



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, March 15, 2022

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, March 15, 2022, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at Council Chambers beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

ROLL CALL

MINUTES

1. Draft Minutes of March 1, 2022 Meeting- City Clerk Bargmann

March 1, 2022

The Seward City Council met at 7:00 p.m. on Tuesday, March 1, 2022 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller (arrived 8:44 p.m.), John Singleton, Jonathon Wilken, Matt Stryson. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Timothy Kubert, Building/Zoning & Code Enforcement Tim Dworak, City Engineer Michael Oneby, and Chief of Police Brian Peters.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Municipal Building, Seward County Courthouse, CityofSewardNE.com, and Seward Memorial Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted in the Council Chambers of the Municipal Building and copies are available where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

Mayor Eickmeier announced that due to the large contingency of citizens wishing to make public comments, the order of the agenda would be altered.

APPROVAL OF MINUTES OF FEBRUARY 15, 2022 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the minutes of the February 15, 2022 City Council meeting be approved.

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Wilken, Stryson.

Nay: None.

Absent: Miller. Motion carried.

CONSENT AGENDA CONSIDERATION ITEMS

The following Consent Agenda items were approved in one single motion made by Councilmember Singleton, seconded by Councilmember Stryson:

1. Claims & Payables Reports

CLAIMS LIST
3-1-22

March 1, 2022

COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities,

| | | |
|----------------------------|----|------------|
| Aqua-Chem Inc | MA | 401.20 |
| Barco Municipal Products | SU | 795.61 |
| Blue Cross Blue Shield Ne | BE | 61,478.82 |
| Bluestem Network LLC | SE | 100.00 |
| Capital Business-Dallas | MA | 523.92 |
| Carroll Construction Supp | SU | 16.50 |
| Cash-Wa Distributing Co | ML | 111.03 |
| Chase Card Service | | 7,347.58 |
| 54th Street - Saint Joseph | ML | 80.54 |
| Adobe | MS | 577.41 |
| Amazon | SU | 1,420.39 |
| ASCE | MS | 306.95 |
| Captial Overhead Door | BU | 103.17 |
| Constant Contact | SE | 20.00 |
| Dragon Palace | ML | 139.21 |
| Ehlers Electronics | SU | 0.56 |
| Epic Sports | SU | 443.34 |
| Expedia | TG | 542.44 |
| Hardware World | SU | 133.90 |
| Holiday Inn | TG | 533.07 |
| JD's Coffee | MC | 228.83 |
| Menard's | SU | 183.16 |
| Microsoft | MS | 158.90 |
| NFFPA Natl Fire Protect | MS | 190.95 |
| OG Supply | SU | 38.40 |
| Pacific Cascade | SU | 115.35 |
| Physical Ed Equip | SU | 186.32 |
| Runza | ML | 206.67 |
| Sam's Club | SU | 224.02 |
| SpareTime Lounge | ML | 117.00 |
| ULINE | SU | 84.61 |
| Univ of Neb-Omaha | TG | 393.00 |
| USPS | PO | 82.03 |
| Valentino's | ML | 90.57 |
| Walmart | SU | 532.90 |
| Zoom | MS | 213.89 |
| City Seward Buildings/Gr | RI | 3,000.00 |
| City Seward Library Petty | PO | 199.14 |
| City Seward Payroll Accou | SA | 164,083.46 |
| Continental Fire/Alarm/De | SE | 195.00 |
| Dominy Madison | SE | 35.00 |
| Eakes Office Solutions | SU | 26.16 |
| Eberspacher Jena | SE | 35.00 |
| Fast Mart | GS | 33.31 |
| Fastenal Company | SU | 115.41 |
| Foreup Golf Software Inc | IT | 455.00 |
| GPM | CI | 7,013.00 |
| Great Plains Communicatio | SE | 490.00 |

March 1, 2022

| | | |
|---------------------------|--------------|--------------|
| Green Madison | SE | 35.00 |
| Hartman Tarynn | SE | 35.00 |
| Helmink Printing/Grph Inc | SU | 90.00 |
| Herring Emmalee | SU | 35.00 |
| Holiday Inn-Kearney | TG | 344.85 |
| Home Depot Pro | SU | 234.16 |
| Javorsky Tim | SE | 100.00 |
| Last Mile Network Consult | IT | 75.30 |
| Lee'S Refrigeration | BU | 2,764.65 |
| Lintt Mark | RI | 39.99 |
| Lliteras Keira | SE | 35.00 |
| Memorial Health-Drug | SE | 254.00 |
| Menards North | SU | 418.96 |
| Meyer Automotive | RE | 142.95 |
| Mid-American Benefits Inc | BE | 500.00 |
| Midwest Turf & Irrigation | RE | 370.89 |
| Municipal Supply Omaha | IV | 1,223.10 |
| Myers Matthew | MS | 25.00 |
| Nebraska D A S Acct Ocio | MA | 231.00 |
| Nebraska Dept Env/Energy | MS | 40.00 |
| Orscheln Farm & Home | SU | 248.40 |
| Piitz Lonnie | SE | 150.00 |
| Principal Financial Group | BE | 2,324.81 |
| Quill Corp | SU | 19.98 |
| Reams Sprinkler Supply | TG | 75.00 |
| Resco | IV | 12,750.00 |
| Riverside Portables Llc | SE | 95.00 |
| Schaefer Jeffi | SE | 35.00 |
| Schulz Eden | SE | 35.00 |
| Seward Electronics | RE | 46.28 |
| Short Elliott Hendrickson | CI | 46,548.35 |
| Storey Kenworthy / Matt P | SU | 555.23 |
| Stutzman Ona | SU | 35.00 |
| Time Warner Cable | SE | 764.62 |
| U S Postal Service | MS | 4,500.00 |
| Valley Corporation | CI | 380,155.00 |
| Verizon Wireless | SE | 89.10 |
| Volvik Usa Inc | MH | 468.00 |
| Wesco Distribution Inc | IV | 2,056.54 |
| | CLAIMS TOTAL | \$704,401.30 |

2. Seward County Chamber & Development Partnership Report
3. Refuse Hauler's Annual License Application - Bel-Con Refuse

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Wilken, Stryson.

Nay: None.

Absent: Miller. Motion carried.

PUBLIC HEARINGS

1. PUBLIC HEARING - 7:00 PM - PRESENTATION AND DISCUSSION OF FUNCTIONING AND PROGRESS OF THE SEWARD ECONOMIC DEVELOPMENT PLAN

City Administrator Butcher presented the semi-annual report of the Citizens Advisory Review Committee (CARC) that most recently met on February 2nd.

March 1, 2022

Mayor Eickmeier opened the public hearing at 7:04 p.m. With no public comments, Mayor Eickmeier closed the public hearing.

Councilmember Beck moved, seconded by Councilmember Kolterman, to accept the presented semi-annual report of the Citizens Advisory Review Committee for the LB840 Economic Development Plan.

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Wilken, Stryson.
Nay: None.
Absent: Miller. Motion carried.

ADMINISTRATIVE ITEMS

1. REQUEST FROM THE SUICIDE PREVENTION COALITION FOR THE 2022 WALK FOR HOPE TO HELD ON APRIL 2ND

Andreea Baker, 1942 Denton Road, Pleasant Dale, represented the Coalition and described the event. This event had been previously held at Concordia University, but the request for this year is hold an open community event on the Plum Creek Trail. City Administrator Butcher mentioned the specific approvals from Council would be for the Coalition to hold the event and allow vendor sales on City property.

A. PERMISSION FOR SUICIDE PREVENTION COALITION TO UTILIZE THE PLUM CREEK TRAIL FOR EVENT

Councilmember Kamprath moved, seconded by Councilmember Wilken that permission be granted to the Suicide Prevention Coalition to hold the event on City property.

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Wilken, Stryson.
Nay: None.
Absent: Miller. Motion carried.

B. PERMISSION FOR SUICIDE PREVENTION COALITION TO OFFER VENDOR SALES IN THE PLUM CREEK SPORTS COMPLEX PARKING LOT

Councilmember Kolterman moved, seconded by Councilmember Kamprath that permission be granted to the Suicide Prevention Coalition to allow vendor sales on City property.

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Wilken, Stryson.
Nay: None.
Absent: Miller. Motion carried.

2. RESOLUTION AMENDING POLICY FOR JOB DESCRIPTION CHANGES, ALLOWING FOR CITY ADMINISTRATOR DISCRETION FOR NON-APPOINTED POSITIONS

Mr. Butcher provided an overview of the request for policy change. City Administration is seeking the ability to amend job descriptions for non-appointed positions as needed. It was noted that the current procedure for amending job descriptions, which included Council approval, can lengthen the hiring process. Mr. Butcher noted that this request was presented and approved unanimously by the Personnel, Finance & Audit Committee at the January 18th meeting.

Councilmember Singleton introduced the following resolution:

March 1, 2022

RESOLUTION NO. 2022-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD,
NEBRASKA, APPROVING A COUNCIL POLICY STATEMENT

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the City Administration in regard to various issues which regularly occur; and

WHEREAS, the City Council desires to establish a Council Policy Statement entitled "Process for Reviewing and Revising Job Descriptions".

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Seward, Nebraska, do hereby approve the Council Policy Statement entitled, "Process for Reviewing and Revising Job Descriptions, 2022-001" and do further herby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Passed and approved this _____ day of March, 2022.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve Resolution 2022-11, amending the policy for job description changes.

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Wilken, Stryson.

Nay: None.

Absent: Miller. Motion carried.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that City Administrator Butcher's report of March 1, 2022 be accepted.

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Wilken, Stryson.

Nay: None.

Absent: Miller. Motion carried.

PUBLIC HEARINGS

1. PUBLIC HEARING - 7:00 PM - PRELIMINARY PLAT OF PRAIRIE VIEW ADDITION

March 1, 2022

The applicant of the proposed subdivision, Bob Benes (1640 Normandy Court, Lincoln) of Aspen Builders, was present to provide an overview of the application to this point. He noted that their recent work has centered on improving drainage, adjusting lot sizes and adding recreation areas.

Councilmember Singleton asked Mr. Benes about changes to the water drainage speeds as it approaches the Valley View Estates. Mr. Benes responded that improvements to the grading and plans for detention cells will improve volumes and lessen water speeds as it moves toward Valley View.

Councilmember Singleton also inquired about the timeline for construction. Mr. Benes responded that construction would begin as soon as all approvals are in place. Additionally, he added that this first phase of construction would last approximately two years on the west portion of the subdivision with 35 homes expected to be constructed. City Administrator Butcher added that two phased capital projects are proposed to be undertaken by the City near the subdivision site in the near-term: paving/lighting of East Seward Street to Highway 34 and drainage system improvements on Evergreen Street.

Chair of the Planning Commission, Ron Wallman (2574 Waverly Road), provided an overview of the proceedings of the February 28th meeting. The Commission recommended approval of the proposed plat. He opined that the demand for home construction lots is present and that most objections of the subdivision centered around traffic issues on East Seward Street, particularly east of the N Columbia Ave-East Seward Street intersection. Mr. Wallman also opined that an issue with traffic flow on north-south corridors currently exists and that it should be addressed in the short-term. Mr. Butcher responded that in review of the County's 1 and 6-year plan that 252nd Road was identified for paving; however, that plan was completed in 2007 so the City is inquiring as to the status of that project.

Mayor Eickmeier opened the public hearing at 7:50 p.m.

Marcia Karel, 194 E Seward Street, has concerns about increased traffic on E Seward Street as a result of the proposed Prairie View subdivision.

Jan Matzke, 15 Seward Street, proposes a diversion of traffic on E Seward Street as well as fixes to North Columbia Road to address traffic issues.

Al Underwood, 535 Chestnut Circle, worries that any traffic diversions from E Seward Street would negatively impact residents of the Valley View Estates.

Joe Mazurek, 140 E Seward Street, expressed concern about the amount of commercial traffic on E Seward Street, east of the N Columbia Ave intersection. He proposes the street be designated as a 'residential street' which will curtail commercial traffic. Mr. Butcher noted that the City is exploring how to potentially designate the street as 'residential' rather than 'collector street' for traffic alleviation.

Tom Matzke, 116 S Columbia Ave, expressed concern over increasing traffic and requests that the developer secure better access. He encouraged the Council to vote 'no' on the subdivision.

Alexis Scribner, 110 E Seward Street, requests that Council delay approval of the subdivision until traffic issues are resolved. She also expressed concern about current speeds on Highway 34 as commuters enter Seward.

March 1, 2022

Councilmember Miller arrived at 8:44 p.m.

Ken Lieb, 2592 E Seward Road, expressed concern for increased traffic on E Seward Road and hoped any traffic solutions wouldn't disturb his residence.

Jonathan Jank, President & CEO of the Seward County Chamber & Development Partnership, presented four letters of support from Seward's largest employers. He expressed their need for increased workforce and stated the employer's support for this project to alleviate the housing shortage.

Mayor Eickmeier closed the public hearing at 8:54 p.m.

Councilmember Kamprath believes that people are excited about the development but that they want growth to be done in a smart way that alleviates traffic issues. He expressed concern over the density of the development, particularly the number of lots; drainage and traffic issues; and the proposed timeline of the development. Mr. Kamprath proposes tabling the development until solutions are discovered and requests City staff contact the State about access points.

Councilmember Kamprath moved, seconded by Councilmember Beck, that preliminary plat of prairie view addition be tabled for 30 days until City staff is able to determine solutions to the traffic issues identified.

Councilmember Beck stated her position of the City finding temporary mitigation measures with long-term plans for traffic alleviation.

Councilmember Miller opined that any increased traffic on E Seward Street would not be realized for over a year until the first homeowners arrive. Mr. Miller feels the subdivision decision shouldn't be delayed as the City has plenty of time to devise traffic solutions while the first homes are being constructed.

Bob Benes understood Councilmember Kamprath's concerns but expressed concern for his construction timeline if the Council decision takes too long.

Aye: Beck, Hendrix, Kamprath, Kolterman, Singleton, Stryson.

Nay: Miller, Wilken.

Absent: None. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None.

ANNOUNCEMENT OF UPCOMING EVENTS

March 1, 2022 - Downtown Revitalization Application to launch

March 31, 2022 - COVID Zoom briefing

April 23, 2022 - Seward County clean-up day

April 28, 2022 - Business Anniversaries Luncheon

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Wilken, that the March 1, 2022 City Council Meeting be adjourned.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Wilken, Stryson.

Nay: None.

March 1, 2022

Absent: None. Motion carried.

Adjourned approximately 9:28 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST
3-15-22

COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities,

| | | |
|---------------------------|----|------------|
| All Copy Products Inc | MA | 10.12 |
| Akrs Equipment Inc | SU | 20.76 |
| All Road Barricades Inc | SU | 1,115.22 |
| Amazon.Com Credit Service | SU | 2,049.93 |
| ARPS | CI | 2,165.63 |
| Baker & Taylor | SU | 2,135.45 |
| Baker Becky J | RI | 109.94 |
| Barco Municipal Products | SU | 426.21 |
| Bargmann Derek | RI | 233.95 |
| Bizco Technologies | IT | 1,276.48 |
| Bobcat Of Omaha | FA | 28,000.00 |
| Burlington Northern Santa | MC | 710.92 |
| C N A Surety | MS | 100.00 |
| Callaway Golf | MH | 1,078.02 |
| Campbell Cleaning | SE | 1,350.00 |
| Capital Business-Cheyenne | MA | 9.04 |
| City Seward Electric Fund | UT | 45,292.90 |
| City Seward Library Petty | RI | 330.22 |
| City Seward Merchant Serv | SE | 2,526.95 |
| City Seward Payroll Accou | SA | 156,733.77 |
| City Seward Perpetual Fd | SL | 900.00 |
| Constellation Newenergy | UT | 2,624.17 |
| Dane Refuse & Recycling | MC | 241.67 |
| Danko Emergency Equipment | UN | 352.72 |
| Electronic Contracting Co | SE | 321.00 |
| Emergency Medical Product | SU | 500.12 |
| Envision Electric LLC | BU | 4,144.75 |
| Exchange Bank | FA | 3,300.00 |
| Farmers Coop Seward | GS | 2,353.18 |
| Fast Mart | SU | 90.00 |
| Frazey Russell | RI | 65.03 |
| Fyr-Tek | EQ | 1,094.66 |
| Galls LLC | UN | 401.75 |
| Gerhold Concrete Co Inc | GU | 960.68 |
| Graham Tire | SU | 556.08 |
| Hach Company | MA | 4,205.98 |
| Hansent Int'L Truck Inc | RE | 703.78 |
| Hobson Automotive & Tire | RE | 132.00 |
| Hoffschneider Law PC LLO | SE | 4,750.00 |

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|---------------------------|----|-----------|
| Home Depot Pro | SU | 149.76 |
| Jackson Services Inc | SU | 81.64 |
| JEO Consulting Group | SE | 7,165.00 |
| Kahler Daniel S | RI | 110.00 |
| Last Mile Network Consult | IT | 90.00 |
| League NE Municipalities | TG | 735.00 |
| Lincoln Winwater Works | IV | 252.12 |
| Matheson Tri-Gas Inc | OP | 114.34 |
| Merle'S Flower Shop | SU | 100.00 |
| Mid-American Benefits Inc | BE | 1,008.00 |
| Midwest Auto Parts | RE | 702.93 |
| Midwest Turf & Irrigation | RE | 4.99 |
| Municipal Supply Omaha | SU | 262.45 |
| Mustang Graphics | SE | 176.00 |
| My-Lor Inc | SU | 191.85 |
| Nebraska Equipment Inc | GS | 29.98 |
| Nebraska Golf & Turf | RE | 70.01 |
| Nebraska Health Environme | MA | 168.00 |
| Nebraska Society Certifie | TG | 129.00 |
| Nebraska Treasurer | MC | 9.76 |
| Nifco Mechanical Systems | SE | 200.00 |
| Norris Public Power Distr | UT | 484.00 |
| Northern Safety Co Inc | SU | 151.75 |
| Odeys Inc | GU | 680.70 |
| Olsson | SE | 5,145.50 |
| One Call Concepts Inc | SE | 81.40 |
| O'Reilly Automotive Inc | SU | 111.59 |
| Orscheln Farm & Home | SU | 455.63 |
| Pac 'N' Save Discount Foo | ML | 2,274.10 |
| Pipher Jim | SE | 350.00 |
| Policky Brandon A | RI | 117.70 |
| Promes Golf Cart Service | RE | 317.40 |
| Quill Corp | SU | 55.58 |
| Resco | IV | 67,635.00 |
| Riverside Portables LLC | SE | 100.00 |
| Security Equipment Inc | BU | 383.40 |
| Seward County Chamber & D | MC | 998.03 |
| Seward County Ema | SU | 6.00 |
| Seward County Independent | PU | 996.61 |
| Seward County Treasurer | SE | 15,949.25 |
| Seward Electronics | SU | 229.50 |
| Seward Lumber & Home Cent | SU | 529.28 |
| Seward Public Schools | MC | 20.00 |
| Seward Wind LLC | UT | 49,489.34 |
| Sommerfeld Allison N | RI | 216.74 |
| Sparetime Lounge & Grill | ML | 2,570.51 |
| Sports Express | UN | 98.60 |
| U S A Bluebook - Cust 812 | SU | 221.44 |
| Verizon Wireless | SU | 511.58 |
| Visa - Pinnacle Bank | | 629.54 |

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|-------------------------|--------------|--------|--------------|
| Bluestem | SE | 115.00 | |
| Demco | SU | 88.34 | |
| Harlequin | SU | 28.26 | |
| Paypal - Schifferdecker | SU | 27.00 | |
| Sam's Club | SU | 246.98 | |
| Walmart | SU | 107.93 | |
| Zoom | SE | 16.03 | |
| Voehl Cindy | MI | | 9.36 |
| Wake Max T/Elizabeth B | MC | | 3,416.26 |
| Webcemeteries | IT | | 9,381.80 |
| Wesco Distribution Inc | IV | | 438.43 |
| Windstream Nebraska Inc | SE | | 1,929.99 |
| Yellow Robe, Colette | SE | | 250.00 |
| Zimco Supply Co | RE | | 7,359.05 |
| | CLAIMS TOTAL | | \$458,718.97 |

2. City Treasurer Report

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate | | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | |
|-------------------------------------|-----------------------------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|
| | | Moody | State | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec |
| PLEDGEE: CITY OF SEWARD (02) | | | | | | | | | | |
| CMO | 3137AWU78 | | 1.250 | 185157011-1 | | 12/15/2027 | | | | |
| FHR | FHR 4145 AC | | | | | 12/1/2012 | 1,500,000.00 | 1,500,000.00 | 96,396.87 | 94,083.57 |
| D02/02 | | | | | | AFS | 96,396.87 | 100.00% | 95,878.10 | 94,183.98 |
| CMO | 3137B0NV2 | | 1.500 | 185157183-1 | | 9/15/2025 | | | | |
| FHR | FHR 4176 EC | | | | | 3/1/2013 | 2,000,000.00 | 2,000,000.00 | 103,157.84 | 102,527.79 |
| D02/02 | | | | | | AFS | 103,157.84 | 100.00% | 102,808.65 | 102,527.79 |
| GNMA | 36176W2B6 | | 4.000 | 185168920-1 | | 12/15/2026 | | | | |
| GNMA | GNMA POOL 778670 | | | | | 12/1/2011 | 560,000.00 | 560,000.00 | 41,928.22 | 43,731.01 |
| D02/02 | | | | | | AFS | 41,928.22 | 100.00% | 43,157.24 | 43,870.77 |
| GNMA | 36202ERL5 | | 5.000 | 185171012-1 | | 3/20/2023 | | | | |
| GNM2 | GNMA2 POOL 4091 | | | | | 3/1/2008 | 500,000.00 | 500,000.00 | 4,897.63 | 4,999.40 |
| D02/02 | | | | | | AFS | 4,897.63 | 100.00% | 4,936.90 | 4,999.40 |
| GNMA | 3620A9QG9 | | 3.500 | 185171527-1 | | 9/15/2024 | | | | |
| GNMA | GNMA POOL 723255 | | | | | 9/1/2009 | 750,000.00 | 750,000.00 | 25,087.85 | 25,447.33 |
| D02/02 | | | | | | AFS | 25,087.85 | 100.00% | 25,551.26 | 25,447.33 |
| GNMA | 3620ARB59 | | 3.500 | 185171588-1 | | 5/15/2025 | | | | |
| GNMA | GNMA POOL 737260 | | | | | 5/1/2010 | 1,000,000.00 | 1,000,000.00 | 48,711.93 | 49,944.16 |
| D02/02 | | | | | | AFS | 48,711.93 | 100.00% | 49,388.08 | 49,944.16 |
| MBS | 3128MDW74 | | 3.500 | 177039340-1 | | 12/1/2028 | | | | |
| FGLM | FHLMC POOL G14970 | | | | | 12/1/2013 | 1,450,000.00 | 1,450,000.00 | 274,446.02 | 282,996.65 |
| D02/02 | | | | | | AFS | 274,446.02 | 100.00% | 289,025.27 | 282,996.65 |
| MBS | 3128MEHL8 | | 5.000 | 185145155-1 | | 11/1/2024 | | | | |
| FGLM | FHLMC POOL G15435 | | | | | 5/1/2015 | 557,000.00 | 557,000.00 | 177.83 | 181.90 |
| D02/02 | | | | | | AFS | 177.83 | 100.00% | 180.86 | 181.90 |
| MBS | 3128MMLQ4 | | 4.500 | 185145399-1 | | 12/1/2024 | | | | |
| FGLM | FHLMC POOL G18334 | | | | | 12/1/2009 | 1,015,000.00 | 1,015,000.00 | 15,769.19 | 16,280.17 |
| D02/02 | | | | | | AFS | 15,769.19 | 100.00% | 15,996.96 | 16,280.17 |
| MBS | 3128PNRR8 | | 4.000 | 185147100-1 | | 7/1/2024 | | | | |
| FGLM | FHLMC POOL J09948 | | | | | 6/1/2009 | 1,300,000.00 | 1,300,000.00 | 18,114.50 | 18,818.92 |
| D02/02 | | | | | | AFS | 18,114.50 | 100.00% | 18,445.15 | 18,818.92 |

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate | | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|-----------------------------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | Moody | State | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MBS | 3128PQ4E8 | 4.500 | | 185147195-1 | | 2/1/2025 | | | | | |
| FGLM | FHLMC POOL J11721 | | | | | 2/1/2010 | 1,200,000.00 | 1,200,000.00 | 21,984.84 | 22,639.68 | 22,639.68 |
| D02/02 | | | | | | AFS | 21,984.84 | 100.00% | 22,534.18 | 82.44 | 22,722.12 |
| MBS | 3128Q0GL5 | 4.000 | | 185147609-1 | | 5/1/2027 | | | | | |
| FGLM | FHLMC POOL J19203 | | | | | 5/1/2012 | 425,000.00 | 425,000.00 | 32,389.06 | 34,092.54 | 34,092.54 |
| D02/02 | | | | | | AFS | 32,389.06 | 100.00% | 33,576.15 | 107.96 | 34,200.50 |
| MBS | 31335HUG6 | 6.000 | | 185150272-1 | | 10/1/2022 | | | | | |
| FGLM | FHLMC POOL C90583 | | | | | 10/1/2002 | 700,000.00 | 700,000.00 | 280.85 | 282.94 | 282.94 |
| D02/02 | | | | | | AFS | 280.85 | 100.00% | 281.03 | 1.40 | 284.34 |
| MBS | 31335HYR8 | 5.500 | | 185150298-1 | | 10/1/2023 | | | | | |
| FGLM | FHLMC POOL C90720 | | | | | 10/1/2003 | 3,250,000.00 | 3,250,000.00 | 13,976.85 | 14,492.65 | 14,492.65 |
| D02/02 | | | | | | AFS | 13,976.85 | 100.00% | 14,210.30 | 64.06 | 14,556.71 |
| MBS | 31371LQY8 | 5.000 | | 185155978-1 | | 6/1/2024 | | | | | |
| FNMA | FNMA POOL 255271 | | | | | 5/1/2004 | 500,000.00 | 500,000.00 | 3,379.35 | 3,657.85 | 3,657.85 |
| D02/02 | | | | | | AFS | 3,379.35 | 100.00% | 3,370.79 | 14.08 | 3,671.93 |
| MBS | 31371NJQ9 | 6.500 | | 185156082-1 | | 8/1/2022 | | | | | |
| FNMA | FNMA POOL 256871 | | | | | 7/1/2007 | 1,100,000.00 | 1,100,000.00 | 1,022.80 | 1,024.19 | 1,024.19 |
| D02/02 | | | | | | AFS | 1,022.80 | 100.00% | 1,028.38 | 5.54 | 1,029.73 |
| MBS | 31375HAP9 | 2.295 | | 185156211-1 | | 2/1/2026 | | | | | |
| FNMV | FNMA ARM POOL 334914 | | | | | 1/1/1996 | 1,000,000.00 | 1,000,000.00 | 653.00 | 651.10 | 651.10 |
| D02/02 | | | | | | AFS | 653.00 | 100.00% | 654.73 | 1.25 | 652.35 |
| MBS | 3138AMK38 | 4.500 | | 185159473-1 | | 7/1/2026 | | | | | |
| FNMA | FNMA POOL AJ7513 | | | | | 7/1/2011 | 500,000.00 | 500,000.00 | 40,771.24 | 41,967.90 | 41,967.90 |
| D02/02 | | | | | | AFS | 40,771.24 | 100.00% | 41,928.89 | 152.89 | 42,120.79 |
| MBS | 3138EJLQ9 | 4.000 | | 185159924-1 | | 7/1/2027 | | | | | |
| FNMA | FNMA POOL AL2134 | | | | | 7/1/2012 | 443,000.00 | 443,000.00 | 42,232.49 | 45,219.71 | 45,219.71 |
| D02/02 | | | | | | AFS | 42,232.49 | 100.00% | 43,596.28 | 140.77 | 45,360.48 |
| MBS | 3138EKRM9 | 3.500 | | 185160071-1 | | 2/1/2028 | | | | | |
| FNMA | FNMA POOL AL3191 | | | | | 2/1/2013 | 500,000.00 | 500,000.00 | 52,888.74 | 54,312.32 | 54,312.32 |
| D02/02 | | | | | | AFS | 52,888.74 | 100.00% | 54,557.75 | 154.26 | 54,466.58 |
| MBS | 3138EKVV4 | 2.500 | | 185160087-1 | | 4/1/2023 | | | | | |
| FNMA | FNMA POOL AL3327 | | | | | 3/1/2013 | 525,000.00 | 525,000.00 | 9,714.93 | 9,807.86 | 9,807.86 |
| D02/02 | | | | | | AFS | 9,714.93 | 100.00% | 9,738.54 | 20.24 | 9,828.10 |

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

H231
Page 3 of 69

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | Ticket-P# State | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledged Face % of Total | Pledge Values | | |
|------------------------|-------------------------------|---------------|--------------------|---|-----------------------------------|----------------------------|----------------------------|--------------------------|--------------------------------|----------------------------------|
| | | | | | | | | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MBS FNMA D02/02 | 3138EKX75 FNMA POOL AL3401 | 5.500 | 177039339-1 | | 2/1/2034 3/1/2013 AFS | 2,000,000.00 353,082.58 | 2,000,000.00 100.00% | 353,082.58 396,840.50 | 396,346.96 1,618.30 | 396,346.96 397,965.26 |
| MBS FNMA D02/02 | 3138EKXJ9 FNMA POOL AL3380 | 5.500 | 177039338-1 | | 1/1/2034 3/1/2013 AFS | 2,000,000.00 302,254.34 | 2,000,000.00 100.00% | 302,254.34 338,025.27 | 339,287.13 1,385.33 | 339,287.13 340,672.46 |
| MBS FNMA D02/02 | 3138ELYP4 FNMA POOL AL4309 | 4.000 | 185160221-1 | | 10/1/2028 10/1/2013 AFS | 1,000,000.00 99,828.18 | 1,000,000.00 100.00% | 99,828.18 103,343.86 | 104,420.99 332.76 | 104,420.99 104,753.75 |
| MBS FNMA D02/02 | 3138EMCY5 FNMA POOL AL4586 | 4.000 | 185160242-1 | | 2/1/2027 12/1/2013 AFS | 575,000.00 44,755.17 | 575,000.00 100.00% | 44,755.17 46,267.54 | 46,520.31 149.18 | 46,520.31 46,669.49 |
| MBS FNMA D02/02 | 3138EMPD7 FNMA POOL AL4919 | 3.500 | 184006560-1 | | 3/1/2029 2/1/2014 AFS | 2,000,000.00 389,376.82 | 631,841.94 31.58% | 122,973.36 129,464.08 | 126,031.94 358.67 | 126,031.94 126,390.61 |
| MBS FNMA D02/02 | 3138EQ5H1 FNMA POOL AL8047 | 3.500 | 176002956-1 | | 11/1/2030 1/1/2016 AFS | 1,050,000.00 328,413.97 | 1,050,000.00 100.00% | 328,413.97 349,463.02 | 337,472.94 957.87 | 337,472.94 338,430.81 |
| MBS FNMA D02/02 | 3138WDU82 FNMA POOL AS4206 | 3.000 | 178000698-1 | | 1/1/2030 12/1/2014 AFS | 1,160,000.00 203,087.93 | 1,160,000.00 100.00% | 203,087.93 212,676.61 | 207,735.31 507.72 | 207,735.31 208,243.03 |
| MBS FNMA D02/02 | 3140J5EA3 FNMA POOL BM1028 | 2.500 | 177039342-1 | | 12/1/2029 3/1/2017 AFS | 1,750,000.00 415,491.21 | 1,750,000.00 100.00% | 415,491.21 426,615.92 | 419,400.47 865.61 | 419,400.47 420,266.08 |
| MBS FNMA D02/02 | 3140J5EA3 FNMA POOL BM1028 | 2.500 | 185164038-1 | | 12/1/2029 3/1/2017 AFS | 300,000.00 71,227.07 | 300,000.00 100.00% | 71,227.07 71,485.36 | 71,897.23 148.39 | 71,897.23 72,045.62 |
| MBS FNMA D02/02 | 3140QGJ99 FNMA POOL CA8387 | 2.500 | 177034617-1 | | 12/1/2035 12/1/2020 AFS | 500,000.00 428,067.73 | 500,000.00 100.00% | 428,067.73 451,130.23 | 434,100.03 891.81 | 434,100.03 434,991.84 |
| MBS FNMA D02/02 | 3140X9CH6 FNMA POOL FM5471 | 2.500 | 199000173-1 | | 12/1/2035 12/1/2020 AFS | 465,000.00 392,927.37 | 465,000.00 100.00% | 392,927.37 413,316.95 | 398,457.56 818.60 | 398,457.56 399,276.16 |

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | Ticket-P# State | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|-------------------------------|---------------|--------------------|---|-----------------------------------|----------------------------|----------------------------|--------------------------|--------------------------------|----------------------------------|
| | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MBS FNMA D02/02 | 3140X9LK9 FNMA POOL FM5729 | 3.000 | 177020855-1 | | 1/1/2041 1/1/2021 AFS | 500,000.00 329,918.63 | 500,000.00 100.00% | 329,918.63 350,518.09 | 335,376.50 824.80 | 335,376.50 336,201.30 |
| MBS FNMA D02/02 | 31412P2K6 FNMA POOL 931478 | 4.500 | 185164602-1 | | 7/1/2024 6/1/2009 AFS | 2,900,000.00 34,721.70 | 2,900,000.00 100.00% | 34,721.70 35,384.56 | 35,841.17 130.21 | 35,841.17 35,971.38 |
| MBS FNMA D02/02 | 31417SAL4 FNMA POOL AC5410 | 4.500 | 185165282-1 | | 10/1/2024 10/1/2009 AFS | 2,040,000.00 45,557.18 | 2,040,000.00 100.00% | 45,557.18 46,557.92 | 47,015.28 170.84 | 47,015.28 47,186.12 |
| MBS FNMA D02/02 | 31418AAC2 FNMA POOL MA0902 | 3.000 | 185165786-1 | | 11/1/2026 10/1/2011 AFS | 1,000,000.00 42,912.90 | 1,000,000.00 100.00% | 42,912.90 43,341.89 | 43,566.02 107.28 | 43,566.02 43,673.30 |
| MBS FNMA D02/02 | 31418AKN7 FNMA POOL MA1200 | 3.000 | 177011537-1 | | 10/1/2032 9/1/2012 AFS | 800,000.00 148,046.06 | 800,000.00 100.00% | 148,046.06 156,141.00 | 151,004.27 370.12 | 151,004.27 151,374.39 |
| MBS FNMA D02/02 | 31418AQY7 FNMA POOL MA1370 | 2.500 | 185166318-1 | | 3/1/2023 2/1/2013 AFS | 500,000.00 9,824.30 | 500,000.00 100.00% | 9,824.30 9,849.93 | 9,918.03 20.47 | 9,918.03 9,938.50 |
| MBS FNMA D02/02 | 31418AVK1 FNMA POOL MA1517 | 3.000 | 177039341-1 | | 7/1/2028 6/1/2013 AFS | 1,000,000.00 182,957.74 | 1,000,000.00 100.00% | 182,957.74 188,232.64 | 187,197.90 457.39 | 187,197.90 187,655.29 |
| MBS FNMA D02/02 | 31418AYS1 FNMA POOL MA1620 | 2.500 | 185166625-1 | | 10/1/2023 9/1/2013 AFS | 587,000.00 22,912.26 | 587,000.00 100.00% | 22,912.26 23,001.66 | 23,131.47 47.73 | 23,131.47 23,179.20 |
| MBS FNMA D02/02 | 31418B5R3 FNMA POOL MA2655 | 4.000 | 177020853-1 | | 6/1/2036 5/1/2016 AFS | 410,000.00 113,529.99 | 410,000.00 100.00% | 113,529.99 121,919.94 | 120,709.49 378.43 | 120,709.49 121,087.92 |
| MBS FNMA D02/02 | 31418DT77 FNMA POOL MA4173 | 2.000 | 177023307-1 | | 11/1/2030 10/1/2020 AFS | 771,122.00 535,325.15 | 771,122.00 100.00% | 535,325.15 553,927.58 | 538,561.10 892.21 | 638,661.10 539,453.31 |
| MBS FNMA D02/02 | 31418DZ96 FNMA POOL MA4367 | 1.500 | 184010674-1 | | 6/1/2031 5/1/2021 AFS | 500,000.00 440,270.02 | 500,000.00 100.00% | 440,270.02 449,400.17 | 431,551.82 550.34 | 431,551.82 432,102.16 |

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | State | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|---|---------------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MUNI GO D02/02 | 259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS | 3.100 | NE | 185142828-1 | Cont 3/1/2022 | 8/15/2030 6/15/2016 | 150,000.00 | 150,000.00 | 150,000.00 | 150,034.50 | 150,034.50 |
| | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 206.67 | 150,241.17 |
| MUNI GO D02/02 | 259292CS7 DOUGLAS CNTY SAN IMPT DIST 427 | 2.700 | NE | 185142831-1 | Cont 11/15/2022 | 11/15/2026 11/15/2017 | 280,000.00 | 280,000.00 | 280,000.00 | 280,361.20 | 280,361.20 |
| | | | | | 100.000 | AFS | 280,000.00 | 100.00% | 280,000.00 | 2,226.00 | 282,587.20 |
| MUNI GO D02/02 | 25930HAU8 DOUGLAS CNTY NE SAN & IMPT DIS | 2.400 | NE | 185142850-1 | Cont 2/13/2022 | 3/15/2022 3/15/2015 | 75,000.00 | 75,000.00 | 75,000.00 | 75,042.75 | 75,042.75 |
| | | | | | 100.000 | AFS | 75,000.00 | 100.00% | 75,000.00 | 830.00 | 75,872.75 |
| MUNI GO D02/02 | 25930TBJ6 DOUGLAS CNTY NEB SANI & #421 | 2.900 | NE | 184003054-1 | Cont 5/15/2025 | 11/15/2036 5/19/2020 | 50,000.00 | 50,000.00 | 50,000.00 | 51,874.50 | 51,874.50 |
| | | | | | 100.000 | AFS | 50,000.00 | 100.00% | 50,000.00 | 426.94 | 52,301.44 |
| MUNI GO D02/02 | 25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI | 2.750 | NE | 184010678-1 | Cont 5/1/2026 | 5/1/2035 5/3/2021 | 175,000.00 | 175,000.00 | 175,000.00 | 165,189.50 | 165,189.50 |
| | | | | | 100.000 | AFS | 175,000.00 | 100.00% | 175,000.00 | 1,604.17 | 166,793.67 |
| MUNI GO D02/02 | 25931LCN2 DOUGLAS CNTY NE SAN & IMPT | 2.700 | NE | 185142862-1 | Cont 3/1/2022 | 11/15/2028 11/15/2016 | 170,000.00 | 170,000.00 | 170,000.00 | 170,013.60 | 170,013.60 |
| | | | | | 100.000 | AFS | 170,000.00 | 100.00% | 170,000.00 | 1,351.50 | 171,365.10 |
| MUNI GO D02/02 | 25931VBN1 DOUGLAS CNTY NE SAN & IMPT | 3.500 | NE | 185142866-1 | Cont 7/15/2022 | 8/15/2032 7/27/2017 | 50,000.00 | 50,000.00 | 50,000.00 | 50,068.00 | 50,068.00 |
| | | | | | 100.000 | AFS | 50,000.00 | 100.00% | 50,000.00 | 77.78 | 50,145.78 |
| MUNI GO D02/02 | 25931VCF7 DOUGLAS CNTY NEB SAN #471 | 2.350 | NE | 177020849-1 | Cont 2/15/2026 | 8/15/2035 2/19/2021 | 100,000.00 | 100,000.00 | 100,000.00 | 96,951.00 | 96,951.00 |
| | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 104.44 | 97,055.44 |
| MUNI GO D02/02 | 25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI | 3.000 | NE | 184003099-1 | Cont 5/15/2025 | 11/15/2035 5/19/2020 | 150,000.00 | 150,000.00 | 150,000.00 | 153,901.50 | 153,901.50 |
| | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 1,325.00 | 155,226.50 |
| MUNI GO D02/02 | 25936RBY1 DOUGLAS CNTY NEB S&I #537 | 2.400 | NE | 177039345-1 | Cont 1/15/2027 | 1/15/2039 1/21/2022 | 150,000.00 | 150,000.00 | 150,000.00 | 144,621.00 | 144,021.00 |
| | | | | | 100.000 | AFS | 150,000.00 | 100.00% | 150,000.00 | 400.00 | 145,021.00 |
| MUNI REV D02/02 | 373807CE4 GERING NEB COMBINED UTILS REV | 1.850 | NE | 184010461-1 | Cont 4/29/2026 | 12/15/2035 4/29/2021 | 100,000.00 | 100,000.00 | 100,000.00 | 95,193.00 | 95,193.00 |
| | | | | | 100.000 | AFS | 100,000.00 | 100.00% | 100,000.00 | 390.56 | 95,583.56 |

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | State | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|---|---------------|-------|-------------|---|-----------------------------------|--------------------------|----------------------------|--------------------------|--------------------------------|----------------------------------|
| | | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| MUNI GO D02/02 | 406036HN6 HALL CNTY NE SCD #2 GRAND IS | 2.400 | NE | 185176896-1 | Contin 3/1/2022 | 12/15/2024 2/9/2015 | 100,000.00 100,000.00 | 100,000.00 100.00% | 100,000.00 100,000.00 | 100,085.00 506.67 | 100,085.00 100,591.67 |
| MUNI GMCP D02/02 | 497593DJ9 KIRKWOOD CMNTY COLLEGE IOWA CT | 4.000 | IA | 177032959-1 | Cont 6/1/2029 | 6/1/2034 3/23/2020 | 365,000.00 365,000.00 | 365,000.00 100.00% | 365,000.00 432,968.12 | 414,099.80 3,650.00 | 414,099.80 417,749.80 |
| MUNI GO D02/02 | 505318QS7 LA VISTA NE | 2.650 | NE | 185179244-1 | Contin 3/1/2022 | 11/15/2024 12/31/2014 | 115,000.00 115,000.00 | 115,000.00 100.00% | 115,000.00 115,000.00 | 115,109.25 897.32 | 115,109.25 116,006.57 |
| MUNI REV D02/02 | 57973FDD8 MCCOOK NE PUBLIC PWR DIST | 3.150 | NE | 185181069-1 | Contin 8/9/2022 | 12/15/2030 8/9/2017 | 100,000.00 100,000.00 | 100,000.00 100.00% | 100,000.00 100,000.00 | 100,355.00 665.00 | 100,355.00 101,020.00 |
| MUNI REV D02/02 | 71366VKE9 PERENNIAL PUB PWR DIST NEB ELE | 1.800 | NE | 177020856-1 | Cont 2/17/2026 | 12/15/2036 2/17/2021 | 210,000.00 210,000.00 | 210,000.00 100.00% | 210,000.00 210,000.00 | 201,755.40 798.00 | 201,755.40 202,553.40 |
| MUNI GO D02/02 | 803766BG8 SARPY CNTY NE SAN & IMPT | 2.850 | NE | 185187208-1 | Contin 3/1/2022 | 5/15/2022 7/1/2015 | 90,000.00 90,000.00 | 90,000.00 100.00% | 90,000.00 90,000.00 | 90,121.50 755.25 | 90,121.50 90,876.75 |
| MUNI GO D02/02 | 80376DCN7 SARPY CNTY NE SAN & IMPT DIST | 3.250 | NE | 185187210-1 | Contin 3/1/2022 | 10/15/2023 10/15/2012 | 200,000.00 200,000.00 | 200,000.00 100.00% | 200,000.00 200,000.00 | 200,342.00 2,455.56 | 200,342.00 202,797.56 |
| MUNI GO D02/02 | 80376UBK6 SARPY CNTY NE SAN & IMPT DIST | 2.700 | NE | 185187214-1 | Prerefnd 7/15/2022 | 8/15/2026 7/15/2017 | 50,000.00 50,000.00 | 50,000.00 100.00% | 50,000.00 50,000.00 | 50,372.00 60.00 | 50,372.00 50,432.00 |
| MUNI GO D02/02 | 80377BKT8 SARPY CNTY NEB S&I DIST #264 | 2.350 | NE | 184010680-1 | Cont 5/3/2026 | 8/15/2034 5/3/2021 | 180,000.00 180,000.00 | 180,000.00 100.00% | 180,000.00 180,000.00 | 171,502.20 188.00 | 171,502.20 171,690.20 |
| MUNI GO D02/02 | 80377TBE2 SARPY CNTY NE SAN & IMPT DIST | 2.800 | NE | 185187220-1 | Contin 3/1/2022 | 11/15/2028 11/15/2016 | 85,000.00 85,000.00 | 85,000.00 100.00% | 85,000.00 85,000.00 | 85,014.45 700.78 | 85,014.45 85,715.23 |
| MUNI GO D02/02 | 80377TBF9 SARPY CNTY NE SAN & IMPT DIST | 2.900 | NE | 185187221-1 | Contin 3/1/2022 | 11/15/2029 11/15/2016 | 85,000.00 85,000.00 | 85,000.00 100.00% | 85,000.00 85,000.00 | 85,028.90 725.81 | 85,028.90 85,754.71 |

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | State | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | |
|------------------------|--|---------------|-------|-------------|---|-----------------------------------|--------------------------|----------------------------|--------------------------|--------------------------------|
| | | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec |
| MUNI GO D02/02 | 80378TEW8 SARPY CNTY NE SAN & IMPT DIST | 3.850 | NE | 185187230-1 | Contn 4/15/2023 100.000 | 10/15/2033 4/15/2018 AFS | 85,000.00 85,000.00 | 85,000.00 100.00% | 85,000.00 85,623.90 | 85,623.90 86,860.18 |
| MUNI GO D02/02 | 80379AEF5 SARPY CNTY NEB SAN & IMPT #243 | 2.700 | NE | 177011631-1 | Cont 8/15/2025 100.000 | 8/15/2038 8/19/2020 AFS | 290,000.00 290,000.00 | 290,000.00 100.00% | 290,000.00 269,212.80 | 269,212.80 269,560.80 |
| MUNI GO D02/02 | 80379KEN6 SARPY CNTY NEB SAN & IMPT #272 | 2.300 | NE | 177018881-1 | Cont 12/15/2025 100.000 | 12/15/2034 1/11/2021 AFS | 50,000.00 50,000.00 | 50,000.00 100.00% | 50,000.00 46,022.50 | 46,022.50 46,265.28 |
| MUNI GO D02/02 | 818473FD7 SEWARD CNTY NE CENTENNIAL PUB A+ | 3.000 | NE | 185187536-1 | Prerefd 7/27/2022 100.000 | 12/15/2031 7/27/2017 AFS | 250,000.00 250,000.00 | 250,000.00 100.00% | 250,000.00 252,325.00 | 252,325.00 253,908.33 |
| MUNI GO D02/02 | 81847ELJ3 SEWARD NE | 2.150 | NE | 185187544-1 | Contn 3/1/2022 100.000 | 12/15/2022 3/27/2012 AFS | 100,000.00 100,000.00 | 100,000.00 100.00% | 100,000.00 100,067.00 | 100,067.00 100,520.89 |
| MUNI GO D02/02 | 81847ELK0 SEWARD NE | 2.350 | NE | 185187545-1 | Contn 3/1/2022 100.000 | 12/15/2023 5/18/2012 AFS | 95,000.00 95,000.00 | 95,000.00 100.00% | 95,000.00 95,074.10 | 95,074.10 95,545.41 |
| MUNI REV D02/02 | 818480BF1 SEWARD NEB ARPT AUTH | 3.550 | NE | 185187553-1 | Contn 3/1/2022 100.000 | 1/15/2024 9/1/2011 AFS | 70,000.00 70,000.00 | 70,000.00 100.00% | 70,000.00 70,144.20 | 70,144.20 70,461.73 |
| MUNI REV D02/02 | 818483EQ8 SEWARD NE ELEC REV | 2.350 | NE | 185187554-1 | Contn 3/1/2022 100.000 | 2/15/2023 3/27/2012 AFS | 110,000.00 110,000.00 | 110,000.00 100.00% | 110,000.00 110,091.30 | 110,091.30 110,206.19 |
| MUNI REV D02/02 | 818483FG9 SEWARD NE ELEC REV | 2.450 | NE | 185187557-1 | Contn 3/1/2022 100.000 | 2/15/2028 6/15/2016 AFS | 150,000.00 150,000.00 | 150,000.00 100.00% | 150,000.00 150,034.50 | 150,034.50 150,197.83 |
| MUNI GO D02/02 | 886094CD1 THURSTON CNTY NEB | 2.500 | NE | 184003102-1 | Cont 5/28/2025 100.000 | 12/15/2035 5/28/2020 AFS | 200,000.00 200,000.00 | 200,000.00 100.00% | 200,000.00 192,184.00 | 192,184.00 193,239.56 |
| TAX TAXGO D02/02 | 61778RBT8 MORRILL CNTY NEB SCH DIST #63 AA | 1.937 | NE | 177020846-1 | Cont 12/1/2025 100.000 | 12/1/2031 2/25/2021 AFS | 210,000.00 210,000.00 | 210,000.00 100.00% | 210,000.00 194,344.50 | 194,344.50 195,361.43 |

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
February 28, 2022

Report Sequence: sgrp, CUSIP, Ticket

| SGrp STyp Loc/PI | CUSIP Description S&P | Rate Moody | State | Ticket-P# | Call Type Next Call Dt Call Price | Maturity Dt Issue Dt Intent | Total Face Total Par | Pledge Values | | | |
|------------------------|-----------------------------|---------------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|-------------------------|--------------------------------|----------------------------------|
| | | | | | | | | Pledged Face % of Total | Par Value Book Value | Carrying Value Interest Rec | Market Value Collateral Value |
| TAX | 68189TBA3 | 6.400 | NE | 185184294-1 | | 2/1/2026 | | | | | |
| TAXREV | OMAHA NEB SPL OBLIG | | | | | 3/25/2008 | 55,000.00 | 35,000.00 | 35,000.00 | 36,561.00 | 36,561.00 |
| D02/02 | AA+ | Aa3 | | | | AFS | 55,000.00 | 63.64% | 35,000.00 | 186.66 | 36,747.66 |
| TRSY | 91282CDQ1 | 1.250 | | 177038199-1 | | 12/31/2026 | | | | | |
| NOTE | U.S. TREASURY NOTE | | | | | 12/31/2021 | 250,000.00 | 250,000.00 | 250,000.00 | 242,812.50 | 242,812.50 |
| D02/02 | AA+ | Aaa | | | | AFS | 250,000.00 | 100.00% | 249,658.63 | 517.96 | 243,330.46 |
| CITY OF SEWARD | | | | | | | | 48,139,763.94 | 10,441,066.87 | 10,564,236.91 | 10,564,236.91 |
| | | | | | | | | | 10,777,848.47 | 42,308.36 | 10,606,545.27 |

CASH IN BANK \$10,656,726.44

Report reflects information submitted to VS Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2022

