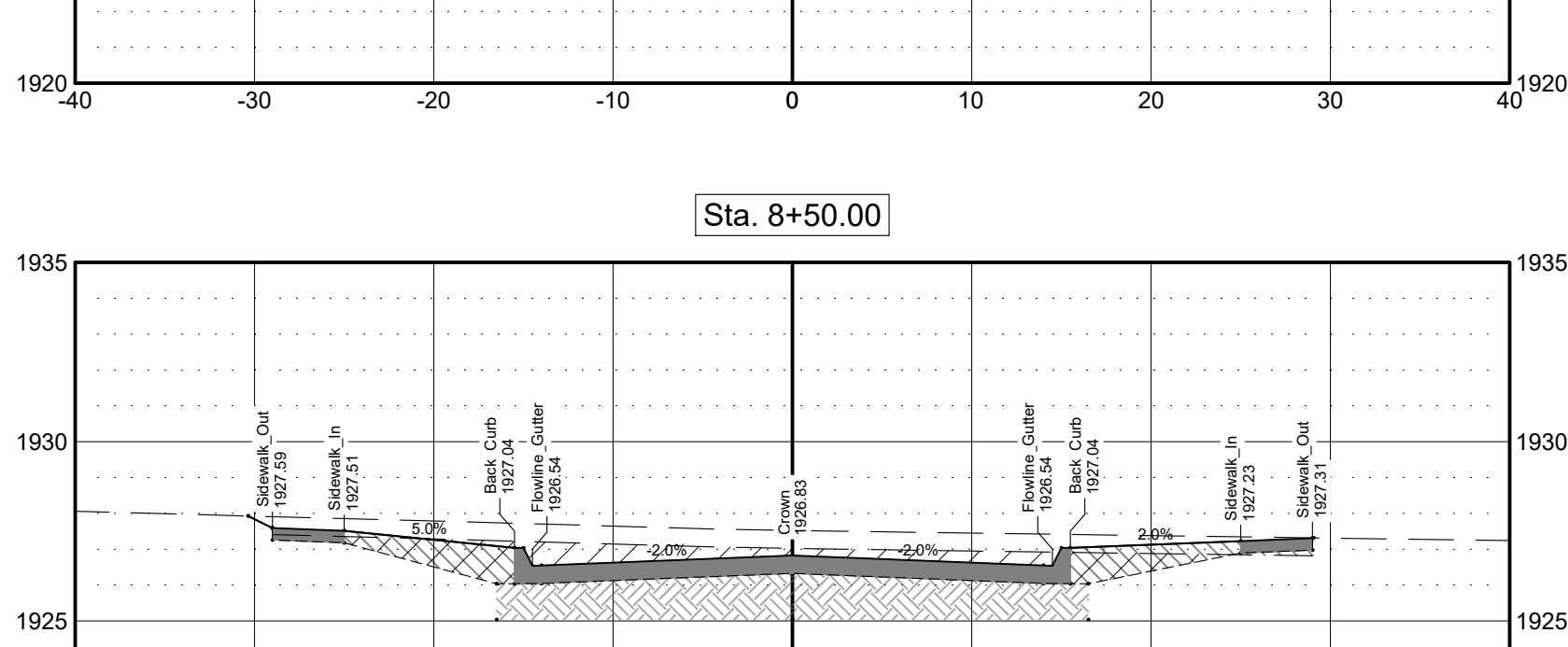
Material(s) at Station 10+00.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	39.97	73.94	466.20
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.85	3.27	41.85
COMPACTED SUBGRADE	37.27	69.04	639.01
COMPACTED FILL - B.O.C. TO SIDEWALK	32.79	66.76	556.95
PAVING - LANE AND BACK OF CURB	16.24	30.07	279.45
PAVING - SIDEWALK	2.66	4.93	43.83