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| Receipt# Safekeeping Location | CUSIP | ASC 320 | Description Maturity Prerefund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|----------------------------------|-----------|---------|---|---------------------|--------------|----------------------------------|---------------|------------|------------|--------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| COMM: COMMERCE BANK | 25930PDA1 | AFS | DOUGLAS SID #477-REF NE 34 09/15/34 | 4.00 | | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 150,321.00 |
| COMM: COMMERCE BANK | 486841DW6 | AFS | KEARNEY CO SD #503 NE 29 12/15/29 | 3.00 | A+ | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,012.38 | 250,382.50 |
| COMM: COMMERCE BANK | 80379KCR9 | AFS | SARPY CO SID #272 NE 37 12/15/37 | 4.25 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 200,752.00 |
| COMM: COMMERCE BANK | 803770SC1 | AFS | SARPY CO SD #37-B-REF NE 31 06/15/31 06/15/22 @ 100.00 | 3.00 | AA- | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 251,862.50 |
| COMM: COMMERCE BANK | 810183AZ6 | AFS | SCOTTS BLUFF SD #32 NE 24 06/15/24 | 2.50 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 250,405.00 |
| COMM: COMMERCE BANK | 164543BF6 | AFS | CHERRY CO NE 40 12/15/40 | 3.00 | Aa3 | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 204,770.78 | 208,892.00 |
| COMM: COMMERCE BANK | 256449BC2 | AFS | DODGE SD #595-QSCB NE 25 12/15/25 | 6.00 | | 300,000.00 100.00% | 300,000.00 | 300,000.00 | 300,000.00 | 300,771.00 |
| COMM: COMMERCE BANK | 148006EZ8 | AFS | CASS CO SD #1 NE 26 12/15/26 | 2.35 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 200,176.00 |
| COMM: COMMERCE BANK | 25933AFG6 | AFS | DOUGLAS SID #492-REF NE 28 08/15/28 | 3.20 | | 175,000.00 100.00% | 175,000.00 | 175,000.00 | 175,000.00 | 176,226.75 |
| COMM: COMMERCE BANK | 80373YCT1 | AFS | SARPY CO SID #158-REF NE 29 11/15/29 | 3.10 | | 155,000.00 100.00% | 155,000.00 | 155,000.00 | 155,000.00 | 155,880.40 |
| COMM: COMMERCE BANK | 486890X92 | AFS | KEARNEY NE 30 10/15/30 | 2.60 | A+ | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 150,402.00 |
| COMM: COMMERCE BANK | 0792124W3 | AFS | BELLEVUE-REF NE 30 12/15/30 | 3.10 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 252,465.00 |
| COMM: COMMERCE BANK | 751265RA9 | AFS | RALSTON-VEHICLE NE 32 06/01/32 | 3.70 | | 300,000.00 100.00% | 300,000.00 | 300,000.00 | 300,000.00 | 300,384.00 |

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2022

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| Receipt# Safekeeping Location | CUSIP | ASC 320 | Description Maturity Prerefund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|----------------------------------|-------|---|-----------------------------------|---------------------|-----------------------|----------------------------------|---------------|------------|------------|--------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| 661615UB8 COMM: COMMERCE BANK | AFS | N PLATTE-REF NE 32 12/15/32 | 3.00 | A | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,712.48 | 204,276.00 | |
| 698864HR9 COMM: COMMERCE BANK | AFS | PAPILLION MUNI FACS NE 33 12/15/33 | 3.00 | Aa1 | 175,000.00 100.00% | 175,000.00 | 175,000.00 | 177,033.14 | 181,718.25 | |
| 818468BN9 COMM: COMMERCE BANK | AFS | SEWARD-REF NE 33 12/15/33 | 2.35 | AA | 400,000.00 100.00% | 400,000.00 | 400,000.00 | 400,000.00 | 399,928.00 | |
| 943776KA1 COMM: COMMERCE BANK | AFS | WAVERLY NE 34 06/01/34 | 2.95 | | 335,000.00 100.00% | 335,000.00 | 335,000.00 | 335,000.00 | 337,760.40 | |
| 840372SX5 COMM: COMMERCE BANK | AFS | SOUTH SIOUX CITY-REF NE 36 08/01/36 | 2.20 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 182,912.00 | |
| 80378EDN2 COMM: COMMERCE BANK | AFS | SARPY SID #263-REF NE 36 09/15/36 | 3.80 | | 260,000.00 100.00% | 260,000.00 | 260,000.00 | 260,000.00 | 263,390.40 | |
| 68905WFK3 COMM: COMMERCE BANK | AFS | OTOE CO NE SD #501-B NE 36 12/15/36 | 1.70 | Aa3 | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 177,962.00 | |
| 803787DT4 COMM: COMMERCE BANK | AFS | SARPY CO SD#46 NE 36 12/15/36 | 2.00 | AA- | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 202,875.57 | 195,214.00 | |
| 80377XCV4 COMM: COMMERCE BANK | AFS | SARPY CO SID #190-REF NE 37 10/15/37 | 4.00 | | 205,000.00 100.00% | 205,000.00 | 205,000.00 | 205,000.00 | 210,209.05 | |
| 25933EDH8 COMM: COMMERCE BANK | AFS | DOUGLAS CO SID #473 NE 37 11/15/37 | 4.40 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 251,222.50 | |
| 25929RCY9 COMM: COMMERCE BANK | AFS | DOUGLAS CO SID #485 NE 38 05/15/38 | 2.65 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 185,252.00 | |
| 25932EDK2 COMM: COMMERCE BANK | AFS | DOUGLAS CO SID #438 NE 38 08/15/38 | 4.20 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 255,852.50 | |
| 80387LAP3 COMM: COMMERCE BANK | AFS | SARPY CO SAN & IMP DT NE 38 08/15/38 | 2.75 | | 290,000.00 100.00% | 290,000.00 | 290,000.00 | 290,000.00 | 264,326.30 | |

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2022

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| Receipt# Safekeeping Location | CUSIP | ASC 320 | Description Maturity Prerefund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|----------------------------------|-----------|---------|---|---------------------|--------------|----------------------------------|---------------|------------|------------|--------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| COMM: COMMERCE BANK | 25936FBM3 | AFS | DOUGLAS CO IMP DT#513 NE 3E 10/15/38 | 2.70 | | 100,000.00 100.00% | 100,000.00 | 100,000.00 | 100,000.00 | 95,387.00 |
| COMM: COMMERCE BANK | 25939HBX2 | AFS | DOUGLAS CO SAN&IMP DT NE 3 11/15/38 | 2.90 | | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 139,279.50 |
| COMM: COMMERCE BANK | 72778PCU5 | AFS | PLATTE CO SD #5 NE 38 12/15/38 | 2.00 | AA- | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,639.39 | 190,612.00 |
| COMM: COMMERCE BANK | 25934MCK3 | AFS | DOUGLAS SID #531-REF NE 39 01/15/39 | 4.35 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 204,830.00 |
| COMM: COMMERCE BANK | 25936ECH6 | AFS | DOUGLAS CO SID #561 NE 39 01/15/39 | 4.35 | | 180,000.00 100.00% | 180,000.00 | 180,000.00 | 180,000.00 | 184,179.60 |
| COMM: COMMERCE BANK | 25930BEE3 | AFS | DOUGLAS CO SID #504 NE 39 08/15/39 | 3.40 | | 215,000.00 100.00% | 215,000.00 | 215,000.00 | 215,000.00 | 217,728.35 |
| COMM: COMMERCE BANK | 25931EGP9 | AFS | DOUGLAS CO SAN #503 NE 39 08/15/39 | 2.65 | | 225,000.00 100.00% | 225,000.00 | 225,000.00 | 225,000.00 | 203,863.50 |
| COMM: COMMERCE BANK | 80373XBC1 | AFS | SARPY CO SAN & IMPT NE 39 08/15/39 | 2.60 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 180,784.00 |
| COMM: COMMERCE BANK | 80373YDV5 | AFS | SARPY CO SID#158-REF NE 39 08/15/39 | 2.95 | | 190,000.00 100.00% | 190,000.00 | 190,000.00 | 190,000.00 | 177,418.20 |
| COMM: COMMERCE BANK | 80377BKB7 | AFS | SARPY CO SID #264-REF NE 39 10/15/39 | 2.55 | | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 133,777.50 |
| COMM: COMMERCE BANK | 25931BEJ1 | AFS | DOUGLAS SID #507-REF NE 40 05/01/40 | 3.15 | | 185,000.00 100.00% | 185,000.00 | 185,000.00 | 185,000.00 | 175,557.60 |
| COMM: COMMERCE BANK | 25933VDM9 | AFS | DOUGLAS CO SD #559 NE 40 05/15/40 | 3.40 | | 175,000.00 100.00% | 175,000.00 | 175,000.00 | 175,000.00 | 170,509.25 |
| COMM: COMMERCE BANK | 25938TBK5 | AFS | DOUGLAS CO SAN & IMPT NE 4C 06/01/40 | 2.85 | | 130,000.00 100.00% | 130,000.00 | 130,000.00 | 130,000.00 | 119,308.80 |

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2022

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| Receipt# Safekeeping Location | CUSIP | ASC 320 | Description Maturity Prerefund | Pool/Type Coupon | Moody S&P | Original Face Pledged Percent | Pledged | | | |
|----------------------------------|-------|---------|---|---------------------|--------------|----------------------------------|---------------|------------|------------|--------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| 25930LDG7 COMM: COMMERCE BANK | AFS | | DOUGLAS CO NE SID#530 NE 40 09/15/40 | 3.00 | | 150,000.00 100.00% | 150,000.00 | 150,000.00 | 150,000.00 | 150,168.00 |
| 25933EEG9 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SAN & IMPT NE 40 11/15/40 | 3.15 | | 190,000.00 100.00% | 190,000.00 | 190,000.00 | 190,000.00 | 189,433.80 |
| 617775EV9 COMM: COMMERCE BANK | AFS | | MORRILL CO NE 41 06/15/41 | 2.25 | | 240,000.00 100.00% | 240,000.00 | 240,000.00 | 240,000.00 | 216,612.00 |
| 25939LDA1 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SID #567 NE 41 07/15/41 | 2.75 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 178,500.00 |
| 25930LDN2 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SAN #530 NE 41 08/15/41 | 2.85 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 178,414.00 |
| 80379QBT3 COMM: COMMERCE BANK | AFS | | SARPY CO NE SAN-REF NE 41 08/15/41 | 2.75 | | 255,000.00 100.00% | 255,000.00 | 255,000.00 | 255,000.00 | 223,507.50 |
| 80387LAS7 COMM: COMMERCE BANK | AFS | | SARPY CO SAN & IMP DT NE 41 08/15/41 | 2.90 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 181,080.00 |
| 25938MDE2 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SAN & IMPT NE 41 09/01/41 | 2.80 | | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 200,000.00 | 176,048.00 |
| 25933EFW3 COMM: COMMERCE BANK | AFS | | DOUGLAS CO NE SAN-B NE 41 09/15/41 | 2.85 | | 235,000.00 100.00% | 235,000.00 | 235,000.00 | 235,000.00 | 208,099.55 |
| 25931XDM7 COMM: COMMERCE BANK | AFS | | DOUGLAS CO SID #557 NE 41 11/15/41 | 2.80 | | 165,000.00 100.00% | 165,000.00 | 165,000.00 | 165,000.00 | 150,418.95 |
| 25940MAR2 COMM: COMMERCE BANK | AFS | | DOUGLAS CNTY NE SAN & NE 4 11/15/41 | 2.75 | | 125,000.00 100.00% | 125,000.00 | 125,000.00 | 125,000.00 | 117,053.75 |
| 119483EL5 COMM: COMMERCE BANK | AFS | | BUFFALO CO SD #0009 NE 41 12/15/41 | 2.00 | A1 | 200,000.00 100.00% | 200,000.00 | 200,000.00 | 193,611.90 | 174,042.00 |
| 25932XDN4 COMM: COMMERCE BANK | AFS | | DOUGLAS CO NE SID-REF NE 41 12/15/41 | 2.75 | | 250,000.00 100.00% | 250,000.00 | 250,000.00 | 250,000.00 | 229,800.00 |

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 2/28/2022

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| Receipt# | CUSIP | ASC 320 | Description | Pool/Type | Moody | Original Face | Pledged | | | |
|--|-----------|---------|--|-----------|-------|-------------------------|----------------------|----------------------|----------------------|----------------------|
| | | | | | | | Original Face | Par | Book Value | Market Value |
| Safekeeping Location | | | Maturity Prerefund | Coupon | S&P | Pledged Percent | | | | |
| COMM: COMMERCE BANK | 25940KAS4 | AFS | SID DOUGLAS #596-REF NE 41 12/15/41 | 2.75 | | 275,000.00 100.00% | 275,000.00 | 275,000.00 | 275,000.00 | 251,856.00 |
| COMM: COMMERCE BANK | 3136AQUZ1 | AFS | FNR 2015-92 PA 12/25/41 | 2.50 | | 1,590,000.00 100.00% | 1,590,000.00 | 520,518.54 | 521,410.01 | 520,885.14 |
| 54 Securities Pledged To: 1010 - CITY TREASURER | | | | | | | 12,770,000.00 | 11,700,518.54 | 11,706,065.65 | 11,306,177.54 |

CASH IN BANK \$9,425,648.63

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| TREASURER'S REPORT | MONTH OF: FEBRUARY 2022 | | | | | |
|----------------------------------|-------------------------|------------------|------------|------------------|------------------|--------------------|
| VARIANCE AT: 33.33% | | | | | | |
| | REVENUE | CURRENT YTD | | UNEXPENDED | PREVIOUS YTD | DIFFERENCE |
| DEPARTMENT | BUDGET | REVENUE | VARIANCE | BALANCE | REVENUE | B/W BUDGET YEARS |
| ELECTRIC | 11,140,850 | 4,492,512 | 40% | 6,648,338 | 3,823,647 | 668,864 |
| ELEC BOND PYMT | | | | | 451,156 | |
| WATER | 2,814,772 | 817,658 | 29% | 1,997,114 | 560,441 | 257,217 |
| WATER BOND PYMTS | | | | | 133,671 | |
| WATER SINKING FUND | 20,000 | - 0 - | 0% | 20,000 | - 0 - | - 0 - |
| WASTEWATER TREATMENT | 1,621,264 | 773,765 | 48% | 847,499 | 379,557 | 394,207 |
| WWTW BOND PYMT | | | | | 6,512 | |
| WWTW SINKING FUND | 15,000 | - 0 - | 0% | 15,000 | - 0 - | - 0 - |
| TOTAL BUSINESS-TYPE FUNDS | 15,611,886 | 6,083,934 | 39% | 9,527,952 | 5,354,985 | 728,950 |
| GENERAL (LESS DONATIONS) | | | | | 112,721 | |
| DONATIONS | | | | | 10,085 | |
| LEGAL | | | | | 30,325 | |
| POLICE | 7,900 | 6,385 | 81% | 1,515 | 559,147 | (552,762) |
| E911 | | | | | 96,086 | |
| POLICE EQUITABLE SHARING | 100,000 | - 0 - | 0% | 100,000 | - 0 - | - 0 - |
| STREET | 2,060,578 | 491,199 | 24% | 1,569,379 | 987,442 | (496,243) |
| STREET STP | 149,947 | 1 | 0% | 149,946 | - 0 - | 1 |
| DEBT SERVICE | 875,448 | 683,408 | 78% | 192,040 | 402,437 | 280,972 |
| RAIL CAMPUS | - 0 - | 1 | 0% | (1) | 501,505 | (501,504) |
| CDBG ECON. DEV. LOAN FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG AFFORD HOUSING | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RURAL ENTERPRISE ASST | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RAIL SITE | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG DOWNTOWN REVITAL GRANT | 300,000 | 17,110 | 6% | 282,890 | 90,293 | (73,183) |
| BLDGS & GRDS (CITY HALL) | 36,000 | 15,000 | 42% | 21,000 | 14,458 | 542 |
| CIVIC CENTER | 266,671 | 48,523 | 18% | 218,148 | 92,152 | (43,629) |
| LIBRARY | 74,583 | 30,989 | 42% | 43,594 | 210,384 | (179,396) |
| LIBRARY MAINTENANCE FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PUBLIC PROPERTIES | 26,250 | 13,599 | 52% | 12,651 | 178,506 | (164,906) |
| CEMETERY | 50,000 | 29,800 | 60% | 20,200 | 76,136 | (46,336) |
| GOLF COURSE | 279,100 | 36,306 | 13% | 242,794 | 135,913 | (99,607) |
| NEW PARK DEVELOPMENT | 70 | 25 | 36% | 45 | 50 | (25) |
| NEW CEMETERY DEVELOPMENT | 180 | 75 | 42% | 105 | - 0 - | 75 |
| GUTHMAN TRUST - REGULAR | 260 | 94 | 36% | 166 | - 0 - | 94 |
| GUTHMAN TRUST - PAVING | 20 | 8 | 40% | 12 | - 0 - | 8 |
| PERPETUAL CARE - PRINCIPAL | 7,000 | 4,200 | 60% | 2,800 | - 0 - | 4,200 |
| PERPETUAL CARE - INTEREST | 220 | 94 | 43% | 126 | - 0 - | 94 |
| BLDGS & GRDS (OTHER) | - 0 - | - 0 - | 0% | - 0 - | 1,588 | (1,588) |
| BUILDING INSPECTION | 95,550 | 40,167 | 42% | 55,383 | 33,158 | 7,009 |
| FIRE (LESS DONATIONS) | 50,000 | 77 | 0% | 49,923 | 58,626 | (58,550) |
| FIRE DONATIONS | 100,000 | - 0 - | 0% | 100,000 | - 0 - | - 0 - |
| FIRE EQUIPMENT SINKING FUND | 62,800 | 374 | 1% | 62,426 | - 0 - | 374 |
| TREE BOARD | - 0 - | - 0 - | 0% | - 0 - | 1 | (1) |
| PLANNING COMMISSION | 5,100 | 11,424 | 224% | (6,324) | 6,618 | 4,806 |
| ENGINEER | 116,418 | - 0 - | 0% | - 0 - | 57,427 | (57,427) |
| DOWDING POOL (LESS DONATIONS) | 80,050 | 421 | 1% | 79,629 | 46,994 | (46,574) |
| POOL DONATIONS | 1,000 | - 0 - | 0% | 1,000 | - 0 - | - 0 - |
| CONCESSION STAND | 800 | - 0 - | 0% | 800 | - 0 - | - 0 - |
| SWIMMING LESSONS | 17,000 | - 0 - | 0% | 17,000 | - 0 - | - 0 - |
| RECREATION | 35,650 | 16,513 | 46% | 19,137 | 104,904 | (88,391) |
| SPORTS COMPLEX LIGHTS | 43 | 15 | 36% | 28 | - 0 - | 15 |
| SENIOR CENTER | 75,500 | 22,568 | 30% | 52,932 | 52,668 | (30,100) |
| SENIOR SHUTTLE | 3,239 | 1,307 | 40% | 1,932 | 1,927 | (620) |
| RECYCLING | 1,000 | 5,366 | 0% | (4,366) | 19,808 | (14,441) |
| ECONOMIC DEVELOPMENT | 278,595 | 103,145 | 37% | 175,450 | 45,007 | 58,138 |
| TAX INCREMENT FINANCING | 424,349 | 154,753 | 36% | 269,596 | 86,942 | 67,811 |
| GENERAL REVENUES | 4,724,139 | 870,266 | 18% | 3,853,873 | 4,013,308 | (3,143,042) |
| TOTAL GOVERNMENTAL FUNDS | 10,305,458 | 2,603,211 | 25% | 7,585,831 | 8,026,616 | (5,423,405) |
| (UNAUDITED) | | | | | | |

| TREASURER'S REPORT | MONTH OF: | FEBRUARY 2022 | | | | |
|----------------------------------|-------------------|------------------|------------|-------------------|------------------|------------------|
| VARIANCE AT: 33.33% | | | | | | |
| | EXPENDITURES | CURRENT YTD | | UNEXPENDED | PREVIOUS YTD | DIFFERENCE |
| DEPARTMENT | BUDGET | EXPENDITURES | VARIANCE | BALANCE | EXPENDITURES | B/W BUDGET YEARS |
| ELECTRIC | 11,308,038 | 4,065,102 | 36% | 7,242,936 | 3,148,737 | 916,365 |
| ELEC BOND PYMT | 494,905 | 452,130 | 91% | 42,775 | - 0 - | 452,130 |
| WATER | 4,266,596 | 766,248 | 18% | 3,500,348 | 471,211 | 295,037 |
| WATER BOND PYMTS | 329,284 | 245,345 | 75% | 83,939 | 133,671 | 111,674 |
| WATER SINKING FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| WASTEWATER TREATMENT | 2,456,620 | 882,348 | 36% | 1,574,272 | 308,758 | 573,590 |
| WWTW BOND PYMT | 290,258 | 12,479 | 4% | 277,779 | 5,412 | 7,067 |
| WWTW SINKING FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| TOTAL BUSINESS-TYPE FUNDS | 19,145,701 | 6,423,652 | 34% | 12,722,049 | 4,067,789 | 2,355,863 |
| GENERAL (LESS DONATIONS) | 1,389,181 | 118,014 | 8% | 1,271,167 | 102,274 | 15,740 |
| DONATIONS | 100,000 | 2,388 | 2% | 97,612 | 10,085 | (7,697) |
| LEGAL | 71,963 | 22,976 | 32% | 48,987 | 24,733 | (1,757) |
| POLICE | 1,543,421 | 598,166 | 39% | 945,255 | 419,675 | 178,491 |
| E911 | 191,391 | 79,746 | 42% | 111,645 | 76,869 | 2,878 |
| POLICE EQUITABLE SHARING | 100,000 | 242 | 0% | 99,758 | - 0 - | 242 |
| STREET | 3,710,579 | 1,353,338 | 36% | 2,357,241 | 911,376 | 441,962 |
| STP FUNDS | 149,944 | 3,325 | 2% | 146,619 | - 0 - | 3,325 |
| DEBT SERVICE | 1,073,948 | 428,252 | 40% | 645,696 | 402,437 | 25,816 |
| RAIL CAMPUS | 15,500 | 325 | 2% | 15,175 | 1,505 | (1,180) |
| CDBG ECON. DEV. LOAN FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG AFFORD HOUSING | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RURAL ENTERPRISE ASST | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG RAIL SITE | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| CDBG-DOWNTOWN REVITAL GRANT | 300,000 | 17,110 | 6% | 282,890 | 44,468 | (27,358) |
| BLDGS & GRDS (CITY HALL) | 36,759 | 19,926 | 54% | 16,833 | 11,213 | 8,714 |
| CIVIC CENTER | 266,671 | 58,897 | 22% | 207,774 | 77,168 | (18,271) |
| LIBRARY | 614,985 | 223,964 | 36% | 391,021 | 148,592 | 75,372 |
| LIBRARY MAINTENANCE FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PUBLIC PROPERTIES | 493,036 | 194,598 | 39% | 298,438 | 138,355 | 56,243 |
| CEMETERY | 208,460 | 82,863 | 40% | 125,597 | 62,600 | 20,263 |
| GOLF COURSE | 547,909 | 176,594 | 32% | 371,315 | 109,394 | 67,200 |
| NEW PARK DEVELOPMENT | 100 | 58 | 0% | 42 | 50 | 8 |
| NEW CEMETERY DEVELOPMENT | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| GUTHMAN TRUST - REGULAR | 145 | - 0 - | 0% | 145 | - 0 - | - 0 - |
| GUTHMAN TRUST - PAVING | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PERPETUAL CARE - PRINCIPAL | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| PERPETUAL CARE - INTEREST | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| BLDGS & GRDS (OTHER) | 11,050 | 1,224 | 11% | 9,826 | 1,335 | (112) |
| BUILDING INSPECTION | 109,853 | 43,451 | 40% | 66,403 | 25,772 | 17,679 |
| FIRE (LESS DONATIONS) | 334,890 | 55,201 | 16% | 279,689 | 34,066 | 21,135 |
| FIRE DONATIONS | 100,000 | - 0 - | 0% | 100,000 | - 0 - | - 0 - |
| FIRE EQUIPMENT SINKING FUND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| TREE BOARD | 12,550 | 450 | 4% | 12,100 | 1 | 449 |
| PLANNING COMMISSION | 27,666 | 12,127 | 44% | 15,539 | 4,932 | 7,196 |
| ENGINEER | 153,887 | 60,955 | 40% | - 0 - | 41,991 | 18,964 |
| DOWDING POOL (LESS DONATIONS) | 257,488 | 30,006 | 12% | 227,482 | 37,713 | (7,706) |
| POOL DONATIONS | 1,000 | - 0 - | 0% | 1,000 | - 0 - | - 0 - |
| CONCESSION STAND | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| SWIMMING LESSONS | 13,858 | - 0 - | 0% | 13,858 | - 0 - | - 0 - |
| RECREATION | 320,321 | 129,836 | 41% | 190,485 | 87,998 | 41,837 |
| SPORTS COMPLEX LIGHTS | - 0 - | - 0 - | 0% | - 0 - | - 0 - | - 0 - |
| SENIOR CENTER | 177,650 | 70,607 | 40% | 107,043 | 37,340 | 33,267 |
| SENIOR SHUTTLE | 3,239 | 1,578 | 49% | 1,661 | 1,302 | 277 |
| RECYCLING | 113,141 | 14,191 | 13% | 98,950 | 18,079 | (3,888) |
| ECONOMIC DEVELOPMENT | 278,595 | 50,006 | 18% | 228,589 | 7 | 49,999 |
| TAX INCREMENT FINANCING | 415,999 | 84,488 | 20% | 331,511 | 86,814 | (2,326) |
| TOTAL GOVERNMENTAL FUNDS | 13,145,179 | 3,934,901 | 30% | 9,117,346 | 2,918,142 | 1,016,759 |
| | | | | (UNAUDITED) | | |

3. City Codes Director Report

CURRENT YEAR: February 2022

| Permits | Quantity | Permit Fee | Valuation |
|----------------|-----------|---------------------|------------------------|
| NEW CONST. | 10 | \$ 27,164.09 | \$ 4,425,192.89 |
| REMODEL/ADDIT. | 2 | \$ 398.88 | \$ 92,000.00 |
| ACCESSORY | 16 | \$ 250.20 | \$ 16,900.00 |
| RELOCATE | 4 | \$ 200.00 | \$ 29,088.93 |
| ELECTRIC | | | |
| PLUMBING | 11 | \$ 620.00 | |
| MECHANICAL | 6 | \$ 530.00 | |
| SEWER TAP | 9 | \$ 2,250.00 | |
| WATER TAP | 9 | \$ 8,769.00 | |
| TEMP. ELEC. | 4 | \$ 200.00 | |
| ELECTRIC SER. | 9 | \$ 2,600.00 | |
| TOTALS | 80 | \$ 42,982.17 | \$ 4,563,181.82 |

LAST YEAR: February 2021

| Permits | Quantity | Permit Fee | Valuation |
|----------------|-----------|---------------------|------------------------|
| NEW CONST. | 3 | \$ 5,310.90 | \$ 947,890.01 |
| REMODEL/ADDIT. | 1 | \$ 97.00 | \$ 20,000.00 |
| ACCESSORY | 4 | \$ 2,528.75 | \$ 120,500.00 |
| RELOCATE | 0 | \$ - | \$ - |
| ELECTRIC | | \$ - | \$ - |
| PLUMBING | 3 | \$ 555.00 | \$ - |
| MECHANICAL | 1 | \$ 75.00 | \$ - |
| SEWER TAP | 2 | \$ 500.00 | \$ - |
| WATER TAP | 2 | \$ 1,762.00 | \$ - |
| TEMP. ELEC. | 2 | \$ 100.00 | \$ - |
| ELECTRIC SER. | 2 | \$ 400.00 | \$ - |
| TOTALS | 20 | \$ 11,328.65 | \$ 1,088,390.01 |

YEAR TO DATE January to December 2022

| Permits | Quantity | Permit Fee | Valuation |
|----------------|------------|---------------------|------------------------|
| NEW CONST. | 10 | \$ 27,164.09 | \$ 4,425,192.89 |
| REMODEL/ADDIT. | 6 | \$ 738.88 | \$ 158,293.69 |
| ACCESSORY | 21 | \$ 502.70 | \$ 27,200.00 |
| RELOCATE | 5 | \$ 250.00 | \$ 42,708.57 |
| ELECTRIC | | \$ - | \$ - |
| PLUMBING | 20 | \$ 1,070.00 | \$ - |
| MECHANICAL | 14 | \$ 1,060.00 | \$ - |
| SEWER TAP | 9 | \$ 2,250.00 | \$ - |
| WATER TAP | 9 | \$ 8,769.00 | \$ - |
| TEMP. ELEC. | 4 | \$ 200.00 | \$ - |
| ELECTRIC SER. | 9 | \$ 2,600.00 | \$ - |
| TOTALS | 107 | \$ 44,604.67 | \$ 4,653,395.15 |

YEAR TO DATE January to December 2021

| Permits | Quantity | Permit Fee | Valuation |
|----------------|-----------|---------------------|------------------------|
| NEW CONST. | 3 | \$ 5,310.90 | \$ 947,890.01 |
| REMODEL/ADDIT. | 8 | \$ 3,923.55 | \$ 1,127,994.00 |
| ACCESSORY | 14 | \$ 4,564.55 | \$ 249,456.00 |
| RELOCATE | 1 | \$ 25.00 | \$ 40,000.00 |
| ELECTRIC | | \$ - | \$ - |
| PLUMBING | 10 | \$ 1,005.00 | \$ - |
| MECHANICAL | 9 | \$ 955.00 | \$ - |
| SEWER TAP | 2 | \$ 500.00 | \$ - |
| WATER TAP | 2 | \$ 1,762.00 | \$ - |
| TEMP. ELEC. | 2 | \$ 100.00 | \$ - |
| ELECTRIC SER. | 2 | \$ 400.00 | \$ - |
| TOTALS | 53 | \$ 18,546.00 | \$ 2,365,340.01 |

OPEN Property Maintenance Code Violation Report

| | | | | | Updated 3-7-2022 |
|------------------|---|-----------|---|-----------------------------|--|
| Property Address | Violation Type | Deadline | Owner Information | Delivery Type | Status |
| 2022 | | | | | |
| 437 S 6th | inoperable vehicle | 3/14/2022 | Misty Wismer | Phone Call | Shannon Arian (CSO) made contract 3-3-2022 with Misty Wismer regarding the car parked on the grass that is not licensed/registered. Arian informed Wismer she has until 3-14 to license the vehicle. |
| | Illegal Dumping | 3/9/2022 | Ed Schulz LLC | Phone Call | Shannon Arian (CSO) made contact on 3-1-2022 and she said they will get it cleaned up. As of 3-2-2022 all the bags were cleaned up. |
| 434 S 2nd | Fridge with door, weeds 3ft tall | 3/9/2022 | Stephen Storjohm | Phone Call | Shannon Arian (CSO) made contact with Stephen Storjohm. Storjohm stated there was a company that was supposed to come pick it up but they haven't yet. 3-2-2022 gave official 7 day notice |
| 416 N 1st | inoperable vehicle | 3/4/2022 | Rudolph Nuttleman | Phone Call | Shannon Arian (CSO) made contact with Sandra Nuttleman. She stated it was a previous tenants car. On 2-24-22, Arian made contact again and gave Nuttleman till March 4 to have the vehicle removed. |
| 929 Main St | No building permit, building built to non code compliant | 3/11/2022 | Craig Kubicek 7811 S 26th St Lincoln, NE 68512 | In Person Certified Mail | Shannon Arian (CSO) will make contact with the renter and a certified letter will be mailed to the owner. |
| 1115 N Coumbia | Protective treatment, decayed siding, soffits and facsias, decayed roof | 4/15/2022 | Lori Canning 1115 N Columbia Seward, NE 68434 | In Person | Notice and Orders letter will be hand delivered Monday 2-14-2022 |
| 524 S 3rd St | Bedroom windows not operable, bath floor rotted, no ventilation in bath | 4/1/2022 | Barbara Osborne 903 406th Rd Beaver Crossing, NE 68313-9434 | Phone | Barbara called and is in the process of lining up a contractor and getting windows ordered. |
| | | 3/11/2022 | | Certified mail | Notice and Orders certified letter mailed 2-10-2022 |

OPEN Property Maintenance Code Violation Report

| | | | | | |
|------------------|--|-----------------------|--|----------------------|---|
| rd St | Suspected gas leak reported | Immediate 2/1/2022 | Kent Russel 1240 Longwood Dr. Seward, NE 68434 | In Person | Tim Contacted Black Hills Energy and they are sending out a tech immediately to investigate. Black Hills Energy notified the building department that Lee's Refrigeration was called and was working on replacing some piping to solve the problem. No gas leak was detected. |
| 444 Hillcrest | No permit for fowl and chickens | | Jonathon Moberly/Jennifer Freund | | The permit was submitted to City Hall for approval and lacked a single neighbor signature. They were instructed to go back and get the final signature. |
| | | 3/11/2022 | | in Person | Notice and Orders was hand delivered on 2-9-2022 giving them 30 days to comply. |
| | | 2/8/2022 | | | Shannon Arena (CSO) made contact with Jennifer, gave her the permit and ordinance. Informed her she has 7 business days. She said she would begin working on it. As of 2-8-2022, the owners have not turned in the required documentation for permit. |
| 111 Plumcreek Ln | Rubbish and trash througout the yard and deck area | 1/10/2022 | Della Hartmann | In Person/Phone call | Tenant cleaned area and disposed of trash. |
| | | | | | Shannon Arena (CSO) attempted contact and nobody answered the door. Shannon phoned the owner (Della) who does not live on site and she said she would get ahold of the tenant and have him clean it up. Shannon will follow up Monday 1-10 |

4. Police Department Report



City of Seward Police Department

Monthly Statistics February 2022

| | |
|-----------------|-----|
| Service Calls | 534 |
| Accidents | 5 |
| Arrests | 7 |
| Citations | 24 |
| Warnings | 85 |
| Parking Tickets | 27 |

****Does not include red tag warnings, yellow tag warnings or verbal warnings****

CONFIRMATION OF MAYOR APPOINTMENTS

1. Reappoint Members to Various Boards and Committees:
 - A. Kevin Sagehorn to the LB840 Sales Tax Application Review Board for a Term of 3-Years

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of a Resolution Approving the Redevelopment Plan Amendment for the Project Superior Redevelopment Project (POSTPONED)
2. Public Hearing - 7:00 PM - Ordinance Approving the Preliminary and Final Plat of Bluff Road Acres - Building/Zoning & Code Enforcement Director Dworak



Major Subdivision Application

City of Seward

Applications shall be submitted a minimum of 30 days prior to City Planning Commission Meeting. Planning Commission meets the 2nd Monday of each month

Date Submitted: 2-16-2022



PAID
2-16-2022

Preliminary Plat Application Fees:
\$400.00 + \$40.00 Per Lot (\$ 720), + \$100 Notification fee = 820

Name of Subdivision: Bluff Road Acres

Owner/Developer: UNO Capital LLC - Thomas Kayton

Legal Description: N1/2 NW1/4 23-11-3

Project Engineer: Thomas Catlett, Catlett Surveying Number of Lots: 8

*Total
1352.00*

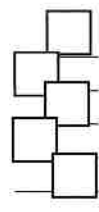
Present Zoning: Ag-Agricultural Requested Zoning: Rural Residential

| | | | |
|---------------------------------|---|--|--|
| Within City Limits | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | NA <input type="checkbox"/> |
| Adjacent to City Limits | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | NA <input type="checkbox"/> |
| Within 2 mile area | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | NA <input type="checkbox"/> |
| Annexation Requested | Yes <input type="checkbox"/> | No <input type="checkbox"/> | NA <input checked="" type="checkbox"/> |
| Subdivision Agreement submitted | Yes <input type="checkbox"/> | No <input type="checkbox"/> | NA <input checked="" type="checkbox"/> |
| Performance Bond Required | Yes <input type="checkbox"/> | No <input type="checkbox"/> | NA <input checked="" type="checkbox"/> |

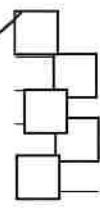
Signed by Developer *Thomas Kayton*

Preliminary Plat Review

~~Staff Review
Electric Dept
Street Dept
Water/Waste
Police Dept
Park/Rec Dept~~



~~Agency Review
Cable TV
Gas Co
Telephone Co
School Board
County P.C.~~



Final Plat Application fees:
\$100.00 + \$10.00 Per Lot (\$180) + filing fee (52) = 232

81495

~~Aid to Construction for Electric Dept (City of Seward Resolution 8-07):
Developer fees \$400 Per Lot = \$ + \$4.00 per foot of electrical line installation for lots~~

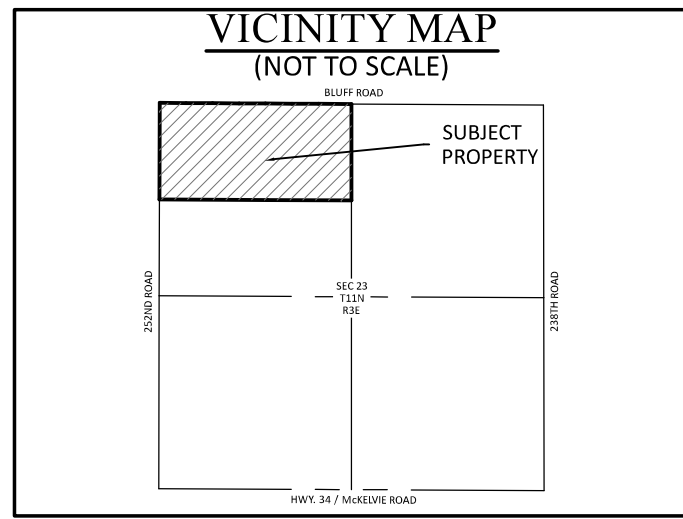
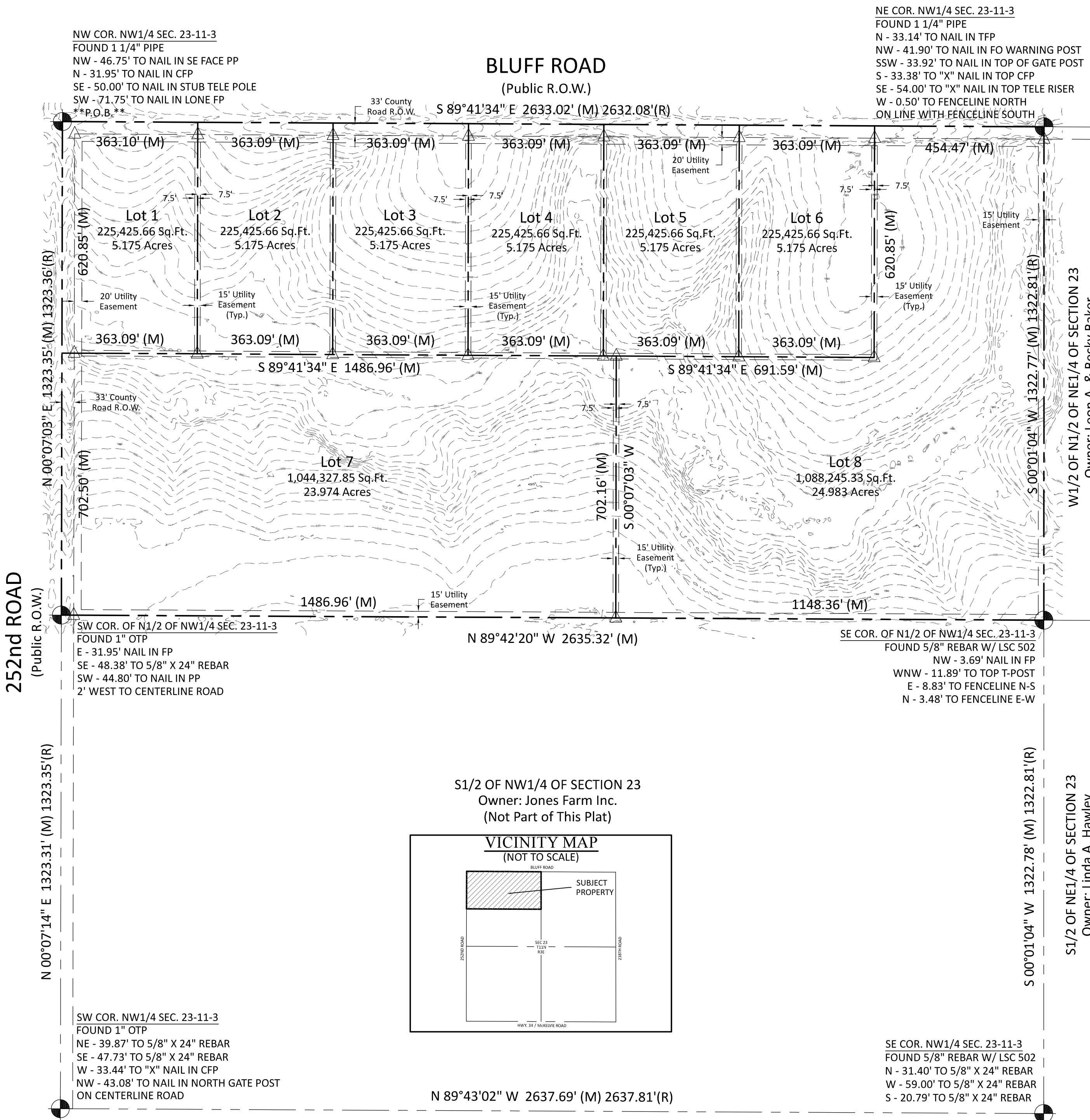
~~Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation:~~

Date and action taken: _____ **Total Fees Due:** 1052.00

Planning Commission: _____ City Council: _____

BLUFF ROAD ACRES PRELIMINARY PLAT

A PLAT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 SEC. 23, T11N, R03E, 6TH P.M.
SEWARD COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE / LEGAL DESCRIPTION

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT TO BE KNOWN AS "BLUFF ROAD ACRES" BEING COMPRISED OF LOTS 1 THROUGH 8.

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW COR. OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 2633.02 FEET TO THE NE COR. OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE COR. OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW COR. OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 1323.35 FEET TO THE NW COR. OF THE NW 1/4 OF SAID SECTION 23, AND THE POINT OF BEGINNING.

SAID TRACT OF LAND, (IN 1/2 OF THE NW 1/4 OF SAID SECTION 23) CONTAINS 3,485,127.14 SQFT OR 80.01 ACRES MORE OR LESS, OF WHICH 129,471.82 SQFT OR 2.97 ACRES OR LESS, IS SUBJECT TO COUNTY ROAD RIGHT OF WAY.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

I, THOMAS CATLETT, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS 3rd DAY OF March, 2022.

THOMAS B. CATLETT L.S. #502
CATLETT SURVEYING
13650 S. 150TH COURT
BENNET, NE 68317

APPROVAL OF THE CITY OF SEWARD
PLANNING COMMISSION:
THE FOREGOING PLAT "BLUFF ROAD ACRES" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD PLANNING COMMISSION ON THIS _____ DAY OF _____, 2022

CHAIRPERSON _____
SECRETARY OF PLANNING COMMISSION _____

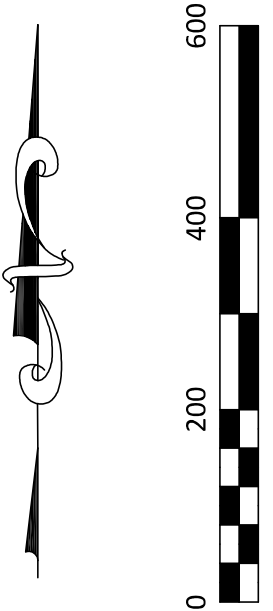
APPROVAL OF THE CITY OF SEWARD
ZONING ADMINISTRATOR:
THE FOREGOING PLAT "BLUFF ROAD ACRES" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD PLANNING COMMISSION ON THIS _____ DAY OF _____, 2022

SEWARD ZONING ADMINISTRATOR _____

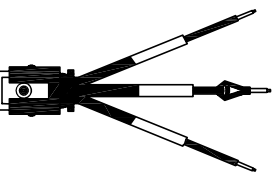
ZONING INFORMATION:
PRESENT ZONING OF SUBJECT TRACTS IS "AG-AGRICULTURAL".

PROPOSED ZONING OF SUBJECT TRACTS IS "RR-RURAL RESIDENTIAL".

SETBACKS FOR "RR-RURAL RESIDENTIAL" ARE :
FRONT/STREET SIDE YARD/REAR YARD : 50 FT.
SIDE YARD : 25 FEET



- LEGEND**
- ▲ - SET 5/8" X 24" CAPPED REBAR (L5502) CTP - CRIMPED TOP PIPE
 - - SECTION CORNER (AS NOTED) OTP - OPEN TOP PIPE
 - - FOUND SURVEY POINT (AS NOTED) M - MEASURED DISTANCE
 - - CALCULATED SURVEY POINT R - RECORDED DISTANCE
 - BOUNDARY LINE C - CALCULATED DISTANCE

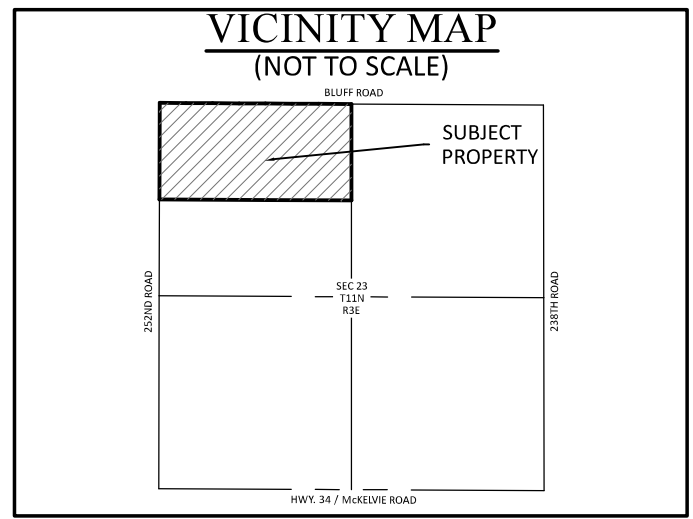
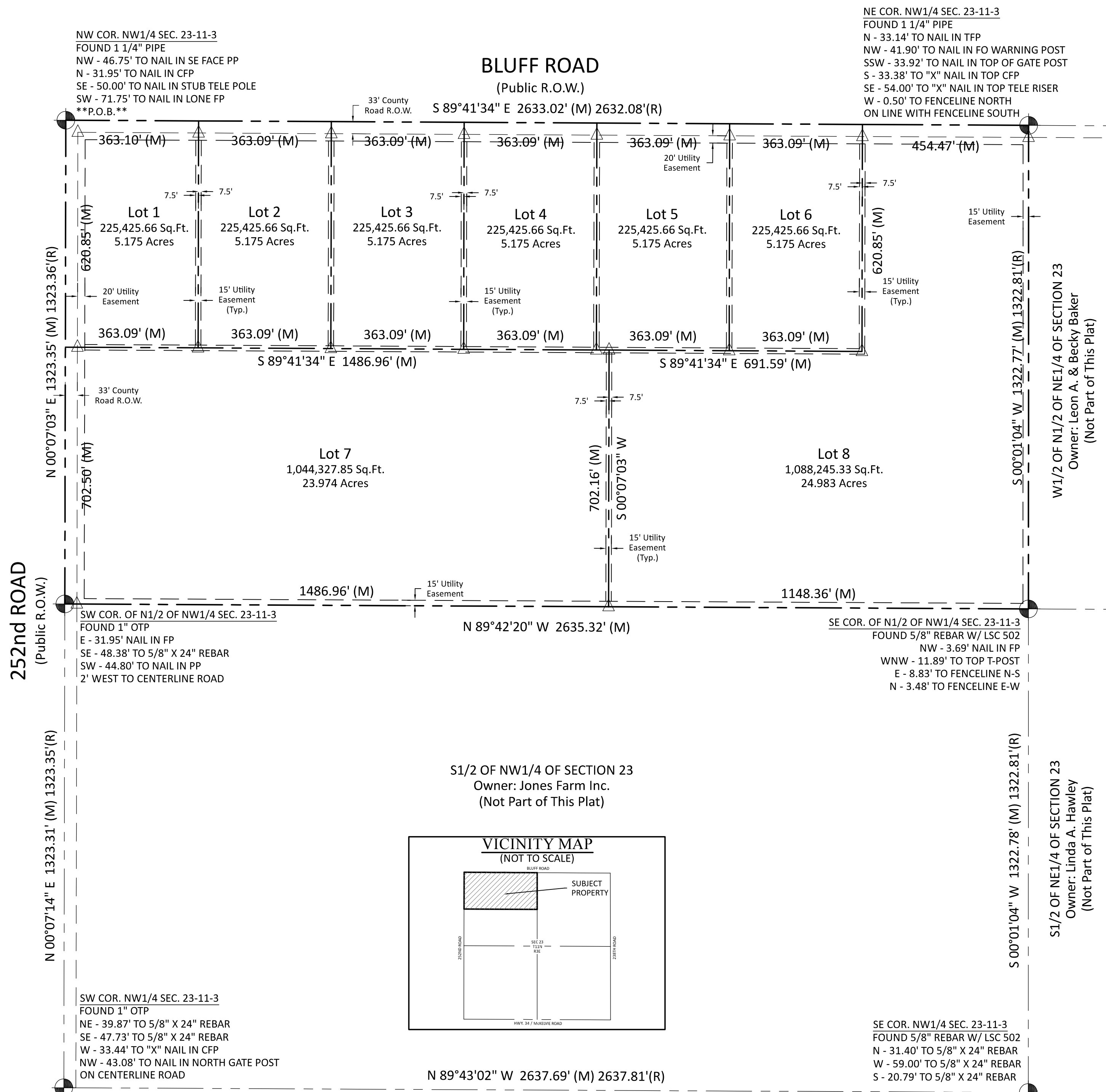


CATLETT LAND SURVEYING
Bennet, Nebraska
Cell: 402.217.5816 Fax: 402.782.9901
tcatlett@catlettsurveying.com

Drawn By: PC
Checked By: PC/JC
Crew: AK/JIS
Field Date: 01/24/22
Job #: 2022-012
Scale: 1" = 200'
Sheet 1 of 1

BLUFF ROAD ACRES FINAL PLAT

A PLAT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 SEC. 23, T11N, R03E, 6TH P.M.
SEWARD COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE / LEGAL DESCRIPTION
I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT TO BE KNOWN AS "BLUFF ROAD ACRES" BEING COMPRISED OF LOTS 1 THROUGH 8.

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW COR. OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 2633.02 FEET TO THE NE COR. OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE COR. OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW COR. OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 1323.35 FEET TO THE NW COR. OF THE NW 1/4 OF SAID SECTION 23, AND THE POINT OF BEGINNING.
SAID TRACT OF LAND, (N 1/2 OF THE NW 1/4 OF SAID SECTION 23) CONTAINS 3,485,127.14 SQFT OR 80.01 ACRES MORE OR LESS, OF WHICH 129,471.82 SQFT OR 2.97 ACRES OR LESS, IS SUBJECT TO COUNTY ROAD RIGHT OF WAY.
SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

I, THOMAS CATLETT, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS _____ DAY OF _____, 2022.

THOMAS B. CATLETT L.S. #502
CATLETT SURVEYING
13650 S. 150TH COURT
BENNET, NE 68317

OWNERSHIP CERTIFICATE:
UNO CAPITAL, LLC (THOMAS KAYTON, MANAGING PARTNER), OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED, SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.
THIS PLAT SHALL BE KNOWN AS "BLUFF ROAD ACRES", A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED BY SAID OWNER(S):

WITNESS OUR HANDS THIS _____ DAY OF _____ 2022.