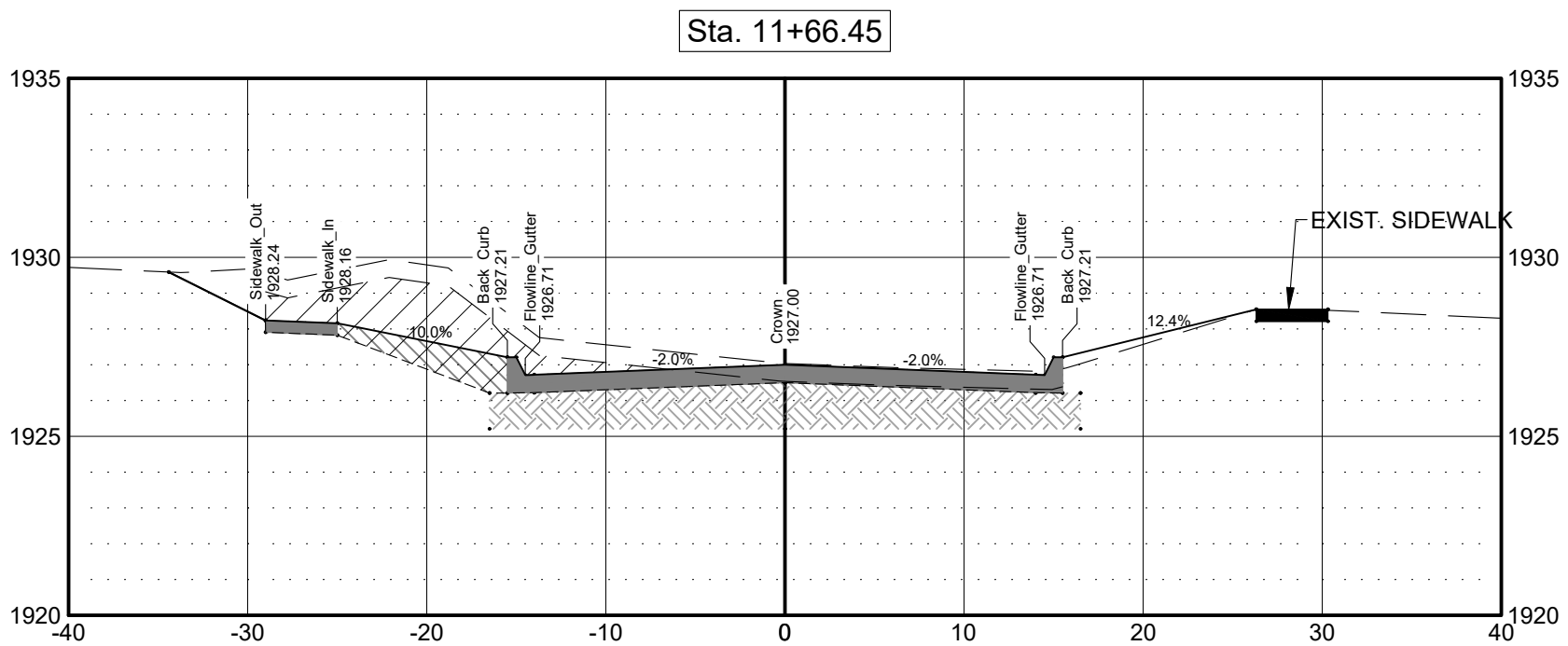
Material(s) at Station 9+50.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	39.43	73.20	392.26
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.83	2.26	38.58
COMPACTED SUBGRADE	37.27	69.04	569.97
COMPACTED FILL - B.O.C. TO SIDEWALK	32.79	60.53	490.18
PAVING - LANE AND BACK OF CURB	16.24	30.07	249.38
PAVING - SIDEWALK	2.66	4.93	38.89



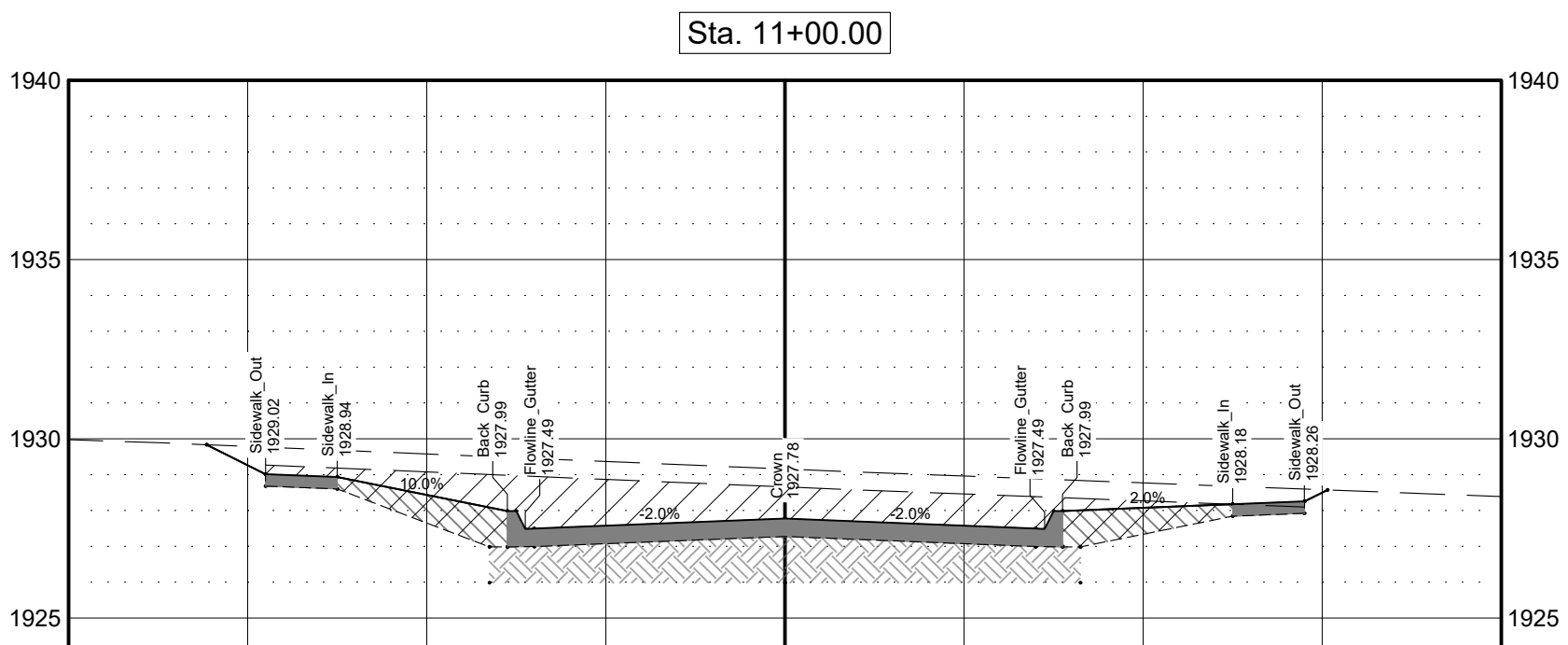
Material(s) at Station 9+00.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	39.10	72.92	319.06
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	0.62	0.86	36.31
COMPACTED SUBGRADE	37.27	69.04	505.93
COMPACTED FILL - B.O.C. TO SIDEWALK	32.55	60.31	429.66
PAVING - LANE AND BACK OF CURB	16.24	30.07	219.30
PAVING - SIDEWALK	2.66	4.93	33.96