THOMAS KAYTON, MANAGING PARTNER

ACKNOWLEDGMENT OF NOTARY
ON THIS _____ DAY OF _____, 2022 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, THOMAS KAYTON (MANAGING PARTNER OF UNO CAPITAL, LLC) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.
MY COMMISSION EXPIRES THE _____ DAY OF _____, _____

NOTARY PUBLIC

APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION:

THE FOREGOING PLAT "BLUFF ROAD ACRES" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD PLANNING COMMISSION ON THIS _____ DAY OF _____, 2022

CHAIRPERSON

SECRETARY OF PLANNING COMMISSION

APPROVAL OF THE SEWARD CITY COUNCIL:

THE FOREGOING PLAT "BLUFF ROAD ACRES" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD CITY COUNCIL ON THIS _____ DAY OF _____, 2022

MAYOR

ATTEND: CITY CLERK

REGISTER OF DEEDS:
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE SEWARD COUNTY REGISTER OF DEEDS OFFICE.

DATE: _____ TIME: _____ IN DRAWER: _____

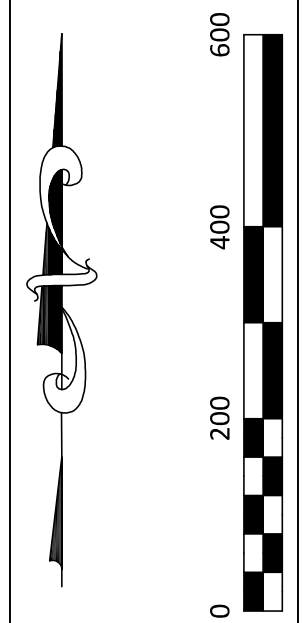
INST. NO. : _____ FEE: _____

REGISTER OF DEEDS : _____

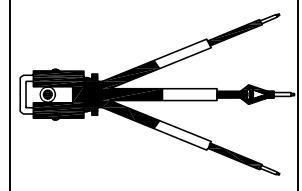
ZONING INFORMATION:
PRESENT ZONING OF SUBJECT TRACTS IS "AG-AGRICULTURAL".

PROPOSED ZONING OF SUBJECT TRACTS IS "RR-RURAL RESIDENTIAL".

SETBACKS FOR "RR-RURAL RESIDENTIAL" ARE :
FRONT/STREET SIDE YARD/REAR YARD : 50 FT.
SIDE YARD : 25 FEET



- LEGEND**
- △ - SET 5/8" X 24" CAPPED REBAR (LS502) CTP - CRIMPED TOP PIPE
 - - SECTION CORNER (AS NOTED) OTP - OPEN TOP PIPE
 - - FOUND SURVEY POINT (AS NOTED) M - MEASURED DISTANCE
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Drawn By: PC
Checked By: PC/JC
Crew: AK/JIS
Field Date: 01/24/22
Latest Rev: 02/24/22
Job #: 2022-012
Scale: 1" = 200'
Sheet 1 of 1

Return To: Derek Bargmann
City of Seward
Seward, NE

ORDINANCE NO. 2022-2

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "BLUFF ROAD ACRES", A PLAT OF LAND LOCATED IN THE N1/2 OF THE NW1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA:

Section 1. Plat and Dedication Approved. The Plat and dedication of the following described real estate is hereby approved:

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW COR OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 2633.02 FEET TO THE NE COR OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 1323.35 FEET TO THE NW COR OF THE NW 1/4 OF SAID SECTION 23, AND THE POINT OF BEGINNING.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "BLUFF ROAD ACRES", City of Seward, Seward County, Nebraska."

Section 3. Filing and Recording of Plat. An accurate plat of said real estate as platted and dedicated as heretofore set forth, certified to by an Engineer or Surveyor, together with a certified copy of this Ordinance shall be filed in the office of the Seward County Clerk, Seward, Nebraska.

Section 4. Pamphlet form; publication; when operative. This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication as provided by law and City Ordinance.

Passed and approved this _____ day of _____, 2022.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann
City Clerk

APPLICATION TYPE

Major Subdivision Application

FINAL ACTION?

DEVELOPER/OWNER

UNO Capitol LLC/Thomas Kayton

PC HEARING DATE

March 14, 2022

RELATED APPLICATIONS

Rezone

PROPERTY ADDRESS, ZONING DISTRICT/USE

252nd & Bluff Rd, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – Norman Eberspacher, Lynn & Susan Cutshall

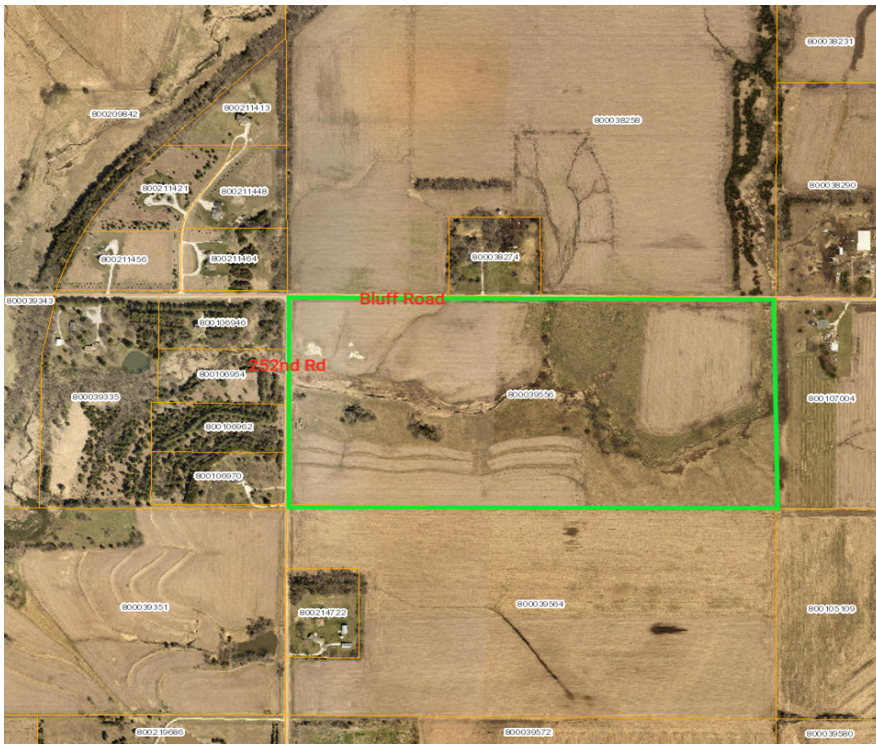
East, AG, Agriculture – Leon & Becky Baker

South, AG, Agriculture – Jones Farms, Inc (David Jones)

West, RR, Single Family – Charles & Constance Ore, Joel & Gina Germer

BRIEF SUMMARY OF REQUEST:

A Major Subdivision preliminary and final plat review of lots 1 through 8 Bluff Road Acres. An 8 lot development for the purpose of single family rural residential living.



APPLICATION CONTACT

Thomas Kayton, 402-641-4258
1267 280th Rd, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is not addressed by the comp plan.

ANALYSIS

This is an application to subdivide 80 acres into 8 Rural Residential lots at the southeast corner of 252nd Road and Bluff Road in the ETJ (Extra Territorial Jurisdiction).

The property is not served by City utilities and does not require the extension of utilities or streets. Terry Wicht, Seward County Highway Superintendent has been notified and has no concern with each lot needing an access from either Bluff Road or 252nd Road. Each property would be required to file an application with the County for review and approval of that access. Individual sewage and water systems would require permits from State of Nebraska for such work. Storm drainage for rural properties is done overland.

The platted lots meet the minimum requirements for lots in a RR (Rural Residential) zoning district.

The notice of this Public Hearing was published in the Seward County Independent, letters were mailed to owners within 300 feet, and the subject land was posted.

APPROXIMATE LAND AREA:

80.01 acres or 3,485,127.14 square feet +/-

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW COR OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 2633.02 FEET TO THE NE COR OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 1323.35 FEET TO THE NW COR OF THE NW 1/4 OF SAID SECTION 23, AND THE POINT OF BEGINNING.

SAID TRACT OF LAND, (N 1/2 OF THE NW 1/4 OF SAID SECTION 23) CONTAINS 3,485,127.14 SQFT OR 80.01 ACRES MORE OR LESS, OF WHICH 129,471.82 SQFT OR 2.97 ACRES OR LESS, IS SUBJECT TO COUNTY ROAD RIGHT OF WAY.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

3. Public Hearing - 7:00 PM - Ordinance Re-Zoning Property Identified as Bluff Road Acres from 'AG - Agricultural District' to 'RR - Rural Residential District' - Building/Zoning & Code Enforcement Director Dworak



PAID
2-16-2022

City of
SEWARD

P.O. Box 38 • 537 Main Street
Seward, Nebraska 68434
Phone and TDD 402-643-2928
Fax 402-643-6491

\$300

**REQUEST FOR AMENDMENT
TO THE UNIFIED LAND DEVELOPMENT ORDINANCE**

CITY OF SEWARD, NEBRASKA

Applicant: UNO Capital LLC - Thomas Kayden Date: 2-16-2022

Address: 1267 280th Rd Seward Application No.: _____

Map 23-11-3 Bluff Rd Acres Phone: _____

I wish to (build), (alter buildings or structures), or (change the use of the land or structures) at the following described premises:

The following change in the Unified Land Development ordinance is hereby requested:

Change the zoning of the subject property from its present classification, AG - Agricultural,
to the following proposed zoning classification: RR - Rural Residential

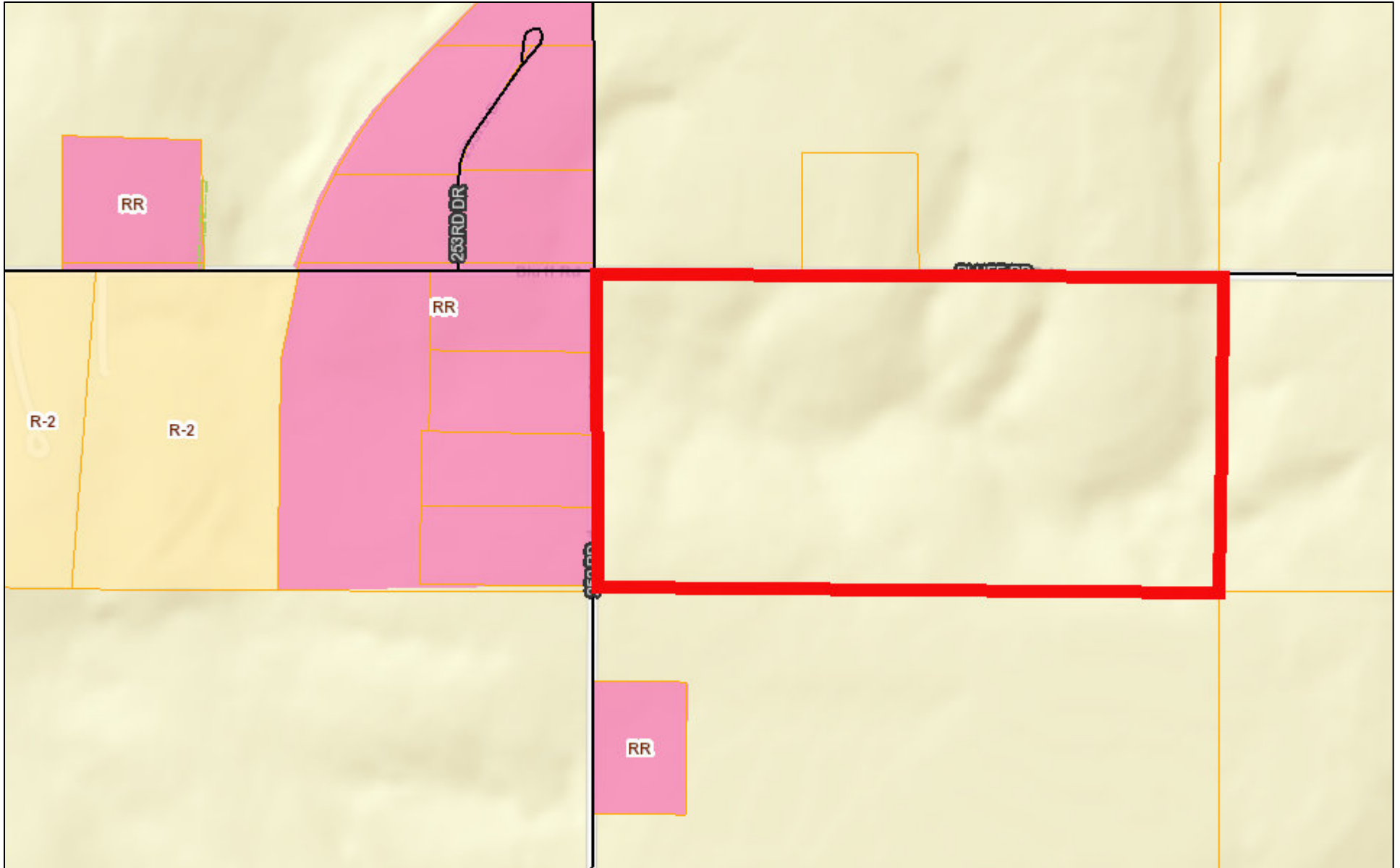
Amend the text or district regulations as follows:

to permit the following improvement or use: Residential Homes

The applicant also shall furnish a plat of the area containing the property for which a zoning change is sought, and including all lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section _____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Signed Thomas Kayden

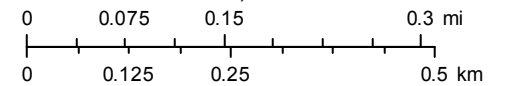


March 10, 2022
08:04 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:9,245

- Streets
- ▭ Parcels
- ▭ Subdivisions



City of Seward Planning Commission

142 N 7th St. Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-4000

APPLICATION TYPE

Rezone Application

FINAL ACTION?

DEVELOPER/OWNER

UNO Capitol LLC/Thomas Kayton

PC HEARING DATE

March 14, 2022

RELATED APPLICATIONS

Major Subdivision

PROPERTY ADDRESS, ZONING DISTRICT/USE

252nd Rd & Bluff Rd/AG

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – Norman Eberspacher, Lynn & Susan Cutshall

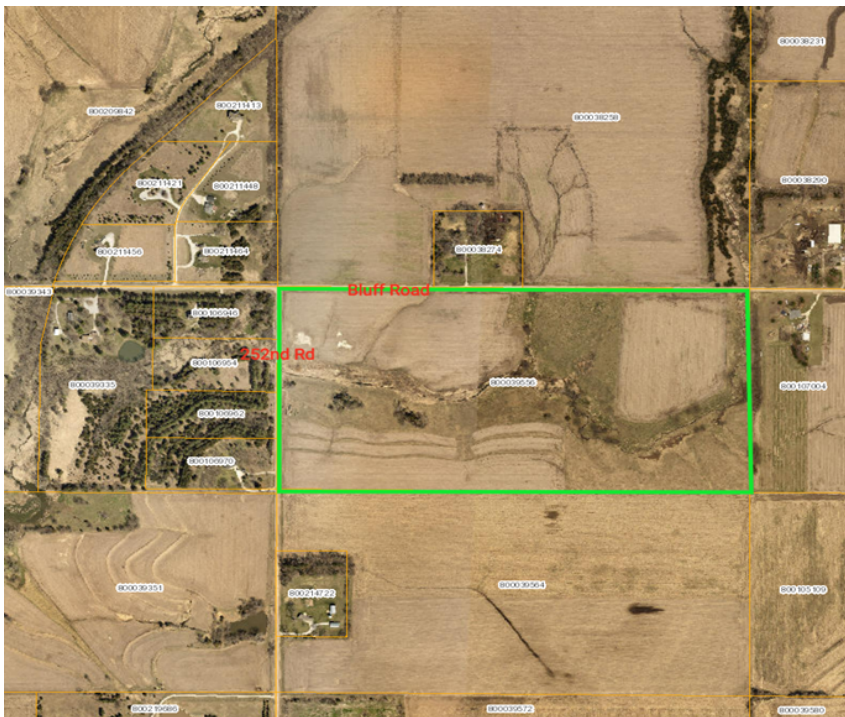
East, AG, Agriculture – Leon & Becky Baker

South, AG, Agriculture – Jones Farms, Inc (David Jones)

West, RR, Single Family – Charles & Constance Ore, Joel & Gina Germer

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG (Agriculture) to RR (Rural Residential District) for purposes single family homes.



APPLICATION CONTACT

Thomas Kayton, 402-641-4258
1267 280th Rd, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is not addressed by the comp plan.

ANALYSIS

Applicant is requesting a rezone from AG-Agricultural District to RR – Rural Residential District. A major subdivision plat is subdividing a parcel of land for the purpose of single family homes from agricultural land. The parcel meets zoning requirements of rural residential.

The current property is located outside the city limits of the City of Seward but is within the Extra Territorial Jurisdiction (ETJ) of the City of Seward.

The notice of this Public Hearing was published in the Seward County Independent, letters were mailed to owners within 300 feet, and the subject land was posted.

APPROXIMATE LAND AREA:

80.01 acres or 3,485,127.14 square feet +/-

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW COR OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 2633.02 FEET TO THE NE COR OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 1323.35 FEET TO THE NW COR OF THE NW 1/4 OF SAID SECTION 23, AND THE POINT OF BEGINNING.

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SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

ORDINANCE NO. 2022-3

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF BLUFF ROAD AND EAST OF 252ND RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA:

Section 1. PROPERTY REZONED. The following described property located within Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District", to "RR Rural Residential District" to wit:

A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW COR OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 2633.02 FEET TO THE NE COR OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 1323.35 FEET TO THE NW COR OF THE NW 1/4 OF SAID SECTION 23, AND THE POINT OF BEGINNING ALSO KNOWN AS LOTS 1-8 BLUFF ROAD ACRES.

Section 2. USES PERMITTED. Uses permitted by the ordinance of the City of Seward, Nebraska for "RR Rural Residential District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "RR Rural Residential District."

Section 4. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication or posting as provided by law and city ordinance.

Passed and approved this _____ day of _____,
2022.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Attest:

Derek Bargmann
City Clerk

ADMINISTRATIVE ITEMS

1. Agreement for Professional Engineering Services with The Schemmer Associates Inc. for Preliminary and Final Design of Storm Sewer Improvements for Park Avenue (6th-8th Streets) and Bradford Street (5th-10th Streets) - City Engineer Oneby

AGREEMENT BETWEEN
THE CITY OF SEWARD
AND
THE SCHEMMER ASSOCIATES
FOR PROFESSIONAL SERVICES

PARK AVENUE – 6th TO 8th STREET
AND
BRADFORD STREET – 5th TO 10th STREET
STORM SEWER IMPROVEMENTS

PRELIMINARY AND FINAL DESIGN

Professional Services Provided: Survey, Storm Sewer Design, Coordination

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between

The City of Seward (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

Owner intends to Contract with Engineer to receive preliminary and final design services for survey, storm sewer design, and NDOT coordination for:

work associated with storm sewer design related to the completion of final engineering (“Project”). plans to improve the storm sewer system along Park Avenue between 8th and 6th Street, 8th Street between Park Avenue and Bluff Road and Bradford Street between 5th and 10th Street.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit A.
- B. Owner shall pay Engineer as set forth in Exhibit B.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services,

expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition or newer) unless both parties mutually agree to use other General Conditions by specific reference.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

- A. Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services beyond shop drawing review, answering design questions and attending the pre-construction meeting, therefore (1) Engineer's services under this Agreement shall be deemed complete

no later than the end of the shop drawing review Phase; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from

any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition or newer) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit D. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit D will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

- B. Termination. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination.

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit E or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit E. If Exhibit E is not included, or if no dispute resolution method is specified in Exhibit E, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable 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, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit F, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable 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, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable 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 (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and

consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 - 2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
 - 3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other

services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-

way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services," consisting of 7 pages.
- B. Exhibit B, "Consultant Estimate of Hours and Expenses," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.
- D. Exhibit D, "Insurance," consisting of 2 pages.
- E. Exhibit E, "Dispute Resolution," consisting of 1 pages.
- F. Exhibit F, "Allocation of Risks," consisting of 1 pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 14 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: _____
City of Seward

Engineer: _____
The Schemmer Associates

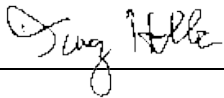
By: _____

By: Douglas G. Holle

Title: _____

Title: Principal

Date: _____

Date: 

Signed: _____

Signed: 3/2/2022

Address for giving notices:

Address for giving notices:
333 S. 21st Street
Suite 102
Lincoln, NE 68510

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February, 2022.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Additional Services as set forth below.

PART 1 – SCOPE OF SERVICES

PARK AVENUE – 6th TO 8th STREET AND BRADFORD STREET – 5th TO 10th STREET STORM SEWER IMPROVEMENTS

(Project Description)

This project includes work associated with design services related to the completion of final engineering plans to improve the existing storm sewer systems at two locations located along 1) Park Avenue from 6th Street to 8th Street including 8th Street from Park Avenue to Hillcrest Drive and Hillcrest Drive from Ironwood Drive to 8th Street and 2) Bradford Street from 5th Street to 10th Street in Seward, NE.

Park Avenue from 6th Street to 8th Street

The storm sewer system and detention basin along Park Avenue is undersized and will be reconfigured to improve capacity. In addition, there is a desire to add storm sewer along 8th Street from Park Avenue to Hillcrest Drive and along Hillcrest Drive from Ironwood Drive to 8th Street.

Bradford Street from 5th Street to 10th Street

The storm sewer along Bradford Street will be evaluated for the need to replace potentially undersized storm sewer. Further upstream, the storm sewer will be extended to Roberts Street from 5th to 6th Streets and along Bradford Street from 5th to 6th Streets to alleviate ponding water.

The required services will include project administration, topographic field survey, preliminary and final roadway design, preliminary and final drainage design. The project will be funded with local funding only. The design will conform to all applicable City of Seward and Nebraska Department of Transportation requirements.

Information Provided by the City or Others

The City will provide all available information including existing studies, reports, mapping, as-built plans, and data.

The City will also provide the following:

- a. As-Built plans including all adjacent and affected infrastructure including existing street, storm and sanitary sewers, watermain, etc.
- b. GIS Information, including existing right-of-way
- c. Data on existing City control points and benchmarks
- d. Current list of utility companies and contact information
- e. Topographic survey along Park Avenue – 6th to 8th Street and 8th Street – Park Avenue to Hillcrest Drive and along Hillcrest Drive from Ironwood to 8th Street
- f. Equipment needed to aid surveyors for accessing storm sewer structures.
There are existing inlets having steel tops without manholes.

Tasks specifically not included:

- Right-of-way design, right-of-way appraisal and acquisition services.
- Topographic survey along the Park Avenue storm drainage system.
- Structural plan related to the construction of concrete box culverts.
- Bid phase services related to the Bradford Street – 5th to 10th Street Storm Sewer Improvements.
- Full street design including roadway plan and profiles along Bradford and Roberts Streets.
- All construction phase services
- Storm Sewer Video Inspection

Project Schedule

- | | | |
|----|---------------------------------|--|
| a. | TBD, Notice to Proceed (NTP) | |
| b. | June 15 th , 2022 | Park Avenue Plan-in-Hand (30%) Plans |
| c. | August 10 th , 2022 | Bradford Street Plan-in-Hand (30%) Plans |
| d. | November 1 st , 2022 | Park Avenue Final Submittal |
| e. | December 2022 | Bradford Street Final Submittal |

Design Plan Sheets

Roadway plan sheets will be prepared in Nebraska Department of Transportation format. The following plan sheets are anticipated to be included in each of the final plan sets:

- a. Cover Sheet
- b. Summary of Quantities
- c. Horizontal Control

- d. General Information
- e. Construction Phasing Plan
- f. Construction and Removal Plan
- g. Erosion Control Plan
- h. Drainage Plan and Profile
- i. Roadway Plan and Profile
- j. Miscellaneous Details
- k. Typical Section

Submittals

The following formal submittals are anticipated:

- a. Park Avenue – 6th to 8th Street Plan-in-Hand (30%) Plans
- b. Park Avenue – 6th to 8th Street Final Submittal
- c. Bradford Street – 5th to 10th Street Plan-in-Hand (30%) Plans
- d. Bradford Street – 5th to 10th Street Final Submittal
- e. Topographic Survey and design CAD files in Autocad Format. (Design will be completed in Microstation but base files will be submitted in Autocad)

Project Tasks

The following tasks are anticipated to complete the work for this project:

I. Project Administration- This task consists of project management activities, agency and stakeholder meetings, Utility coordination meetings, Kickoff and progress meetings with City staff and internal coordination meetings.

- a. ***Project Management-*** Includes activities required for budget and schedule management, staff assignments, internal cost control, preparation and processing of project correspondence, invoices, and monthly progress reports throughout this phase of the project.
- b. ***Progress Meetings with City Staff-*** Progress meetings with City staff will be conducted to update progress and seek resolution of identified issues. Two (2) progress meetings are anticipated. Meetings will be attended by the ENGINEER's project manager and one additional project team member.

It is assumed all meetings will be held in the City of Seward.

- c. ***Plan-in-Hand Meeting-*** The ENGINEER will schedule and attend a separate plan-in-hand meeting for each of the project sites. It is anticipated that NDOT will be invited to attend the meetings. The ENGINEER will prepare and distribute meeting minutes.
- d. ***Team Coordination Meetings-*** Includes internal staff and subconsultant coordination meetings throughout project development.

II. Topographic Field Survey- This task consists of a topographic field survey of the public right-of-way per the attached exhibit including horizontal and vertical control, storm sewer flow lines, grade changes, pipe culverts, trees 18 inches and larger, locating section corners and property pins, and locating existing utilities per one-call. Survey shall be in accordance with current NDOT survey specifications using GPS and/or 'Total Station' technology in MicroStation/GEOPAK format.

a. *Topographic Field Survey-* The ENGINEER will collect topographic survey data within the following limits:

i. **See Exhibit E for map of topographic survey limits.**

The ENGINEER will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings. The topographic survey will be sent to notified utilities for an additional check. At this time, it will be assumed that no new utilities have been constructed. A disclaimer in regard to the undetermined location of underground utilities will be added to the drawings. Any noted additions or deletions will be drafted in the topographic file.

b. *Horizontal and Vertical Control-* The ENGINEER will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.

i. Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.

ii. Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 300 feet.

c. *Section Corners -* The ENGINEER will locate necessary section corners and quarter-section corners.

d. *Boundary Survey –* The ENGINEER will survey and draw the existing right-of-way along the survey boundary.

V. Preliminary Design- This task will include site inspection, data collection, utility coordination, hydraulic design, drainage plan and profile, preliminary construction phasing, opinion of probable construction costs, and plan-in-hand meeting.

a. *Site Inspection-* Includes site visits during preliminary design to verify site constraints, impacts, and compatibility with proposed design. It is assumed one site visit will be required.

b. *Data Collection-* Existing information and data available for the project will be assembled and reviewed including as-built information for existing streets, structures, utilities, storm sewers, right-of-way, GIS data, and other relevant information available.

c. *Construction Phasing-* A conceptual construction phasing plan will be developed for the roadway.

- d. *Utility Coordination*- Includes coordination with the known utility companies to identify the limits and potential conflicts of all utilities along the project corridor. ENGINEER will request maps of all existing utilities within the project corridor. Preliminary drawings will be supplied to all utility companies requesting design information.
- e. *Coordination with NDOT*- Includes coordination with the Nebraska Department of Transportation for determining how the drainage system designed for the Highway 15 reconstruction interacts with the downstream City storm sewer system.
- f. *Hydrologic and Hydraulic Design*- A drainage study of the existing storm sewer system will be conducted at both Park Avenue and Bradford Street in accordance with hydrologic and hydraulic methods described in “NDOT – Drainage Design and Erosion Control Manual” and Hydraulic Engineering Circular 14 (HEC-14) – “Energy Dissipators”. Recommended drainage improvements are anticipated to include reinforced concrete pipe (RCP) and NDOT standard inlet structures. Drainage basin delineation will include topographic survey supplemented with GIS data.

The regional detention basin located at 6th Street and Cedar Street will be evaluated to determine future capacity needs and whether the existing pond can be modified. Public property located at 7th Street and Park Avenue will also be evaluated as a location for a new detention basin.

A technical design memorandum will be prepared documenting the hydrologic and hydraulic analysis including figures and tables supporting the recommended drainage improvements.

- g. *Drainage Plan and Profiles*- Storm sewer improvements including pipe, inlets, manholes, and energy dissipators will be shown on the drainage plan and profile sheets.
- h. *Opinion of Probable Construction Cost*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost prior to the plan-in-hand (after selection of preferred design alternative).
- i. *Plan-in-Hand*- A plan in hand meeting will be scheduled and conducted with the City of Seward staff at approximately thirty (30) percent preliminary design plan completion. The plan-in-hand will be documented with minutes summarizing the significant finding and decisions made. This scope assumes two separate plan-in-hand meetings are required.

At the completion of preliminary design, plans will be submitted to all utility companies for review and use in developing preliminary relocation plans and schedules if necessary.

Meeting minutes will be prepared for all meetings.

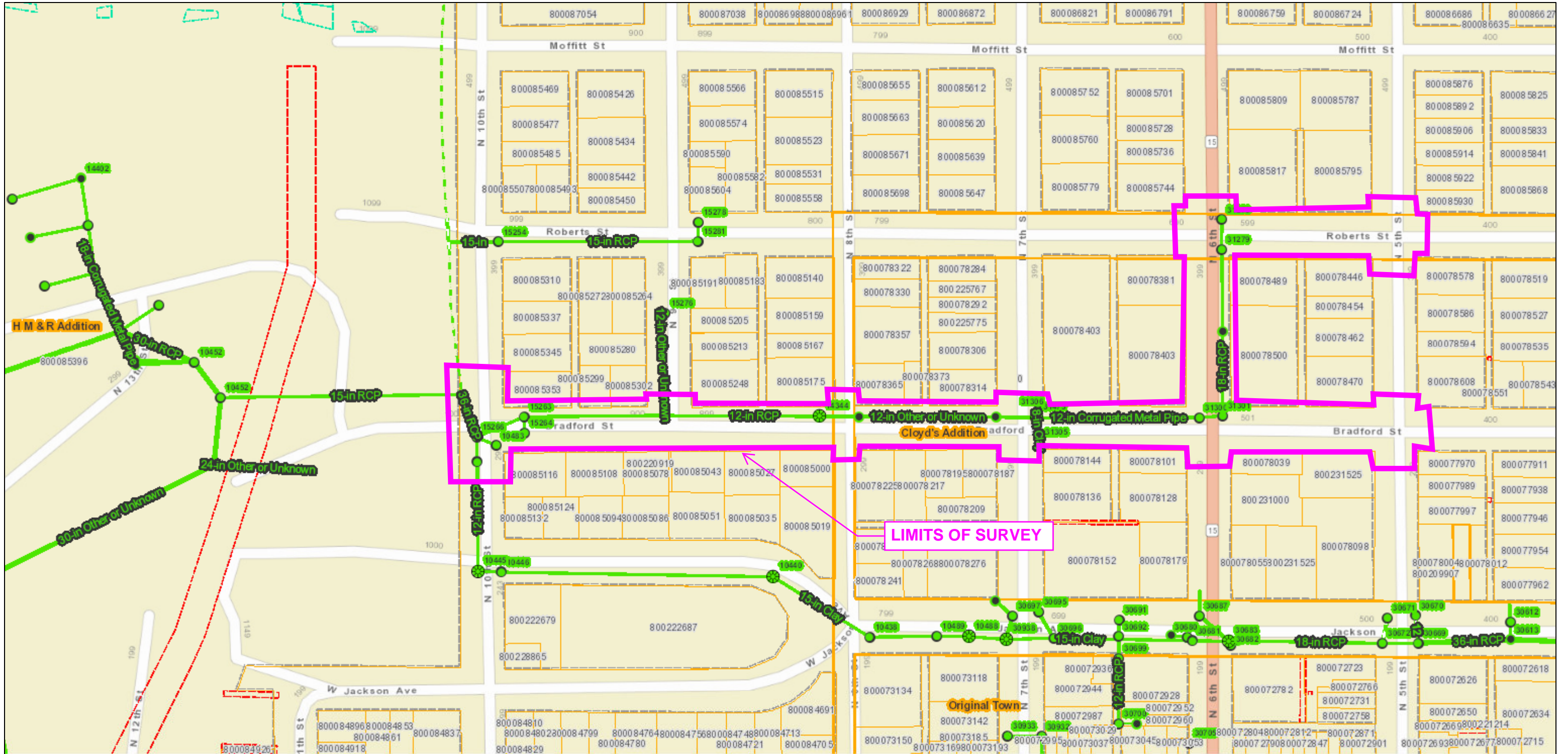
- j. *Quality Assurance/Quality Control (QA/QC)*- The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- k. *Roadway Plan and Profiles* – Roadway reconstruction geometric layout and vertical profile will be shown on the roadway plan and profile sheets. 3 P&P sheets are assumed to be necessary along Park Avenue and 8th Street. This task also includes developing the vertical and horizontal alignment and roadway modeling along this stretch of the project.
- l. *Typical Sections* – The roadway typical section will be developed along Park Avenue and 8th Street.

VIII. Final Design- This task will include construction and removal plans, drainage plan and profile sheets, construction phasing, limits of construction, erosion control, miscellaneous design details, and opinion of probable construction costs.

- a. *Construction and Removal Plan*- Sheets will be prepared that detail construction and removals for the project in accordance with NDOT pay items.
- b. *Drainage Plan and Profile*-Plan and profile sheets will be finalized.
- c. *Erosion Control Plans*- A sediment and erosion control plan will be developed to prevent erosion, stabilize the downstream channel, and promote revegetation within the limits of construction.
- d. *Construction Phasing Plan*- A final phasing plan will be developed for the project.
- e. *Miscellaneous Details*-ENGINEER to provide design and drafting of miscellaneous details on the project.
- f. *Opinion of Probable Construction Cost*- NDOT bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost at the completion of the final plans.
- g. *Utility Coordination*- Final plans will be submitted to utility owners impacted by the construction. ENGINEER to develop status of utilities report.
- h. *Quality Assurance/Quality Control (QA/QC)*- The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittal.
- i. *Special Provisions*- ENGINEER to develop special provisions for the project. Special provisions to include recurring NDOT special provisions as well as project specific provisions.
- j. *Permitting*-ENGINEER to apply for permits on the project. The anticipated permits for the project are the U.S. Army Corps of Engineers Section 404 Nationwide Permit (NWP) and a permit to occupy NDOT ROW.

- k. *Bid-Phase Services* – ENGINEER will assist the City in advertising the Park Avenue – 6th to 8th Street project. ENGINEER will coordinate with A&D Technical Supply to distribute plans to potential contractors. The City will provide all front-end documents for the contract documents. The City will conduct the bid letting.
- l. *Joints and Grades Sheets* – Pavement grades and concrete jointing sheets will be developed along the stretch of street reconstruction of Park Avenue and 8th Street will require.
- m. *Roadway Plan and Profile* – Roadway plan and profile sheets will be finalized.

Bradford Street Storm Sewer

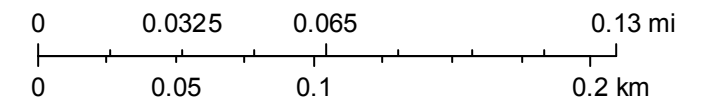


March 10, 2022

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,734

- | | | | | |
|---------------------|--------------------|------------------|---------------------------------------|-----------------------------|
| Storm Points | Storm Mains | Easements | Other | ROW |
| Inlet | <all other values> | 54; 60 | DRAINAGE | PUBLIC ACCESS ROW & UTILITY |
| Other | 2; 3; 4 | 84 | DRAINAGE & UTILITY | REAL ESTATE |
| Junction Box | 12; 18; 15 | Parcels | FLOOD CONTROL EASEMENT | ROW |
| Manhole | 6; 8; 10 | Subdivisions | INGRESS/EGRESS | UTILITY EASEMENT |
| Storm Culverts | 21; 24 | ACCESS | LINCOLN TELEPHONE EASEMENT | |
| Storm Ditches | 30; 36 | ACCESS & UTILITY | MAINTENANCE/DRAINAGE/UTILITY EASEMENT | |
| | 40; 42; 45; 48 | AT&T CABLE | PIPELINE EASEMENT | |
| | | PONDING | | |



PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Furnishing services of Engineer's Consultants for other than Basic Services.
 6. Providing construction surveys and staking to enable Contractor to perform its work.
 7. Providing Construction Phase services beyond the original date for final completion of the Work.
 8. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B: Hour Estimate Form
Preliminary and Final Design
PARK AVENUE – 6th TO 8th STREET
AND BRADFORD STREET – 5th TO 10th STREET
STORM SEWER IMPROVEMENTS
City of Seward

| ITEM NO. | TASK DESCRIPTION | PRIN | PROJ MGR | SEN PROJ ENGR | REG DESIGN ENGR | ENGR/ SEN TECH | ENGR TECH | SEN REG SURVEYOR | PARTY CHIEF SURVEYOR | ASSOC SURVEYOR | GRAPHIC DESIGNER | ADMIN ASST | TOTAL PER TASK |
|-------------------------------------|--|------|----------|---------------|-----------------|----------------|-----------|------------------|----------------------|----------------|------------------|------------|----------------|
| I. Project Administration | | | | | | | | | | | | | |
| I.a | Project Management | | 28 | | | | | | | | | | 28 |
| I.b | Progress Meetings with City Staff | | 8 | | 12 | | | | | | | | 20 |
| I.d | Team Coordination Meetings | | 7 | | 7 | | 7 | | | | | | 21 |
| II. Topographic Field Survey | | | | | | | | | | | | | |
| II.a | Topographic Field Survey | | | | | | 64 | 30 | 68 | 68 | | | 230 |
| II.b | Boundary Survey | | | | | | 30 | 15 | 14 | 14 | | | 73 |
| II.c | Storm Sewer Inverts | | | | | | 8 | | 16 | 16 | | | 40 |
| II.d | Courthouse | | | | | | | 5 | 20 | 20 | | | 45 |
| V. Preliminary Design | | | | | | | | | | | | | |
| V.a | Site Inspection | | 4 | | 6 | | | | | | | | 10 |
| V.b | Data Collection | | | | 8 | | 8 | | | | | | 16 |
| V.c | Construction Phasing | | 8 | | 20 | | 16 | | | | | | 44 |
| V.d | Utility Coordination | | 4 | | 20 | | 8 | | | | | | 32 |
| V.e | NDOT Coordination | | 16 | | 16 | | | | | | | | 32 |
| V.f | Hydrologic and Hydraulic Design | | 8 | | 128 | | 16 | | | | | | 152 |
| V.g | Drainage Plan and Profiles | | | | 24 | | 48 | | | | | | 72 |
| V.h | Quantities/Opinion of Probable Construction Cost | | 2 | | 20 | | 16 | | | | | | 38 |
| V.i | Plan-in-Hand | | 10 | | 16 | | | | | | | | 26 |
| V.j | Quality Assurance/Quality Control | | 8 | | | | | | | | | | 8 |
| V.k | Roadway Plan and Profiles | | 3 | | 36 | | 12 | | | | | | 51 |
| V.l | Typical Sections | | 1 | | 2 | | 4 | | | | | | 7 |
| | | | | | | | | | | | | | 0 |
| VIII. Final Design | | | | | | | | | | | | | |
| VIII.a | Construction and Removal Plans | | 1 | | 22 | | 66 | | | | | | 89 |
| VIII.b | Drainage Plan and Profile Sheets | | 1 | | 12 | | 36 | | | | | | 49 |
| VIII.c | Erosion Control Plans | | 1 | | 12 | | 16 | | | | | | 29 |
| VIII.d | Construction Phasing Sheets | | | | 8 | | 12 | | | | | | 20 |
| VIII.e | Miscellaneous Details | | 2 | | 8 | 8 | 12 | | | | | | 30 |
| VIII.f | Quantities/Opinion of Probable Cost | | 2 | | 8 | | 12 | | | | | | 22 |
| VIII.g | Utility Coordination | | 4 | | 10 | | 6 | | | | | | 20 |
| VIII.h | Quality Assurance/Quality Control | | 8 | | | | | | | | | | 8 |
| VIII.i | Special Provisions | | 8 | | 16 | | | | | | | | 24 |
| VIII.j | Permitting | | 4 | | 16 | | 8 | | | | | | 28 |
| VIII.k | Bid-Phase Services | | 8 | | 16 | | 8 | | | | | | 32 |
| V.I | Joints and Grades | | 1 | | 9 | | 12 | | | | | | 22 |
| VIII.m | Roadway Plan and Profile Sheets | | 2 | | 16 | | 16 | | | | | | 34 |
| TOTALS | | 0 | 149 | 0 | 468 | 8 | 441 | 50 | 118 | 118 | 0 | 0 | 1352 |

**PARK AVENUE – 6th TO 8th STREET
AND BRADFORD STREET – 5th TO 10th STREET
STORM SEWER IMPROVEMENTS
City of Seward**

Preliminary and Final Design

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs

| PROJECT TASK & PERSONNEL CLASSIFICATION | ESTIMATED HOURS | 2022 RATE | ESTIMATED LABOR CHARGE | TASK COST |
|---|--------------------|--------------|---------------------------|--------------|
| I. Project Administration | | | | \$12,260.00 |
| PRINCIPAL | 0 | \$240.00 | \$0.00 | |
| PROJECT MANAGER | 43 | \$205.00 | \$8,815.00 | |
| SENIOR PROJECT ENGINEER | 0 | \$175.00 | \$0.00 | |
| REGISTERED DESIGN ENGINEER | 19 | \$150.00 | \$2,850.00 | |
| ENGINEER/ SENIOR TECHNICIAN | 0 | \$150.00 | \$0.00 | |
| ENGINEERING TECHNICIAN | 7 | \$85.00 | \$595.00 | |
| REGISTERED SURVEYOR | 0 | \$135.00 | \$0.00 | |
| PARTY CHIEF SURVEYOR | 0 | \$100.00 | \$0.00 | |
| ASSOCIATE SURVEYOR | 0 | \$75.00 | \$0.00 | |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 | |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 | |
| II. Topographic Field Survey | | | | \$36,070.00 |
| PRINCIPAL | 0 | \$240.00 | \$0.00 | |
| PROJECT MANAGER | 0 | \$205.00 | \$0.00 | |
| SENIOR PROJECT ENGINEER | 0 | \$175.00 | \$0.00 | |
| REGISTERED DESIGN ENGINEER | 0 | \$150.00 | \$0.00 | |
| ENGINEER/ SENIOR TECHNICIAN | 0 | \$150.00 | \$0.00 | |
| ENGINEERING TECHNICIAN | 102 | \$85.00 | \$8,670.00 | |
| REGISTERED SURVEYOR | 50 | \$135.00 | \$6,750.00 | |
| PARTY CHIEF SURVEYOR | 118 | \$100.00 | \$11,800.00 | |
| ASSOCIATE SURVEYOR | 118 | \$75.00 | \$8,850.00 | |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 | |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 | |
| V. Preliminary Design | | | | \$68,400.00 |
| PRINCIPAL | 0 | \$240.00 | \$0.00 | |
| PROJECT MANAGER | 64 | \$205.00 | \$13,120.00 | |
| SENIOR PROJECT ENGINEER | 0 | \$175.00 | \$0.00 | |
| REGISTERED DESIGN ENGINEER | 296 | \$150.00 | \$44,400.00 | |
| ENGINEER/ SENIOR TECHNICIAN | 0 | \$150.00 | \$0.00 | |
| ENGINEERING TECHNICIAN | 128 | \$85.00 | \$10,880.00 | |
| REGISTERED SURVEYOR | 0 | \$135.00 | \$0.00 | |
| PARTY CHIEF SURVEYOR | 0 | \$100.00 | \$0.00 | |
| ASSOCIATE SURVEYOR | 0 | \$75.00 | \$0.00 | |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 | |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 | |

| | | | | |
|-----------------------------|--------------|----------|---------------------|-------------|
| VIII. Final Design | | | | \$50,100.00 |
| PRINCIPAL | 0 | \$240.00 | \$0.00 | |
| PROJECT MANAGER | 42 | \$205.00 | \$8,610.00 | |
| SENIOR PROJECT ENGINEER | 0 | \$175.00 | \$0.00 | |
| REGISTERED DESIGN ENGINEER | 153 | \$150.00 | \$22,950.00 | |
| ENGINEER/ SENIOR TECHNICIAN | 8 | \$150.00 | \$1,200.00 | |
| ENGINEERING TECHNICIAN | 204 | \$85.00 | \$17,340.00 | |
| REGISTERED SURVEYOR | 0 | \$135.00 | \$0.00 | |
| PARTY CHIEF SURVEYOR | 0 | \$100.00 | \$0.00 | |
| ASSOCIATE SURVEYOR | 0 | \$75.00 | \$0.00 | |
| GRAPHIC DESIGNER | 0 | \$0.00 | \$0.00 | |
| ADMINISTRATIVE ASSISTANT | 0 | \$0.00 | \$0.00 | |
| Subtotal Labor Costs | 1,352 | | \$166,830.00 | |

| | | | |
|--|--------|-----------|-----------------|
| DIRECT NON-SALARY COSTS: | No. | Rate (\$) | |
| Printing | 1 \$ | 300.00 \$ | 300.00 |
| Mileage | 926 \$ | 0.585 \$ | 541.71 |
| Survey Mileage | 696 \$ | 0.585 \$ | 407.16 |
| Geotech (Field Drilling Subcontractor) | \$ | 925.00 \$ | - |
| Geotech (Lab Reimbursable) | \$ | 210.00 \$ | - |
| Title Searches | \$ | 200.00 \$ | - |
| Lodging | 22 \$ | 70.00 \$ | 1,540.00 |
| Per Diem | 24 \$ | 39.00 \$ | 936.00 |
| Public Meeting | \$ | 500.00 \$ | - |
| Storm Sewer Video Inspection | \$ | - \$ | - |
| Wetland Delineation | \$ | - \$ | - |
| Sub-Total Direct Non-Salary Costs | | \$ | 3,724.87 |

TOTAL ESTIMATED FEE \$170,554.87

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
 2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates included in Exhibit B.
 3. The total compensation for services under Paragraph C2.01 is estimated to be \$170,554.87
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
 5. The total estimated compensation for Engineer’s services included Paragraph C2.01.B.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
 6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
 7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Exhibit B.

- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT D**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

Engineers Certificate of Liability insurance is attached to this Exhibit D.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|---|---|--|-----------------------|---------------|
| PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279 | CONTACT NAME: sharon miller PHONE (A/C. No. Ext): 402-861-7000 E-MAIL ADDRESS: sharon.miller@fnicgroup.com | | FAX (A/C. No): | |
| | INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURED The Schemmer Associates Inc. 1044 North 115th Street Omaha NE 68154 | SCH41058 | INSURER A : Continental Casualty Co. | | 20443 |
| | | INSURER B : Continental Insurance Company | | 35289 |
| | | INSURER C : Valley Forge Insurance Co. | | 20508 |
| | | INSURER D : | | |
| | | INSURER E : | | |
| INSURER F : | | | | |

COVERAGES

CERTIFICATE NUMBER: 782558411

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|-----------------------|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 6023928716 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BUA6023928747 | 12/31/2021 | 12/31/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUE6023928702 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC623928733 | 12/31/2021 | 12/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | Professional Liability Claims Made Basis Pollution Legal Liab | | | AEH288365469 | 12/31/2021 | 12/31/2022 | \$3,000,000 \$3,000,000 | Ea.Claim Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Seward Nebraska
 142 N. 7th St.
 Seward NE 68434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

- A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

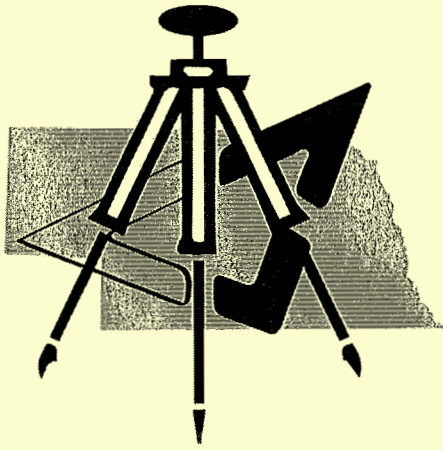
Allocation of Risks

Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

I6.10.B *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

2. Approval of Specifications and Contract Documents for New Well Development of Seward Wells SW3, S4 and Piping - Water/Wastewater Director Richtig



SPECIFICATIONS
AND CONTRACT
DOCUMENTS
FOR

SEWARD WELLS SW3, S4 AND PIPING

SEWARD, NEBRASKA

2022

Project No. 453-C1-001-21

MA
Miller & Associates

Set # _____

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

SEWARD WELLS SW3, S4 AND PIPING

SEWARD, NEBRASKA

2022

Project No. 453-C1-001-21

I hereby certify that this document was prepared by me,
or under my direct supervision, that I am a duly
registered professional engineer under the laws of
the State of Nebraska.


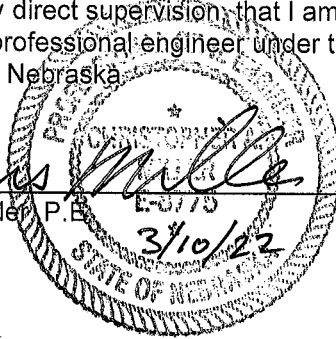

Chris A. Miller, P.E.
E-0775
3/10/22


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ADVERTISEMENT FOR BIDS

Sealed BIDS will be received at the City of Seward, 537 Main Street, Seward, Nebraska on April 12, 2022 until 10 AM, Local Time, and then such BIDS shall be publicly opened and read aloud in the City Hall for furnishing all equipment, labor, materials and appurtenances required to construct two municipal wells and other such work as may be incidental to **SEWARD WELLS SW3, S4 AND PIPING**. Well S4 will be constructed this fiscal year, and Well SW3 will be constructed next fiscal year.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened. The Owner will accept only those sealed bids, either hand delivered or received via U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted.

The Contract Documents may be examined at the following locations:

Miller & Associates, 1111 Central Avenue, Kearney, NE 68847
City of Seward, 534 Main Street, Seward, NE 68434

Copies of the Contract Documents may be obtained at the office of Miller & Associates, Consulting Engineers, P.C. located at 1111 Central Avenue, Kearney, Nebraska 68847, Telephone 308/234-6456 upon payment of \$50 for each half-size set. Full-size sets of documents can be obtained for a deposit of \$65. Any PLAN HOLDER, upon returning the CONTRACT DOCUMENTS within fourteen (14) days of the BID OPENING, and in good condition, will be refunded \$15. A complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained from www.miller-engineers.com for a fee of \$25.00 (non-refundable). Once logged into the website, go to "Bidding Documents" [in the upper right-hand corner of the homepage] and you can select the set of documents to download.

Each BIDDER will be required to submit with his proposal, a certified check, cashier's check or bid bond made payable, without condition, to the City Clerk, Seward, Nebraska, in an amount equal to five percent (5%) of the proposal.

The Owner is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

(SEAL)

CITY OF SEWARD
(OWNER)

ATTEST:

By _____

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. BIDDER - one who submits a Bid directly to OWNER as distinct from a sub-BIDDER, who submits a bid to a BIDDER.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful BIDDER - the lowest, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents.

- 2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. A portion of the deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within fourteen days after opening of Bids.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. OWNER and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.
- 2.4. The Successful BIDDER will be provided with up to three (3) sets of Bidding Documents upon award of the contract, for their use when constructing the project. If the ENGINEER has additional sets available, they will be provided at no charge. If additional sets are not available by the ENGINEER, they can be reproduced for the BIDDER at BIDDER'S cost.

3. Qualifications of BIDDERS.

- 3.1. To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within five days after Bid opening upon OWNER'S request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

- 4.1. It is the responsibility of each BIDDER before submitting a Bid:

- 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
- 4.1.2. To visit the site to become familiar with and satisfy BIDDER as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- 4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 4.1.4. To study and carefully correlate BIDDER'S knowledge and observations with the Contract Documents and such other related data; and
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract Documents and such other related documents.

4.2. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in the General Conditions.

4.3. Before submitting a Bid each BIDDER will be responsible to obtain examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4. On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, test and studies as each BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.5. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by OWNER or others (such as utilities and other prime CONTRACTORS) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.6. The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirements of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that BIDDER has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to BIDDER, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.7. The provisions of I-4.1 through 4.6, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work, etc.

5.1. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR unless indicated on the drawings. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda.

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or Engineer.

7. Bid Security.

7.1. Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of BIDDER'S maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on form attached, or issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

7.2. The Bid security of Successful BIDDER will be retained until such BIDDER has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, the amount of the BIDDER'S bid security shall become the property of the OWNER and will be retained, as damages to the OWNER. The award of the Contract may then, at the discretion of the OWNER, be made to the next lowest responsible BIDDER, or the Work may be rebid. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award (lowest 3 bidders) may be retained by OWNER until the earlier of the thirtieth day after the Effective Date of the Agreement or the sixtieth day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8. Contract Times.

8.1. The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in Paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

8.2. The project shall be considered completed and ready for final payment upon submission of all final documentation, change orders, and final pay requests by the Contractor. The date of final completion is noted in the Agreement.

9. Liquidated Damages.

9.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitute and "Or-Equal" Items.

10.1. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Supplementary Conditions.

11. SUBCONTRACTORS, Suppliers and Others.

11.1. If the Supplementary Conditions require the identity of certain SUBCONTRACTORS, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to OWNER a list of all such SUBCONTRACTORS, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such SUBCONTRACTOR, Supplier, person or organization if requested by OWNER. An OWNER or Engineer who after due investigation has reasonable objection to any proposed SUBCONTRACTOR, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful BIDDER to submit an acceptable substitute, in which case apparent Successful BIDDER shall submit an acceptable substitute, that BIDDER'S Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

11.2. No CONTRACTOR shall be required to employ any SUBCONTRACTOR, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

12. Bid Form.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).

12.2. All blanks on the Bid Form must be completed by printing in ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in ink below the signature.

12.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State CONTRACTOR license number, if any, must also be shown.

12.9. Not Applicable

12.10. BIDDERS shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form

12.11. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with the General Conditions.

12.12. The Bid price shall include such amounts as the BIDDER deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in GC-11.8.

13. Submission of Bids.

13.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13.2 BIDDER is furnished one separate unbound copy each of the Bid Form and the Bid Bond, if purchasing from Engineer. The Bidding Documents may be retained by the BIDDER. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

14. Modification and Withdrawal of Bids.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15. Opening of Bids.

15.1. Bids will be opened as identified in the Advertisement for Bids. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to BIDDERS after the opening of Bids.

16. Bids to Remain Subject to Acceptance.

16.1. All Bids will remain subject to acceptance for thirty-five days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16.2. If the amount of all Bids received by the OWNER in response to any invitation to Bid or solicitation of Bids exceeds allocated or budgeted funds of the OWNER available for the procurement, the OWNER may, in its discretion, elect to negotiate an adjustment of the Bid price with the responsible BIDDER in order to bring the amount Bid within the available funds of the OWNER.

17. Award of Contract.

17.1. OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful BIDDER. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17.2. In evaluating Bids, OWNER will consider the qualifications of BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. OWNER may consider the qualifications and experience of SUBCONTRACTORS, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of SUBCONTRACTORS, Suppliers and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed SUBCONTRACTORS, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

17.5. If the contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

17.6. If the contract is to be awarded, OWNER will give Successful BIDDER a Notice of Award within thirty-five days after the day of the Bid opening.

18. Contract Security.

18.1. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and payment Bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

19. Signing of Agreement.

19.1. When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. Prebid Conference.

20.1. A prebid conference is not scheduled for this project.

21. Sales and Use Taxes.

21.1. OWNER may be exempt from Nebraska State Sales and Use Taxes on certain materials and equipment to be incorporated in the Work. Said exempt taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15 for additional information.

22. Contracts to be Assigned.

22.1. No contracts will be assigned.

23. Fair Labor Standards.

23.1. The CONTRACTOR and the subcontractors shall maintain Fair Labor Standards in the performance of this Contract, as required by Nebraska Revised Statutes § 73-102 through 104 (Reissue 1990).

24. Utilities and Utility Service.

24.1. All existing utilities may not be shown on drawings. Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the CONTRACTOR. Locations shown for all existing utilities are approximate. CONTRACTOR is responsible for locating, identifying, and taking necessary precautions to protect all utilities, as required.

24.2. Where utility overhead or underground lines and services are encountered, the CONTRACTOR shall provide temporary rerouting of said services or provide bracing, anchoring, materials, labor, equipment and incidental as required at his sole cost. Notify applicable utility authority in writing a minimum of one week prior to anticipated associated work. The CONTRACTOR may negotiate securing services of said applicable utility authority to perform said work.

BID FORM

PROJECT IDENTIFICATION: **SEWARD WELLS SW3, S4 AND PIPING**

CONTRACT IDENTIFICATION AND NUMBER: **453-C1-001-21**

THIS BID IS SUBMITTED TO: **DEREK BARGMANN, CITY CLERK, CITY OF SEWARD, 534 MAIN STREET, SEWARD, NE 68434**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged: (List Addenda by Addendum Number and Date)

| Number | Date |
|--------|-------------|
| _____ | _____, 20__ |
| _____ | _____, 20__ |
| _____ | _____, 20__ |
| _____ | _____, 20__ |

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID SCHEDULE

NOTE: BID must include all applicable taxes and fees.

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------------------------|--|--------------------|------|------------|-------------|
| Well Construction | | | | | |
| 1. | Mobilization | 1 | L.S. | | |
| 2. | Construction of Gravel Pack Well, Test Pumping and Water Quality Test, complete in place | | | | |
| | a. Well SW3 | 1 | L.S. | | |
| | b. Well S4 | 1 | L.S. | | |
| 3. | Backfill and Grade Drillers Pit with On-site Soils to 90% Standard Density; Replace Topsoil | 2 | Each | | |
| SUBTOTAL PART A | | | | | |
| Well Completion | | | | | |
| 4. | Mobilization | 1 | L.S. | | |
| 5. | Furnish & Install Well Pumps, Well Motors, Column Piping, Pitless Unit, Discharge Head, Discharge Piping, water main and connections, Well Pedestal, Yard Piping, Fill Material, Seeding, Drain Line, Site Grading, Concrete Pads and Flat Work, Warning Signs, and all Related Site Work and appurtenances, complete in place | | | | |
| | a. Well SW3, Site and Well House foundation and floor | 1 | L.S. | | |
| | b. Well S4, Site and Pitless Unit | 1 | L.S. | | |
| 6. | Furnish & Install Fencing, Gates, and appurtenances as indicated on the Drawings and Specifications, compete in place | | | | |
| | a. Well SW3 | 1 | L.S. | | |
| | b. Well S4 | 1 | L.S. | | |
| 7. | Abandon Wells in accordance with NDHHS Title 178 Chapter 12 Regulations and Detailed Specifications and complete necessary abandonment forms | | | | |
| | a. Unknown/unregistered 4" Test Well South of SW3 | 1 | Each | | |
| | b. 6" Test Well 2021-1 South of SW3 | 1 | L.S. | | |
| | c. South Irrigation Well (G-058654) 135 feet deep owned by the City of Seward | 1 | L.S. | | |
| | d. 6" Test Well 2020-2 (G-191110) adjacent to S4 | 1 | L.S. | | |

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|------------------------|--|--------------------|------|------------|-------------|
| 8. | Furnish & Install all Electrical Conductors, Conduits, Enclosures, Coordination with other bid packages and Owner, etc. for Power Supply | | | | |
| | a. Well S4 | 1 | L.S. | | |
| | b. Well SW3 | 1 | L.S. | | |
| SUBTOTAL PART B | | | | | |

TOTAL OF LUMP SUM AND UNIT PRICE BID \$ _____

TOTAL BID FOR ALL UNIT PRICES _____

(in words) _____ (\$ _____) (in figures)

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

The final contract price for the BID SCHEDULE may be modified in the event that additions to or deletions from the work shown in the CONTRACT DOCUMENTS are made. The following unit prices shall be used in making additions to or deductions from the contract amount.

| ITEM | DESCRIPTION | UNIT | UNIT PRICE |
|------|---|------------|------------|
| A. | Add or deduct per lineal foot of Drilling Water Well depth including gravel pack, excluding casing screen and column pipe for increase or decrease in specified well depth. | V.F. | |
| B. | Add or deduct per lineal foot of well casing depth for increase or decrease in specified casing length. | L.F. | |
| C. | Add or deduct per lineal foot of stainless steel well screen for increase or decrease in specified screen length. | L.F. | |
| D. | Add or deduct per hour of test pumping for increase or decrease in specified time. | \$/Hour | |
| E. | Deduct per hour of well development for a decrease in specified time. | \$/Hour | |
| F. | Add or deduct per 10 foot increments or less of pump column and shaft for increase or decrease in specified pump setting depth. | \$/10 L.F. | |
| G. | Add or deduct per 10 foot increments or less for submersible column piping for increase or decrease in specified pump setting depth. | \$/10 L.F. | |

5. BIDDER agrees that the WORK will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of certified check, cashier's check or bid bond.

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

The ENGINEER'S following address:

Miller & Associates
Consulting Engineers, P.C.
1111 Central Avenue
Kearney, NE 68847
Telephone: 308/234-6456

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____, 20__ by the BIDDER indicated below.

If BIDDER is

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Telephone No.: _____

DUNS No: _____

E-mail address: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Telephone No.: _____

DUNS No: _____

E-mail address: _____

A Corporation

By _____
(Corporate Name)

(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

Title: _____

(Corporate Seal)

Attest: _____
(Secretary)

Business address: _____

Telephone No.: _____

DUNS No: _____

E-mail address: _____

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____
PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____
DATE (Not later than Bid Due Date): _____
PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or an extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

GENERAL CONDITIONS

This document has important legal consequences: consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

Prepared by
Engineers Joint Contract Documents Committee
and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1990 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12) (1990 Edition) may be used.

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GENERAL CONDITIONS

ARTICLE I—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.
- 1.2. *Agreement*—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3. *Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5. *Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6. *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7. *Bidding Requirements*—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
- 1.8. *Bonds*—Performance and Payment bonds and other instruments of security.
- 1.9. *Change Order*—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 1.10. *Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agree-

ment, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

- 1.11. *Contract Price*—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

- 1.12. *Contract Times*—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

- 1.13. *CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

- 1.14. *defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

- 1.15. *Drawings*—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

- 1.16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

- 1.17. *ENGINEER*—The person, firm or corporation named as such in the Agreement.

- 1.18. *ENGINEER's Consultant*—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

- 1.19. *Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.20. *General Requirements*—Sections of Division I of the Specifications.

1.21. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

1.24. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.28. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.29. *PCBs*—Polychlorinated biphenyls.

1.30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.31. *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.32. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.33. *Resident Project Representative*—The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.39. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

1.40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the

Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Work:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT,
AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifi-

cations and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1. a formal Written Amendment,

3.5.2. a Change Order (pursuant to paragraph 10.4), or

3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5),

3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any

of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL
CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. Subsurface and Physical Conditions:

4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2. *Limited Reliance by CONTRACTOR Authorized: Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:

4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3. *Physical Conditions—Underground Facilities:*

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on

information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations

without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable 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 (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

5.3. Licensed Sureties and Insurers; Certificates of Insurance:

5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance

companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR's Liability Insurance:

5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.9. include completed operations insurance;

5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

OWNER's Liability Insurance:

5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insur-

ance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR. Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR. Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7. OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.11. *Waiver of Rights:*

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

5.11.2.1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace:

5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was

required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization—Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and

CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. Substitutes and "Or-Equal" Items:

6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

6.7.1.1. *“Or-Equal”*: If in ENGINEER’s sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an “or-equal” item, in which case review and approval of the proposed item may, in ENGINEER’s sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. *Substitute Items*: If in ENGINEER’s sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an “or-equal” item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR’s achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3. *CONTRACTOR’s Expense*: All data to be provided by CONTRACTOR in support of any proposed “or-equal” or substitute item will be at CONTRACTOR’s expense.

6.7.2. *Substitute Construction Methods or Procedures*: If a specific means, method, technique, sequence or procedure of

construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER’s sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. *Engineer’s Evaluation*: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No “or-equal” or substitute will be ordered, installed or utilized without ENGINEER’s prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR’s expense a special performance guarantee or other surety with respect to any “or-equal” or substitute. ENGINEER will record time required by ENGINEER and ENGINEER’s Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER’s Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER’s or ENGINEER’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such

substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective Work*.

6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance

of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

Taxes:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of

the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other 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, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and

responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

6.22. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.24. Shop Drawings and Samples:

6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. Submittal Procedures:

6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.

6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.2. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.30. CONTRACTOR's General Warranty and Guarantee:

6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by ENGINEER;

6.30.2.3. recommendation of any progress or final payment by ENGINEER;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5. any acceptance by OWNER or any failure to do so;

6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

6.30.2.7. any inspection, test or approval by others; or

6.30.2.8. any correction of *defective* Work by OWNER.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable 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 (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, 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 caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, 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, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with

the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 7—OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.9. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or

observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, or

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

9.9. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant

to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.13. Limitations on ENGINEER's Authority and Responsibilities:

9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will

be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the

cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or

11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

11.6.2.6. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.9. Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result

of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12—CHANGE OF CONTRACT TIMES

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii)

delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

ARTICLE 13—TESTS AND INSPECTIONS:
CORRECTION, REMOVAL OR
ACCEPTANCE OF *DEFECTIVE* WORK

13.1. *Notice of Defects:* Prompt notice of all *defective* Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or

approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. Correction Period:

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall

pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and

will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1. the Work has progressed to the point indicated,

14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5. claims have been made against OWNER on account of CONTRACTORs performance or furnishing of the Work,

14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform

ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all

particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to

CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15. The making and acceptance of final payment will constitute:

14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND
TERMINATION

OWNER May Suspend Work:

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6):

15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction:

15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents:

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses:

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4. for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

ARTICLE 16—DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17—MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or

act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

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**SUPPLEMENTARY
CONDITIONS**

SUPPLEMENTARY CONDITIONS

GENERAL These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) have the meanings assigned to them in the General Conditions.

SC-1.27 Add the following language at the end of the paragraph "OWNER" in Article 1 Definitions of the General Conditions: "Whenever the word "OWNER" is used in the Contract Documents, it shall be understood to be the City of Seward, Nebraska."

SC-1.46 Add the following definitions to Article 1- DEFINITIONS: " "Shall" In the interest of conciseness, some sentences, statements, and clauses used in the Specification exclude any form of the verb "shall" normally expressed in a verb phrase as "furnish," "install," "provide," "perform," "construct," "erect," "comply," "apply," "submit," or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The CONTRACTOR shall" and the requirements described therein shall be interpreted as mandatory elements of the Agreement."

SC-2.1 Add the following to Article 2- DELIVERY OF BONDS: "The CONTRACTOR shall deliver documents requested by OWNER'S attorney, when requested, for OWNER'S review and completion of the Certificate of Owner's Attorney, as included in the contract documents, certifying to the execution of the agreements and that said CONTRACTOR representatives have full power and authority to execute said agreements on behalf of the CONTRACTOR."

SC-2.2 Amend the first sentence of paragraph 2.2 of the General Conditions to read as follows: "OWNER shall furnish to CONTRACTOR up to three copies" and as so amended paragraph 2.2 remains in effect.

SC-3.2 Add the following language at the end of paragraph 3.2. of the General Conditions: "All items necessary or incidental to completely construct or erect the Work shall be furnished, whether called for in the Specifications and not shown on the Drawings, or anything shown or mentioned on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

Information or Instructions to Bidders and Special or Supplementary General Conditions shall take priority over General Conditions. In case of disagreement between the Drawings and Specifications, or within either document itself, the better quality or greater quantity of Work resulting in a greater cost shall be estimated and included in the bid and Contract Price."

SC-4.1 Add the new paragraphs immediately after paragraph 4.1. of the General Conditions which is to read as follows: "If it is necessary or desirable that the CONTRACTOR use or occupy land outside of the OWNER's right-of-ways, the CONTRACTOR shall obtain at his own expense and without liability to others written consent from or execute a written agreement with the OWNER and tenant of such land permitting such occupation.

The CONTRACTOR shall be responsible for all damage to crops, pavement, sidewalks and other property outside the boundaries of the right-of-ways and shall make satisfactory settlement for such damage directly with the property owner and tenant involved, as their interests in such damage may require.

SC-4.3.1.1 Add the following language at the end of paragraph 4.3.1.1. of the General Conditions: "Information on the existing Underground Facilities owned by the OWNER were provided by the OWNER. The OWNER accepts the responsibility for the completeness of such data or information shown for his self owned Underground Facilities."

SC-4.4 Add the following new paragraph immediately after paragraph 4.4 of the General Conditions: "The CONTRACTOR shall be responsible for laying out the work from the established reference points. The OWNER will pay the ENGINEER for staking. The CONTRACTOR will be responsible for verifying construction staking prior to construction. The CONTRACTOR will not be allowed extensions of time or damages because of delays caused by insufficient line and grade unless the ENGINEER has been notified 3 working days in advance. Relocation or restoration of stakes shall be performed at the CONTRACTOR'S EXPENSE. The ENGINEER can provide digital data at the awarded CONTRACTOR's request, and upon execution of appropriate data-use agreement. Data will not be available during the bidding process unless previously authorized by the OWNER."

SC-5.4 The limits of liability for the insurance required by Paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.4.1 and 5.4.2 Workers' Compensation, etc. under Paragraphs 5.4.1 and 5.4.2 of the General Conditions:

| | | |
|-----|--|-----------|
| (1) | State: Nebraska | Statutory |
| (2) | Applicable Federal (e.g. Longshoreman) | Statutory |
| (3) | Employer's Liability: \$100,000 each accident/\$500,000 aggregate policy limit for disease/\$100,000 each disease. | |

SC-5.4.3, 5.4.4 and 5.4.5 COMMERCIAL GENERAL LIABILITY INSURANCE under paragraphs 5.4.3 through 5.4.5 of the General Conditions which shall also include completed operations and property liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

| | | |
|-----|---|---|
| (1) | \$2,000,000 | General Aggregate [Except Products - Completed Operations] |
| (2) | \$2,000,000 | General Aggregate [Products - Completed Operations] |
| (3) | \$1,000,000 | [Personal & Advertising Injury] |
| (4) | \$1,000,000 | Each Occurrence [Bodily Injury & Property Damage] |
| (5) | Property Damage Liability Insurance will Provide Explosion, Collapse, and Underground Coverage where applicable | |

SC-5.4.6 Automobile Liability: OWNED, NON-OWNED AND HIRED AUTOMOBILES

| | | |
|-----|--|--|
| (1) | Liability: \$1,000,000 \$1,000,000 | Combined Single Limit Each Accident |
|-----|--|--|

SC-5-4.7 Umbrella Liability:

| | | |
|-----|--|--------------------------------------|
| (1) | Excess Liability \$2,000,000 \$2,000,000 | General Aggregate Each Occurrence |
|-----|--|--------------------------------------|

SC-5.4.8 City of Seward and Miller & Associates, Consulting Engineers, P.C. shall be listed as an additional insured for all coverage required under SC-5.4.3 through SC-5.4.6 and all other insurance requirements required for these Contract Documents, for the entire duration of the contract period.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Seward
534 Main Street
Seward, NE 68434

SC-5.4.10 The Contractual Liability required by Paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

| | | |
|-----|----------------------------|---|
| (1) | \$1,000,000 \$1,000,000 | General Aggregate Each Occurrence [Bodily Injury & Property Damage] |
|-----|----------------------------|---|

SC-5.6 Delete Paragraph 5.6 in its entirety and insert the following in its place:

"A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

- a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. in addition to the individuals and entities specified, include as additional insureds, the following:
 - 1) The City of Seward and Miller & Associates, Consulting Engineers, P.C.,
- c. be written on a Builder's Risk "all-risk" / Installation Floater, or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit;
- d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- e. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
- f. allow for partial utilization of the Work by Owner;
- g. include testing and startup; and

- h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
 2. Contractor shall be responsible for any deductible or self-insured retention.
 3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.6 shall comply with the requirements of paragraph 5.8 of the General Conditions."

SC-6.2.1 Add a new paragraph immediately after 6.2 of the General Conditions: "The CONTRACTOR warrants and represents that he/she/it has policies in place governing the actions of the CONTRACTOR and any employees or agents or the CONTRACTOR regarding sexual harassment. The CONTRACTOR agrees to defend, indemnify and hold harmless the OWNER for actions of the CONTRACTOR or CONTRACTOR'S employees or agents in the execution of this agreement with the OWNER and its officers, employees and agents. The CONTRACTOR also understands and agrees that any violation of this provision will constitute sufficient cause to terminate the agreement."

SC-6.9.3 Add a new paragraph immediately after paragraph 6.9.2 of the General Conditions: "6.9.3. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR'S Application for Payment on account of the particular Subcontractor's Supplier's, other person's or other organizations work."

SC-6.14.2 Add a new paragraph immediately after paragraph 6.14.2 of the General Conditions: "The CONTRACTOR shall give all notices and comply with all Laws and Regulations referenced and bound with the Contract Documents."

SC-6.15 Add the following language at the end of paragraph 6.15 of the General Conditions: "Taxes shall be included in the BID for non-exempt materials and equipment. The OWNER will appoint the CONTRACTOR to be its agent to purchase materials and equipment which are determined to be exempt from tax as outlined by the Nebraska Department of Revenue. The CONTRACTOR is responsible for calculating the labor and material sales tax correctly, as required by the Nebraska Department of Revenue. CONTRACTOR is also responsible for reporting the appropriate information to the Nebraska Department of Revenue."

SC-6.19 Add the following new paragraphs at the end of paragraph 6.19. of the General Conditions: "CONTRACTOR shall also measure exact location of all existing buried utilities encountered during construction and any below grade structures, including all water service, sewer services, gas services, telephone power lines, etc. Reference each item to a minimum of three (3) permanent reference points such as property corners, buildings, trees, fire hydrants, street curbs, and other fixed structures. In addition to reference points, provide station location, depth of bury and additional pertinent information which will be required for locating items in the future."

The OWNER has the right to retain up to 5% of the Contract Amount until proper Record Documents are submitted to the ENGINEER for OWNER."

SC-6.20 Add the following language to paragraph 6.20.3 of the General Conditions: "Other property at the site or adjacent thereto shall include, but not be limited to the following:

- (1) Gravel surfaced drives and roads
- (2) Signs, fences, gates, mailboxes, drainage culverts and headwalls

- (3) Overhead and underground telephone and power lines
- (4) Topsoil, seeding and sodding
- (5) Gas lines and services
- (6) Sewer and water lines and services
- (7) Lawn sprinkler systems

SC-6.20A Add the following: "All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes."

SC-6.20B Add the following: "LB 403 Contract Provisions - NEW EMPLOYEE WORK ELIGIBILITY STATUS: The CONTRACTOR is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The CONTRACTOR hereby agrees to contractually require any Sub-contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The Contractor hereby attests to the truth of the following certifications, and agrees as follows:

Nebraska Revised Statute Section 4-114. Contractor certifies compliance with the provisions of Section 4-114 and, hereby certifies that this Contractor shall register with and use a federal immigration verification system to determine the work eligibility of new employees physically performing services within the State of Nebraska. Contractor agrees to require all Sub-contractors by contractual agreement to require the same registration and verification process.

If the CONTRACTOR is an individual or sole proprietorship, the following applies:

1. The CONTRACTOR must complete the United States Citizenship Attestation Form and provide to the OWNER. The form is available on the Nebraska Department of Labor website at www.dol.nebraska.gov.
2. If the CONTRACTOR indicates on such attestation form that he or she is a qualified alien, the CONTRACTOR agrees to provide the US Citizenship and Immigration Services documentation required to verify the CONTRACTOR's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The CONTRACTOR understands and agrees that lawful presence in the United States is required and the CONTRACTOR may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108."

SC-7.5 Add the following language to paragraph 7.5 of the General Conditions: "Should CONTRACTOR cause damage to the work or property of any separate CONTRACTOR at the site, or should any claim arising out of CONTRACTOR'S performance of the Work at the site be made by any separate CONTRACTOR against CONTRACTOR, OWNER, ENGINEER, ENGINEER'S Consultants, the Construction Coordinator or any other person. CONTRACTOR shall promptly attempt to settle with such other CONTRACTOR by agreement, or to otherwise resolve the dispute by arbitration or at law, CONTRACTOR shall to the fullest extent, permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER'S Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate CONTRACTOR against OWNER, ENGINEER, ENGINEER'S Consultants or the Construction Coordinator to the extent based on

a claim arising out of CONTRACTOR'S performance of the Work. Should a separate CONTRACTOR cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate CONTRACTOR at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER'S Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER'S Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate CONTRACTOR and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR'S exclusive remedy with respect to OWNER, ENGINEER, ENGINEER'S Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate CONTRACTOR. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER'S Consultant or Construction Coordinator for activities that are their respective responsibilities.

SC-9.10 Delete Paragraph 9.10 of the General Conditions in its entirety and insert the following in its place: "ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions)."

SC-11.9.3 Paragraph 11.9.3. of the General Conditions is hereby deleted in its entirety and the following is substituted in its place: "The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.9.3.1 if the total cost of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2 if there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3 if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles it to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed."

SC-13.12.1 In the first sentence of paragraph 13.12.1 of the General Conditions delete "Substantial completion" and replace with "final payment under the Agreement".

SC-14.2 Add new paragraphs immediately after paragraph 14.2. of the General Conditions which is to read as follows: "Payment for materials and equipment stored will be subject to the following limitations:

- 1) Amount of the bill of sale or invoice for the item
- 2) The unit price bid for the material or equipment item(s), if the unit price on the bill or sale or invoice exceeds the unit price bid
- 3) The quantity bid in the unit price bid schedule, if the quantity on the bill of sale or invoice exceeds the quantity bid.

The CONTRACTOR may request in writing to the OWNER, after fifty (50) percent of the work has been completed, to reduce retainage to five (5) percent on the current and remaining progress payments. The OWNER at his sole discretion may reduce the retainage. When the Work is substantially complete, the retainage may be reduced upon request to the OWNER. Again, the OWNER at his sole discretion may reduce the retainage.

SC-16 Article 16 of the General Conditions is hereby deleted in its entirety.

SPECIAL CONDITIONS

PART 1- GENERAL

1.01 PROJECT SIGNS

- A. CONTRACTOR may furnish and install one of CONTRACTOR'S standard signs approved by OWNER, if desired by the CONTRACTOR.

1.02 SITE MAINTENANCE

- A. Keep site clean of debris, rubble and paper. Store and stockpile materials in an orderly manner and protect against damage
- B. The CONTRACTOR shall keep a sufficient clearance around fire hydrants to permit their full and effective use in case of fire. The CONTRACTOR shall keep natural drainage and watercourses unobstructed or provide other equal courses effectively placed.
- C. All streets and driveways must be provided with full vehicular access throughout construction except during trenching, pipe installation and backfilling. Upon completion of backfilling at all driveway crossings, install gravel surfacing and maintain in good condition. Unless otherwise noted, driveway crossings may be open cut and taken out of service temporarily, but must be backfilled and gravel surfacing installed at the completion of each days work to ensure full vehicular access.

1.03 ORDER OF CONSTRUCTION

- A. The order of construction is at the option of the CONTRACTOR(s). Any street closures must be coordinated with the OWNER and the CONTRACTOR is responsible to publish in the local newspaper any proposed street closures.
- B. At no time shall the CONTRACTOR or his employees modify operation of the existing storm sewer, wastewater or water systems or start construction modifications without approval of the OWNER except in emergency to prevent or minimize damage.
- C. Construction operations will be scheduled to allow the OWNER'S Water Supply to remain in service throughout the project. Connection with existing line shall be made at a time and under conditions which will least interfere with service to the effected customers.
- D. The CONTRACTOR shall select the order of work and establish the schedule for construction, subject to review of the OWNER and ENGINEER.
- E. Construction operations, except sawing and cutting, shall be limited to daylight hours, unless approved otherwise in writing by the Engineer.
- F. Placement of well in service shall not be completed until approval from the Nebraska Department of Environment & Energy has been issued.

1.04 PROJECT MEETINGS

- A. The ENGINEER shall conduct construction meetings, if necessary, between:

1. CONTRACTOR'S Project Manager.
 2. CONTRACTOR'S Project Superintendent.
 3. OWNER'S designated Representative(s) and Project ENGINEER'S designated Representative(s).
- B. Meetings will be conducted at the City Office.
- C. The ENGINEER shall take meeting minutes, review minutes with participants at meetings, and submit copies of meeting minutes to participants.
- D. The ENGINEER shall schedule meetings for most convenient time frame.
- E. The CONTRACTOR shall have present progress available on "Record" drawings, as required by General Conditions, Paragraph 6.19.

1.05 START-UP AND DEMONSTRATION

- A. In order to establish a basis of understanding for system description for this project, the CONTRACTOR shall observe the following:
- (1) Definition. Arrangement of items of equipment, components, piping, wiring, materials, or incidentals so related or connected to form a functional and operational unit.
 - (2) Project Classified Systems. For this project, system classification shall include but not necessarily be limited to the following:
 - Well S4
 - Well SW3
- B. Pre-Startup Period. Prior to startup, the CONTRACTOR shall observe the following procedures by sequence.
- (1) Ensure by checklist submitted to OWNER that all required written statements from manufacturers by individual sections of specifications are received and comply to Contract Documents.
 - (2) Ensure work is complete before startup of any unit or system. Certify to OWNER that specifically required service or respective equipment manufacturer's requirements as outlined in individual sections of specifications have been performed in accordance with the Contract Documents.
 - (3) Ensure systems are tested hydraulically, mechanically, and electrically. Ensure systems, which require calibration, commissioning, and balancing, are fully certified as complete in performance in accordance with Contract Documents. Ensure required tagging, identification, and stenciling is complete.
 - (4) Schedule startup a minimum of 5 days prior with written notice issued to but not necessarily limited to: OWNER, ENGINEER, SUBCONTRACTORS, and applicable Control Agencies.
- C. Startup and Demonstration Period. The CONTRACTOR shall:

- (1) Startup, operate and demonstrate specified performance of each item of equipment and each system on basis of either:

One hundred twenty (120) consecutive hours of full operation without interruption of equipment or system or need of adjustment or repair.

- (2) During startup with equipment in operation, provide knowledgeable personnel to instruct OWNER'S designated personnel on Operation and Maintenance of each system. This service shall be in addition to services provided by individual manufacturer's authorized representative(s) prescribed by individual sections of specifications. Instructions during this startup period shall be overview in nature and not simply repeat previous Operation and Maintenance instructions. Provide a minimum of 8 hours of Operation and Maintenance instructions on each system of operating equipment with a minimum of 24 hours total for entire project.

D. Post Startup and Demonstration Period.

After successful completion of the startup and demonstration period, the OWNER will furnish all operation labor, operational and cleanup labor, utilities, chemicals, expendables and cost of normal wear for the equipment or system or direct shutdown and protection of the system until total project acceptance.

The CONTRACTOR shall provide lubricants, lubrication and maintenance labor, without additional cost to the OWNER, until total project is completed and accepted by the OWNER.

1.06 TESTING

- A. Except as set out in other sections of Contract Documents, payment for soil, concrete and other testing is as follows:

1. SOILS TESTING. The OWNER will pay for "passing" field soil tests on project. Costs of corrective actions, "failing" soils tests and standard proctor or relative density curves are sole responsibility of the CONTRACTOR.
2. CONCRETE TESTING. The CONTRACTOR shall perform required concrete testing and pay for costs associated with securing samples, storing, handling, performing tests.
3. OTHER TESTING. Unless specifically stated otherwise in individual sections of specifications or drawings, required testing, testing procedures, reports, certificates, and costs associated with all phases of securing required satisfactory test are the full responsibility of the CONTRACTOR.

1.07 DATA AND MEASUREMENT

- A. The data given herein and shown on the drawings are as accurate as could be obtained, their accuracy is not guaranteed. The CONTRACTOR must verify all levels, locations, measurements, and dimensions on the job site and adapt his work into the exact construction. Scale measurements taken from prints are not considered for more than reference, the larger scale drawings take precedence over the smaller scale, and shop drawings take precedence over all others.

**CONTRACT
DOCUMENTS**

NOTICE OF AWARD

Dated _____, 20____

TO: _____

ADDRESS: _____

OWNER'S CONTRACT NO. 453-C1-001-21

CONTRACT FOR SEWARD WELLS SW3, S4 AND PIPING

You are notified that your Bid dated _____, 20____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for (Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$ _____).

Five (5) copies of each of the proposed Agreement accompany this Notice of Award. Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20____.

1. You must deliver to the OWNER a minimum of five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF SEWARD
(OWNER)

BY _____

ACCEPTANCE OF AWARD

(CONTRACTOR)

BY _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____ by and between _____ (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **SEWARD WELLS SW3, S4 AND PIPING**

Article 2. ENGINEER.

The Project has been designed by Miller & Associates, Consulting Engineers, P.C. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work for Well SW3 will be substantially completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before May 31, 2023. The Work for Well S4 will be substantially completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before September 30, 2022.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1000 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1000 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds according to CONTRACTOR'S BID as attached.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the first day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90% of work completed and 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a maximum rate of allowed by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages A-1 to A-____, inclusive).
- 8.2. Exhibits to this Agreement (Certificate of Insurance).
- 8.3. Performance, Payment and other Bonds
- 8.4. Notice of Award.
- 8.5. General Conditions (pages 1 to 42, inclusive).

- 8.6. Supplementary and Special Conditions (pages SC-1 to SC-___, and SPC-1 to SPC-___, inclusive).
- 8.7. Advertisement or Invitation to Bid
- 8.8. Instruction to Bidders
- 8.9. Specifications bearing the title **SEWARD WELLS SW3, S4 AND PIPING** and consisting of ___ divisions and ___ pages, as listed in table of contents thereof.
- 8.10. Drawings, consisting of a cover sheet and sheets numbered ___ through ___ , inclusive with the following general title: **SEWARD WELLS SW3, S4 AND PIPING**
- 8.11. Addenda numbers ___ to ___ , inclusive.
- 8.12. CONTRACTOR's Bid (pages B-1 to B-___, inclusive) as attached
- 8.13. Documentation submitted by CONTRACTOR prior to Notice of Award (pages___to,___inclusive).
- 8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 8.15. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. The CONTRACTOR shall comply with and continue to comply with Fair Labor Standards in the pursuit of his business and in the execution of this Agreement. CONTRACTOR will comply with Executive Order 11246, as Amended.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR _____

By _____

By _____

[SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to

commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The Agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CITY OF SEWARD
534 MAIN STREET
SEWARD, NE 68434**

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): **SEWARD WELLS SW3, S4 AND PIPING**

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

1. The Contractor and the surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor

furnishing and the Owner accepting this bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. **DEFINITIONS**
 - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorizing and acting legal representative of the City of Seward, do hereby certify as follows:

I have examined the attached contract, certificates of insurance, and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof and the certificate of insurance and surety bonds are in compliance with the attached contract.

Owner's Attorney Signature

Date

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____

ADDRESS _____

OWNER'S CONTRACT NO. 453-C1-001-21

CONTRACT FOR SEWARD WELLS SW3, S4 AND PIPING

You are notified that the Contract Times under the above contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are _____, 20__ and _____, 20__.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insured parties) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

**CITY OF SEWARD
(OWNER)**

ACCEPTANCE OF NOTICE

(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

DATE: _____

SPECIFICATIONS

WATER MAIN, VALVES, HYDRANTS AND APPURTENANCES

3.00 SCOPE - This specification is intended to define and/or limit the required quality standards of the materials furnished and the workmanship performed in connection with the herein specified items of piping, fittings, valves and hydrants with all the required accessories and/or appurtenances, including in part; all labor, tools, materials and equipment for the complete work of this project which are in accordance with this specification and the applicable drawings.

3.10 GENERAL - The Contractor shall remove paving, as may be required, excavate the trenches and pits to the required dimensions; excavate the bell holes; construct and maintain all bridges for traffic control; sheet, brace and support the adjoining ground or structures where necessary; handle all drainage or groundwater; provide barricades guards and warning lights; lay and test the pipe, castings, fittings, valves, hydrants and accessories; backfill and consolidate the trenches and pits; restore the roadway surface unless otherwise stipulated; supply required or remove surplus excavated material; and clean the site of the work. The latest revisions of the standards referred to herein existing at the time of the bid opening shall prevail.

Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work. The Drawings show sizes and general arrangements of all pipes and appurtenances. Responsibility for handling and/or cutting exact lengths of the various sizes of pipe for proper make-up rests with the Contractor.

The work shall comply with the current requirements of the American Water Works Association (AWWA) at the time of the Bid opening. Water distribution system installation must comply with State of Nebraska Department of Health and Human Services Standards. All chemicals utilized for water main construction shall be NSF 60 approved, and all pipes, fittings, valves, coatings, lubricants, adhesives, and other appurtenances and materials in contact with raw, partially treated or treated potable water must be NSF 61 approved.

3.20 MATERIALS

3.21 WATER MAIN MATERIAL

3.21a POLYVINYL CHLORIDE (PVC) PLASTIC PIPE - The pipe shall meet the requirements of AWWA Standard Specification C-900, with a dimension ratio of 18. The pipe shall be joined by means of a rubber gasket-integral bell joint. Gaskets will conform to the requirements of ASTM F-477. Joints for plastic pressure pipes shall conform to ASTM D-3139 using flexible elastomeric seals. All pipe shall have a gasket bell section at least as strong as the pipe wall. The outside pipe diameters shall be cast iron pipe equivalent. Pipe lengths shall be nominal 20 ft. (6.10 m) with no more than 15% of footage supplied by the manufacturer in random lengths of not less than 10 feet (3.05 m) long. If pipe is to be stored for periods longer than 90 days, the pipe must be covered in a manner approved by the Engineer.

3.21b DUCTILE IRON PIPE - All mechanical joint, push-on, or restrained ductile iron pipe (D.I.P.) shall be thickness Class 50 for 16 inch diameter and smaller and pressure Class 350 for pipe larger than 16 inch diameter, meeting AWWA Standard Specifications C-150 and C-151. All ductile iron pipes shall have a standard thickness interior cement lining conforming to the requirements of AWWA Standard Specification C-104 and an exterior coating of bituminous material approximately one mil thick except for exposed pipe scheduled to be painted.

All joints shall be either push-on type with single vulcanized rubber gaskets or mechanical (gland type), unless otherwise specified, meeting AWWA Standard Specification C-111. Vulcanized rubber gaskets

shall be visually free of defects and areas of foreign materials. When indicated, flanged joints shall be thickness Class 53 cement lined and shall conform to AWWA Standard Specification C-115. Gaskets shall be 1/8 inch thick.

When specified or indicated on the Drawings, Polyethylene Encasement for gray and ductile cast iron piping shall be furnished and installed according to AWWA C105, Methods A or B. Repair all rips, punctures or other damage to the polyethylene with adhesive tape or short length of polyethylene tube cut open wrapped around the pipe and secured in place. All fittings and valves shall also be covered and wrapped in accordance with manufacturer's instructions.

3.22 WATER MAIN LOCATING WIRE – The Contractor shall install 12 gauge coated tracer wire attached to the PVC water main during installation. Ductile iron water main does not require tracer wire. Tracer wire shall be installed through all bores. No separate payment will be made for the installation of the wire but shall be considered incidental to the water main installation. The tracer wire shall be copper wire or copper clad steel wire with a minimum of 30 mil polyethylene coated jacket, which shall be laid on top of and along entire length of all new pipes and shall be extended to the surface at all valve locations and fire hydrants. Tracer wire shall be Copperhead CCS high strength or pro-trace HD-CCS PE45. For termination, tracer wire shall extend into a SnakePit tracer wire access box or approved equal. Designed for tracer wire termination with surface connectors with a magnetic top blue in color. The top shall have cast thereon the word "water". The box shall extend a minimum of 15" below the ground surface. The lite duty box is to be used when located in a no traffic area. The roadway box and concrete/driveway box shall be used when located in hard surface areas. Fasten the wire to the top of the pipe so as not to be displaced by backfilling procedure (one method of accomplishing this is to affix the wire to the top of the pipe with duct tape at approximately 10 feet intervals). Connections to new wire spools or splices shall be made with a direct bury lug or silicon filled twist connectors. Tracer wires shall be tested to verify if water main can be located. All wires failing to provide location shall be repaired or replaced at the Contractor's expense. This item is incidental to water main installation unit bid price

3.24 FULL BODY FITTINGS - Fittings shall be mechanical joint Class 150 minimum conforming to AWWA Standard Specifications C-104, C-111 and C-110. Fittings shall be formed from gray iron or ductile iron. Caps, plugs and miscellaneous fittings shall be provided conforming to AWWA Standard Specification C-110. Bolts and nuts shall be carbon and alloy steel conforming to ASTM A194.

Provide polyethylene encasement on all water main fittings and valves in full compliance with AWWA C-105.

3.24a COMPACT FITTINGS - Fittings shall be mechanical joint conforming to AWWA Standard Specification C-153, C-104 and C-111. Fittings shall be formed from ductile iron and rated for 350 psi working pressure. Caps, plugs and miscellaneous fitting shall be provided conforming to AWWA Standard Specification C-110. Bolts and nuts shall be carbon and alloy steel conforming to ASTM A194.

Provide polyethylene encasement on all water main fittings and valves in full compliance with AWWA C-105.

3.26 VALVES - Valves shall be furnished as follows:

- (1) Valves 12 in. diameter and smaller to be gate valves
- (2) Valves 14 in. diameter and larger to be butterfly valves
- (3) End connections as shown or Drawings which are compatible with connection joint
- (4) Shop drawing indicating valve pressure, flange rating valve body material valve trim, operator, internal lining material, dimensions, class, flow coefficients, etc.
- (5) Handwheels for all exposed piping, valves with arrow and "OPEN" work casting impression.

Valves shall be installed according to manufacturer's directions. Valves shall be supported in such a way to minimize bending of the end connections. Operating wrench shall be able to free operating valve.

The number of turns to open shall be approximately 3 turns per inch. This will allow the Owner to estimate the valve size in the future in accordance with standard procedures.

3.26a GATE VALVES - Valves shall be resilient seat valves and shall comply with the requirements of the AWWA Standard Specification C-509 or C-515.

Valves shall have ends to fit the pipe for which they are to be used. An adjustable valve box of sufficient length for the depth of trench shall be furnished complete. All gate valves shall have a clear waterway of the full diameter of the valve and shall be opened by turning to the left. The operating nut shall have cast thereon an arrow indicating the direction of the opening. The minimum design working pressure for the valve shall be 200 psig for 3- through 12-inch sizes and 150 psig for 16- through 30-inch sizes. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the working pressure. Unless otherwise specified, valves shall be resilient seat non-rising stem. Valves shall have "O" Ring packing and a 2 inch (5.1 cm) operating nut. Valve disc and entire inside of valve body shall be coated with two part thermosetting epoxy coating, complying to AWWA C550. Acceptable manufacturers are Mueller, American, Clow, and Kennedy.

3.26b VALVE BOXES - Valve boxes shall be constructed of cast iron or metal with a 3/16 inch (0.05 cm) minimum thickness at any point. The cover shall have cast thereon the word "water". Two piece, Buffalo Type valve boxes shall be equivalent to Mueller screw type H-10360. Screw valve boxes shall be Type size 666-S or approved equal provided with extensions to grade.

If operating nut is greater than 6.5 feet to surface, Contractor shall provide extension to get within 5' of valve box lid.

Valve boxes shall be centered on valve nut using a rubber valve box adapter to center the valve box on valve nut equivalent to Larson V-guard or Adaptor, Inc. Adaptor II.

All valve boxes shall be furnished with 4" thick mud plugs and flexible polypropylene handle tested at 350 lb. force with hard hat plug manufactured by Infact or approved equal.

3.27 TAPPING TEES, CROSSES AND VALVES - Tapping tees and/or crosses equal to Ford FTSC, Smith-Blair 622, Mueller H-615 or Clow F-5205, F-5217 shall be furnished and installed as required by the Drawings. Valves shall be equal to Clow F-6114. Valve boxes shall be as previously specified.

3.28 COUPLINGS - Compression Sleeve Coupling. Furnish and install flexible compression-sleeve type coupling. Incorporate units conforming to following criteria.

- (1) Use compression sleeve couplings equal to Ford Style FC 1-ESH, Dresser Style 38, or Romac Macro.
- (2) Provide sleeves constructed of carbon steel having a minimum yield of 30,000 psi. Ensure ends are smooth inside tapered for uniform gasket seating.
- (3) Provide followers made of malleable iron ASTM A47 Grade 35018 or 32510 or Ductile Iron ASTM A536.
- (4) Provide gaskets of special compounded natural or GRS rubber with no reclaimed materials and with good resistance ratings for service intended.
- (5) Install stainless steel nuts and bolts.
- (6) Finish cast parts with epoxy coating finish coating.

Install coupling to allow space of not less than 1/4 inch but not more than 1 inch.

3.29a CORPORATION STOPS - Corporation stops shall comply with AWWA Standard Specification C-800 and shall meet low lead requirements. Corporation stops shall have AWWA taper or Mueller thread on the inlet end, with copper service couplings for connections to the service lines. The corporation stops shall be rated to 300 psi and shall be a ball type corporation stop Ford FB1001 for IPS and FB1000 for CTS or equal, and eighth bends shall be Mueller H-15010N 110 compression connection, or approved equal. All connections to the main shall be electrically insulated by means of approved insulating fitting if specified. Teflon tape shall be used on corporation stop threads when installed.

3.29b TAPPING SADDLES - Tapping saddles shall be brass saddles with threads compatible with corporation stops. Saddles for C900 PVC shall be Ford S90, Mueller H13000 Series, Mueller BR2S with controlled OD band. For ductile iron pipe saddles shall be Mueller BR2B, BR2S, or Ford 202B. All saddles shall have a maximum working pressure rating of 200 psi and shall be used on all pipe.

3.30 CONSTRUCTION METHODS - The installation of the water main shall conform to the piping manufacturer's recommendations and according to the latest revisions of the AWWA C600 for Ductile and C605 for PVC. Pipeline shall be constructed in a trench which allows 6 foot (1.83 m) minimum cover or as indicated on the Drawings, between the top of the pipe and finished grade. At ditch crossings there shall be 5 foot (1.53 m) of cover at the flow line of the ditch. The size of pipe to be installed shall be indicated on the Drawings.

Pipe, fittings, valves and accessories shall be handled in such a manner to ensure installation of materials in a sound and undamaged condition, and will conform in all respects to specified requirements. Particular care shall be taken not to damage the pipe coating and lining of cast iron and ductile iron pipe.

Equipment, tools and methods used in unloading, reloading, hauling and laying pipe and fittings shall be such that no damage is done thereto or to lining therein. Hooks used for insertion in ends of pipe shall have broad, well padded contact surfaces and shall be of such design and length that they will provide uniform support for a distance back from the end of the pipe of not less than one-third of the internal pipe diameter.

Cement lining in pipe or fittings which is broken or loosened in unloading or subsequent handling shall be sufficient cause for rejection of the pipe or fittings containing such damaged and loosened lining. Although defective linings may be repaired by and at the expense of the Contractor who may employ the pipe manufacturer to make such repairs, all repairs shall be made under the direct supervision of a representative of the pipe manufacturer.

All pipe or coating which is damaged shall be removed from the site at the Contractor's expense.

3.31 EXCAVATION, TRENCHING, BEDDING AND BACKFILLING - Excavation, trenching, bedding and backfilling shall conform to Section 6 of this specification.

3.32 WATER MAIN INSTALLATION

3.32a LOWERING OF WATER MAIN MATERIAL INTO TRENCH - Proper implements, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe, fittings, valves and hydrants shall be carefully lowered into the trench piece- by-piece by means of a derrick, ropes or other suitable tools or equipment, in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.

If damage occurs to any pipe, fittings, valves, hydrants or water main accessories in handling, the damage shall be immediately brought to the attention of the Engineer. The Engineer shall prescribe corrective repairs or rejection of damaged items.

3.32b INSPECTION BEFORE INSTALLATION - All pipe and fittings shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation into final position. Spigot ends shall be examined as this area is most vulnerable to damage from handling. Defective pipe or fittings shall be laid aside for inspection by the Engineer, who will prescribe corrective repairs or rejection.

3.32c CLEANING OF PIPE AND FITTINGS - All lumps, blisters and excess coating shall be removed from the bell and spigot end of each pipe, and the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean, dry, and free from oil and grease before the pipe is laid. Dirt and any other foreign material must be removed from barrel of pipe before laying.

3.32d PLACEMENT OF PIPE - Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. The Engineer shall require a heavy, tightly woven canvas bag of suitable size to be placed over each end of the pipe section if placement is hampered by the entrance of soil into the pipe barrel. Canvas bags shall be removed at the time of connection to adjacent pipe. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe.

Pipe lines or runs intended to be straight shall be so laid. Deflections from a straight line or grade, made necessary by vertical curves or horizontal curves or offsets, shall not exceed the amount of deflection recommended by the pipe manufacturer. If an obstruction is encountered, the water main shall be lowered with fitting, if the grade change is in excess of 2 vertical feet. Such work shall be paid for at the unit price of fitting. A grade change of less than 2 vertical feet shall be corrected by installing pipes at uniform grades with high and low areas located at fire hydrant locations.

If the specified or required alignment requires deflections in excess of those stipulated above, the Contractor shall provide either special bends as approved by the Engineer, or pipes in shorter lengths; in such length and number, that the angular deflections at any joint, as represented by the specified maximum deflections, are not exceeded.

As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced into place with a slow steady pressure without jerky or jolting movements and brought to correct line and grade. The pipe shall be secured into place with approved backfill material tamped under it except at the bells. Precautions shall be taken to prevent dirt from entering the joint space. No wooden blocking shall be left at any point under the pipeline.

At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer.

3.32e CUTTING OF PIPE - The cutting of pipe for fittings and closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or cement lining to leave a smooth end at right angles to the horizontal axis of the pipe. The cutting method used shall be approved by the Engineer prior to any cuts.

3.32f BELL ENDS TO FACE DIRECTION OF LAYING - Pipe shall be laid with the bell ends facing in the direction of laying, unless directed otherwise by the Engineer. Where pipe is laid on a grade of 10% or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe upgrade.