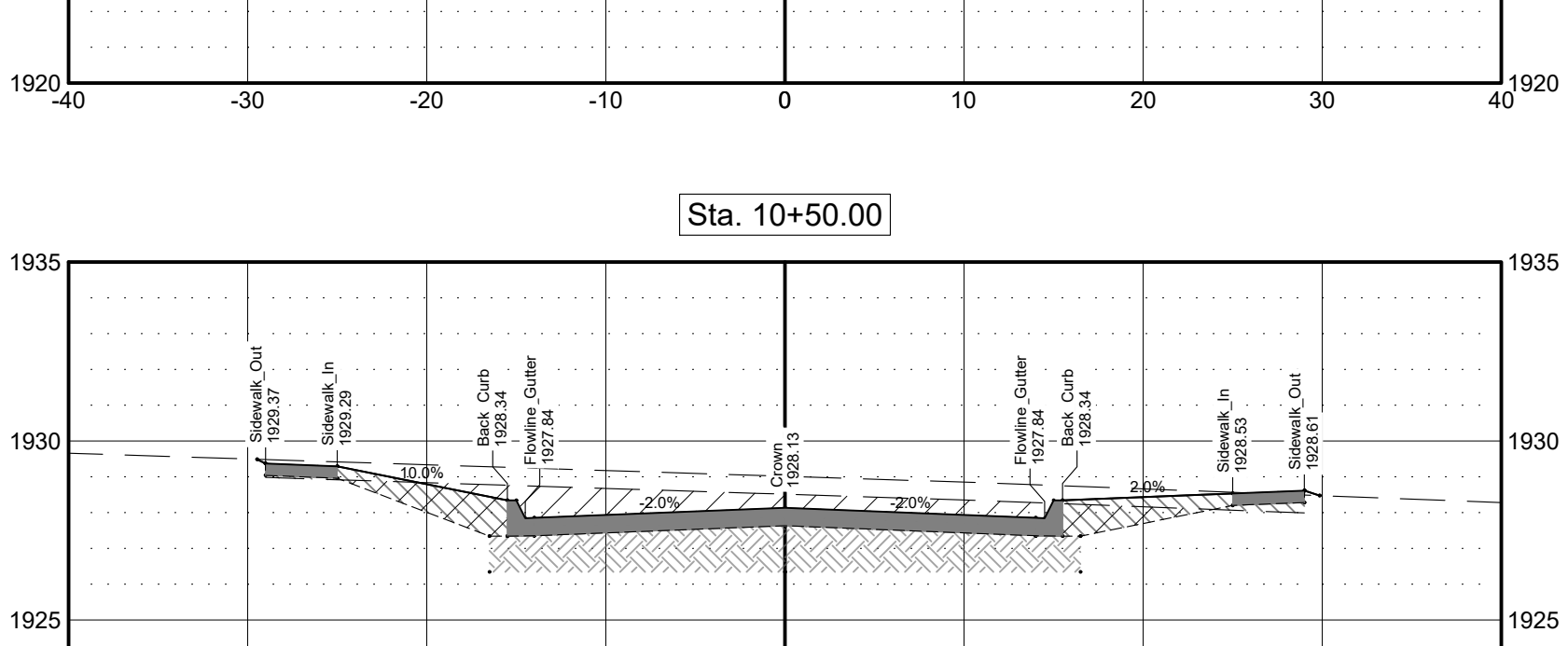
Material(s) at Station 8+50.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	38.98	65.37	246.15
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	0.43	1.87	35.44
COMPACTED SUBGRADE	37.27	69.04	431.89
COMPACTED FILL - B.O.C. TO SIDEWALK	32.57	60.33	369.35
PAVING - LANE AND BACK OF CURB	16.24	30.07	189.23
PAVING - SIDEWALK	2.66	4.93	29.03



Material(s) at Station 11+66.45			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	35.34	133.00	784.34
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	0.00	0.00	45.37
COMPACTED SUBGRADE	37.27	91.74	868.81
COMPACTED FILL - B.O.C. TO SIDEWALK	24.75	70.84	743.31
PAVING - LANE AND BACK OF CURB	16.24	39.97	379.57
PAVING - SIDEWALK	1.33	4.92	58.61



Material(s) at Station 11+00.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	72.74	107.69	651.34
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	0.00	1.04	45.37
COMPACTED SUBGRADE	37.27	69.03	777.07
COMPACTED FILL - B.O.C. TO SIDEWALK	32.81	60.75	672.47
PAVING - LANE AND BACK OF CURB	16.24	30.07	339.60
PAVING - SIDEWALK	2.66	4.93	53.69