3.32g UNSUITABLE CONDITIONS FOR LAYING PIPE - No pipe shall be laid when, in the opinion of the Engineer, trench conditions are unsuitable. Under no circumstances shall the pipe be laid in water. The Contractor shall furnish all necessary equipment, labor and materials for pumping or otherwise removing any water that may enter or accumulate in the trenches or other excavations and keep them free from water until work is constructed and set for sufficient time so water will not damage work in any way.

3.32h BRIDGING OF PIPE - Concrete bridging may be required by the Engineer under certain conditions. The Engineer shall determine the size and location of concrete bridging to avoid settlement of pipe being installed or settlement of existing underground utility pipes. This condition shall also apply to other underground utilities being installed over existing water mains. In certain instances, the Engineer may require the complete encasement of water mains by concrete. The size and location of these encasements shall be determined by the Engineer.

3.32i INSULATION BETWEEN DIFFERENT METALLIC PIPE MATERIALS - Wherever it is necessary to join cast iron pipe with pipe or fittings of dissimilar metal, a method of insulating against the passage of electric current shall be provided and shall be approved by the Engineer.

3.34 GENERAL REQUIREMENTS OF PIPE JOINTING - The requirements already set forth shall apply in addition to installation of joints in accordance with the pipe manufacturer recommendations approved by the Engineer.

3.34a MECHANICAL JOINTS - The general requirements already set forth shall apply except that, where the terms "bell" and "spigot" are used, they shall be considered to refer to the bell and spigot ends of the lengths of mechanical joint pipe. The last eight inches (20.3 cm) outside of the spigot and inside of the bell of mechanical joint pipe shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter from the joint. The cast iron gland shall then be slipped on the spigot end of the pipe with the lip extension of the gland toward the socket, or bell end. The rubber gasket shall be placed on the spigot end with the thick edge toward the gland. Broken glands shall be replaced by the Contractor at his expense.

The entire section of the pipe shall be pushed forward to seat the spigot end in the bell. The gasket shall then be pressed into place within the bell; care shall be taken to locate the gasket evenly around the entire joint. The cast iron gland shall be moved along the pipe into position for bolting, all of the bolts inserted and the nuts screwed up tightly with the fingers. All nuts shall be tightened with a suitable wrench. Nuts spaced 180 degrees apart shall be tightened alternately in order to produce an equal pressure on all parts of the gland.

3.34b PUSH-ON JOINTS - The general requirements already set forth shall apply except that, where the terms "bell" and "spigot" are there used, they shall be considered to refer to the bell and spigot of the lengths of push-on joint pipe.

There is only one nominal dimension of the spigot outside diameter and the bell inside diameter for each size of push-on joint pipe. Similar dimensions of the caulked-joint bell-and-spigot pipe may vary with the class of pipe for each size in existing lines. Therefore, care should be taken that the outside diameter of the existing line is the same as the outside diameter of the push-on joint pipe being installed, otherwise a special adapter to join the two lines may be necessary.

The inside of the bell and the outside of the spigot end shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter. The circular rubber gasket shall be flexed inward and inserted in the gasket recess of the bell. Since different types of pipe take different types of rubber gaskets, it shall be the responsibility of the Contractor to see that the proper type gaskets are installed.

Sufficient lubricant shall be furnished with each order to provide a thin coat on each spigot end. The lubricant shall be non-toxic, shall impart no taste or odor to the conveyed liquid, and shall have no deleterious effect on the rubber pipe or gasket. The lubricant shall be of such consistency that it can be easily applied to the pipe in hot or cold weather and shall adhere to either wet or dry pipe.

The spigot end of the pipe shall be entered into the bell with care used to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the bottom of the bell with a forked tool or jack-type tool or other device approved by the Engineer. Pipe that is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint. Field-cut pipe lengths shall be filed or ground to resemble the spigot end of such pipe as manufactured. Complete assembly instructions are available from the pipe manufacturer. If pipe is pushed home with backhoe bucket, a wooden shield must be placed between the backhoe bucket and the end of the pipe.

3.34c FLANGED JOINTS - Care shall be taken in bolting flanged joints that there is no restraint on the opposite end of the pipe or fittings which would prevent uniform gasket compression or which would cause unnecessary stress in the flange or connection thereof with the pipe or fitting, which shall be free to move in any direction while tightening the flange bolts. No bell and spigot joints shall be permanently placed until all flanged joints affected thereby have been tightened without strain caused by joint restraint in the piping assembly. Bolts shall be tightened gradually and at a uniform rate, in such a manner that uniform gasket compression is obtained over the entire area of the joint. Use hot-dipped zinc galvanized Grade B steel bolts, ASTM A307.

Special care shall be taken, when attaching suction and discharge piping to pumping equipment, that no stresses are transmitted to and imposed on the pump suction and discharge flanges from and by such connected piping through the flange bolts. All such piping shall be so installed and permanently supported that accurate matching of bolt piping and uniform contact over the entire areas of abutting pump and connecting piping flanges is obtained prior to the installation of any bolts in such flanges. In addition, the pump connection piping shall be free to move in a direction parallel to its longitudinal center-line which and while the bolts in the pump connection flanges are tightened.

The pumps shall in each case be leveled, lined, and ledged in place in a position which will fit the connecting piping, but shall not be grouted prior to the initial fitting and alignment in the pipe in order that the pumps may be shifted on their foundation if necessary to properly install the connecting piping. The pumps shall, however, be grouted prior to final bolting of the connecting piping in accordance with the provisions of the preceding paragraph.

To provide maximum flexibility and easement of alignment correction by taking advantage of the slack between flange bolts and bolt holes for slight angular rotation of connecting flanges, the pump connecting piping should be assembled, with gaskets in place, with only a portion of the flange bolts (not less than 4 per joint) installed, and with bell and spigot joints temporarily placed but not permanently. After final alignment and bolting, the pump connections should be tested for applied piping stresses by loosening the flange bolts which, if the piping is properly installed, should result in no movement of the piping relative to the pump or opening of the pump connection joints.

3.34d RESTRAINED JOINTS - Where specified or indicated upon Drawings, install restrained joints of following types:

- (1) Pipe 24 inches and smaller. For ductile iron pipe use retainer glands equal to Clow Mechanical Retainer Glands, Megalug Series 1100, or U.S. Pipe TR Flex. For polyvinyl chloride pipe use Ford Series 1500-CA, U.S. Pipe Field Lok, Megalug Series 2000 PVC.

- (2) Pipe 30 inches or larger use restrained joints equal to U.S. Pipe TR Flex, American Pipe Lok Ring Joint, Megalug Series 1100 TDM.

Design joints for working pressure of 250 psi. Ensure that samples of restrained push-on joints have successfully been tested to 500 psi by manufacturer without leakage or joint separation in accordance with AWWA C600 or C605.

3.35 CONNECTIONS WITH EXISTING PIPE LINES - It shall be the Contractor's responsibility to verify the existence and location of all water mains along the route of this work. The omission from or the inclusion of locations on the Drawings is not to be considered as the non-existence of or a definite location of existing utilities. The Contractor shall take the necessary precautions to protect the existing water mains from damage due to this operation, and any damage to or abuse of the water mains encountered shall be repaired by the Contractor at his expense.

Relocation of water main in conflict with construction operations will be the responsibility of the Contractor in accordance with the details as shown on the Drawings. The Contractor shall coordinate all such conflicts with the Owner and the Engineer to ensure restoration of line as soon as possible. The Contractor shall furnish, install and remove all necessary valves, fittings, caps, etc. to keep the new and existing water main in service. The Contractor shall notify the Owner 24 hours prior to disturbance of any service. Water mains not in direct conflict with the sewer pipe cross-section shall be protected by the Contractor until his construction operations are a sufficient distance from such conflict to ensure no damage thereto. Water mains not in direct conflict with construction damaged by the Contractor shall be repaired and restored at the Contractors expense.

Where connections are made between new work and existing piping, such connections shall be made in a thorough and workmanlike manner, using suitable and proper fittings to suit the conditions encountered. Each connection with an existing water pipe shall be made at a time and under conditions which will least interfere with water service to customers affected thereby and as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations, without damage to adjacent property. The new work cannot be placed into service until it has been adequately pressure tested and disinfected.

3.35a CONNECTION - A connection to an existing water main that is not under pressure will be made with fitting and compression sleeve couplings. The Contractor shall be responsible for controlling and disposing of the water in the trench, removal of plugs, fittings, thrust blocks, anchors, cutting of existing mains, installation coupling and/or sleeves, etc.

3.35b PRESSURE CONNECTION - A pressure connection shall include all necessary tapping tees, gate valves, and fittings needed to connect to the existing water mains. Pressure connections are to an existing water main that is under pressure. The Contractor shall be responsible for controlling and disposing of the water in the trench. A thrust block will be required.

3.36 RELATION OF WATER MAINS TO SEWERS - Sewers shall be separated from water mains according to the Nebraska Health and Human Services accepted "Recommended Standards for Water Works", by the Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Manager, Current Edition.

3.37 SETTING OF VALVES AND FITTINGS - Valves and fittings installed in trenches shall be located where indicated by the Drawings and as directed by the Engineer. Valves, fittings, plugs and caps shall be set and joined to pipe in the manner specified above for cleaning, laying and joining pipe. Fittings will be blocked using only cast-in-place concrete blocks. No wood or precast concrete blocking shall be allowed. All valves installed on PVC pipe shall be installed in accordance with the Standard Blocking Detail.

The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished pavement or such other level as may be directed.

3.39 INSTALLATION OF BRACING, SUPPORTING AND ANCHORING - Blocking, bracing, anchoring, or other acceptable means for the prevention of movement, shall be installed. All blocking, bracing, supporting and anchoring shall be in accordance with the Standard Blocking Detail and the Fire Hydrant Detail with the use of concrete of not less than 3,000 psi (211 kg/sq. cm) compressive strength at twenty-eight days.

3.39a ANCHORAGE FOR PLUGS, CAPS, TEES, TAPS AND BENDS - Plugs, caps, tees and bends shall be provided with a reaction backing in accordance with the Standard Blocking Detail. Reverse concrete anchor and tie backs are acceptable. Blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground, in each instance, shall be shown or directed by the Engineer. No wood or precast blocks shall be used as a permanent blocking. Temporary blocking may be used as directed by the Engineer.

Blocking will be required regardless of whether a tapping tee or tapping saddle is used. Such blocking will in all cases be sized and placed in a manner that will adequately transfer thrust reaction to solid undisturbed ground or the equivalent thereof.

3.39b FORMING FOR CONCRETE THRUST BLOCKS AND ANCHORS - All forming for concrete thrust blocks and anchors will be done by bulkheading around the shape of thrust block or anchor with burlap or reinforced paper sacks which have been filled with sand or earth, or other Engineer approved forming method. Filled sacks used to form concrete blocks will be left in place in the trench and backfill will be placed around and over them in the usual manner. Any bolt head or fittings must be left accessible when pouring concrete about them. The fitting must be wrapped with suitable polyethylene before concrete thrust block is placed.

Minimum curing time for concrete anchors regardless of additives shall be thirty-six (36) hours for anchors containing 2 cubic yards (1.53 cu. m) or less, forty-eight hours for anchors containing more than 2 cubic yards (1.53 cu. m) but less than 6 cubic yards (4.59 cu. m) and seventy-two (72) hours for anchors containing more than 6 cubic yards (4.59 cu. m) but less than 12 cubic yards (9.17 cu. m). Anchors containing more than 12 cubic yards (9.17 cu. m) will be cured as directed by the Engineer. Curing time for anchors having flanged rods or other accessories embedded in them for the purpose of tying pipe and/or fittings directly to the anchor will require approximately 25% additional curing time.

3.42 SANITARY SEWER SERVICES - The Contractor shall restore and/or relocate all existing sanitary sewer services encountered during his pipe laying operations which are in direct conflict with his operations. Materials for and construction of said services shall be in accordance with General Specifications and be accomplished in a workmanlike manner. The size and material of service to be restored shall be compatible with the service so encountered, and no reduction in size shall be allowed unless so directed by the Engineer. Where marginal clearances are encountered to restore the service to the existing lateral or main, encasement or cradling shall be performed as directed by the Engineer. The Contractor shall furnish all material to complete this item and all materials shall be new. Sanitary sewer services above or below the line of the pipe cross-section shall remain in service and shall be protected by the Contractor, and shall not be considered as a pay item. Damage to any such services not in conflict with construction shall be restored by the Contractor at his expense.

3.50 QUALITY CONTROL TESTING

3.51 DISINFECTION - After favorable performance of pressure test, thoroughly flush the entire potable water piping system with a velocity of not less than 3.0 feet per second. Drain flushed water to location approved by the Owner. Each unit of completed system shall be disinfected with chlorine before acceptance for domestic operation. All disinfection performed shall be accomplished under the supervision of the Engineer. No separate payment will be made for this item, and all cost in connection therewith shall be included in the contract unit price for the items or structures to which the work pertains.

3.51a METHOD - Disinfection shall be accomplished as summarized below by the current AWWA Standard Specification C-651 for continuous feed method. If the use of slug feed or spray feed is desired, the procedures shall be submitted to the Engineer for review with AWWA C651 and approval. The amount of chlorine applied shall be such as to provide a dosage of not less than twenty five (25) mg/L to the entire line to be disinfected. The chlorinating material shall be introduced to the waterlines and distribution system in an approved manner. The chlorine concentration shall be a minimum of 10 mg/L after a 24-hour rest period. If possible to do so, the lines shall be thoroughly flushed before introduction of the chlorinating materials. After a contact period of not less than 24 hours, the heavily chlorinated water shall be dechlorinated prior to discharge and flushed from the system with clean water until the residual chlorine content is not greater than two-tenths (0.2) mg/L. All valves in the lines being disinfected shall be opened and closed several times during the contact period. All chlorinated compounds shall conform to AWWA Standard Specifications B-300, B-301 and B-302. The tablet method of disinfection by gluing or siliconging chlorine tabs to the pipe will not be allowed.

3.51b TESTING – After disinfection, final flushing shall be performed before water main is placed into service. Two sets of consecutive water samples, per AWWA C-651, shall be submitted to an approved State Department of Health Laboratory or Engineer approved laboratory for the detection of coliform and non-coliform bacteria. The Contractor shall collect two samples 16 hours apart or at the conclusion of flushing, allowing the main to sit without water use for a minimum of 16 hours. After sitting for a minimum of 16 hours without use, two sets of samples shall be collected at a minimum of 15 minutes apart while taps are left running. The results shall be submitted to the Engineer. If the laboratory analysis shows the water is unsafe to use, (presence of any coliform bacteria) disinfection and analysis shall be repeated until a zero coliform and non-coliform count is obtained.

Testing results are only valid for 30 days. If the Contractor has not placed the water main in service within the 30 days, they shall retest all lines at no additional cost.

The Contractor shall collect and test for chlorine concentration prior to flushing and upon termination of flushing. The number of samples required shall be as indicated in AWWA C651 which is as follows:

"Standard Condition After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from every 1200 ft (366 m) of the new water main, plus one set from the end of the line and at least one set from each branch. All samples shall be tested for bacteriological quality in accordance with *Standard Methods for the examination of Water and Wastewater*, and shall show the absence of coliform organisms. A standard heterotrophic plate count may be required at the option of the owner (or owner's representative).

Special Conditions If trench water has entered the new main during construction or, if in the opinion of the owner (or owner's representative), quantities of dirt or debris have entered the new main, bacteriological samples shall be taken at intervals of approximately 200 ft (61 m) and shall be identified by location. Samples shall be taken of water that has stood in the new main for at least 16 h after final flushing has been completed."

3.52 PRESSURE AND LEAKAGE TESTS - The pipeline shall be subjected to pressure and leakage tests as specified herein and completed in accordance with latest edition of AWWA Standards. Ductile iron shall be in accordance with AWWA C600 and C605 for PVC piping.

The required pressure and leakage tests shall be made after all pipe laying and backfilling work has been completed. All concrete reaction blocks and bracing or restraining facilities shall be in place at least 7 days before the initial filling of the line, except where tension joints are used at bends.

No direct payment will be made for pressure and leakage tests. All costs in connection with such tests shall be included in the unit prices named in the BID form for pipeline construction.

The pressure and leakage tests shall be applied to the entire line and end plugs. The Contractor shall be solely responsible for any and all damage to the pipeline, and to public and private property, which results from defective material or workmanship.

The section of the line to be tested shall slowly be filled with water and all air expelled from the pipe. Care shall be taken that all air valves are installed and open in the section being filled, and that the rate of filling does not exceed the venting capacity of the air valves.

3.52a TEST EQUIPMENT AND FACILITIES - The Contractor shall perform the necessary work to fill the pipeline with test water, as specified. The Contractor shall furnish all pumping equipment, water meter, pressure gauge, and all equipment, materials, and facilities required for the tests.

Test pressures shall be applied by means of a force pump of such design and capacity that the required pressure can be applied and maintained without interruption for the duration of each test.

The water meter and pressure gauge shall be accurately calibrated and shall be subject to the approval of the Engineer.

3.52b PRESSURE TEST - The low point in the pipeline for each test section shall be subjected to a test pressure of 150 psi (10.56 kg/ sq. cm). Test pressure shall not exceed the rated pressure of the valves, pipe or appurtenances when the pressure boundary of the test section includes closed, resilient-seated gate valves or butterfly valves.

After the section of the line to be tested has been filled with water, the specified test pressure shall be applied and maintained for a period of not less than 2 hours and for whatever longer period as may be necessary for the Engineer to complete the inspection of the line under test or for the Contractor to locate any and all defective joints and pipeline materials. The pressure shall be maintained constant (within a maximum variation, plus or minus, of 5 psi) during the entire time. If repairs are needed, such repair shall be made, the line refilled, and the test pressure applied as before; this operation shall be repeated until the line and all parts thereof withstand the test pressure in a satisfactory manner.

3.52c LEAKAGE TESTS - After the specified pressure test has been completed, the line being tested shall be subjected to a leakage test under a hydrostatic pressure of 150 psi (10.56 kg/sq. cm) for a minimum of 2 hours. The pressure shall be maintained constant (within a maximum variation, plus or minus, of 5 psi) during the entire time that line leakage measurements are being made, so that the allowable leakage rate may be determined accurately from the leakage rate formula.

Leakage test shall not be started until a constant test pressure has been established. Compression of air trapped in un-vented pipes or fittings will give false leakage readings under changing pressure conditions. After the test pressure has been established and stabilized, the line leakage shall be measured by means of a water meter installed on the line side of the force pump.

Line leakage is defined as the total amount of water introduced into the line as measured by the meter during the leakage test. The pipeline, or tested section thereof, will not be accepted if and while it has a leakage rate in excess of that rate determined by the following formula for the specified type of pipe:

Ductile Iron & PVC Pipe

$$L = \frac{SD (P)^{1/2}}{148,000}$$

L = Testing Allowance (makeup water), in gallons per hour

S = Length of pipe tested, in feet

D = Nominal diameter of the pipe, in inches

P = Average test pressure during the hydrostatic test, in pounds per square inch (gauge)

Where the leakage test shows a leakage rate in excess of the permissible maximum, the Contractor shall make all necessary surveys in connection with the location and repair of leaking joints to the extent required to reduce the total leakage to an acceptable amount.

All joints in piping and closed valves shall be watertight and free from visible leaks during the prescribed tests. Each and every leak which may be discovered at any time prior to the expiration of one year from and after the date of final acceptance of the work by the Owner shall be located and repaired by and at the expense of the Contractor, regardless of any amount that the total line leakage rate during the specified leakage test may be below the specified maximum rate.

3.60 MEASUREMENT AND PAYMENT - All measurements for unit cost items will be based on completed work performed in strict accordance with the Drawings and specifications. Payment will be made for bid items only. BID item amounts shall subsidize for subsidiary items such as excavation, trenching, backfilling, anchorage structures, pipe jointing and all other materials, equipment and labor necessary to complete the work. All excessive fill or required fill shall be disposed of or supplied by the Contractor.

3.80 SUBMITTALS

3.81 CERTIFICATION BY MANUFACTURER - The Contractor shall furnish a statement from the manufacturer that the inspection and all the specified tests have been made and the results thereof comply with the requirements of the applicable standards herein specified for all materials furnished.

3.82 QUALITY CONTROL TESTING - The Contractor shall submit but not be limited to the following:

- A. Chlorine Concentration Testing
- B. Bacteriological Quality Testing
- C. Pressure and Leak Testing

3.83 SHOP DRAWINGS - The Contractor shall submit sufficient data and information to allow an evaluation of "or equal materials". If required, samples with detailed technical data shall be furnished. Shop drawings for, but not limited to, water main, fire hydrants, valves and boxes, meters, meter pits, service lines, curb stops, curb boxes, fittings, tapping tees, corporation stops, couplings, shall be submitted.

END OF SECTION 3

EXCAVATION, TRENCHING, BEDDING AND BACKFILLING

6.00 SCOPE - The work covered by this specification consists of furnishing all labor, tools, materials, equipment and performing all operations in connection with excavation, trenching, bedding and backfilling for all underground utilities including in part; sanitary sewers, sewer stubouts, storm sewers, culverts, water mains, water services, gas mains, gas services and all other underground structures unless otherwise provided for on the drawings or in the detailed specifications.

6.10 GENERAL - The Contractor shall be responsible for the protection of the pipe during construction and preserving the existing street surfaces. Unless otherwise specified herewithin or specified as a Bid item, no separate payment will be made for excavation, trenching, bedding, backfilling and incidental work as they are considered subsidiary to the items of the Bid.

Where construction of utilities requires cutting and replacing sidewalk, rigid pavement, or asphalt concrete pavement, the cutting shall be accomplished by the use of a concrete saw. The minimum depth of vertical saw cut shall be one inch or 1/6 of the thickness of the pavement, whichever is greater. The remaining depth of the pavement section may be removed as the Contractor elects, subject to the approval of the Engineer. Any damage done outside removal areas by the Contractor shall be repaired at the expense of the Contractor. The location of cuts and the extent of removal will be as directed by the Engineer, or as indicated on the drawings. Waste will be disposed of at a site approved by the Engineer. Direct payment will not be made for sawing, but it shall be considered subsidiary to the items in the BID for which payment is made. Extra widths of pavement removal without authorization of the Engineer, shall not be a pay item.

The Contractor shall be responsible for removing, replacing, relocating or maintaining all road signs, street signs, traffic signs and mailboxes and providing prior notice to the Owner.

No trees shall be removed without written instructions from the Engineer unless tree removal is indicated on the Drawings. No separate payment will be made for tree removal and the cost shall be included in the BID.

Comply to local requirements and specific requirements of State of Nebraska. Special attention is directed to Title 29 Labor, Part 1518 - "Safety and Health Regulations for Constructions" and detailed requirements of Subpart P "Excavations, Trenching and Shoring."

6.20 PROTECTION OF EXISTING UTILITIES AND PROPERTIES - Verify existence, location and elevation of all underground and overhead utilities along the route of the work. Omissions from or inclusion of locations on the drawings is not to be considered as the nonexistence of or a definite location of existing utilities.

Take the necessary precautions to protect existing utilities from damage due to his operations. Any damage to utilities will be repaired at the Contractor's expense. The Contractor shall not interrupt service for utilities unnecessarily. If utilities need to be interrupted, 24-hour notification to the Owner of the utility shall be given. Excavated material shall be kept trimmed in such a manner to be of as little inconvenience as possible to the public and the adjoining property owners. Any damage shall be immediately corrected by the Contractor. At street crossings, sidewalks, and other points where necessary, trenches shall be bridged in a secure manner so as to prevent serious interruption of travel, and to provide access to fire hydrants, public land and private premises.

6.21 ABANDONMENT OF UTILITIES - Where indicated on the drawings, all utilities to be abandoned such as water and sewer shall be sealed and plugged with concrete plugs unless special detailed drawings are prepared.

6.22 REFERENCE PROTECTION - Protect and maintain bench marks, monuments or other established points and reference points. If disturbed or destroyed, replace items to full satisfaction of Owner and Controlling Agency.

6.30 TRENCH EXCAVATION - Trench excavation shall be open cut to the depth shown on the drawings. Topsoil shall be stockpiled. The amount of open or unfilled or uncompacted trench shall not exceed 300 lineal feet (91.5m) , unless otherwise instructed by the Engineer, and failure to comply with this requirement shall be cause for shutdown of the entire project until such backfilling is performed.

Do not open greater length of trench than can be effectively utilized under existing conditions and with the forces at hand. Once trench is opened, proceed immediately and with dispatch to place specified materials in trench, or to otherwise utilize trench for intended purpose. Schedule work and order materials so that trenches are not left open for a longer period than is reasonably necessary. Any trench or portion of trench, which is opened and remains idle for longer than one calendar day, as determined by the Owner, may be directed to be immediately refilled, without completion of work, at no additional cost to the Owner. Said trench may not be reopened until Owner is satisfied that work associated with trench will be prosecuted with dispatch.

6.30a EXCAVATION, APPURTENANCES - Excavate for appurtenant structures to provide at least 12 in. (minimum) clear distance between outer surface and embankment and in full observation to Safety Rules.

6.31 TRENCH WIDTH - Trenches shall be excavated only to a width sufficient to provide a free working space on each side of the pipe at the bottom for backfilling and compacting around the pipe. Widths shall comply with State requirements for trenching, provide adequate working space and pipe clearances for proper pipe installation, jointing, and embedment. However, cut trench walls vertically from bottom of trench to 1 foot above top of pipe. In no case shall trench width at top of pipe or conduit exceed outside diameter of utility service by the following dimensions:

| <i>Pipe Diameter Size</i> | <i>Excess Dimension</i> |
|---------------------------|-------------------------|
| 33 inches and less | 18 inches |
| more than 33 inches | 24 inches |

Cutting trench banks on slopes to reduce earth load to prevent sliding and caving will be permitted only in areas where the increased trench width will not interfere with surface features, encroach on right-of-way limits or require additional removal and replacements. Slopes shall not extend lower than one foot above the top of the pipe.

Where, for any reason, the width of the lower portion of the trench as excavated at any point exceeds the maximum permitted in the foregoing tables, either pipe of adequate strength, special pipe embedment, or arch concrete encasement, as required by loading conditions and as determined by the Engineer, shall be furnished and installed by and at the expense of the Contractor.

6.32 DEWATERING - Trenches shall be kept free from water. Unless dewatering is specified in the BID, no separate payment will be made for dewatering as it will be included in the BID for pipe installation.

6.33 SHEETING, SHORING, AND BRACING - Trenches shall be sheeted, shored, and braced as necessary to comply with all applicable laws, codes, ordinances, rules and regulations. Compliance with this requirement shall rest solely with the Contractor. Such sheeting, shoring and bracing shall not be

removed until backfilling has progressed to such a stage that no damage to utilities or structures will result from its removal.

Brace trenches running near walls or columns, to prevent any settlement or other disturbance of walls or columns. Make trench excavation that runs parallel to footing bottom with maximum slope of one to one.

6.34 TUNNELING - Permission for tunnel work may be granted by the Engineer for crossing under crosswalks, driveways, or existing utility lines, but such tunnels shall not exceed twenty (20) feet (6.0m) in length.

6.35 COMMON EXCAVATION - Excavation shall comprise of and include the satisfactory removal and disposal of all materials not classified as unclassified excavation, and shall include clay, silt, sand, gravel, hard pan, loose shale, and other loose stone in masses and boulders measuring less than one-half cubic yard in volume.

6.36 UNCLASSIFIED EXCAVATION - Excavation shall comprise of and include the satisfactory removal and disposition of all boulders measuring one-half cubic yard or more in volume, rock material in ledges, bedded deposits, and unstratified masses which cannot be removed without systematic drilling or blasting, concrete or masonry structures, unless otherwise specified, and conglomerate deposits which cannot be removed without systematic drilling or blasting. Dispose of material at site approved by Owner. Separate payment will be made for this item according to the unit price per lineal foot of trench as in the BID or as negotiated or agreed upon.

6.40 BEDDING - The type of bedding shall be as specified or Class C (see Standard Bedding Detail) unless specifically modified in the Detailed Specifications or as noted on the drawings.

6.41 GENERAL PREPARATION OF SUBGRADE - When the excavation is in firm earth, care shall be taken to avoid excavations below the established grade. If this should occur, the area so excavated shall be backfilled in two-inch lifts and thoroughly compacted with approved mechanical tampers to the required densities.

In case of unclassified excavation or unstable trench conditions, the excavation shall be carried to a minimum depth of 6 inches (15.3 cm) below grade and backfilled to grade with approved fill, free from rocks, roots, sod or vegetable matter, and shall be firmly tamped in place in two-inch lifts to the required densities. Formed bell holes in trench such that only barrel of pipe is supported by bedding material.

6.42 CLASSES OF BEDDING - The Contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipe. Embedment material must be placed and compacted uniformly on each side of the pipe to prevent lateral displacement. The Engineer will determine in the field, following excavation, which sections of pipe shall receive granular bedding. The earth shall be thoroughly compacted in and around the pipe and joints with hand tamping bars and approved mechanical tampers.

6.42a CONCRETE CRADLE BEDDING, CLASS A - The Contractor shall provide for the bedding of a ditch conduit in which the lower part of the conduit is bedded in a cradle constructed of 2000 psi (140.7 kg/sq cm) concrete or better, having a minimum thickness under the pipe of one-fourth its outside diameter. The cradle shall be poured as a unit without horizontal construction joints. The remainder of the conduit is entirely surrounded to a height of 12 inches (30.5 cm) above its top by densely compacted backfill placed in lifts not exceeding 4 inches (10.2 cm) in thickness.

6.42b FIRST CLASS BEDDING, CLASS B - The Contractor shall provide for the bedding of a ditch conduit in which the pipe is carefully bedded on fine granular materials in an earth foundation that is carefully shaped to fit the lower part of the pipe for a width of at least 60% of its breadth, and in which the

remainder of the conduit is entirely surrounded to a height of 12 inches (30.5 cm) above its top by densely compacted backfill that is carefully placed to fill completely all spaces under and adjacent to the pipe in lifts not exceeding 4 inches (10.2 cm) in thickness.

6.42c ORDINARY BEDDING, CLASS C - The Contractor shall provide for the bedding of a ditch conduit in which the pipe is bedded with "ordinary" care in an earth foundation shaped to fit the lower part of the pipe. The lower 50% of outside breadth shall be to 95% of Standard density, ASTM D-698 or 75% Relative density, D-2049 and in which the remainder of the pipe is surrounded to a height of at least 12 inches (30.5 cm) above its top by compacted backfill at above specified density. Carefully place and fill all spaces under and adjacent to the pipe in lifts not exceeding 8 inches (20 cm) loose measurement in thickness.

6.42d SPECIAL BEDDING, CLASS D - This is a method of bedding a ditch conduit in which little or no care is exercised to shape the foundation to fit the lower part of the pipe. The trench bottom should be true and even so that the barrel of the pipe will have soil support for its full length. No bell holes are required.

6.50 BACKFILLING - All backfill, unless otherwise specified shall be compacted to a minimum of 95% of Standard density ASTM D-698 at optimum moisture, -1% to +3% or a minimum of 75% Relative density, ASTM D-2049. Backfilling shall be carefully performed to restore the original surface to the satisfaction of the Engineer. No backfilling will be allowed until all tests have been performed and until the system installed conforms to the specific requirements. The Engineer, at his option, may authorize backfilling before all tests have been completed. All backfill shall be done in accordance with approved mechanical methods. All backfill around new and existing sanitary manholes, storm manholes, curb inlets, fire hydrants and valve boxes shall be performed in maximum 8" lifts by an Engineer approved hand operated mechanical device.

6.50a COMPACTED BACKFILL UNDER PAVEMENTS - Trench backfill shall be compacted for the full depth of trench under street, parking, road, driveway, and sidewalk pavements. The remainder of the backfill material above the top of the conduit bedding shall be deposited in approximately 8 inch (20 cm) layers, loose measurement and compacted to the required densities. The Contractor is responsible for restoring any pavement or surfacing disturbed by his work in accordance with these contract documents.

Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling and compaction.

6.50b COMMON TRENCH BACKFILL - Perform remaining backfill in accordance with drawings and for particular locations described.

Place backfill in lift thicknesses capable of being compacted to densities specified. Maximum lift thickness shall be 2 feet (0.6m) but shall be a minimum of 3 feet (0.9 m) above top of pipe.

Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling minimum cover above pipe and compaction methods.

Exercise extreme care in backfilling operations to avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, or distortion. Repair damages, distortions or misalignments to full satisfaction of Engineer.

6.50c SPECIAL BACKFILL METHODS - Water flushing for consolidation of backfill is not permitted.

6.51 BACKFILL MATERIAL - All backfill material shall be free from frozen earth, large clods or stones, cinders, ashes, refuse, vegetable or organic material or other foreign material that is, in the opinion of the Engineer, unsuitable.

6.51a BACKFILL MOISTURE CONTROL - Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

6.51b BACKFILL EXCAVATED MATERIAL - When the type of backfill material is not specified, backfill with the excavated material, provided that such material consists of loam, clay, sand, gravel or other materials that in the opinion of the Engineer, are suitable for backfilling. All differing soil types shall be separated during excavation. Additional tests, specified in Section 6.50, shall be provided by the Contractor for mixed soil.

6.51c BACKFILL GRAVEL - All gravel used for backfill shall consist of natural bank gravel having durable particles graded from fine to coarse in a reasonable uniform combination with no boulders or stones larger than 2 inches (5 cm) in size. It shall not contain a total of more than 10% by weight of loam or clay. No more than 15% shall pass a No. 200 sieve.

6.52 CONDUIT TRENCH BACKFILL

6.52a SANITARY SEWER TRENCH BACKFILL - Backfilling of sanitary sewers shall be in accordance with Sections 6.40 and 6.50 of this Specification.

6.52b WATER AND GAS LINE TRENCH BACKFILL - Backfilling for water and gas lines shall be in accordance with the latest revisions of the AWWA Standards, or Sections 6.40 and 6.50 of this Specification when applicable.

6.52c STORM SEWER TRENCH BACKFILL - Backfilling for storm sewer pipe shall be in accordance with Section 6.40 and 6.50 of this Specification.

6.53 STRUCTURE BACKFILL - No backfill shall be made until the concrete in any structure has set sufficiently to prevent damage to the structure. At such time backfill shall be in accordance with Section 6.50 and 6.50a of the Specification.

6.54 EXCESS EXCAVATED MATERIALS DISPOSAL - Except as otherwise permitted, all excess excavated materials shall be disposed at a site approved of by the Owner.

Broken concrete and other debris resulting from pavement or sidewalk removal, excavated rock, junk, and debris encountered in excavation work and other similar waste materials, shall be disposed of away from the site of the work. The disposal of waste, debris and excess excavated materials, including hauling, handling, grading, and surfacing shall be a subsidiary obligation of the Contractor and no separate payment will be made thereof.

6.55 BORROW - Borrow required to bring trench to original grade shall be supplied by the Contractor. The borrow shall be approved by the Engineer.

6.56 FINAL GRADING AND TOPSOILING - After other outside work has been finished, and backfilling and embankments completed and compacted, all areas on the site of the work which are to be graded shall be established to grade at indicated elevations, slopes, and contours. If elevations are not indicated, existing elevations shall be matched. After areas to be topsoiled have been approved for final grading, the surface shall be loosened and made ariable by cross-discing or other approved methods, to a full depth of at least 2 inches (5 cm) to permit blending of topsoil to the subgrade. Rake all stones and debris 2 inches (5 cm) or more in any dimension and remove from site after discing. Spread topsoil at least to a depth of 6 inches (15 cm) to the top surface being at final grade. When finished, surface shall be free of stones and debris 1 inch (2.5 cm) or more in any direction.

Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to hand work. All surfaces shall be graded to secure effective drainage. If additional soil is required to be supplemented or disposed, it shall be a subsidiary obligation of the Contractor.

6.58 LABORATORY TESTING - Perform laboratory tests to insure that embedment and backfill materials comply with specified requirements shall be made by an independent testing laboratory at the expense of the Contractor. The following tests will be required:

a. One Standard Density test (ASTM D-698) for cohesive soils for each type of embedment or backfill material proposed.

b. One Relative Density test (ASTM D-2049) for cohesionless soils for each type of embedment or backfill material proposed.

6.59 SETTLEMENT - The Contractor shall be responsible for all settlement of backfill, fills, and embankments which may occur within one year after final completion of the contract under which the work was performed.

The Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 10 days after notice from the Engineer or Owner.

6.60 CLEAN-UP - Upon completion of the installation of the utility, all debris and surplus resulting from the work shall be removed. The Contractor shall restore all damaged gravel surfaced drives, storm drains, fences, signs, mailboxes, sprinkler systems, etc., to a condition equal to or better than original.

6.61 CONSTRUCTION RIGHT-OF-WAY - The Contractor shall contain his work to public street and highway right-of-ways, and easements or shall be liable to damage claims for any damages resulting from his operation.

6.70 MEASUREMENT AND PAYMENT - Unless otherwise specified, no separate payment will be made for Excavation, Trenching, Bedding, Backfilling and related work as they are included in the Bid for pipe installation. Removing and replacing or maintaining street signs, traffic signs and mail boxes shall not be paid directly but shall be considered subsidiary to any or all items.

END OF SECTION 6

SUBMERSIBLE WELL S4 AND APPURTENANCES

8.00 SCOPE - The work covered by this section of the specifications consists of furnishing all tools, materials, power, equipment, permits, certificates and incidentals, and performing all labor in constructing one water supply well complete, including but not limited to samples, records, water supply well casing, screen, gravel packing, test pumping, submersible water supply pump, mechanical equipment, pump column, pitless unit, meter, manhole, check valve, discharge pipe and incidentals.

8.10 GENERAL - All sections of AWWA Standard Specifications A100 shall apply unless the following specifications amend the Standards, in which case, these specifications shall apply. All chemicals shall be NSF 60 and all pipes, fittings, valves, coatings, lubricants, adhesives, and other appurtenances and materials in contact with raw, partially treated or treated potable water must be NSF 61 approved. All products must conform to NSF 372, Reduction of Lead in Drinking Water Act (2014) as applicable.

8.20 LOCATION - The well is located as shown on the drawings.

8.30 TEST HOLE - A test hole was drilled by Sargent Drilling at proposed site S4 to determine the nature and extent of the water bearing formation as shown on the Drawings. A sieve analysis was run on the formation to determine the gravel pack size and screen opening.

8.40 WELL SPECIFICATION

8.41 WELL - The Contractor shall construct the gravel packed well to a depth of 485 feet below the natural ground level. The hole to be drilled shall not be less than 28 inches in diameter. The reverse-rotary or air rotary drilling shall be the method of construction. Drilling fluids and additives shall not impart toxic substances or promote bacterial contamination and shall comply with NSF 60 or 61. The drilling fluid shall be disinfected with at least 200 mg/L chlorine solution and shall comply with NSF 60 or 61. When the hole is drilled to the required depth, the permanent casing and screen shall be immediately installed with suitable centering guides. Centralizers shall be placed at the bottom of the well to ensure alignment at the bottom of the well. Additional centralizers shall be attached at critical points. The screen shall be placed as indicated on the Drawings with a stainless steel plate on the bottom. Blank casing shall be installed between the screen and to a point 2 feet above the surface of the ground. After the casing and screen have been installed in the correct position, a wall of recommended gravel pack shall be placed around the screen and also in the annular space on the outside of the casing from the lowest portion of screen to a point 4 feet above the screen. Bentonite clay pellets shall be placed above the gravel pack.

Bentonite clay grout and bentonite pellets, tablets, and chips, where indicated on the drawings, must achieve a weight of not less than 9.4 pounds of bentonite per gallon of mix. Bentonite pellets, tablets and chips can be used provided the material is high solids and can be installed without bridging or voids, and meets the 9.4 pounds of bentonite per gallon mix requirement. Bentonite clay chips shall be sieved over a ¼ inch mesh screen to remove the fines prior to placement in the annular space.

The remaining length of open hole shall be backfilled to a position to facilitate installation of the pitless unit with a sand cement grout to provide a sanitary seal, to be placed, all with a tremie pipe or a positive displacement method. The sand cement grout mixture shall consist of one 94 lb. bag of Portland cement (ASTM C150) to an equal volume of sand having a diameter no larger than 0.080 inches, with the addition of 5 to 6 gallons of water. Curing time, before construction may be resumed, shall be 72 hours and 36 hours for Type I and Type III Portland Cement, respectively.

8.41a WELL CASING - The PVC well casing to be furnished and installed shall not be less than 16 inches in diameter designed and manufactured to meet or exceed the requirements of ASTM F480, NSF61, NSF 14 and ASTM D2837. The casing shall be a minimum OD of 16.0" with minimal wall thickness of 0.941 inches or SDR 17. The casing shall weigh approximately 31.66 lbs/ft. The casing

shall be fastened by non-metallic couplings designed for an integral system similar to Certa-Lok for well casing.

Where the PVC casing joins to the stainless steel screen the screen shall have a spline manufactured into the stainless steel adapter.

8.41b SCREEN - The well screen shall not be smaller than 16-inch nominal diameter. It shall be constructed of type 304 stainless steel. The screen must have sufficient structural strength to function properly both during installation and operation, and the inlet slots shall be designed with sharp outer edges, widening inwardly so as to be non-clogging. The screen shall be Johnson V-shaped Screen Watermark or approved equal by the Engineer. The end fittings shall be provided consistent with the well design. The screen shall remain suspended from the surface until the gravel pack has been added.

The diameter, length and wire shapes or shapes of the well screen shall be such that the desired yield of the well will be transmitted through the slot opening at a maximum calculated entrance velocity of 0.1 feet per second assuming 50% blocked. The screen shall provide a minimum of 74 in²/ft. percent open area with 0.018 inch slot opening. Screen slot size shall conform to the current standard of AWWA A100.

The well screen shall be certified by the well screen manufacturer to guarantee structural integrity for items such as column loading and collapse pressure.

8.41c GRAVEL - The recommended gravel pack and gravel should be free of foreign matter, clean, well rounded particles of sound siliceous material. The recommended gravel pack shall be sized to allow for obtaining sand free water from the well. Other gravel pack gradation is not critical. The recommended selected gravel pack gradation is shown on the Drawings. The gravel pack specific gravity shall have 95% of material greater than 2.5. A gravel similar to the designated gravel pack is available from Northern Sand and Gravel, called #00WP. All gravel pack materials considered shall have a sieve analysis performed and submitted for approval prior to acceptance.

The Contractor shall be responsible for ensuring that the gravel material is adequately disinfected at 200 mg/L during installation. Any gravel in contact with the ground during storage shall not be used.

The gravel shall be placed by the use of a tremie pipe or lowered to the bottom of the space with a method approved by the Engineer. As gravel is poured into tremie pipe, water shall also be poured in to help carry the filter material.

8.42 TESTS

8.42a PLUMBNESS AND ALIGNMENT TESTS - Well shall be constructed and all casings and liners set round, plumb, and true to line as defined herein. To demonstrate the compliance of the work with the requirements, the Contractor shall furnish all labor, tools and equipment and perform the test or tests described herein. The test for plumbness and alignment shall be made following construction of the well, and before test pump equipment is installed. The Engineer shall be notified in advance of when the tests are to be performed.

Alignment shall be tested by lowering into the well to a depth of at least 300 feet a section of pipe 40 feet long or a dummy of the same length. The outer diameter of the test pipe or dummy shall not be more than 1 inch smaller than the inside diameter of that part of the casing or hole being tested. The dummy when lowered into the casing shall pass freely the entire depth of the well.

The test for plumbness shall be made with a plummet and a plumb ring or plunger 1/4 inch smaller in diameter than the inside diameter of the well casing. The test procedure and equipment shall be done in accordance with the current standard of AWWA A100.

Should the plumb or dummy fail to move freely through the specified length of casing or hole, or should the well vary from the vertical in excess of two thirds of the smallest inside diameter of that part of the well

being tested per 100 feet of depth, the plumbness and alignment of the well shall be corrected by the Contractor at his own expense. Records of deflection reading and all other pertinent information shall be kept and made a part of the permanent well logs and records. Should the Contractor fail to correct the faulty alignment and plumbness, the Owner or his Representative may refuse to accept the well.

8.42b DEVELOPMENT TEST - After the well has been initially cleaned, the development process shall begin including a minimum of 8 hours of surging and bailing the well. The Contractor shall furnish all labor, materials, equipment and incidentals required to complete the well development.

Surging shall be done by either a solid or valved surge block. Surging shall start at the bottom of the lowest screen in the well and proceed upward. Sediment shall be removed immediately. All surging methods shall have prior approval of the Engineer. Agitation shall not be accomplished with compressed air.

The well shall be fully developed to obtain the maximum yield of water per foot of drawdown and extract the maximum practical quantity of sand from the water bearing strata that would be drawn through the screens during the life of the well. The well shall be surged, cleaned and then developed until the water produced has a turbidity not greater than 10 units, and contains not more than 1 part per million of sand by weight.

8.42c TEST FOR YIELD - After the well has been completely developed, the Contractor shall notify the Engineer and shall make the necessary arrangements for conducting a final pumping test. The Contractor shall furnish all labor, materials, equipment and incidentals required, and shall perform a pumping test of the completed well. The equipment shall be capable of pumping to the required point of discharge a maximum of at least 750 gpm with a pumping level 385 feet below ground but with satisfactory throttling devices so that the discharge may be reduced to 400 gpm. Under no circumstances will the permanent pump equipment be used. Water shall be discharged from the pump as shown on the drawings or by prior approval from the Owner to avoid damage or flooding.

A calibrated flowmeter or discharging orifice of proper dimensions and a transparent plastic manometer tube for measuring the pumping rate shall be installed at the end of the discharge pipe.

The pumping unit shall be complete with prime mover of ample power, controls and appurtenances and shall be operating without interruption for a period of 24 hours. The length of time for which the final test should run depends entirely on the local conditions. Due to these conditions the BID will be based on 24 hours of pumping, however, the Contractor shall be paid by the actual pump running hour for the final pumping test. An important part of the test is the yield after the water level in the well has become practically stationary. The test shall be run until the water level is stabilized while pumping at a constant rate and continued to insure the conditions do not vary. Under no circumstances shall the amount of drawdown exceed 75% of the depth of the static water level to the bottom nor shall it reach any screened area.

Discharge shall be checked and adjusted, if necessary, every 10 minutes during the first hour of pumping and at 30 minute intervals thereafter. The discharge and time of measurement shall be recorded each time it is checked and a note made of any adjustments. The static or non-pumping water level trend shall be established prior to the start of the test. Drawdown shall be measured in the existing test well and new municipal well utilizing a pressure transducer. Data from the transducer will be collected by a data logger provided by the Engineer or by the Contractor. If the Engineer completes this logging the Engineer will charge the Contractor \$1000 to provide and operate the equipment for the 24 hour period. The equipment will be capable of collecting the data at logarithmic intervals selected by the Engineer. Water levels will be monitored with the data logger before start-up, during the test, and during recovery. Hand levels will be monitored with the data logger before start-up, during the test, and during recovery. Hand recorded water level measurements will be taken in the test well and completed municipal wells every hour during pumping and recovery. On completion of pumping, recovery measurements shall be made at a schedule equivalent to the schedule at the start of pumping.

If following this twenty-four hour period of test pumping, additional pumping is required to clean or clear the well, this work shall be considered incidental to the contract and not a direct pay item. Recovery readings shall be considered incidental to the contract and not a direct pay item. When the pumping data has been collected, submitted to, and analyzed by the Engineer, the selected pump may be ordered. Appropriate revisions in costs will be made if test data indicates actual conditions justify a non-specified pump or motor. If the Contractor provides data logging the results of the pump test and recovery test must be submitted to the Engineer on a computer disk in a form usable by the Engineer.

8.42d WATER ANALYSIS - The Contractor shall collect the required samples of water from the well at the end of the pumping test and shall have the Nebraska Department of Health and Human Services perform a New Well Test Analysis or Total Water Quality Scan. Two copies of the results shall be submitted to the Engineer before final acceptance. The Contractor shall be responsible for the appropriate fees associated with water quality testing.

8.43 DISINFECTION - After the Well has been completely constructed and pumps and appurtenances have been installed, it shall be thoroughly cleaned of all foreign substances. The casing pipe shall be thoroughly swabbed, using alkalis if necessary, to remove oil, grease or joint dope. The well shall then be disinfected with a chlorine solution of calcium hypochlorite resulting in at least 100 mg/L of free available chlorine. The solution shall be performed in accordance with the latest revision of AWWA Standard C-654. Chlorine solution shall be prepared and applied in accordance with the direction of, and to the satisfaction of, the Engineer, and shall remain in the well for a period of at least twelve hours.

Just prior to setting the pump, the pump and pump column with motor shall be washed down with a chlorine solution having an initial free available chlorine concentration of at least 200 mg/L.

Before each completed well can be placed in service, two water samples, free of chlorine, taken at least 24 hours apart from each well, shall be submitted to the State Department of Health Laboratory or Engineer approved laboratory for the detection of coliform and noncoliform bacteria. The results shall be submitted to the Engineer. If the laboratory analysis shows presence of any coliform and noncoliform bacteria, disinfection and analysis shall be repeated until two consecutive zero bacteria counts are obtained.

8.44 SAND GUARANTEE - The Contractor guarantees the total sand content of the well as constructed shall not produce sand in excess of 1.0 part per million parts by weight of a representative water sample collected from the pump discharge. A representative sample shall be at the start up of the well and throughout the operation of the 24-hour test period. The Contractor will provide facilities for collecting samples as required by the Engineer. A standard hose bib shall be located between the temporary discharge head and the temporary flow measuring device. The Engineer shall provide the necessary P.V.C. tubing and capsule filter for the initial sand measuring test. Should the initial test fail, the Contractor shall pay the Engineer \$1200 for each additional test.

8.45 TEMPORARY CAPPING - At all times during the progress of the work, the Contractor shall protect each well in such a matter as needed to prevent foreign matter from entering or intruding from tampering with them. Upon completion of the well, the Contractor shall provide and set a substantial screwed, flanged, or welded cap satisfactory to the Engineer.

8.46 REPAIRS - In the event that the guarantees are not met, the unacceptable conditions shall be rectified at the Contractor's expense, and no money shall be due and payable until such repairs are successfully completed.

8.47 MISCELLANEOUS - The well shall meet all applicable State, Federal and Local codes, be in accordance with AWWA recommendations, be approved by the Engineer for plumbness and alignment prior to acceptance and be capped for safety.

8.50 PUMP CONSTRUCTION

8.51 PUMPS - The pumps to be furnished and installed shall be water lubricated and comply with all applicable regulations of the State of Nebraska Department of Health and Human Services and AWWA Standard Specification E102. The motor driven submersible turbine type pumps shall be designed to operate under the following conditions:

Pump Conditions

Capacity = 500 gpm

Well Lift = 255 feet

Total Dynamic Head = 419 feet

Minimum Efficiency = 75

1. There shall be a check valve integrally designed into the pump discharge housing.
2. The pumping downthrust shall be absorbed by the motor thrust bearing.
3. The impellers shall be fitted with a seal ring around its eye or skirt to prevent hydraulic losses.
4. A filter screen shall be included as part of the suction inset assembly.

The unit shall be designed so that reverse rotation is either prevented or will not damage any part of the unit.

8.51a MOTORS - The motor for the Well shall be 75 hp, 3500 rpm, three phase and shall be the wet stator type. A submotor protection package shall be provided to protect against overload, overheating and rapid cycling. A flow inducer sleeve shall be installed to insure adequate motor cooling. The motor shall be of a proper size to drive the pump continuously under head conditions at any point on the performance curve with minimum service efficiency of 82.5%. The motor shall be designed and applied in conformity with NEMA, NEC, ANSI, IEEE and AFBMA standards for the particular application and service. The motor must be suitable for use with PWM variable frequency drive with sinewave output filter. The total motor lead length will not exceed 3000 feet. The motor shall have 1.0 minimum service factor when used with VFD. For "across the line" starting the motor shall have minimum 1.15 service factor.

Sufficient power cable of proper size to extend from the motor terminal connection up to and in the pitless unit wire terminal shall be provided. The cable shall have three (3) conductors of not less than seven (7) strands, with each conductor in an insulated watertight synthetic rubber or plastic jacket and the white cable enclosed in an outer jacket which shall be impervious to oil. The cable shall be clamped to the column pipe at intervals of 10 feet.

8.52 MOTOR DRIVER

8.52a The motor shall be of the submersible type, capable of continuous operation at nameplate rating submerged under water. A shroud of proper diameter shall be provided to cool the motor. The motor must be suitable for "across the line" starting.

8.53 POWER CABLE

8.53a The downhole power cable shall be sized to conform to National Electrical Code at a conductor temperature rating of 75 degrees C submerged, and a voltage drop at the motor not to exceed 5%.

8.53b The cable shall have three continuous conductors rated for 600 V operations. The individual conductors shall be class "B" stranding or better, with a synthetic rubber or thermoplastic insulation. The three conductor cables shall be contained in a flat or round jacket composed of synthetic rubber or thermo plastic with non-hygroscopic fillers between the conductor cables. The cable shall conform to U.L. standard 44 or 83 for submersible pump cable.

The Contractor is to band the power cable to the column pipe a minimum 10' intervals. The banding material shall be stainless steel with rubber or plastic separator material between the band and power cable. Or per cable manufacturer's recommendation.

8.56 DISCHARGE COLUMN - The column pipe shall be 6.625" OD, with 0.432-inch wall thickness fully restrained PVC drop pipe meeting NSF61 and ASTM D1785 and ASTM D2837 in nominal 20 foot lengths designed for well drop pipe applications equivalent to Certa-lok drop pipe. If less than 20 lengths are required, the manufacturer shall provide the necessary length for installation. Provide stainless steel adapter couplings for connections to the pumps, inline check valves and to pitless unit rated at a minimum of 280 psi. The threaded pipe with steel couplings shall be supported by pitless unit. The discharge pipe shall be secured within the well casing to prevent rotation due to starting torque of the pump motor. Base bid shall include 380 feet of discharge column.

8.57 BOWL ASSEMBLY - The pump bowl shall be 304 stainless steel free from all other faults, accurately machined and fitted to close dimensions. The impeller and bowl shaft shall be of stainless steel and shall be supported by water lubricated rubber or carbon bearing. The impellers shall be perfectly balanced and securely attached to the impeller shaft with a stainless steel collet of stainless steel. All cap bolts or cap screws shall be stainless steel.

8.58 PITLESS UNITS - The Contractor shall cut off existing casing to proper height to facilitate installation of a pitless unit as shown on the drawings. The pitless units shall be the Standard Model, Monitor PS Industrial, for 16" wells, Model No. 7PS1618WBWE06M6ES.

The units shall have a bury depth of 7 feet and shall be suitable for connection to the pitless unit.

The pitless unit shall be provided with vent cap and pipe, pressure switch and lift out bail. The opening for the power cable shall be sealed watertight to 20 psi pressure.

Discharge shall be plain end for 6 inch ductile iron pipe. Drop pipe shall be 6 inches.

The pitless unit shall be provided with a welded connection. The contractor shall furnish and install by welding a steel Certi-Lok adapter to the pitless unit. The top of the casing shall be terminated with a Certi-Lok groove and gasketed coupling for connection to the adapter welded to the pitless unit by installing a Certi-Lok spline thus making a water tight connection.

8.58a GAUGE PRESSURE TRANSMITTER IN S2 - Provide a gauge pressure transmitter, 0-100 psi range, 4-20ma 2 wire output, stainless steel wetted parts, block and bleed valves, microprocessor based electronics, LCD digital display, Rosemount 2088, Endress+Hauser Cerebar, or approved equivalent. 1/2" tap mount to discharge pressure line downstream from flowmeter. Wire transmitter output with cable/conduit mark 70 for connection to RTU.

8.58b BLOW-OFF - A four-inch Blow-off gate valve shall be furnished and installed as shown on the branch of the tee. This valve shall conform to Section 8.62.

8.59 DRAWDOWN LINE AND GAGE - A suitable air line of 1/4 inch O.D. plastic tubing of sufficient length to extend from the pitless unit to the top of the bowl assembly and connections for air pump shall be installed and furnished with a suitable tire pump for operation. The length of the drawdown line shall be permanently recorded and displayed on the electrical panel. Tubing shall fasten to column at intervals not to exceed 10 feet.

8.60 WATER LEVEL INNER CASING - Provide 1 1/4" Schedule 80 water level casing securely attached to the discharge head to house the level transducer. The water level casing shall be attached to the column piping at a minimum of 10' intervals. The length of the Schedule 80 casing shall be to the bottom of the screen of each well. The last 20' of the casing shall be slotted to allow for water movement. A cap with a hole drilled in the end shall be attached to the slotted section.

The Hydrostatic Level Sensor and Transmitter shall be capable of fitting in the inner casing and suspended with cable hanger. The probe shall convert hydrostatic pressure to linear level proportional signal. The probe shall be atmospheric pressure compensated with a 4-20 mA DC output and 24VDC 2-wire power. The probe shall be 316 SS with manufacturer supplied cable length to reach from the probe to the RTU without requiring a splice. Acceptable manufacturers are KPSI, AST, Dynotek Slimline "G" and Endress + Hauser Waterpilot.

8.61 AIR RELEASE VALVE – There shall be furnished and installed one one-inch Clow Well Service Air Valve or APCO, Series 140 or Engineer approved equal. Two valves with hand wheels shall be furnished and installed with the air release piping. One valve shall be located near the well discharge piping. The other shall be located vertically on the discharge piping.

8.61a COLUMN PIPE CHECK VALVE – Where indicated on the Drawings, the column pipe check valves shall be grooved for Certa-loc piping equivalent to Flowmatic 80DI-VFDCL

8.62 VALVES, PIPING AND FITTINGS - Valves, piping and fittings shall be installed as shown on the drawings and appurtenances not specified herein shall conform to the "Watermain, Valves, Hydrants and Appurtenances" section of this specification. All piping from the discharge head to 5 feet outside the pitless unit shall be mechanically restrained or flanged at each joint. All thread rod is acceptable.

8.62a FLOW METER - Provide flow meter on the discharge header with magnetic flowmeter subject to compliance with NSF and preferred AWWA C-715 providing bi-directional flow. The meter will have to meet upstream and downstream spacing requirements to maintain accuracy. Acceptable manufacturers are ABB Type FER, Badger Rosemount, Fischer & Porter, Endress & Hauser, and Siemens 5100.

- (1) Size: 6 inches
- (2) Power Requirements: 120 Volt AC
- (3) Accuracy: minimum 0.4% percent of flow rate
- (4) Signal Output: 4-20 ma and pulse
- (5) Enclosure: NEMA 4x, Class I Div. 2. Provide integral transmitter displaying rate of flow and non-volatile, non-resetting total flow (minimum 6 digit) in GPM and gallons, respectively. Maintain minimum recommended pipe diameters prior to element. Provide interconnecting cable of sufficient length for the application.
- (6) Liner Material: Hard Rubber, PTFE or Elastomer
- (7) Electrode: 316 S.S.
- (8) Grounding Rings: 316 S.S.

8.64 GATE VALVES - The six inch gate valves shall be resilient seat valves and shall comply with the requirements of the AWWA Standard Specification C-509. It shall open by turning to the left, or counter clockwise.

An adjustable valve box of sufficient length for the depth of trench shall be furnished complete. All gate valves shall have a clear waterway of the full diameter of the valve and shall be opened by turning to the left. The operating nut shall have cast thereon an arrow indicating the direction of the opening. Each valve shall be designed for maximum working pressure of 200 psi. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the working pressure. Unless otherwise specified, valves shall be resilient seat non-rising stem. Valves shall have "O" Ring packing and a 2 inch operating nut. Valve disc and entire inside of valve body shall be coated with two part thermosetting epoxy coating, complying to AWWA C550.

8.65 STRAIGHT CAST COUPLING - There shall be furnished and installed as necessary, 6 inch Smith-Blair 431 Cast Coupling or Engineer approved equal.

8.66 CHECK VALVE - The ductile iron check valve shall be swing type flanged, flexible disc rated at 250 psi meeting AWWA C508 and NSF 61. The disc shall be fully encapsulated steel with nylon reinforcement in the flex area to ensure bubble tight shut off without backflow. It shall be a six inch valve Mueller Model No. 851A or approved equal.

8.68 WELL CONTROLS – Provided by Owner.

8.80 SHOP DRAWINGS - The successful Bidder prior to the installation of said equipment shall submit shop drawings for review and approval, in accordance with Section 22. Chemical analysis of the water and other information such as, the State of Nebraska Well Registration shall be submitted to the Engineer.

8.81 NRD DRILLING PERMITS – The City of Seward has applied for the necessary drilling permits for the new well(s). The driller is responsible for following the requirements of the UBBNRD drilling permit. All other permits shall be obtained by the Contractor.

8.82 WELL CONSTRUCTION - The Contractor shall submit to Nebraska Department of Natural Resources (with copies to the Engineer) a completed well registration and abandonment forms. This shall be incidental to the Bid items

8.83 WELL CONTRACTOR LICENSING – Well Contractor shall possess a valid water well Contractor's license issued by NDEE-Public Water Section.

8.84 SITE WORK, COMPLETE IN PLACE - Site grading at the well sites shall be performed by the Contractor. A soil borrow/disposal area is established by Contractor. The Contractor is to include in his Bid the hauling and placement necessary to attain the grades shown on the Drawings. Remove shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new fill material. Place fill material in horizontal layers not exceeding 6 inches loose depth and thoroughly compact each layer to a density equal to specifications outlined in Excavation, Trenching, Bedding and Backfilling Section.

Contractor to clean up and remove construction debris, drag and prepare the well sites for seeding at completion of the wells.

This item shall include all labor, equipment, and materials required to complete the following:

1. The site shall be final graded to a uniform slope as indicated on the Drawings. Tolerance for grades shall be plus or minus 0.1 of a foot. The grade shall consist of a prepared seed bed according to the seeding Specifications.
2. Furnish and apply seeding according to the Specifications.
3. This is a lump sum bid price for this work. No claims for additional payment will be considered by the Owner unless the site conditions substantially change or the scope of work is modified.

No direct payment will be made for these items but shall be considered subsidiary to the items of the Bid.

8.90 METHOD OF PAYMENT - Payment shall be lump sum for this item as called for in the BID and shall include the cost of all items described in this section complete in place, as shown on the drawings and related to the pump.

END OF SECTION 8

SW3 WELL, PUMP AND APPURTENANCES

8A.00 SCOPE - The work covered by this section of the specifications consists of furnishing all tools, materials, power, equipment, permits, certificates and incidentals, and performing all labor in constructing one water supply well, complete, including but not limited to, samples, records, water supply well casing, screen, gravel packing, test pumping and incidentals.

8A.10 GENERAL - All sections of AWWA Standard Specifications A100 shall apply unless the following specifications amend the Standards, in which case, these specifications shall apply.

A test hole was drilled by Sargent Drilling on February 19, 2021. Samples from the test hole and the Driller's Log were reviewed by Johnson Division. The driller's log, gravel pack, gradation, screen recommendation, can be obtained from the Owner. The Contractor must guarantee a sand free well. He must install the gravel pack and screen which will assure this.

8A.20 LOCATION - The well shall be located as shown on the Drawings.

8A.40 WELL SPECIFICATION

8A.41 WELL - The Contractor shall construct the gravel packed well to a depth of 122 feet below the natural ground level. The hole to be drilled shall not be less than 28 inches in diameter. The reverse-rotary or air rotary drilling shall be the method of construction. Drilling fluids and additives shall not impart toxic substances or promote bacterial contamination and shall comply with NSF 60 or 61. The drilling fluid shall be disinfected with at least 200 mg/L chlorine solution and shall comply with NSF 60 or 61. When the hole is drilled to the required depth, the permanent casing and screen shall be immediately installed with suitable centering guides. Centralizers shall be placed at the bottom of the well to insure alignment at the bottom of the well. Additional centralizers shall be attached at critical points. A stainless steel plate of the same thickness and material shall be welded to the screen. The screen shall be placed as indicated on the Drawings. Blank casing shall be installed between the screen and to a point 4 feet above the surface of the ground. After the casing and screen have been installed in the correct position, a bentonite seal 3' thick shall be placed at the bottom with a wall of recommended gravel pack placed around the screen and also in the annular space on the outside of the casing from the bottom of the screen to a point 6 feet above the screen. The remaining space shall be filled with bentonite clay chunks to a point 20 feet below the level of the ground. Bentonite clay grout and bentonite pellets, tablets, and chips, where indicated on the drawings, must achieve a weight of not less than 9.4 pounds of bentonite per gallon of mix. Bentonite pellets, tablets and chips can be used provided the material is high solids and can be installed without bridging or voids, and meets the 9.4 pounds of bentonite per gallon mix requirement. Bentonite clay chunks shall be sieved over a ¼ inch mesh screen to remove the fines prior to placement in the annular space.

The remaining 20 feet of open hole shall be backfilled with 5 feet of bentonite clay chunks, then a sand cement grout to provide a sanitary seal, shall be placed, all with a tremie pipe or a positive displacement method. The sand cement grout mixture shall consist of one 94 lb. bag of Portland cement (ASTM C150) to an equal volume of sand having a diameter no larger than 0.080 inches, with the addition of 5 to 6 gallons of water. Curing time, before construction may be resumed, shall be 72 hours and 36 hours for Type I and Type III Portland Cement, respectively.

8A.41a WELL CASING - The PVC well casing to be furnished and installed shall not be less than 16 inches in diameter designed and manufactured to meet or exceed the requirements of ASTM F480, NSF61, NSF 14 and ASTM D2837. The casing shall be a minimum OD of 16.0" with minimal wall thickness of 0.941 inches or SDR 17. The casing shall weigh approximately 31.66 lbs/ft. The casing

shall be fastened by non-metallic couplings designed for an integral system similar to Certa-Lok or Shur-grip for well casing.

Where the PVC casing joins to the stainless steel screen the screen shall have a spline manufactured into the stainless steel adapter or Shur-grip transition.

8A.41b SCREEN - The well screen shall not be smaller than 16-inch nominal diameter. It shall be constructed of type 304 stainless steel. The screen must have sufficient structural strength to function properly both during installation and operation, and the inlet slots shall be designed with sharp outer edges, widening inwardly so as to be non-clogging. The screen shall be Johnson V-shaped Screen Watermark or approved equal by the Engineer. The end fittings shall be provided consistent with the well design. A stainless steel plate of the same material and thickness as the screen, shall be welded to the bottom of the deepest segment of the screen. The screen shall remain suspended from the surface until the gravel pack has been added.

The diameter, length and wire shapes or shapes of the well screen shall be such that the desired yield of the well will be transmitted through the slot opening at a maximum calculated entrance velocity of 0.1 feet per second. The screen shall provide a minimum of 242 in²/ft. open area with 0.100 inch slot opening. Screen slot size shall conform to the current standard of AWWA A100.

The well screen shall be certified by the well screen manufacturer to guarantee structural integrity for items such as column loading and collapse pressure.

8A.41c GRAVEL - The recommended gravel pack and gravel should be free of foreign matter, clean, well rounded particles of sound siliceous material. The gravel pack specific gravity shall have 95% of material greater than 2.5. The recommended gravel pack shall be sized to allow for obtaining sand free water from the well. The recommended gravel pack gradation is shown on the Drawings. A gravel similar to the designated gravel pack is available from Northern Sand and Gravel, called Northern ¼" x 1/8". All materials considered shall have a sieve analysis performed and submitted for approval before acceptance.

The Contractor shall be responsible for insuring that the gravel material is adequately disinfected during installation. Disinfection for the gravel pack shall be 200 mg/L. Any gravel in contact with the ground during storage shall not be used.

The gravel shall be placed by the use of a tremie pipe or lowered to the bottom of the space with a method approved by the Engineer. As gravel is poured into tremie pipe, water shall also be poured in to help carry the filter material.

8A.42 TESTS

8A.42a PLUMBNESS AND ALIGNMENT TESTS - All wells shall be constructed and all casings and liners set round, plumb, and true to line as defined herein. To demonstrate the compliance of the work with the requirements, the Contractor shall furnish all labor, tools and equipment and perform the test or tests described herein. The test for plumbness and alignment shall be made following construction of the well, and before test pump equipment is installed. The Engineer shall be notified in advance of when the tests are to be performed.

Alignment shall be tested by lowering into the well to a depth of at least 10 feet a section of pipe 40 feet long or a dummy of the same length. The outer diameter of the test pipe or dummy shall not be more than 1 inch smaller than the inside diameter of that part of the casing or hole being tested. The dummy when lowered into the casing shall pass freely the entire depth of the well.

The test for plumbness shall be made with a plummet and a plumb ring or plunger 1/4 inch smaller in diameter than the inside diameter of the well casing. The test procedure and equipment shall be done in accordance with the current standard of AWWA A100.

Should the plumb or dummy fail to move freely through the specified length of casing or hole, or should the well vary from the vertical in excess of two thirds of the smallest inside diameter of that part of the well being tested per 100 feet of depth, the plumbness and alignment of the well shall be corrected by the Contractor at his own expense. Records of deflection reading and all other pertinent information shall be kept and made a part of the permanent well logs and records. Should the Contractor fail to correct the faulty alignment and plumbness, the Owner or his Representative may refuse to accept the well.

8A.42b DEVELOPMENT TEST - After the well has been initially cleaned, the development process shall begin including a minimum of 8 hours of surging and bailing the well. The Contractor shall furnish all labor, materials, equipment and incidentals required to complete the well development.

Surging shall be done by either a solid or valved surge block. Surging shall start at the bottom of the lowest screen in the well and proceed upward. Sediment shall be removed immediately. All surging methods shall have prior approval of the Engineer. Agitation shall not be accomplished with compressed air.

The well shall be fully developed to obtain the maximum yield of water per foot of drawdown and extract the maximum practical quantity of sand from the water bearing strata that would be drawn through the screens during the life of the well. The well shall be surged, cleaned and then developed until the water produced has a turbidity not greater than 10 units, and contains not more than 1 part per million of sand by weight.

8A.42c TEST FOR YIELD - After the well has been completely developed, the Contractor shall notify the Engineer and shall make the necessary arrangements for conducting a final pumping test. The Contractor shall furnish all labor, materials, equipment and incidentals required, and shall perform a pumping test of the completed well. The equipment shall be capable of pumping to the required point of discharge a maximum of at least 750 gpm with a pumping level 90 feet below ground but with satisfactory throttling devices so that the discharge may be reduced to 400 gpm. Under no circumstances will the permanent pump equipment be used. Water shall be discharged from the pump as shown on the Drawings or by prior approval from the Owner to avoid damage or flooding.

A calibrated flowmeter or discharging orifice of proper dimensions and a transparent plastic manometer tube for measuring the pumping rate shall be installed at the end of the discharge pipe.

The pumping unit shall be complete with prime mover of ample power, controls and appurtenances and shall be operating without interruption for a period of 24 hours. The length of time for which the final test should run depends entirely on the local conditions. Due to these conditions the BID will be based on 24 hours of pumping, however, the Contractor shall be paid by the actual pump running hour for the final pumping test. An important part of the test is the yield after the water level in the well has become practically stationary. The test shall be run until the water level is stabilized while pumping at a constant rate and continued to insure the conditions do not vary. Under no circumstances shall the amount of drawdown exceed 75% of the depth of the static water level to the bottom nor shall it reach any screened area.

Discharge shall be checked and adjusted, if necessary, every 10 minutes during the first hour of pumping and at 30-minute intervals thereafter. The discharge and time of measurement shall be recorded each time it is checked and a note made of any adjustments. The static or non-pumping water level trend shall be established prior to the start of the test. Drawdown shall be measured in the existing test well and new municipal well utilizing a pressure transducer. Data from the transducer will be collected by a data logger

provided by the Engineer or by the Contractor. The Engineer will charge the Contractor \$1,200 to provide and operate the data logger for the 24-hour period. The equipment will be capable of collecting the data at logarithmic intervals with 1-second minimum collection interval. The data logger will collect water levels at time intervals selected by the Engineer. Water levels will be monitored with the data logger before start-up, during the test, and during recovery. Hand recorded water level measurements will be taken in the test well and completed municipal wells every hour during pumping and recovery. On completion of pumping, recovery measurements shall be made at a schedule equivalent to the schedule at the start of pumping.

If following this twenty-four hour period of test pumping, additional pumping is required to clean or clear the well, this work shall be considered incidental to the contract and not a direct pay item. Recovery readings shall be considered incidental to the contract and not a direct pay item. When the pumping data has been collected, submitted to, and analyzed by the Engineer, the selected pump may be ordered. Appropriate revisions in costs will be made if test data indicates actual conditions justify a non-specified pump or motor. If the Contractor provides data logging the results of the pump test and recovery test must be submitted to the Engineer on a computer disk in a form usable by the Engineer.

8A.42d WATER ANALYSIS - The Contractor shall collect the required samples of water from the well at the end of the pumping test and shall have the Nebraska Department of Health and Human Services perform a New Well Test Analysis or Total Water Quality Scan. Two copies of the results shall be submitted to the Engineer before final acceptance.

8A.43 DISINFECTION - After the Well has been completely constructed and pumps and appurtenances have been installed, it shall be thoroughly cleaned of all foreign substances. The casing pipe shall be thoroughly swabbed, using alkalis if necessary, to remove oil, grease or joint dope. The well shall then be disinfected with a chlorine solution of calcium hypochlorite resulting in at least 100 mg/L of free available chlorine. The solution shall be performed in accordance with the latest revision of AWWA Standard C-654. Chlorine solution shall be prepared and applied in accordance with the direction of, and to the satisfaction of, the Engineer, and shall remain in the well for a period of at least twelve hours.

Just prior to setting the pump, the pump and pump column with motor shall be washed down with a chlorine solution having an initial free available chlorine concentration of at least 200 mg/L.

Before each completed well can be placed in service, two water samples, free of chlorine, taken at least 24 hours apart from each well, shall be submitted to the State Department of Health Laboratory for the detection of coliform and noncoliform bacteria. The results shall be submitted to the Engineer. If the laboratory analysis shows presence of any coliform and noncoliform bacteria, disinfection and analysis shall be repeated until two consecutive zero bacteria counts are obtained.

8A.44 SAND GUARANTEE - The Contractor guarantees the total sand content of the well as constructed shall not produce sand in excess of 1.0 part per million parts by weight of a representative water sample collected from the pump discharge. A representative sample shall be at the start up of the well and throughout the operation of the test period. The Contractor will provide facilities for collecting samples as required by the Engineer. A standard hose bib shall be located between the temporary discharge head and the temporary flow measuring device. The Engineer shall provide the necessary P.V.C. tubing and capsule filter for the initial sand measuring test. Should the initial test fail, the Contractor shall pay the Engineer \$1200 for each additional test.

8A.45 TEMPORARY CAPPING - At all times during the progress of the work, the Contractor shall protect the well in such a manner as needed to prevent foreign matter from entering or intruding from tampering with it. Upon completion of the well, the Contractor shall provide and set a substantial screwed, flanged, or welded cap satisfactory to the Engineer.

8A.46 REPAIRS - In the event that the guarantees are not met, the unacceptable conditions shall be rectified at the Contractor's expense, and no money shall be due and payable until such repairs are successfully completed.

8A.47 MISCELLANEOUS - The well shall meet all applicable State, Federal and Local codes, be in accordance with AWWA recommendations, be approved by the Engineer for plumbness and alignment prior to acceptance and be capped for safety.

8A.50 PUMP CONSTRUCTION

8A.51 PUMP - The pump to be furnished and installed shall be water lubricated and comply with all applicable regulations of the State Department of Health and AWWA Standard Specification E103. The motor driven turbine type pump shall have a capacity of 500 gpm against a total head of 255 feet shall have a well lift of 90 feet at a 80% minimum design efficiency. The exact pump and depth of pump setting will be determined after the completed well has been test pumped.

The pump discharge head is to be of cast iron, or cast semi-steel, with a smooth well finished surface. The head shall have a 6-inch flanged discharge opening, heavy duty packing gland, steel mounting base, pre-lubrication connection, 1-1/2 inch screened vent return bend with 24 mesh stainless steel screen and a tap for a drawdown pipe. A base drain shall be provided and plumbed to 18" above the floor drain, terminated in a downward position and covered with a 24 mesh stainless steel screen. The design shall permit the drive shaft to be coupled above the stuffing box to facilitate easy removal and replacement of the driver. A cast iron stuffing box shall be of the deep bore type with rings of packing and a seal cage. Connections for grease inlet and pressure relief shall be provided. This pressure relief shall be placed between the upper and lower packing rings with a lantern ring to insure a non-leaking packing gland assembly. The packing gland shall be the bronze split type and secured in place with stainless steel studs and silicon bronze nuts. Packing glands which cannot be removed from the shaft while repacking the stuffing box are not acceptable. The stuffing box bearing shall be ASTM B505 bronze. The pump head shall be equipped with a separate cast iron base plate designed so as to permit a 1-inch extension of the well head casing up into the base plate. The base plate and pump head shall have a machine fit to seal the well from potential contamination due to oil leaks and spills. Caulking of the mating surface between the pump head and base plate in lieu of a machine fit is unacceptable. The base plate shall be grouted permanently into the concrete foundation. The concrete shall slope downward away from the base plate pump head connection to cause spilled fluids to flow away from the pump head.

The motor and pump head shall be of unit drive construction. The thrust bearing shall have ample capacity to carry all the rotating parts plus the hydraulic thrust of the pump impellers, and have an ample safety factor.

8A.52 MOTOR – The forty (40) horsepower motor for the well shall be of the vertical hollow shaft, equipped with a non-reverse ratchet and drive shaft, Premium Efficiency, 1.15 SF, Inverter Duty per NEMA MG-1, Part 31. The screened drip-proof motor shall be a 3 phase, 60 cycle, shall be of a proper size to drive the pump continuously under head conditions at any point on the performance curve with minimum full load efficiency of 92%. The motor shall be designed and applied in conformity with NEMA, NEC, ANSI, IEEE and AFBMA standards for the particular application and service. Provide motor high temperature thermostats in stator windings and 120 vac single phase space heater wired to terminal box. Speed shall be 1800 rpm nominal. Motor shall be U.S. Motor or Reliance.

8A.53 DISCHARGE COLUMN - The 6-inch column pipe shall be ASTM A-53 standard weight not less than 18.97 lbs./ft. steel pipe. The pipe shall be interchangeable sections not over 10 feet in length with joints butted to insure perfect alignment after assembly. The top and bottom sections of column pipe shall not exceed 5 feet in length. The top 5 feet section shall be a solid stainless steel shaft through the stuff box with a monel sleeve. Shaft shall be 1-1/4 inch for 75 Hp and less; 1-1/2 inch for motors greater

than 75 Hp. The 1-1/4 inch or 1-1/2 inch stainless steel sleeved line of ASTM A108 Grade 1045 steel ground and polished shaft shall be of ample size to operate the pump without distortion or vibration. The vibration displacement (peak-to-peak) as measured at any point on the machine shall not exceed 4 mils. Excessive vibration shall be sufficient cause for rejection of the equipment.

A column bearing shall be furnished at each column coupling. Each bearing is to be supported in a bronze cast spider. Bearings are to be water lubricated and are to be of cutless synthetic rubber. Base Bid shall include 90 ft. of discharge column.

8A.54 BOWL ASSEMBLY - The pump bowls shall be of close grained cast iron free from blow holes, sand holes and all other faults, accurately machined and fitted to close dimensions, equivalent to ASTM A48. All bowls shall be enamel coated. The suction case and intermediate bowls shall be fitted with replaceable wear rings of bronze, ASTM B505. The impeller shaft shall be of stainless steel ASTM A276, Grade 410 and shall be supported by water lubricated rubber or bronze bearing. The impellers shall be enclosed type, cast of bronze, ASTM B584, accurately machined and finished and perfectly balanced and securely attached to the impeller shaft with a stainless steel collet of ASTM A582 Grade 416 stainless steel. All cap bolts or cap screws shall be stainless steel.

8A.55 SUCTION PIPE AND STRAINER - A suction pipe of Schedule 40 black steel five feet in length and of proper diameter shall be provided. A galvanized cone strainer having a net inlet opening area of not less than four times the area of the suction pipe shall be provided.

8A.56 DRAWDOWN LINE AND GAGE - A suitable air line of 1/4 inch O.D. plastic tubing of sufficient length to extend from the surface to the top of the bowl assembly with a 4-1/2 inch water level gauge reading in feet equal to U.S. Gauge No. 11937 or Type A566 and connections for air pump shall be installed and furnished with a suitable tire pump for operation. The length of the drawdown line shall be permanently recorded and displayed in the well house. Tubing shall fasten to column at intervals not to exceed 10 feet. The airline tube shall pass through the pump base inside the well casing in a manner that will provide for a watertight seal between the pipe and the pump base.

8A.57 WATER LEVEL INNER CASING - Provide 1 1/4" Schedule 80 water level casing securely attached to the discharge head. The water level casing shall be attached to the column piping at a minimum of 10' intervals. The length of the Schedule 80 casing shall be to the bottom of the screen of each well. The last 20' of the casing shall be slotted to allow for water movement. A cap with a hole drilled in the end shall be attached to the slotted section.

The Hydrostatic Level Sensor and Transmitter shall be capable of fitting in the inner casing and suspended with cable hanger. The probe shall convert hydrostatic pressure to linear level proportional signal. The probe shall be atmospheric pressure compensated with a 4-20 mA DC output and 24VDC 2-wire power. The probe shall be 316 SS with manufacturer supplied cable length to reach from the probe to the RTU without requiring a splice. Acceptable manufacturers are KPSI, AST, Dynotek Slimline "G" and Endress + Hauser Waterpilot.

8A.58 GAUGE PRESSURE TRANSMITTER - Provide a gauge pressure transmitter, 0-150 psi range, 4-20mA 2 wire output, stainless steel wetted parts, block and bleed valves, microprocessor based electronics, LCD digital display, Rosemount 2088, Endress+Hauser Cerebar, or approved equivalent. 1/2" tap mount to discharge pressure line downstream from flowmeter. Wire transmitter output for connection to RTU.

8A.60 VALVES, PIPING AND FITTINGS - Valves, piping and fittings shall be installed as shown on the drawings and appurtenances not specified herein shall conform to the "Watermain, Valves, Hydrants and Appurtenances" section of this specification. All piping from the discharge head to 10 feet outside the building shall be mechanically restrained or flanged at each joint. All thread rod is acceptable.

Two smooth nosed sampling taps, a hose bib with anti-siphon device and a 1 inch future tap shall be furnished and installed. All sampling taps and hose bibs have a Series 351, Neles-Jamesbury Ball valve installed prior to primary device. The future 1 inch tap shall be on the lower side of the blow off tee.

8A.61 FLOW METER - Provide flow meter on the discharge header with magnetic flowmeter subject to compliance with NSF and preferred AWWA C-715 providing bi-directional flow. The meter will have to meet upstream and downstream spacing requirements to maintain accuracy. Acceptable manufacturers are ABB Type FER, Badger Rosemount, Fischer & Porter, Endress & Hauser, and Siemens 5100.

- (1) Size: 6 inches
- (2) Power Requirements: 120 Volt AC
- (3) Accuracy: minimum 0.4% percent of flow rate
- (4) Signal Output: 4-20 ma and pulse
- (5) Enclosure: NEMA 4x, Class I Div. 2. Provide integral transmitter displaying rate of flow and non-volatile, non-resetting total flow (minimum 6 digit) in GPM and gallons, respectively. Maintain minimum recommended pipe diameters prior to element. Provide interconnecting cable of sufficient length for the application.
- (6) Liner Material: Hard Rubber, PTFE or Elastomer
- (7) Electrode: 316 S.S.
- (8) Grounding Rings: 316 S.S.

8A.62 GATE VALVE - The six-inch gate valve in pump house shall meet the requirements of the AWWA Standard Specification C-509 or C-515. The valve shall be flanged, non-rising stem with 150 psi working pressure. It shall open by turning to the left, or counter clockwise. It shall be double disc gate type and shall be provided with a handwheel.

8A.63 CHECK VALVE - The ductile iron check valve shall be swing type flanged, flexible disc rated at 250 psi meeting AWWA C508 and NSF 61. The disc shall be fully encapsulated steel with nylon reinforcement in the flex area to ensure bubble tight shut off without backflow. It shall be a six inch valve Mueller Model No. 851A or approved equal.

8A.64 AIR RELEASE VALVES - There shall be furnished and installed one two-inch combination air/vacuum valve similar to Clow Well Service Air Valve, 5408 Model C, APCO Model No. 144 WD or Engineer approved equal. The schedule 40 steel valve piping shall terminate near the floor drain in a down-turned position at 18 inches above the floor and covered with 24 mesh screen. Piping shall be schedule 40 steel. Two valves with handwheels shall be furnished and installed with the air release piping. One valve shall be located near the well discharge piping. The other shall be located horizontally on the discharge piping.

8A.65 BLOW-OFF - A 4-inch Blow-off gate valve shall be furnished and installed as shown on the branch of the tee.

8A.66 STRAIGHT CAST COUPLING - There shall be furnished and installed one 6-inch Ford FC1-ESH iron coupling or Engineer approved equal.

8A.67 PRELUBE SOLENOID VALVE - A normally open 1/2 inch 150 psi solenoid valve ASCO Model No. 8215A23 or approved equal shall be furnished and installed.

8A.68 PIPE SUPPORTS – Where indicated on the Drawings, pipe supports shall be Anvil Figure #264, Kellogg, PT&P or Bergen-Patterson, with the proper cradle size for the pipe.

8A.70 MOTOR CONTROL, WIRE AND CONDUIT - The motor control, wire and conduit shall be in accordance to the drawings and/or the sections of this specification.

8A.80 SHOP DRAWINGS - The successful Bidder prior to the installation of said equipment shall submit five (5) copies of shop drawings for review and approval. Also the sieve analysis of the gravel, chemical analysis of the water and other information such as, the State of Nebraska Well Registration shall be submitted to the Engineer.

8A.81 NRD DRILLING PERMITS – The City has applied for the necessary drilling permits for the new well(s). The driller is responsible for following the requirements of the UBBNRD drilling permit. All other permits shall be obtained by the Contractor.

8A.82 WELL CONSTRUCTION - The Contractor shall submit to Nebraska Department of Natural Resources (with copies to the Engineer) a completed well registration and abandonment forms. This shall be incidental to the Bid items

8A.83 WELL CONTRACTOR LICENSING – Well Contractor shall possess a valid water well Contractor's license issued by NDHHS.

8A.84 SITE WORK, COMPLETE IN PLACE - Site grading at the well sites shall be performed by the Contractor. The Contractor is to include in his Bid the hauling and placement necessary to attain the grades shown on the Drawings. Remove shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new fill material. Place fill material in horizontal layers not exceeding 6 inches loose depth and thoroughly compact each layer to a density equal to specifications outlined in Excavation, Trenching, Bedding and Backfilling Section.

This item shall include all labor, equipment, and materials required to complete the following:

1. The site shall be final graded to a uniform slope as indicated on the Drawings. Tolerance for grades shall be plus or minus 0.1 of a foot. The grade shall consist of a prepared seed bed according to the seeding Specifications.
2. Furnish and apply seeding according to the Specifications.
3. This is a lump sum bid price for this work. No claims for additional payment will be considered by the Owner unless the site conditions substantially change or the scope of work is modified.

No direct payment will be made for these items but shall be considered subsidiary to the items of the Bid.

8A.90 METHOD OF PAYMENT - Payment shall be lump sum for this item as called for in the BID under "Well, Pump and Appurtenances" and shall include the cost of all items described in this section complete in place, as shown on the drawings and related to the well and pump.

END OF SECTION 8A

WELL HOUSE

OWNER/CONTRACTOR TO CONSTRUCT WELL HOUSES AND INTERIOR ELECTRICAL. CONTRACTOR TO PROVIDE FOUNDATION, FLOOR, HVAC, CHLORINE OUTLET, DISCHARGE PIPING, PAINTING AND APPURTENANCES, PER DRAWINGS AND SPECIFICATIONS

9.00 SCOPE - Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to performing all operations in connection with the construction of a well house complete in accordance with this section of the specifications and the applicable drawings.

9.10 EXCAVATION - Excavation shall be done in accordance with Section 6, "EXCAVATION, TRENCHING, BEDDING AND BACKFILLING" which forms an integral part of these specifications. The Contractor shall excavate the site to elevations and dimensions indicated on the drawings and allow extra space for construction operations and inspection of foundations.

9.11 SUITABLE BEARING - When suitable bearing is not encountered at the depth indicated on the drawings for foundations, the Contractor shall immediately notify the Engineer and not proceed further with his excavation effort until volumetric measurements are made to establish additional volume of excavation required. Contract price will be adjusted if additional excavation is required.

9.12 FILL UNDER FOOTINGS - Any excess cut under footings shall be filled with concrete.

9.13 DRAINAGE FILL UNDER FLOOR SLABS - Washed, evenly graded mixture of crushed stone, crushed or uncrushed gravel, ASTM D 448 coarse aggregate size 57 with 100% passing a 1-1/2" sieve and not more than 5% passing a No. 8 sieve. Fill shall be thoroughly compacted.

9.14 BACKFILL - Backfill material shall be naturally occurring site soils or borrow soil material of ASTM D 2487 soil classification groups CL, GW, GP, GM, ML, SW, SP and SM; free of waste, debris, frozen materials, vegetation and rock or gravel larger than 1/2 inch in any dimension. Backfill material shall contain less than 1-1/2 percent of organic or other deleterious materials.

Backfill against foundation walls shall be done after the approval of the Engineer has been obtained. The backfill material shall be placed and compacted in a workmanlike manner to minimize settlement and avoid damage to walls and other work in place.

9.20 CONCRETE - Concrete shall be composed of Portland cement, aggregate and water. Air-entrainment shall be provided with air-entraining Portland cement or by adding an air-entraining agent. See Section 11 for other requirements.

9.26 CONCRETE ACCESSORIES & MATERIALS

9.26a JOINT MATERIALS - Preformed fillers for joints shall conform to the requirements of AASHTO M33 or M213; ASTM D994 or D1751 as specified. Other types approved by the Engineer may be used.

9.26b EXPANSION JOINT FILLER - Furnish preformed 1/2" thick, bituminous fiber type expansion joint filler conforming to AASHTO Designation M58-42 and M59-42. Height equal to slab thickness. Furnish with continuous 1/2" removable plastic joint cap.

9.26c JOINT SEALANT - Horizontal expansion and control joints shall be filled with I-Part self-leveling polyurethane sealant complying with TT-S-227E and ASTM C-920, equal to "Pecora" NR-200 Urexpan Type 1, or NR-201 Urexpan 1 - Part sealant.

Color - Gray

9.26d PERIMETER INSULATION (TRENCH FOOTING) - Rigid, extruded Polystyrene Rigid Foam Insulation Board, compressive strength 25 lbs./sq.in. Minimum R @ 75 Degrees F. to be 5. Butt all joints tight. Secure insulation board against interior wall of trench excavation with approved attachments and protect top edge from damage prior to placing the floor slab.

9.26e VAPOR BARRIER - Barrier membrane under the floor slab shall be 6 mil weight sheet plastic in sheets as wide as possible to reduce the number of joints. Tape or cement seal any joint as recommended by the manufacturer of the membrane.

9.27 FORMS - Forms shall be constructed to slope, lines and dimensions as shown on the drawings, plumb and straight and sufficiently tight to prevent leakage; braced and shored to prevent displacement and to safely support construction loads. Wood forms shall be kept as wet as necessary to prevent shrinkage.

9.29 CONCRETE HARDENER - Apply chemical hardener floor treatment after finishing floor slab in accordance with manufacturer's printed instructions.

Chemical hardener; colorless, aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent, containing not less than 2 lbs. fluosilicate per gallon. Provide materials which do not react with, inhibit, or otherwise interfere with adhesives and bonding of future floor finishes. Approved products and manufacturer's are as follows:

"Hornolith" by A.C. Horn/W.R. Grace "Flouhard" by L&M Chemicals
"Saniseal" by Master Builders Co. "Pena-Lith" by W.R. Meadows
"Lapidolith" by Sonneborn-Contech

9.37 CAULKING - Vertical control joints, perimeters of window and door frames, wall louvers, pipe sleeves, etc. shall be caulked with 2-part non-sag (tooled joint) polyurethane sealant complying with TT-S-227E and ASTM C-920, equal to "Pecora" Dynatrol 11, Type II, or Dynatrol 1 (1-part sealant).

Color - Gray

Equal products from the following manufacturers will be acceptable: Tramco, Sonneborn, AEP, ATAS International

9.50 HEATING - The Contractor/Owner will provide HVAC.

9.60 ELECTRIC WORK - All work shall be done in accordance with the current National Electric Code, NFPA #70 and any or all local building laws or ordinances in force in the state, county, or municipality. The Contractor shall make application for any or all permits required and shall pay lawful fees for the same. All conduits are to be as indicated on the Plan View, Rear Elevation View and Electrical Panel Detail.

All exposed conduit to be surface mounted, vertical runs keeping horizontal runs to a minimum. No angle shortcuts will be permitted. Lighting conduit to be concealed above the ceiling. Conduit to pump motor and controls concealed below the floor. All wiring to the pump and center of the floor equipment shall be in conduit concealed below the floor.

9.64 FIXTURE, SWITCHES AND CONVENIENCE OUTLETS - The Contractor shall furnish and install all light fixtures, including 150 watt lamps with components bearing the Underwriters' Laboratories' label of approval. Interior fixtures shall be three (3) surface mounted ceiling lights KILLARK "V" series

Vaportight complete with gaskets, mounting plate and 150 W lamp. VFC 200 fixture body cap, VCG 200 clear globe, VGC2 box.

Exterior fixture shall be a wall mounted bracket light equal to Prescolite #WB-2 120 Volt with 100 Watt lamp.

The Contractor shall furnish and install a 20 amp 125 volt weather proof switch(es) with metal coverplate.

The Contractor shall furnish and install weather proof ground fault interrupter (GFI) duplex outlets.

The Contractor shall furnish and install commercial grade galvanized steel trim plates appropriate for the devices covered.

9.70 PLUMBING WORK - The Contractor shall furnish and install one 2" floor drain Tyler 730, Smith 2031, Zurn Z-453 HN, or approved equal at the location indicated on the drawings. 2" P.V.C. underfloor drain pipe to penetrate wall and discharge at grade.

9.88 CHLORINE EQUIPMENT – The City provides water quality monitoring and chlorination at the WTP. Provide an interlocked electrical outlet for temporary disinfection at the well house.

9.91 PAINTING - New internal and external surfaces shall be cleaned and made free of harmful scale, rust, dirt, dust, loose paint, grease, moisture and other foreign material.

9.91a JOB CONDITIONS - Paint the following elements, unless otherwise indicated on the drawings or in the Contract Documents:

1. All piping apparatus from and including to 6" below the concrete floor
2. Aluminum buried, built into fixed to, adjoining dissimilar materials, or any combination thereof
3. Metal doors and frames, including both faces, top, bottom and edges
4. Concrete roof deck
5. New machinery and equipment

Do not paint the following elements:

1. Stainless steel surfaces
2. Exposed or prefinished aluminum surfaces not buried or in contact with dissimilar metals or concrete
3. Undamaged factory finished mechanical equipment
4. Factory finished control panels, electrical equipment
5. Door hardware and related items
6. Concrete floor (provide hardener)

9.91b SURFACE PREPARATION

Prepare ferrous metal surfaces for paint in the following manner:

1. Ensure fabrication, welding or burning is complete. Chip or grind off flux, spatter, slag, or other laminations left from welding. Remove mill scale. Sandblast, if required by the Engineer. Grind smooth rough welds and other sharp projections.
2. Prime abrasive blasted surface within eight hours or prior to rust bloom.
3. Prepare galvanized metal by solvent wiping and sanding, abrasive blasting or chemically etching in accordance with instructions of paint manufacturer.

4. Prepare surfaces according to prescribed conditions above for equipment that does not have primer coat compatible with paint system described in this Section and reprime with compatible primer.

Prepare copper and brass surfaces for paint in the following manner:

1. Remove flux residue from joints and sand to surface.
2. Solvent clean in accordance with SSPC-SP1 with xylol.
3. Prepare copper and brass metal according to paint manufacturer written instructions.

Prepare aluminum surfaces for paint in the following manner:

1. Solvent clean in accordance with SSPC-SP1 with alcoholphosphoric acid.
2. Brush blast in effort comparable to SSPC-SP7 or acid etch in accordance with instructions of primer manufacturer.

Prepare plastic (PVC) surfaces in the following manner:

1. Solvent clean in accordance with SSPC-SP1 with butyl cellosolve followed by xylol.
2. Roughen surfaces.
3. Final surface preparation as per primer manufacturer.

Prepare concrete block masonry surfaces for paint in the following manner:

1. Do not apply paint until moisture content of joints and masonry falls below 8 percent.
2. Apply prime coat on exposed surfaces to produce uniform surface.

Prepare poured or precast concrete surfaces (excluding prefinished precast panels) for paint in the following manner:

1. Concrete to be cured for minimum of 28 days. Moisture content to be less than 8 percent before painting.
2. Abrasive blast in accordance with SSPC-SP13 to remove loose concrete and laitance, and to provide tooth for bonding.
3. Surfaces to be clean, dry and free from curing compounds, oils, grease, dirt, previous coating, or other foreign material.

Prepare factory finished equipment surfaces required to be painted in the following manner:

1. Solvent clean in accordance with SSPC-SP1.
2. Spot prime damaged areas on existing coatings. Lightly sand and wipe clean before painting.

9.91c PAINT SYSTEM PRODUCTS - The Contractor shall paint all apparatus with paint system by Koppers Company, Tnemec Company or otherwise noted manufacturers.

All interior ferrous surfaces (dry environment) shall receive:

| | |
|------------------|--|
| Prime coat | Tnemec Series 1 Omnithane @ 2.5 to 3.5 dry mils |
| Primer Touch-up | Tnemec Series 1 Omnithane |
| Two Finish Coats | Tnemec Series 1028 Enduratone @ 2.0 to 3.0 dry mils per coat |

All exterior ferrous surfaces shall receive:

| | |
|------------------|--|
| Prime coat | Tnemec Series 1 Omnithane @ 2.5 to 3.5 dry mils |
| Two Finish Coats | Tnemec Series 1028 Enduratone @ 2.0 to 3.0 dry mils per coat |

For all ferrous piping subject to condensation or continually filled with liquids:

| | |
|------------------|--|
| Prime Coat | Tnemec Series 1 Omnithane @ 2.5 to 3.5 dry mils |
| Two Finish Coats | Tnemec Series N69 Hi-Build Epoxoline II @ 4.0 to 5.0 dry mils per coat |

For all ferrous piping subject to corrosive environments or wastewater applications:

| | |
|-----------------|---|
| Prime Coat | Tnemec Series 1 Omnithane @ 2.5 to 3.5 dry mils |
| One Finish Coat | Tnemec Series 446 Perma-Shield MCU @ 5.0 to 7.0 dry mils per coat |

All factory finished equipment shall receive:

| | |
|-------------|---|
| One Coat | Tnemec Series 27 Typoxy @ 3.0 to 4.0 dry mils |
| Finish Coat | Tnemec Series 1074U @ 2.5 to 3.5 dry mils |

All aluminum surfaces which are buried, in contact with concrete or adjoining dissimilar metals shall receive:

| | |
|------------|---|
| Prime Coat | Tnemec Series 46H-413 Hi-Build Tneme-Tar @ 8.0 dry mils |
|------------|---|

All interior concrete and concrete block masonry surfaces in wet environment shall receive:

| | |
|------------------|--|
| Prime Coat | Tnemec Series 104 H.S. Epoxy @ 90 to 110 sf/gal. |
| Two Finish Coats | Tnemec Series N69 Hi-Build Epoxoline II @ 5.0 to 6.0 dry mils per coat |

* Backroll prime and first finish coat to create a pinhole free surface

All exterior concrete and concrete block masonry surfaces being colored shall receive:

| | |
|------------------|---------------------------------------|
| Prime Coat | Prime-a Pell C662 @ 80-120 sf/gal |
| Two Finish Coats | Conformal stain C607 @ 100-125 sf/gal |

All interior and protected exterior plywood surfaces shall receive:

| | |
|-------------|---|
| Prime Coat | Tnemec Series N69 Hi-Build Epoxoline II @ 2.5 to 5.0 dry mils |
| Finish Coat | Tnemec Series N69 Hi-Build Epoxoline II @ 2.5 to 5.0 dry mils |

Colors shall be selected by the Owner from a color schedule for buildings and structures. Wastewater and water piping shall be in accordance with Ten State Standards. If equipment is coated with coal tar or bituminous surface, prime in accordance to manufacturer's recommendations. Then paint as required.

9.92 SHOP DRAWINGS - The successful Bidder prior to the installation of said work shall submit shop drawings to be used by the Engineer for review and approval.

9.93 METHOD OF PAYMENT - Payment shall be lump sum for this item as called for in the BID and shall include cost of all items described in this section completed in place, as shown on the drawings and related to the house.

9.94 SIGNAGE TO BE PROVIDED ON WELL HOUSE DOOR - Common name of the chemical. A signal word such as "WARNING" or "DANGER" as described below:

1. Signs depicting "WARNING" must be yellow with black lettering to identify a potentially hazardous situation.
2. Signs depicting "DANGER" must have the word "DANGER" highlighted on a bright red background and be used for conditions that indicate an immediately hazardous situation.

Identification of the key hazard such as flammable or vapor harmful, etc.

A statement of precaution to avoid the hazards.

A color-coded diamond that readily distinguishes the degree of emergency health hazard (blue), fire hazard (red), reactivity hazard (yellow), and any other special hazards the chemical may represent. The following describes the appropriate labeling conditions:

FIRE HAZARD -----RED

- 0 --- WILL NOT BURN
- 1 --- WILL IGNITE IF PREHEATED
- 2 --- WILL IGNITE IF MODERATELY HEATED
- 3 --- WILL IGNITE AT MOST AMBIENT CONDITIONS
- 4 --- BURNS READILY AT AMBIENT CONDITIONS

HEALTH HAZARD -----BLUE

- 0 --- MINIMAL HAZARD
- 1 --- SLIGHTLY HAZARDOUS
- 2 --- HAZARDOUS
- 3 --- EXTREME DANGER
- 4 --- DEADLY

REACTIVITY HAZARD -----YELLOW

- 0 --- STABLE AND DOES NOT REACT WITH WATER
- 1 --- UNSTABLE IF HEATED
- 2 --- VIOLENT CHEMICAL CHANGE
- 3 --- SHOCK AND HEAT MAY DETONATE
- 4 --- READILY CAPABLE OF DETONATION AT NORMAL TEMPERATURE AND PRESSURE

SPECIFIC HAZARDS -----WHITE

- OX --- OXIDIZER
- ACID --- ACID
- ALK --- ALKALINE
- COR --- CORROSIVE
- W --- REACTIVE WITH WATER



RADIOACTIVE

All the above information can be obtained from the chemical Material Safety Data Sheets (MSDS) for each chemical. The public water system must retain the most current copy of all MSDS(s) for all chemicals used in the treatment of potable water and have the MSDS located in an area so that they are available and accessible to all water operators and facility personnel.