Material(s) at Station 10+50.00			
Material Name	Area	Volume	Cumulative Volume
GRADE CUT - STRIPPING TO T.O. DIRT GRADE	43.56	32.07	543.65
GRADE FILL - STRIPPING TO T.O. DIRT GRADE	1.13	0.90	44.33
COMPACTED SUBGRADE	37.27	27.99	708.04
COMPACTED FILL - B.O.C. TO SIDEWALK	32.81	24.63	611.72
PAVING - LANE AND BACK OF CURB	16.24	12.19	309.53
PAVING - SIDEWALK	2.66	2.00	48.76

WESTBROOK VILLAGE LLC
LAKEVIEW 11TH ADDITION
HASTINGS, NEBRASKA 68901

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DRAWN: JMT
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REVISIONS

C-8

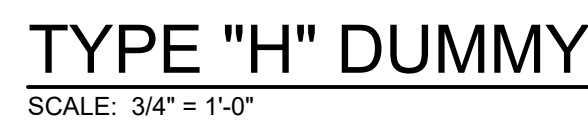
DATE: MAY, 2026

PAVING SECTIONS - MORRELL LN.

SCALE: 1" = 10'

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1. STRIP ALL AREAS OF VEGETATION THAT ARE TO BE PAVED OR HAVE FILL PLACED ON THEM. STOCK PILE STRIPPINGS FOR TOP DRESSING AS A FINAL FILL.
2. ALL SUBGRADE FOR LOTS SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR.
3. ALL SUBGRADE UNDER PAVEMENT SHALL BE PREPARED AS DESCRIBED ON C-1. SUBGRADE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY AT A MOISTURE CONTENT OF $\pm 3\%$ OF OPTIMUM MOISTURE.
4. INCLUDED WITH THE GRADING SHALL BE BACKFILLING ALL CURBS AFTER COMPLETION AND FILLING OF LOTS AS GENERAL GRADING ON C-1.
5. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL UTILITIES PRIOR TO BEGINNING WORK.
6. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL PROPERTY PINS AND PAY FOR ANY DAMAGED OR DESTROYED PINS.

1. ALL CONCRETE FOR STREET SHALL BE 47B-3500 PER SPECIFICATIONS.
2. USE LIGHT BROOM OR BURLAP FINISH PER CITY REQUIREMENTS.
3. ALL SUBGRADE UNDER CONCRETE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY AT ±3% FROM OPTIMUM MOISTURE.
6. AS SOON AS PRACTICAL AFTER PLACING, ALL CONCRETE SHALL HAVE CONTROL JOINTS CUT. 1/4 OF THE THICKNESS DEEP AND SPACED EVENLY AS SHOWN. JOINTS SHALL BE BLOWN FREE OF DUST IMMEDIATELY AFTER SAW CUTTING.
7. JOINT SEALER SHALL BE HOT POURED JOINT SEALER IN ACCORDANCE WITH ASTM D3405.
8. TYPICAL TRANSVERSE JOINTS SHALL BE SPACED AT 10 FT. CTRS. UNLESS SHOWN OTHERWISE. ADJUST TRANSVERSE JOINTS AT INTERSECTIONS AS SHOWN ON DETAILS. LENGTH DIVIDED BY WIDTH CAN BE NO MORE THAN 1.25 PER ACI

1. USE TYPE 'G' FOR ADJACENT PAVING LANES.
2. USE TYPE 'F' FOR ALL JOINTS TO EXISTING PAVING.
3. PROVIDE TYPE 'F' (WITH BARS SET IN PAVEMENT) WHERE EVER PAVING IS TO BE CONTINUED IN THE FUTURE. PROVIDE REMOVABLE HEADER OF AT LEAST 1' IN LENGTH AND EQUAL IN DEPTH TO THE CONCRETE.
4. USE TYPE 'D' AT LOCATIONS SHOWN ON PLANS.
5. USE TYPE 'H' FOR ALL OTHER JOINTS.
6. ALL JOINTS TO HAVE HOT APPLIED SEALANT PER SPECS.

HASTINGS, NEBRASKA 68901

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C-9

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