All signage installed on entrances to water treatment facilities or rooms within the facilities must be located so that signage is readily visible to individuals entering the facility or rooms within the facility.

Price shall be included in the well house.

END OF SECTION 9

STRUCTURAL CONCRETE

11.00 SCOPE - This section of the specifications shall apply to all Portland cement concrete, formed or unformed, reinforced or non-reinforced, used in construction of structures.

11.10 MATERIALS

11.11 PORTLAND CEMENT CONCRETE - Concrete shall be State of Nebraska Department of Transportation Class 47B. Concrete shall meet requirements of ASTM C-94, Standard Specifications for Ready-Mixed Concrete; or CSA A23-1, Concrete Materials and Methods of Concrete Construction. Cement factor shall not be less than specified on the Table of Proportions, and water-cement ratio shall not exceed 0.45 for 47B.

| TABLE OF PROPORTIONS | | | | | | | | |
|-----------------------------|--|----------------------|---------------------------------|--------------|--|---|---------------|---|
| Class Conc. | Pounds Cement Per Cu. Yd. (Fixed) | Type Concrete | Lbs. Total Agg. Per C.Y. | | Type Coarse Aggregate | Minimum Compressive Strength *Lbs/Sq.In. | | Ratio of Coarse Agg. to Total Agg. Percent |
| | | | (Min) | (Max) | | 7-Day | 28-Day | |
| 47B | 564 (6sx) | Air-entrained | 2850 | 3150 | Limestone, Quartzite, Dolomite, or Granite | 2400 | 4000 | 30 ± 3 |

*Note: 7-Day Compressive Strength Requirement shall be used as an indicator of the expected 28-day strength only. Failure shall be based on the 28-day strength alone.

11.11a PORTLAND CEMENT - Portland cement shall be Type IP, and shall conform to the requirements in ASTM C150.

Cement which has a temperature of over 175 degrees F shall not be used.

11.11b AIR-ENTRAINING AGENT - Air-entraining admixture shall conform to the requirements of ASTM C-260. Concrete shall contain 6% to 8.5% entrained air by volume.

11.11c AGGREGATE - Fine aggregate and Sand-Gravel Aggregate shall have maximum size of one inch (2.5 cm) and shall be a mixture of sand and gravel composed of clean, hard, durable and uncoated particles.

Coarse aggregates shall have maximum size of one and one half inches (3.75 cm) and shall be crushed limestone, quartzite, dolomite, or granite, composed of clean, hard, durable and uncoated particles.

Aggregate shall be supplied from a source having current Nebraska Department of Transportation (NDOT) approval for use on NDOT projects. Sampling and testing procedures shall conform to the following:

| | |
|---------------------------------------|-------------|
| Specification for Concrete Aggregates | ASTM C-33 |
| Abrasion | AASHTO T96 |
| Freeze/Thaw Soundness | AASHTO T103 |

Fine aggregate shall not have a soundness loss greater than 10% by weight at the end of 5 cycles using sodium sulfate solution. Coarse aggregate shall not have a soundness loss greater than 8% by weight at

the completion of 16 cycles of alternate freezing and thawing. Limestone aggregate shall not have a percentage of wear greater than 40% based on the Los Angeles Abrasion Test.

The aggregate shall contain no more than 0.5% clay lumps by weight. Coarse aggregate shall contain no more than 3.5% by weight any combination of clay lumps, shale and soft particles.

Aggregates shall be Nebraska Department of Transportation Specification 47B. Gradation limits for fine and coarse aggregate are specified as follows:

GRADATION LIMITS - Gradation limits for 47B fine aggregate (Class B) are:

| RANGE | SIEVE | TARGET |
|--------------|--------------------------|---------------|
| NONE | retained on 1 inch Sieve | 0% |
| 3-23% | retained on #4 Sieve | 13% |
| 30-50% | retained on #10 Sieve | 40% |
| 60-84% | retained on #30 Sieve | 72% |
| 97-100% | retained on #200 Sieve | 98.5% |

GRADATION LIMITS - Gradation limits for 47B coarse aggregate (Class E) are:

| RANGE | SIEVE | TARGET |
|--------------|------------------------------|---------------|
| NONE | retained on 1 1/2 inch Sieve | 0% |
| 0-8% | retained on 1 inch Sieve | 4% |
| 10-34% | retained on 3/4 inch Sieve | 22% |
| 55-85% | retained on 3/8 inch Sieve | 70% |
| 88-100% | retained on #4 Sieve | 94% |
| 94-100% | retained on #20 Sieve | 97% |

11.11d WATER - Water used in mixing or curing shall be potable, clean and free of soil, acids, alkalies, salts, organic matter, or other substances harmful to concrete.

11.11e SLUMP - The concrete shall have uniform consistency and slump. The slump shall be between 1 and 4 inches for hand vibrated concrete. The slump shall be determined by ASTM C143.

11.11f WORKABILITY - Concrete shall be of such consistency and composition that it can be worked readily into the forms and around the reinforcement without excessive spading and without permitting the materials to segregate or free water to collect on the surface. Slump shall be in accordance with 11.11e.

The proportions shall be adjusted to secure the lowest water-cement ratio which is consistent with good workability, a plastic, cohesive mixture, and one which is within the specified slump range.

To avoid unnecessary changes in consistency, the aggregate shall be obtained from a source which will ensure uniform quality, moisture content, and grading during any single days operation. Materials shall be handled in such a manner that variations in moisture content will not interfere with production of concrete of the specified degree of uniformity and slump.

11.11g MIXING - Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of AASHTO M-157 or CSA A23-1. Concrete shall be delivered to the site and discharged within 1 1/2 hours after introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 45 minutes.

11.11h ADMIXTURES - No admixtures shall be used in the concrete without prior approval of Owner, and all approved admixtures shall conform to applicable AASHTO, ASTM and CSA requirements.

Air-entraining agents shall have proven compatibility with all local concrete materials, including cement, and shall be capable of providing in the concrete the required air contents and air-void system known to produce durable, scale-resistant concrete.

Admixtures other than air-entraining agents shall not be used until trial mixes with job materials have shown them to be compatible at job temperatures. Trial mixes must also show that desired properties will be imparted to the fresh concrete without any subsequent loss of strength or durability in the hardened concrete.

11.11i FLY ASH – Substitution of fly ash for cement will be permitted only as indicated in the NDOT Standard Specifications for Highway Construction, current edition.

11.12 REINFORCING STEEL - All steel reinforcement in structural concrete shall be deformed, round bars unless otherwise noted. Reinforcement shall conform to the requirements of ASTM Designation A615 or A617 Grade 60 steel.

- (1) Bending. Steel reinforcement shall not be cut or bent on the site of the work, but all bars shall be carefully cut to proper length and accurately bent in the shop before delivery on the work. Cold bends shall be made around a pin having a diameter eight times the diameter of the bar.
- (2) Bending Diagrams. The steel company that furnishes the reinforcing steel shall prepare detailed bar lists and bending diagrams. These drawings and lists shall be submitted to the Engineer and approved before fabrication begins.

11.13 WELDED STEEL WIRE FABRIC - Steel wire fabric for concrete reinforcement shall conform to the requirements of ASTM A185.

11.14 WATER STOPS - Water stops at construction joints where indicated on the drawings shall be of approved rubber or synthetic flexible type with compression bulb and other suitable corrugations to provide positive anchorage on each side of the joint.

11.20 FORMS - The forms shall be tight and constructed in a workmanlike manner, and shall be properly dimensioned and constructed so as to remain rigid and unyielding under the load of wet concrete. The form work shall be so constructed as to permit easy removal without injuring the concrete.

Openings shall be left at the bottom of the column and wall forms so they may be cleaned out after the forms have been washed. Lumber once used in forms shall be cleaned before being used again. Before depositing concrete the forms shall be thoroughly oiled or wetted and cooled and the space to be occupied by the concrete cleared of all foreign material. Approved types of form clamps and ties shall be used for all forms.

Unless otherwise authorized, lumber which forms the interior surface of the structure shall be oiled or treated plywood or shall be faced with an approved type of composition board. All joints in such plywood or facing material shall be carefully matched to prevent forming irregularities in the concrete surface. Approved type metal forms may be used. Form oil shall consist of refined pale, paraffin mineral oil. Lacquered forms will be permitted.

Openings shall be left at the bottom of wall forms so they may be cleaned out after the forms have been washed.

The time for removal of the form work shall depend on the weather condition and shall be subject to the approval of the Engineer. The minimum time under any condition, except on approval of the Engineer, shall be three days after the concrete has been poured for walls, beam sides and columns, while slab forms and beam soffits may be removed in seven days, provided a reasonable amount of vertical supports are retained. These vertical supports are to remain until the supported slabs and beams are able to withstand the superimposed load. Under any circumstances, the removal of the forms shall be performed at the risk of the Contractor.

11.30 EXECUTION

11.31 PLACING REINFORCEMENT STEEL - Reinforcing steel delivered or stored at the site of the work shall be neatly piled on blocks or timbers and not indirect contact with the ground.

Before being placed, all steel shall be thoroughly cleaned of mill scale, grease or other coatings that will destroy the bond. Reinforcement shall be carefully placed exactly as indicated on the drawings. Bars shall not be bent or straightened in a manner that will injure the material. Bars shall be accurately and rigidly secured in position by use of such approved metal clips, spacers, bar supports or hy-chairs as may be necessary. Splices shall not be made at points of maximum stress and where made, bars shall be lapped at least twenty (20) times their least diameter, but in no case shall the laps be less than twelve (12) inches. Reinforcement shall be secured in position, inspected and approved before concrete is placed.

11.32 PLACING STRUCTURAL CONCRETE - The Contractor shall give notice sufficiently in advance of placing concrete to permit proper inspection of forms and reinforcement by the Engineer.

The concrete shall be deposited in such a manner as will prevent the separation of the ingredients and permit the most thorough compacting. It shall be compacted by spading or by a mechanical vibrator so that there will be no voids or honeycomb in the finished concrete. All concrete in walls shall be mechanically vibrated. All concrete poured in walls exceeding six feet in height shall be spouted so the total free drop of the concrete will not exceed six feet. The concrete shall be placed in such a manner as to prevent excessive crawling and segregation of the aggregate. No concrete shall be used that has partially set before final placing, nor will retempering be permitted. All concrete shall be placed in the forms within one hour and thirty minutes after being mixed or before the drum has revolved 300 revolutions.

The location of all construction joints must be approved by the Engineer. Surface of concrete shall be thoroughly cleaned of all foreign matter and laitance, then drenched with water and slushed with neat cement prior to pouring adjacent concrete.

All concrete shall be watertight and shall be placed monolithically so that no fresh concrete shall be placed against concrete, which has taken initial set, except where construction joints are required.

No concreting shall be permitted under water unless placed with a tremie and with the specific approval of the Engineer.

11.33 FREEZING WEATHER - No concrete work shall be done if the air temperature is below 40 degrees F, or if freezing weather is predicted before final set of the concrete unless special means of heating and protecting the work are used as approved by the Engineer. The plastic concrete, after being placed in the forms, shall have a temperature between 55 degrees F and 90 degrees F.

If concrete work is required to be done at temperatures lower than described above, the aggregate and mixing water shall be heated to at least 80 degrees F, before mixing. Adequate measures shall be employed to protect the concrete for a period of at least 72 hours after it is poured from loss of moisture and the temperature of the concrete falling below 50 degrees F.

Structures which are of sufficient size to permit enclosure and artificial heating shall be enclosed in a weathertight manner and heated to at least 60 degrees F, which heat shall be maintained for not less than 72 hours after concrete pouring is complete. Care shall be taken to provide a reasonably even heating temperature so that all parts of the freshly poured concrete are maintained at the above minimum temperature. When salamanders or other similar heating devices are used, new concrete in the immediate vicinity of each heater shall be insulated from excessive heat, which would tend to dry the concrete too rapidly.

Concrete slabs laid on the ground may be protected against freezing by insulation with a thick layer of straw or other acceptable material, if approved by the Engineer. No concrete shall be poured against frozen ground.

The use of salt or other compounds to prevent concrete from freezing will not be permitted. Any work that has been injured by freezing shall be removed and replaced.

11.34 FINISH - All exposed formed concrete surfaces, exclusive of any surfaces below the line of backfill, will be given the following surface finish:

- (1) As soon as the concrete has set sufficiently to permit rubbing, the surface shall be thoroughly wetted with a brush and rubbed with a No. 16 Carborundum stone or an abrasive of equal quality, bringing the surface to a paste. The rubbing shall be continued sufficiently to remove all form marks and projections, producing a smooth, dense surface without pits or irregularities. The material that has been ground to a paste shall be carefully spread or brushed uniformly over the entire surface and permitted to reset. The final finish shall be obtained by a thorough rubbing with a No. 30 Carborundum stone or an abrasive of equal quality. This rubbing shall continue until the entire surface presents a smooth texture and uniform color.
- (2) Tie holes left by withdrawal of rods or the holes left by removal of ends of ties shall be filled solid with mortar after first being thoroughly wetted. For holes passing entirely through the wall, a plunger type grout gun shall be used to force the mortar through the wall starting at the back face. The excess mortar shall be struck off flush with the surface.
- (3) Formed concrete surfaces inside buildings, where neat appearance is considered important, or walls which are to be painted, shall be brushed down dry or washed with an acid solution after the rubbing process, to remove all excess loose material.
- (4) Concrete floors in buildings, unless otherwise stated, shall be floated to a true, uniform surface and steel troweled to a smooth dense finish. Troweling shall not be done until the concrete has set sufficiently to prevent excess fine material from being worked to the surface.
- (5) Concrete floors or slabs requiring a slightly roughened surface shall be floated to a true, uniform surface with a wood float.

11.35 CURING - Fresh concrete shall be adequately protected from heavy rains and mechanical injury. Rapid evaporation of surface water shall be prevented. The curing process shall commence as

soon after placement of the concrete as possible without injury to surfaces. All concrete shall be kept wet for a period of 7 days with a water-saturated covering or by other approved methods, which will keep all surfaces continuously wet. Wood forms left in place during curing shall be kept wet.

The use of impervious membrane coatings for curing concrete floors and similar exposed surfaces will be permitted only with specific approval of the Engineer. Membrane coatings shall not be used on surfaces where discoloration is objectionable nor upon surfaces which are to be painted or receive topping.

In any case, the Contractor shall be held responsible for the adequate curing of all concrete during the entire curing period. Concrete, which in the opinion of the Engineer shows conclusive evidence of improper and inadequate curing, may be rejected.

11.36 WATER TIGHT STRUCTURES - Water tight structures such as tanks and basements shall be tested for water tightness as soon as possible after the removal of forms and before any additional construction proceeds. If leaks develop that cannot be satisfactorily repaired, the entire structure may be condemned and ordered removed and replaced by a new structure, without any additional compensation or extension of time.

11.40 FIELD TEST CYLINDERS - Concrete Cylinder Tests: Concrete test cylinders will be made at the job site by approved, trained personnel. The Contractor shall provide cylinder forms and shall have the cylinders tested by an approved laboratory, the Contractor bearing the cost of such testing, unless otherwise provided in the Special Provisions. The cylinders shall be made in accordance with ASTM Designation C31 and tested in accordance with ASTM Designation C39. The Contractor shall be responsible for the curing and protection of the concrete cylinders after they are made, and shall transport the cylinders to a laboratory no later than the third day after they are made.

Tests will be required for each day's run of each class of concrete according to the following schedule:

| <i>Cubic Yards of Concrete Placed</i> | <i>Minimum Number of 28-Day Tests</i> |
|---------------------------------------|---------------------------------------|
| 0 - 100 | One |
| Over 100 | One for each 100 C.Y. |

In addition to the test cylinders required in the above schedule, the Engineer may require additional tests for determining when a structure may be put into service or for determining the adequacy of field curing and temperature control. Test specimens for determining when a structure may be put into service, or for determining the adequacy of field curing and temperature control shall be removed from the molds at the end of 24 hours and stored as near to the point of sampling as possible and shall receive, insofar as practicable, the same protection from the elements on all surfaces as is given to the portions of the structure which they represent. Field control specimens shall be protected from injury while on the project. The specimens for 28 day tests shall be sent to the laboratory not more than 7 days prior to the time of test. The specimens for tests at other ages shall be kept in the field for at least three-fourths of the test period.

In the event that the compressive strength tests fail to meet the strength requirements or, if in the opinion of the Engineer, there are other indications that the concrete does not meet the requirements of the drawings and specifications, the Contractor may be required to take cores from the hardened concrete at his own expense. Cores shall be obtained and tested in accordance with AASHTO Method T24. The frequency and location of the cores will be determined by the Engineer.

However, at least three representative cores shall be taken from each area of "hardened concrete" in a place that is considered potentially deficient. If before testing, one or more of the cores shows evidence

of having been damaged subsequent to or during removal from the "hardened concrete" it may be replaced.

Cores will be tested in a saturated-surface-dry condition. Strength of cores from each area shall be considered satisfactory if their average is equal to or greater than 90 percent of the specified design compressive strength.

11.50 MEASUREMENT AND PAYMENT - Concrete placed under lump sum items in the contract shall not be measured and paid for as a separate item, but shall be included as part of the total contract price for the completed structure, except where deviations are made from drawing dimensions which involve more or less concrete than shown on the contract drawings, an adjustment will be made in the contract price. Any such adjustment will be based upon the measured number of cubic yards of concrete in place, including reinforcement, at the unit price per cubic yard named in the Bid for more or less concrete or based upon an equitable price to be approved by the Owner by Change Order.

END OF SECTION 11

SHOP DRAWINGS, PROJECT DATA & SAMPLES

22.00 GENERAL - Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing, processing, delivery, reproduction and other necessary functions incidental to scheduling and handling of shop drawings, project data and samples as indicated on drawings and or as specified, in accordance with provisions of the Contract Documents, and completely coordinate with work of all trades.

A. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for completion of work under this section shall be furnished and performed as part of this work.

B. See appropriate sections for specific items for which data and/or samples are required. See General Conditions for additional information.

22.10 SUBMITTALS - ADDRESS - Submit all items to:

MILLER & ASSOCIATES,
CONSULTING ENGINEERS, P.C.
1111 Central Avenue
Kearney, NE 68847

Or cmiller@miller-engineers.com

22.20 SUBMITTALS - GENERAL -

A. Prime Contractor shall be responsible for and make all submissions. Transmit all items with a letter of transmittal.

B. Transmittals will be consecutively numbered.

- (1) An item that is resubmitted will retain the original number but with an added suffix letter starting at A.
- (2) The scope of a transmittal shall not change on any re-submittals.
- (3) Only one specification division should be covered by one letter of transmittal.
- (4) Sufficient catalog information together with cuts and technical data must be submitted to allow an evaluation to be made to determine that the item submitted is in compliance with the specifications.

C. Drawings or other submittals transmitted to the Engineer by other than the Prime Contractor will be returned to the Prime Contractor without action of any kind. Drawings will not be returned to subcontractors.

D. Submit items sufficiently in advance of date required to allow reasonable time for review, and to allow for resubmission, if necessary. Items not submitted in accordance with the provisions of this specification will be returned, without action, for resubmission.

E. Provide within 60 days after approvals are received four (4) complete printed copies of Operation - Maintenance Manuals, or two (2) printed copies and one (1) electronic copy, and warranties in a separate transmittal. Transmittal numbers for Operation - Maintenance Manuals shall be original number of approved item plus suffix "O-M". No action will be taken on manuals or warranties. Printing costs for O&M Manuals submitted in electronic format will be invoiced to the Contractor.

22.30 SUBMITTALS/REVIEW - SHOP DRAWINGS -

A. Engineer will review Contractor's shop drawings and related submittals (as indicated below) with respect to the ability of the detailed work, when complete, to be a properly functioning integral element of the overall system designed by Engineer.

B. Before submitting a shop drawing or any related material to Engineer, Contractor shall: review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it with the following:

| |
|---|
| <p>This shop drawing has been reviewed by [Name of Contractor] and approved with respect to the means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incidental thereto. [Name of Contractor] also warrants that this shop drawing complies with contract documents and comprises no variations thereto.</p> <p>By _____ Date _____</p> |
|---|

Engineer shall assume that no shop drawing or related submittal comprises a variation unless Contractor advises otherwise via a written instrument which is acknowledged by Engineer in writing.

C. In the event that Engineer will require more than fourteen (14) working days to perform review, Engineer shall so notify Contractor.

D. The shop drawing and related material (if any) called for as follows:

- (1) Well screen, casing, bentonite, gravel pack, pump, motor, discharge head column piping, column check valves, pitless unit, discharge head, concrete mix design, reinforcing,
- (2) Piping, valves, fittings, check valves, flow meters, air release valves, pressure transmitters, level indicators, pipe supports,
- (3) Watermain, fittings, absorption chambers, drain, tapping tee and valve, concrete mix design and vapor barrier.

E. Submit to previously indicated address. Identify drawings as to manufacturer, item, use, type, project designation, specification section or drawing detail reference, and other pertinent information.

F. If submitting in hard copy format, submit five prints of each drawing. Three copies will be retained by the Engineer. Submit in a round mailing tube; do not fold.

G. If submitting electronically, one copy will be returned.

H. Allow clear space for Engineer stamping on right hand side. Any marks by Contractor shall be duplicated on all copies submitted.

I. Submit standard items like equipment brochures, cuts of fixtures, or standard catalog sheets or pages. Indicate exact item or model and all proposed options. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls and other pertinent data.

22.40 SUBMITTALS - SAMPLES -

A. Submit two (2) each to address indicated above. Identify samples as to: manufacturer, item, use, type, project designation, specification section or drawing detail reference, color, range, texture, finish and other pertinent data.

B. Forward with transmittal letters. Include brochures, shop drawings and installation instructions. Contractor to stamp his approval on samples or transmittals as indication of his checking and verification of dimensions and coordination with interrelated items. Resubmit samples of rejected items.

C. Approved samples submitted or constructed, constitute criteria for judging completed work. Finish work or items not equal to samples will be rejected.

D. Samples may be retained for comparison purposes and the Contractor shall remove samples when directed. Contractor shall pay all costs of furnishing and removing samples.

22.50 RETURN - SHOP DRAWING - Engineer shall return shop drawings and related material with comments provided that each submission has been called for and is stamped by Contractor as indicated above. Engineer shall return without comment material not called for or which has not been approved by Contractor.

Manufacture or fabrication of items prior to final approval is at Contractor's own risk.

END OF SECTION 22

EROSION AND SEDIMENT CONTROL

30.00 SCOPE - The work covered by this specification consists of furnishing all labor, tools, materials, equipment and performing all operations in connection with sediment and erosion control unless otherwise provided for on the drawings or in the Detailed Specifications.

30.10 NPDES STORMWATER PERMIT – The area disturbed is less than one acre, therefore unless the Contractor needs to disturb more area, a permit is not required. However, if the Contractor intends to disturb more than one acre, the Contractor is required to obtain coverage under the general National Pollutant Discharge Elimination System (NPDES) permit (Number NER160000) for stormwater discharge. A copy of the general permit is available at the office of the Engineer. The Contractor shall apply for authorization to discharge by submitting a Notice of Intent (NOI) using form CSW-NOI (available from the Nebraska Department of Environment and Energy). The Contractor shall comply with the terms and conditions of the general permit. A copy of the NOI shall be submitted to the Engineer along with the agreement prior to beginning any construction activities. This item shall be considered incidental to the project. No separate payment shall be made.

30.21 NPDES SIGNAGE – The Contractor will be required to furnish, install, and maintain a sign on the project site in accordance with the NPDES general permit and these drawings and specification. If a detail is included in the Drawings, the detail drawing will take precedence over these specifications.

The sign shall be mounted on a 4x4 treated post with the top of the sign approximately 6.5' above ground. The post shall be plumb and have a minimum bury depth of 2.5'.

The sign face shall be 2' x 3' minimum. Sign shall be composed of flat aluminum sheet background with white face and black lettering. Sign shall comply with requirements of NDOT Standard Specifications for Highway Construction, 2007 Edition, Section 417, for Type A signs.

If this item is included as a Bid item, payment will be made at the unit bid price for each sign installed. If no Bid item is included, this item shall be considered incidental to construction, and no separate payment will be made.

30.30 TEMPORARY EROSION AND POLLUTION CONTROL - The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent silting of rivers, streams, impoundments, the project site, and adjacent property owners. Construction of drainage facilities, as well as performance of other contract work which will contribute to the control of siltation, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, groundwater, the project site, and adjacent property owners with petroleum products, chemicals, or other materials used or stored on site.

All construction debris shall be disposed of in such a manner that it cannot enter any waterway. Waste excavation shall not be deposited in or near rivers, streams, or impoundments to prevent it from washing away during times of high water or runoff.

The Contractor shall properly maintain all erosion control measures. All erosion resulting from the Contractor's operations and the elements must be corrected at the Contractor's expense until final completion is achieved according to the Contract Documents. After final completion, the Contractor will continue to be responsible for maintenance and will remove the measures when appropriate.

Temporary Erosion and Pollution Control shall be considered incidental to the project. No separate payment shall be made for this item.

30.50 SILT FENCE - This item shall include all labor, materials, and equipment necessary to construct silt fence in accordance with the details and at the locations directed by the Engineer. Silt fence material shall be on the Nebraska Department of Transportation (NDOT) Approved Products List for low porosity silt fence.

The Contractor shall excavate a trench to the width and depth shown on the drawings. The silt fence shall be placed in the trench and anchored as shown, and then backfilled and compacted to match the existing ground elevation. Fabric shall then be attached to the stakes as shown in the drawings. Pins shall be 11-gauge steel wire with a one-inch or larger throat, with minimum 6-inch legs.

The Contractor shall remove and dispose of silt that accumulates near the silt fence during construction operations and at completion of the project. At a minimum, silt shall be removed when it reaches a depth of 1/2 of the height of the fence, or when the fence is in need of repair. The silt fence shall be maintained in good working condition throughout the life of the project. Contractor shall remove silt fence when the area above the fence has been stabilized by a 70% cover of permanent vegetation.

Payment will be made for the initial installation only, incidental to Well Bid. Maintenance of silt fence, including repairing or replacing silt fence that has been damaged or otherwise rendered ineffective, shall be at no cost to the Owner or Engineer. Removal of silt fence upon adequate stabilization of the site is incidental to this item, should it occur prior to final completion of the project. After final completion, the Contractor will continue maintenance and will remove the silt fence when appropriate.

30.80 OTHER SEDIMENT CONTROL MEASURES – The Contractor shall install other sediment control measures as indicated on the Drawings or as directed by the Engineer. Contractor shall install and maintain these measures in accordance with manufacturer's recommendations as indicated by the Engineer. If there is a Bid item for other measures, payment will be made at the unit price bid for the quantity installed. Separate payment will not be made for maintenance. If there is no Bid item, the work will be paid for at a price agreed upon prior to installation as additional work.

END OF SECTION 30

SEEDING AND MULCHING - TYPE B, KENTUCKY BLUEGRASS, FESCUE, BUFFALO

33.00 SCOPE - The work shall consist of furnishing all labor, equipment, and materials for seeding a permanent grass mixture on all disturbed areas as described in Section 33.90. All disturbed areas shall be reseeded with the same seed as the area disturbed.

33.10 GENERAL - The seeding and related operations shall be performed at such times as designated in Section 33.90 of this specification.

33.20 LIME - Limestone, where required, shall be standard agricultural ground limestone with a moisture content not in excess of 10 percent. The rate of application shall be as specified on the drawings or in Section 33.90.

33.30 FERTILIZER - The fertilizer, where required, shall be a regular commercial fertilizer (including liquid form) meeting the requirements of the applicable state laws, and shall be in such physical condition to insure uniform application over the area to be fertilized. Rates of application per acre shall be as specified on the drawings or in Section 33.90. Organic fertilizers may be used when specifically authorized in Section 33.90.

33.40 SEED - The seed shall be delivered to the site in tagged and labeled bags to show the percentage of purity and germination. The seed shall have been tested within six months prior to the date of seeding and shall conform to the latest seed laws of the United States and of the state. Species, the source of production if native grasses are used, and rates of seeding shall be as specified on the drawings or in Section 33.90.

33.50 PREPARATION OF SEEDBED - The entire area to be seeded shall be reasonably smooth and all washes and gullies shall be filled to conform to the desired cross section before actual seedbed preparation is begun. At this stage of the operation, the required fertilizer and lime shall be applied uniformly and incorporated into the top 3 inches of the soil with suitable tillage equipment. In special areas the seedbed preparation shall be as shown on the drawings or as specified in Section 33.90. The Contractor shall suspend operations when the soil is too wet or too dry.

33.60 SOWING THE SEED - Unless otherwise specified, the seeding operation shall be performed immediately after preparation of the seedbed. The seed shall be drilled or broadcast with approved types of equipment that will insure uniform distribution of the seed.

33.70 MULCHING - The required mulching shall be performed as soon as possible after seeding unless otherwise specified. The mulch shall be applied uniformly over the area. The type, rate, and methods of anchoring shall be as specified on the drawings or in Section 33.90.

33.90 CONSTRUCTION DETAILS - Items of work to be performed in conformance with the specification and the construction details therefor are:

33.90a The appropriate area to be fertilized, seeded and mulched will be all areas shown on the drawings and areas disturbed by the Contractor.

33.90b The fertilizers shall comply with the applicable portions of Section 8, 1973 Standard Nebraska Department of Roads Specifications. All fertilizers listed below are required.

Rates of application of commercial inorganic fertilizer shall be:

| | <i>Rate of Application Per Acre (Minimum)</i> |
|---|---|
| <i>Available Nitrogen (N₂)</i> | 19 to 36 pounds |
| <i>Available Phosphoric Acid (P₂O₅)</i> | 92 to 96 pounds |

Rate of application of granular sulphur coated urea fertilizer shall be:

Nitrogen (total available) 0 pounds

33.90c The seedbed shall be prepared with a three-inch surface layer that will be loose enough to allow satisfactory penetration of the mulch anchoring machine. Several discing, harrowings or similar means may be required to provide a satisfactory seedbed. Discing, harrowing and raking shall be longitudinal on all slopes.

33.90d The grass mixture to be furnished will be uniformly drilled on all areas accessible to machinery. On areas not accessible to machinery, the seed may be uniformly broadcast, and will be covered by use of a harrow.

33.90e The grass drill used to drill the seed will be of such construction that it can handle light fluffy seeds, will have double disc furrow openers spaced not more than 10 inches apart, and be equipped with depth bands to allow placement of the seed from 1/2 inch to one inch deep. (Nisbet drill or equivalent) Land Roller type of seeding equipment is not acceptable.

33.90f Seed mixture to be furnished and seeded will consist of:

For the area consisting of roadway slopes, right-of-way areas and disturbed areas; type "B" in accordance with Nebraska Department of Roads, Standard Specifications. For residential yards match existing.

Seed shall comply with the following requirements and shall be applied at the rates shown:

| <i>Type "B"</i> | <i>Minimum Purity (%)</i> | <i>Broadcast or Hydraulic Seeder Application Rate in Pounds Pure Live Seed/Acre</i> | <i>Approved Mech. Drill Application Rate in Pure Seed/Acre</i> |
|---|-----------------------------------|---|--|
| Perennial ryegrass – Linn | 85 | | 8 |
| Slender wheatgrass | 85 | | 5 |
| K-31 Fescue | 85 | | 5 |
| Western Wheatgrass-Arriba, Flintlock, Barton | 85 | | 7 |
| Blue Grama-NE, KS, CO, MN, SD | 30 | | 2.5 |
| Buffalo Grasses-Sharp's Improved, Cody, Bison, Texoka | 80 | | 5 |
| Sideoats Grama – El Reno, Butte | 75 | | 4 |
| Sand lovegrass – Nebraska-27, native | 90 | | 0.6 |
| Oats/Wheat* | 90 | | 17 |
| Bluegrass | | | |
| Kentucky Bluegrass | 95-98 | 87 | 87 |
| Fescue | | | |
| Turf-Type Tall Fescue | 95-98 | 210 | 210 |
| Buffalo | | | |
| Sharp's Appr'd II Buffalo | 95-99 | 44 | 44 |
| Sharp Shooter Buffalo | 95-99 | 44 | 44 |

*Wheat in the fall

All seed shall be origin Nebraska, adjoining states, or as specified. Contractor proposing to use a substitute variety, or origin shall submit for Engineer's consideration a seed tag representing the seed which shows the variety, origin, and analysis of the seed.

Seeding operations shall be performed only during the periods between March 1st and June 10th, and between August 31st and December 31st, except by written permission of the Engineer. Work shall not be performed when the ground is frozen, wet or otherwise untillable, or when even distribution of materials cannot be obtained.

33.90g Mulching. Area to be mulched will be the same as seeded listed above. Mulching operations may be either before or after grass seeding operations, as designated by the Engineer.

Native prairie hay may be used as mulching material. It must be relatively free of weeds. Hay must not contain noxious weed plants or noxious weed seed. Hay of the following species or mixtures of species is preferred: Big bluestem, little bluestem, indiagrass, prairie cordgrass, western wheatgrass, sideoats grama or switchgrass. Minor amounts of other species that occur in the native prairie will be acceptable.

Rate of application will be 4000 pounds per acre. Anchoring will be done immediately after application and will be accomplished by using a straight serrated disc machine (similar to the Imco Landscape Soil Erosion Mulch Tiller) with discs spaced not more than 8 inches apart, weighted to press the mulch into

the soil. The mulch material to be firmly anchored in the soil. Operations of the mulch anchoring machine on slopes to be on the approximate contour whenever possible.

Straw, if approved, as a mulch material shall be applied at the rate of 5,000 pounds per acre.

33.90h Maintenance, Final Acceptance and Guarantee Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement. Replant and/or resod bare, dead, or dying areas, using the same materials and methods specified.

Guarantee all seeded areas for a period of one year from date of acceptance.

33.91 METHOD OF MEASUREMENT AND PAYMENT - On lump sum and unit price contracts, cost of all items described in this section and shown on the drawings complete and in place shall be at contract price as set forth in the Bid. Items not specifically listed in the Bid or defined by this specification shall be considered subsidiary to construction and direct payment will not be made for these items.

For unit price contracts the areas seeded or seeded and mulched will be measured in units of acres and tenths. Payment for seeding or seeding and mulching will be made at the contract unit price, and such payment will constitute full compensation for all materials, labor and equipment and all other items necessary and incidental to completion of the work.

END OF SECTION 33

DETAILED SPECIFICATIONS

DS.0 SCOPE - These Detailed Specifications shall be part of this specification and its purpose herewithin is to supplement and/or supersede the previous specifications of these Contract Documents. In the event of any conflicts with other sections of the specifications, these Detailed Specifications shall have precedence and apply.

DS.1 MOBILIZATION - This item shall include all costs to the Contractor connected with but not limited to preparatory work, the movement of personnel, equipment, supplies, and incidentals, bonding, insurance, overhead and any other related fixed cost items or work or operations which must be performed or costs which are incurred prior to the commencement of the work on various phases of the project.

By payment of mobilization as a fixed cost, the Contractor shall not be allowed an adjustment to the contract bid prices as a result of the addition of, reduction of, or the elimination of any item or group of items from the contract other than those specified in the General or Supplementary Conditions.

Mobilization shall be paid as a percentage based upon the percentage of the contract work completed as set forth below.

1. Partial Payment will be made as follows:
 - a. When 5% of the original contract amount (excluding the Mobilization item), is earned, 50% of the lump sum amount for Mobilization will be paid, subject to the limitations listed under Paragraph 2 below.
 - b. When 10% of the original contract amount (excluding the Mobilization item), is earned, 100% of the lump sum amount for Mobilization will be paid, subject to the limitations listed under Paragraph 2 below.
2. The lump sum amount paid for Mobilization shall be subject to the following limitations:
 - a. If the total contract amount is \$100,000 or less, the total amount paid for the mobilization shall not exceed 10% of the total contract amount.
 - b. If the total contract amount is greater than \$100,000, the total amount paid for mobilization shall not exceed \$10,000, plus 3% of the total contract amount above \$100,000.
 - c. The total sum of all payments shall not exceed the original contract amount bid for mobilization item, regardless of the fact that the contractor may have, for any reason, shutdown his work on the project or moved equipment away from the project and then back again.

Payment shall be a lump sum basis at the unit price bid for mobilization.

DS.2 SUBSTANTIAL COMPLETION - The project shall be considered substantially complete when the following conditions are met:

1. The Nebraska Department of Health and Human Services allows the Owner to produce and utilize water from the well to the distribution system;
2. Verification by the Engineer that the well and control system have been sufficiently adjusted to operate at the design flow and pressure conditions;
3. Communication system for new well and existing system operates as designed.

DS.3 PROPERTY PINS - All property pins removed or damaged are to be reset by a Registered Land Surveyor at the Contractor's expense.

DS.4 EXISTING UTILITIES - According to Section 6.20 of this specification, the Contractor shall verify the elevations of the existing utilities prior to initiation of pipe laying and undercrossing operations. No direct payment shall be made for the Contractor's operations.

DS.5 DENSITY REQUIREMENTS - Density requirements for backfill in seeded areas shall be 90% minimum density. Backfill under street, parking, road, driveway, alley right-of-ways, roadway shoulders, and sidewalk pavements shall be 95% minimum density.

DS.6 TRAFFIC CONTROL (COUNTY ROAD) - The Contractor shall maintain one lane of traffic at all times during construction unless written approval is provided from the County and/or other required entities. The Contractor shall coordinate all traffic control with the County to provide proper signage during construction. This shall not be a pay item but shall be considered incidental to the project cost.

DS.7 WELL ABANDONMENT LOCATION AND PURPOSE - The Contractor is to properly abandon wells at specified sites as shown on the Drawings. Abandonment will conform to requirements of Title 178, Chapter 12, "Regulations Governing Water Well Construction, Pump Installation and Water Well Abandonment standards."

DS.8 REMOVAL AND REPLACEMENT OF FENCING - Removal and replacement of all fencing disturbed during construction shall not be paid for separately, but shall be considered incidental to the other items in the Bid.

DS.9 REMOVAL AND REPLACEMENT OR TEMPORARY BRACING OF GUY WIRE AND POLES - The removal and replacement of guy wires or temporary bracing of poles shall be considered incidental to water main Bid prices.

DS.10 ORGANIC COMPOUND CONTAMINATION OF SOIL - Locations of organic compound contamination of soil throughout the project is unknown at this time. If the Contractor encounters contamination during construction activities, Engineer must be contacted and work stopped immediately. Engineer shall determine appropriate materials or activities to continue with construction activities after appropriate soil testing has been completed. All testing of soil shall be paid for by the Owner. Additional activities or differing materials required shall be paid with a Change Order to the original Bid.

DS.11 PRESSURE GAUGES - Where required on Drawings and Specifications, all pressure gauges shall be provided with snubber and ball valves to facilitate easy replacement. The pressure gauges shall have minimum face size of 2 1/2" liquid filled. Provide gauges with 0-100 psi range.

DS.12 CULVERTS - Removal and replacement of culverts or dry boring under culverts shall not be paid for directly, but shall be considered subsidiary to the items of the Bid.

DS.13 AIRPORT NOTIFICATION - EQUIPMENT RESTRICTIONS - The Contractor shall notify the Seward Airport Authority on the height of their equipment, and duration of their operations prior to mobilizing to the site, due to the proximity to the airport. This coordination will not be paid for separately, but shall be considered subsidiary to the items in the Bid.

Their contact information is as follows:

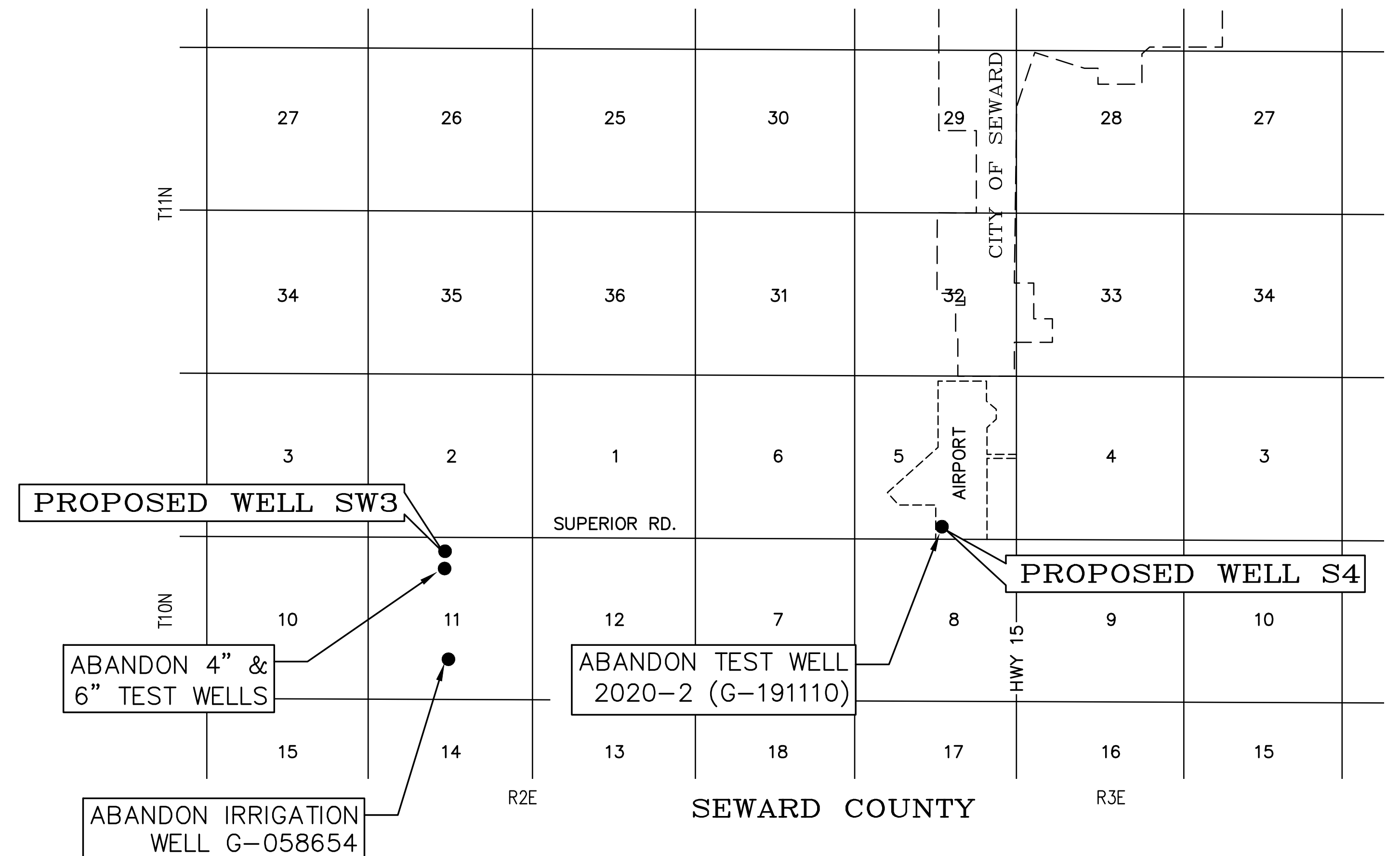
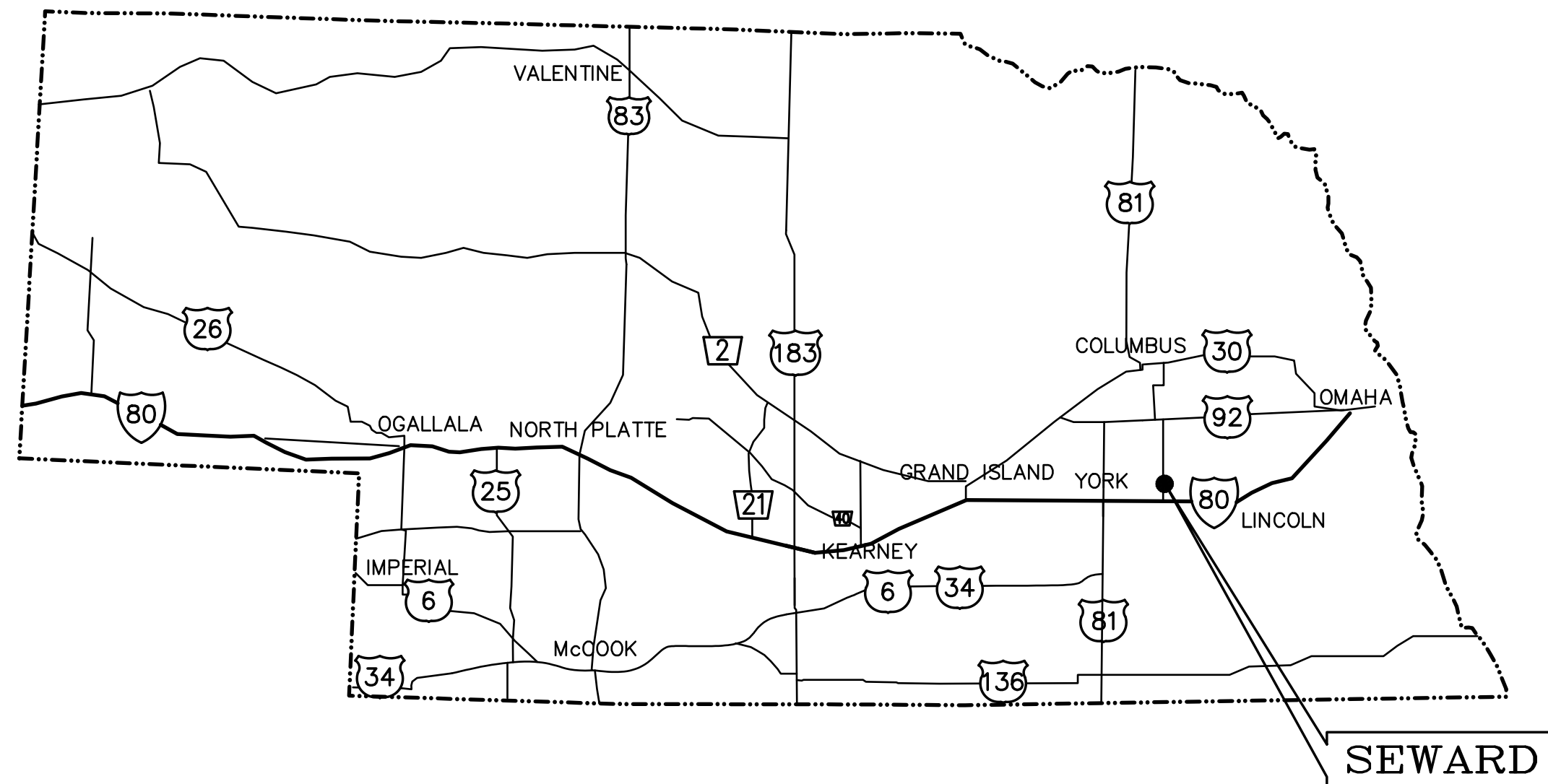
Seward Municipal Airport
T: 402-643-2125

END OF SECTION

THIS PAGE CONCLUDES
THE
SPECIFICATIONS
FOR
SEWARD WELLS SW3, S4 AND PIPING
SEWARD, NEBRASKA



DRAWINGS FOR WELLS SW3, S4 & PIPING



NOTES

1. CONTRACTOR IS TO COORDINATE ALL STREET CLOSINGS WITH THE CITY AND COUNTY OF SEWARD. NOTIFY CITY FIRE/RESCUE DEPARTMENT, COUNTY SHERIFF, AND ALL ADJOINING PROPERTY OWNERS 48 HOURS PRIOR TO CLOSING STREETS OR DRIVES.
2. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITY FACILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
3. ALL SIGNS, MAILBOXES, CULVERTS, GUY WIRES, ETC, ENCOUNTERED DURING THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
4. THE QUANTITIES OF EACH ITEM LISTED ON THE DRAWINGS MAY VARY FROM THE TOTAL QUANTITIES INSTALLED.
5. THE CONTRACTOR IS RESPONSIBLE FOR HAULING AND LEGALLY DISPOSING OF ALL REMOVAL MATERIALS OFF SITE.
6. ALL PROPERTY PINS REMOVED OR DAMAGED ARE TO BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
7. THE OWNER MAY ADD TO OR DELETE FROM THE PROJECT, PORTIONS OF OR ENTIRE IMPROVEMENTS.
8. ALL KNOWN EXISTING UTILITIES SHOWN ARE APPROXIMATE LOCATIONS BASED ON UTILITY MAPPING AND UTILITY INFORMATION. THE ACTUAL LOCATIONS MAY VARY FROM THE DRAWINGS, ESPECIALLY IN THE CASE OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF PUBLIC UTILITIES SHALL BE PERFORMED ACCORDING TO THE REQUIREMENTS OF THE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY EXISTING UTILITY (INCLUDING DEPTH) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL PROTECT AT HIS OWN EXPENSE ALL EXISTING UTILITIES AND BE RESPONSIBLE FOR THEIR REPAIR IF THEY ARE DAMAGED DURING CONSTRUCTION.

SEWARD, NEBRASKA

M & A PROJECT NO. 453-C1-001

| INDEX OF DRAWINGS | |
|-------------------|--------------------------------------|
| SHT. NO. | DESCRIPTION |
| 1 | COVER SHEET & INDEX |
| 2 | WELL SW3 DESIGN & SITE PLAN |
| 3 | WELL HOUSE PLAN SW3 |
| 4 | WELL S4 DESIGN & SITE PLAN |
| 5 | EXISTING WELL HOUSE S2 MODIFICATIONS |
| 6 | PLAN & PROFILE |
| 7 | DETAILS |

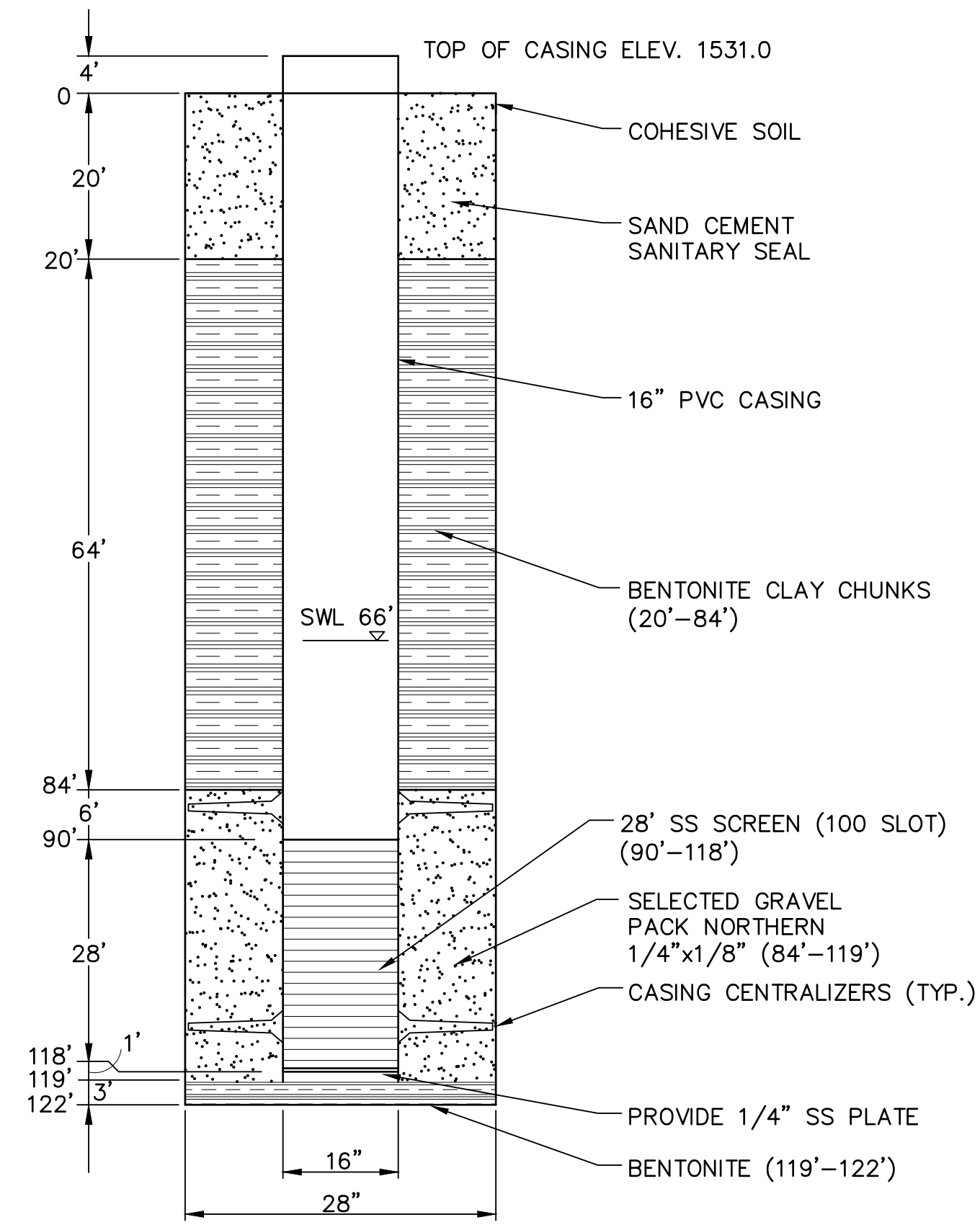
UTILITY INFORMATION

GENERAL DIGGERS HOTLINE OF NEBRASKA
PHONE: 8-1-1

MA MILLER & ASSOCIATES Consulting Engineers P.C.

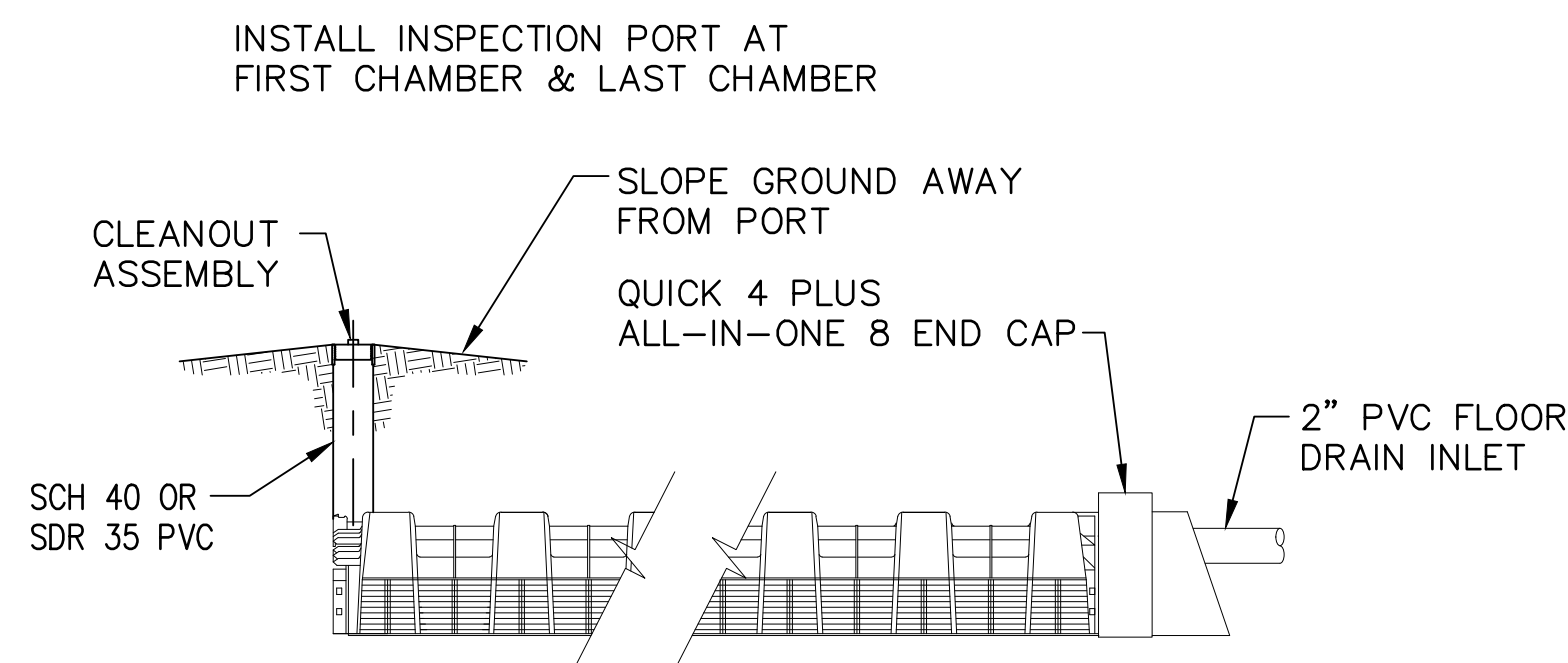


SET NO. _____
DRAWING NO. 39355



**PROPOSED CONSTRUCTION
WELL SW3**

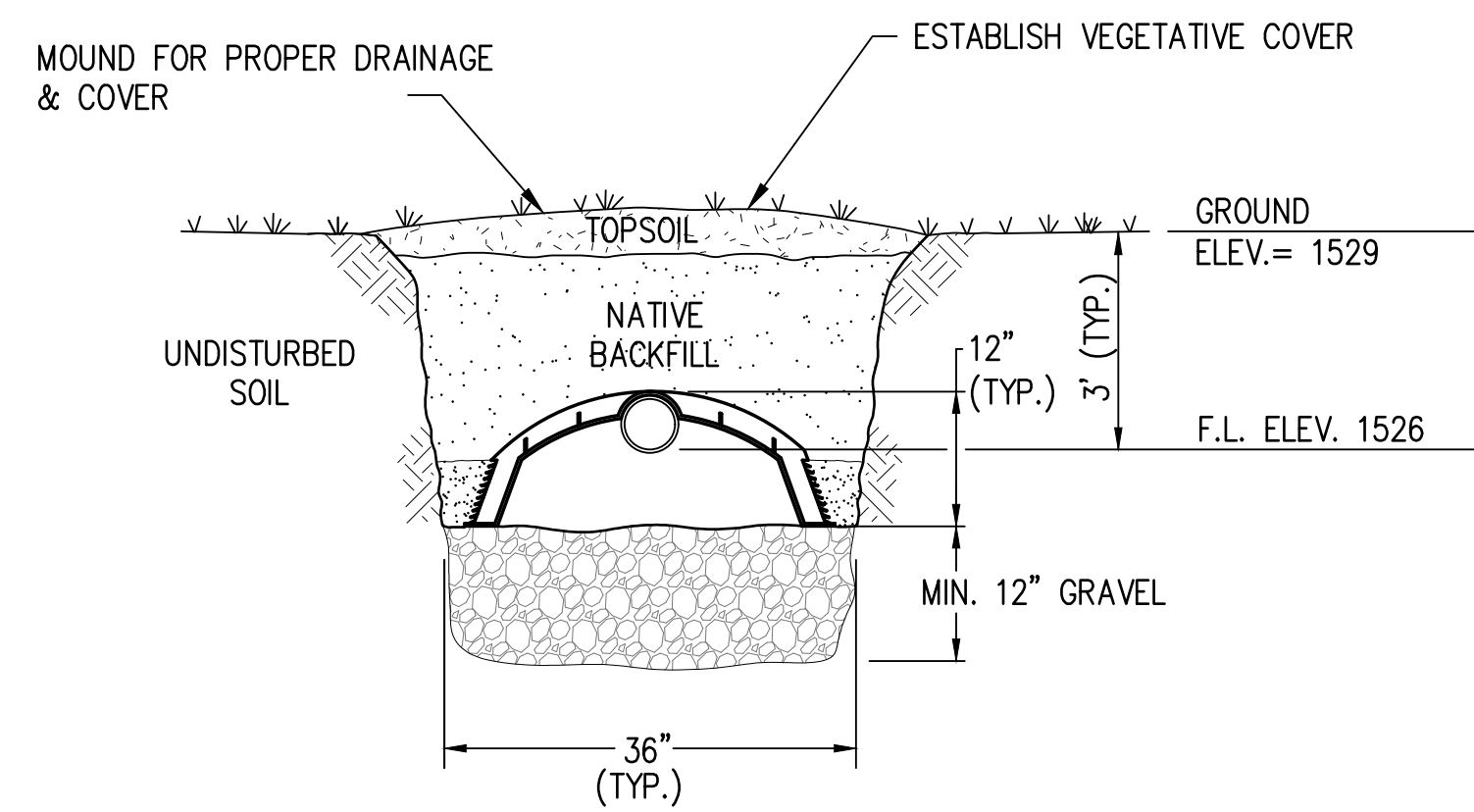
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DRILLED BY:
SARGENT DRILLING, FEB. 19, 2021**



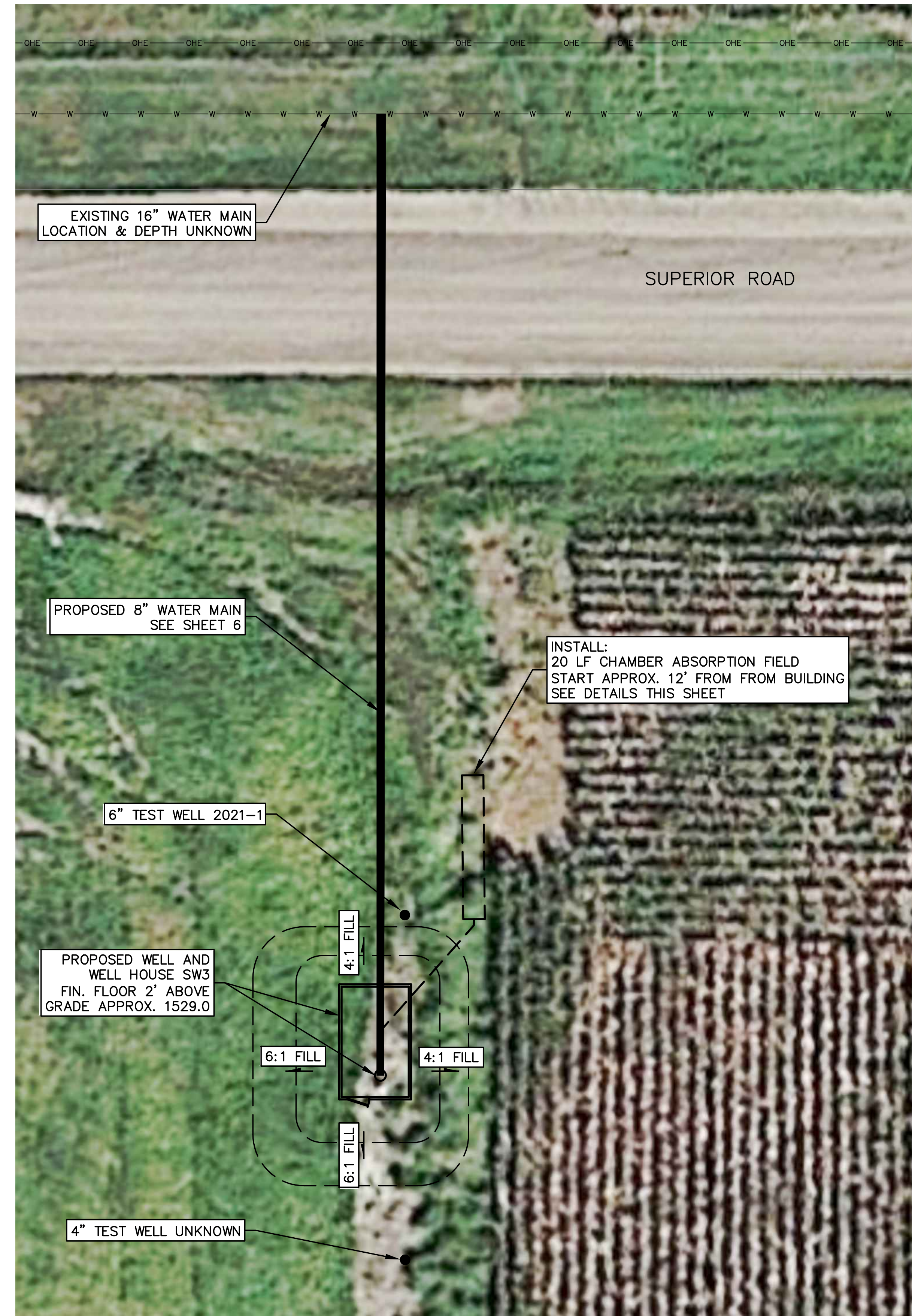
NOTES:

1. RECOMMENDED CHAMBERS MANUFACTURED BY: INFILTRATOR SYSTEMS INC. QUICK4 PLUS STD LP OR EQUAL.
2. CHAMBERS AND TRENCHES SHALL BE INSTALLED LEVEL.

**ABSORPTION FIELD CHAMBER
NO SCALE**

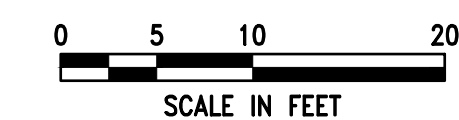


**ABSORPTION FIELD SECTION
NO SCALE**



WELL SW3 SITE PLAN

NOTE:
CITY OWNS 150'x150' TRACT
OF LAND IN THE NE1/4 OF
NW1/4, SECTION 11.



| REVISIONS | BY |
|-----------|----|
| | |
| | |



Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710

**SEWARD WELLS
WELL SW3 DESIGN & SITE PLAN
SEWARD, NEBRASKA**

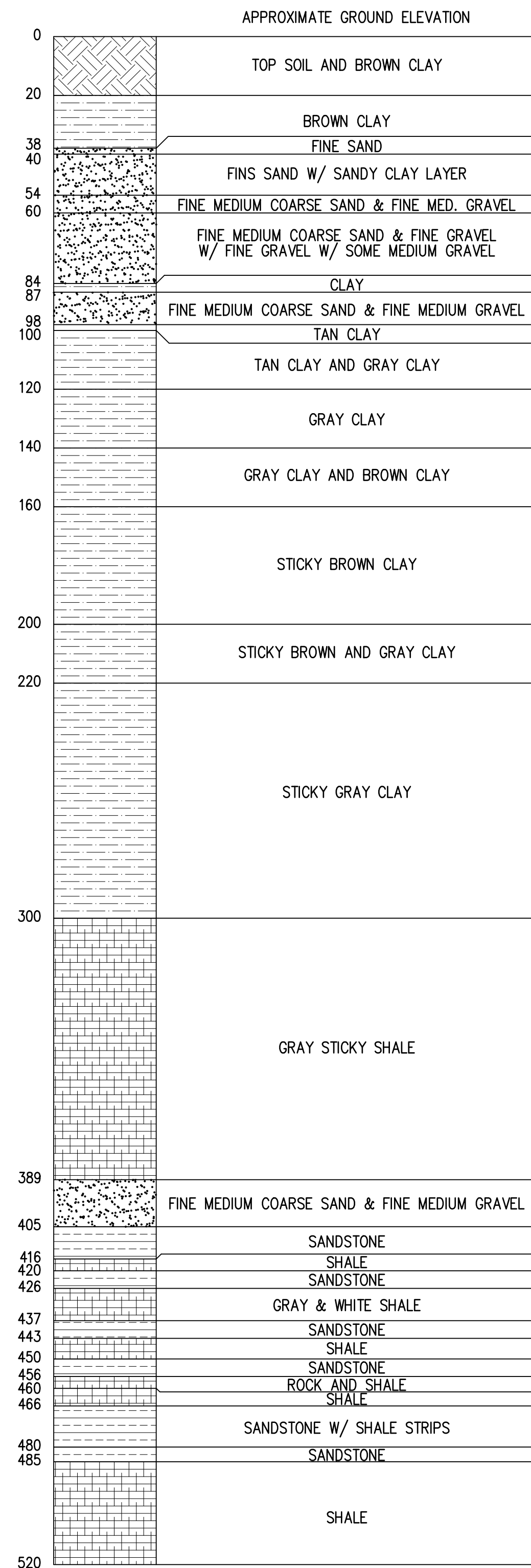


VERIFY SCALES

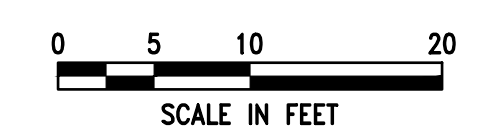
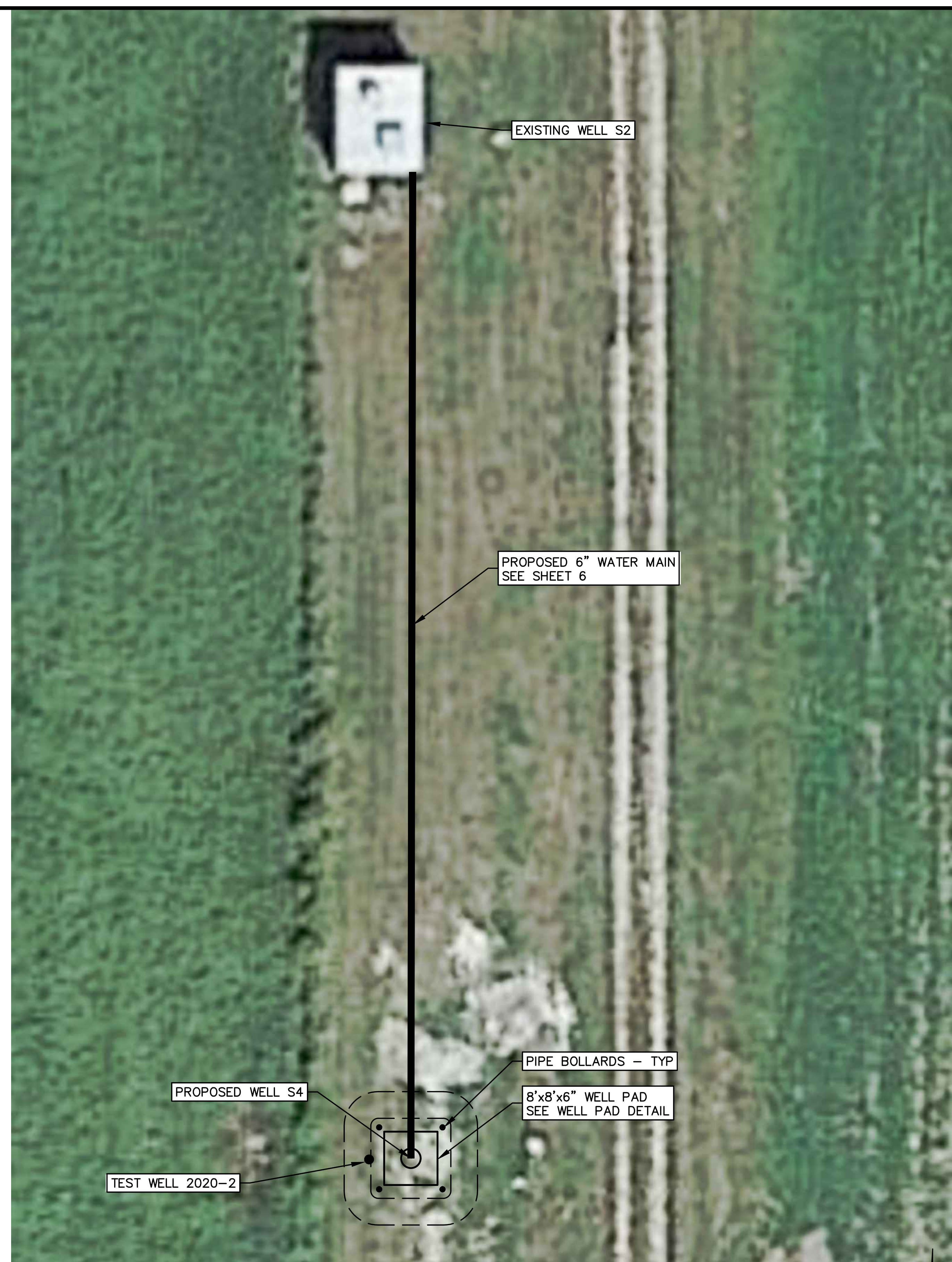
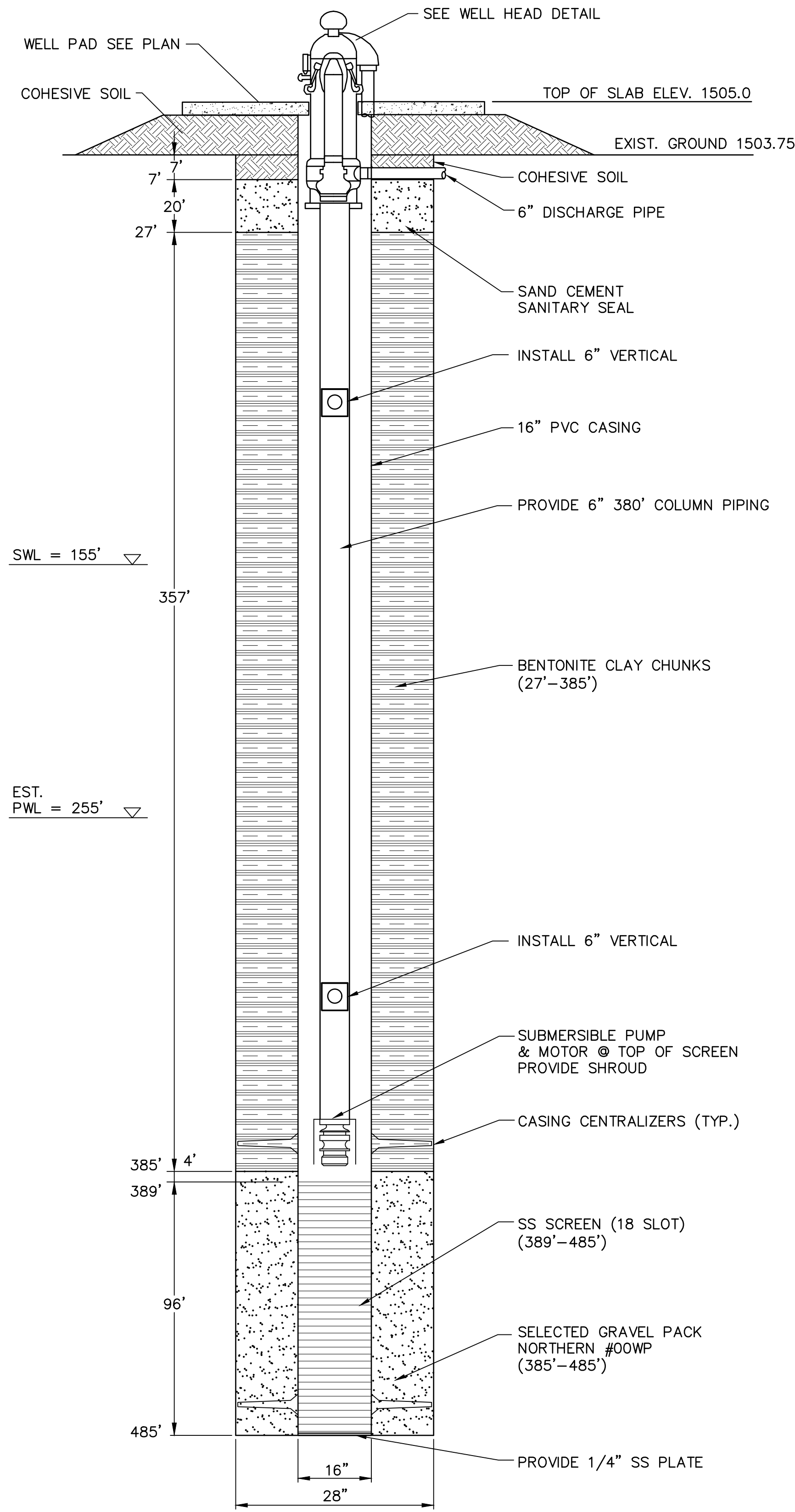
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

| | |
|-------------|-------------------|
| SCALE: | NO SCALE |
| PROJECT NO. | 453-C1-001 |
| DATE: | AUGUST, 2021 |
| FIELD BOOK | M&A DWG NO. 39354 |
| DRAWN BY: | APRVD BY: CAM |
| SHEET | 2 |

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 C:\Projects\453\453-C1-001\Civil-Dwg\Sheet Drawings\SW Well.dwg



DRILLERS LOG OF TEST WELL 2020-2
 DRILLED BY:
 SARGENT DRILLING, JULY 15, 2020



| REVISIONS | BY |
|-----------|----|
| | |
| | |
| | |

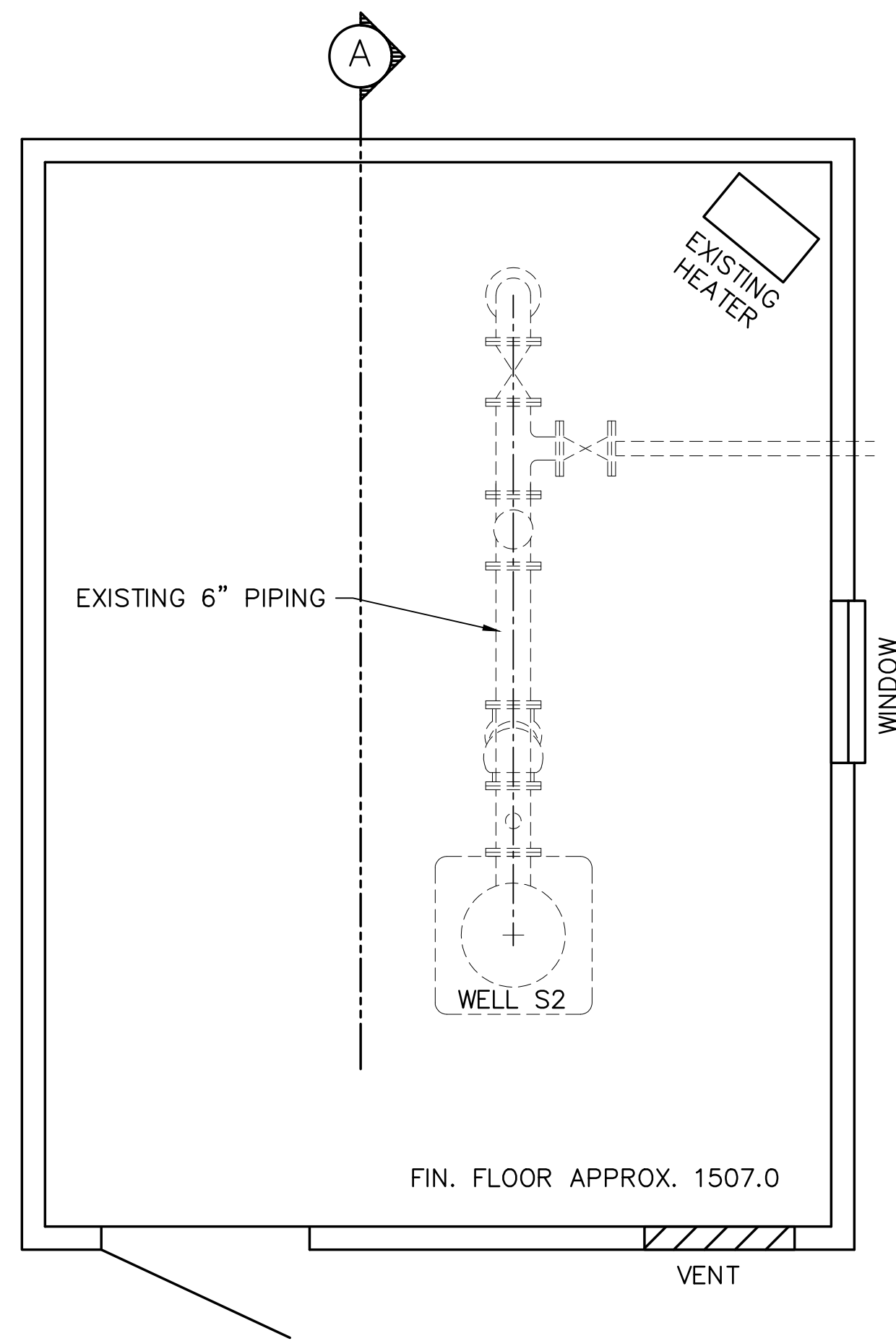
M&A
 Miller & Associates
 Consulting Engineers, P.C.
 Kearney, NE (308) 234-6456
 McCook, NE (308) 345-3710

SEWARD WELLS
WELL S4 DESIGN & SITE PLAN
 SEWARD, NEBRASKA

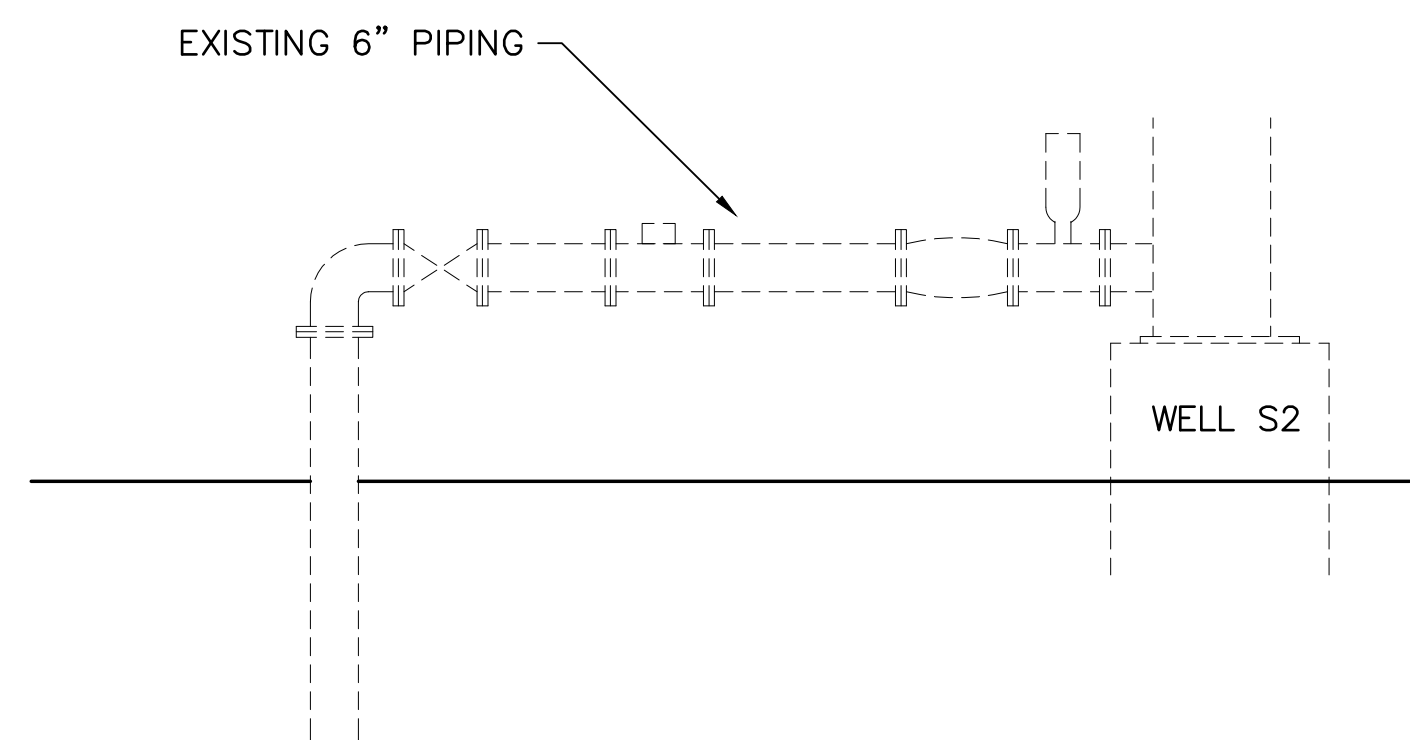
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VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 0 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE: NO SCALE
 PROJECT NO. 453-C1-001
 DATE: AUGUST, 2021
 FIELD BOOK M&A DWG NO. 39352
 DRAWN BY: BSF APRVD BY: CAM
 SHEET **4**



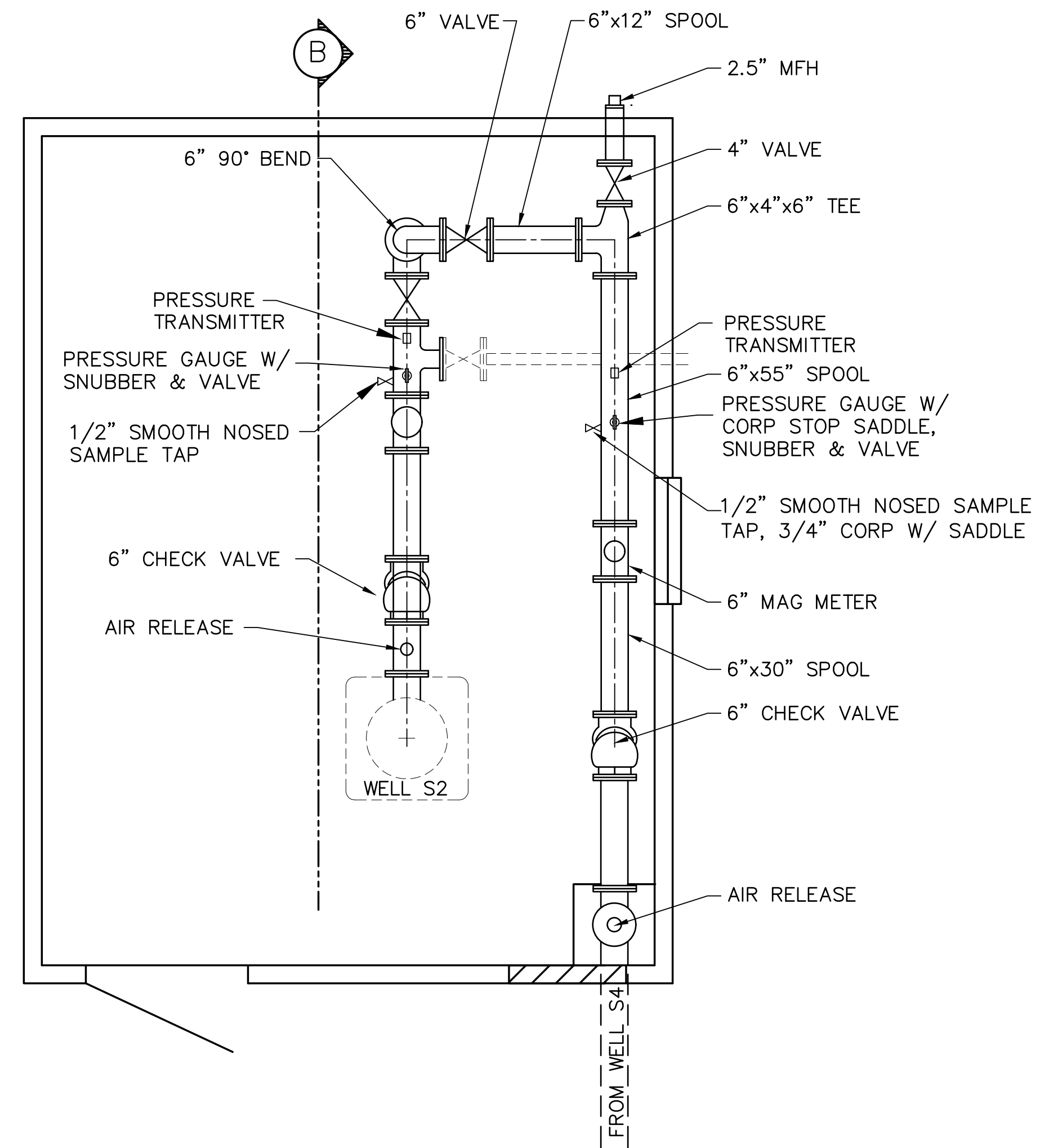
NORTH
EXISTING FLOOR PLAN
WELL HOUSE S2
 1/2" = 1'-0"



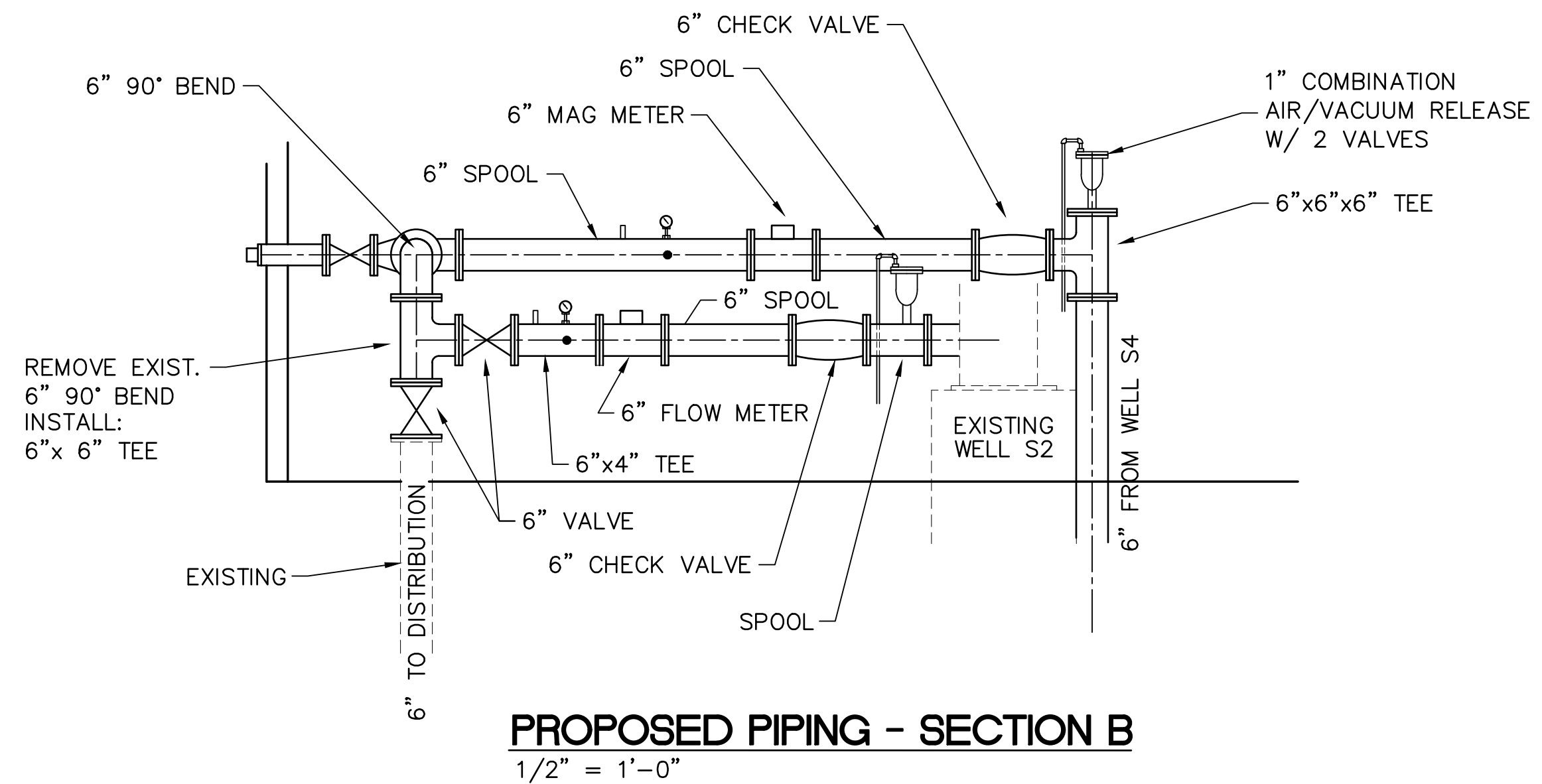
EXISTING PIPING - SECTION A
 1/2" = 1'-0"

GENERAL NOTES:

1. WELL HOUSE IS EXISTING, ELECTRICAL NOT SHOWN
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND JOB SITE CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER BEFORE PROCEEDING WITH THE WORK.
3. CONTRACTOR TO REBUILD WELL S2 PIPING WITH ADDITION OF S4 WELL IN WELL HOUSE PER DETAILS.



NORTH
MODIFIED FLOOR PLAN
WELL HOUSE S2
 1/2" = 1'-0"



PROPOSED PIPING - SECTION B
 1/2" = 1'-0"

REVISIONS BY



Miller & Associates
 Consulting Engineers, P.C.
 Kearney, NE (308) 234-6456
 McCook, NE (308) 345-3710

EXISTING WELL HOUSE S2 MODIFICATIONS
SEWARD, NEBRASKA

SEWARD WELLS

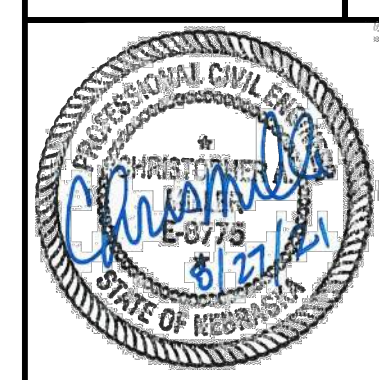


VERIFY SCALES

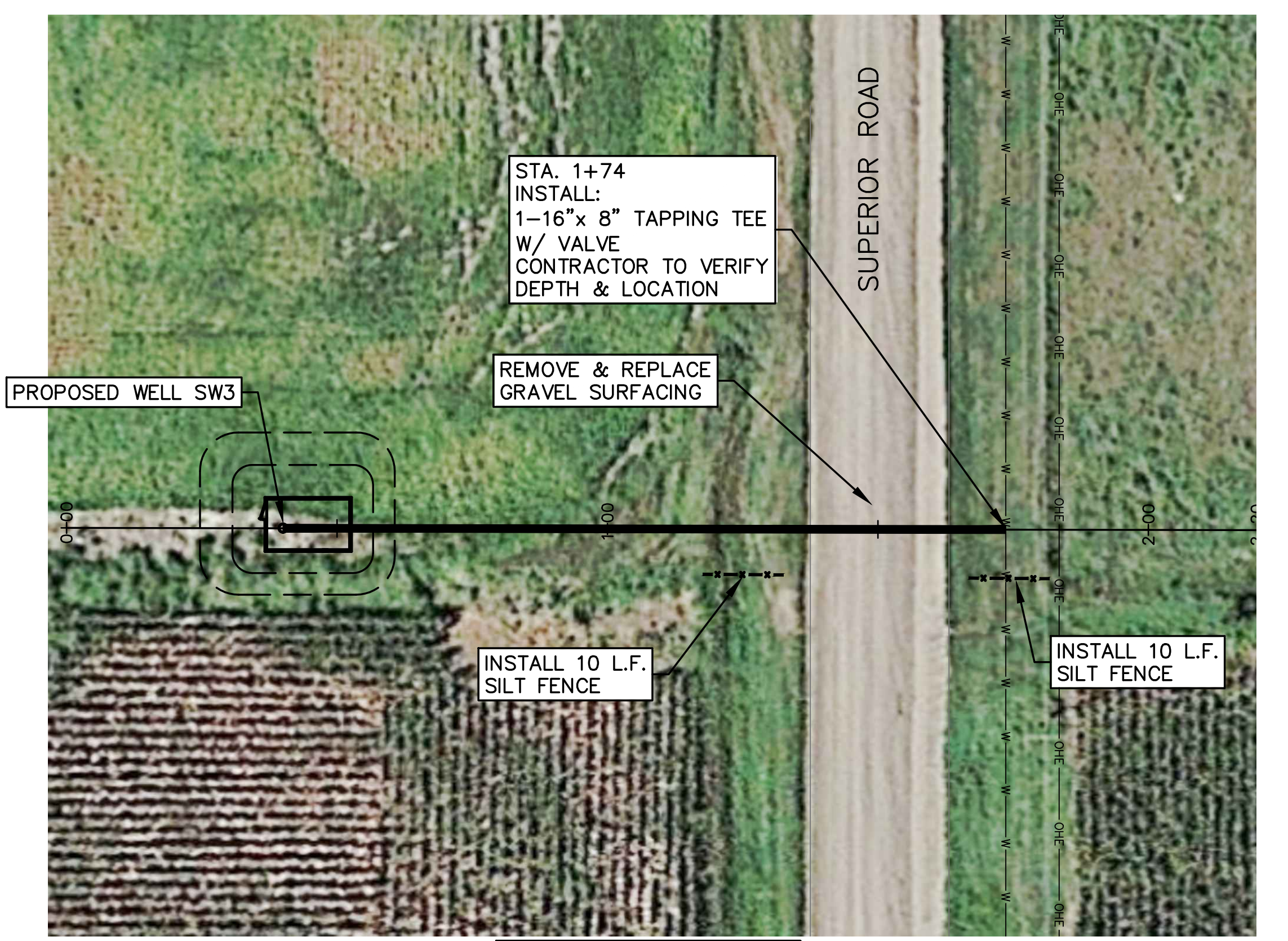
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 0 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

| | |
|-------------|-------------------|
| SCALE: | AS SHOWN |
| PROJECT NO. | 453-C1-001 |
| DATE: | AUGUST, 2021 |
| FIELD BOOK | M&A DWG NO. 39351 |
| DRAWN BY: | APRVD BY: CAM |
| BSF | |
| SHEET | |

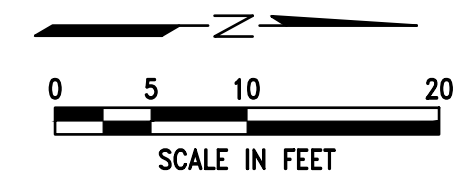
SEWARD WELLS
PLAN & PROFILE
SEWARD, NEBRASKA



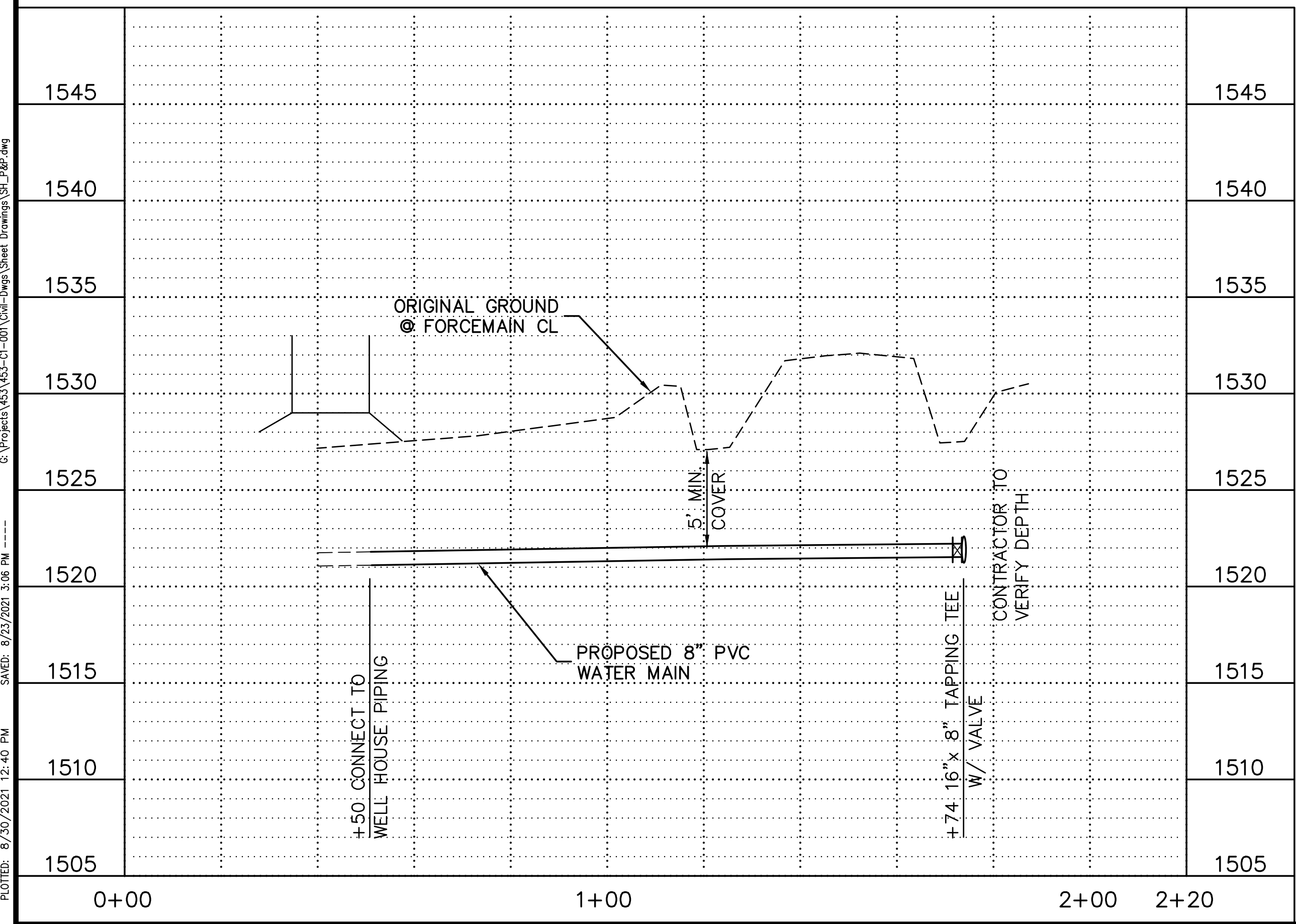
VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
 SCALE: 1"=5' VERT. 1"=20' HORIZ.
 PROJECT NO: 453-C1-001
 DATE: AUGUST, 2021
 FIELD BOOK M&A DWG NO. 39350
 DRAWN BY: BSF APRVD BY: CAM
 SHEET **6**



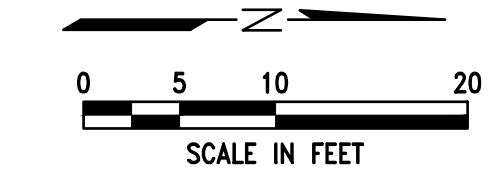
STA. 0+50 TO STA. 1+74
 INSTALL:
 124 L.F. 8" WATER MAIN
 0.5 ACRES SEEDING
 5 TONS GRAVEL SURFACING



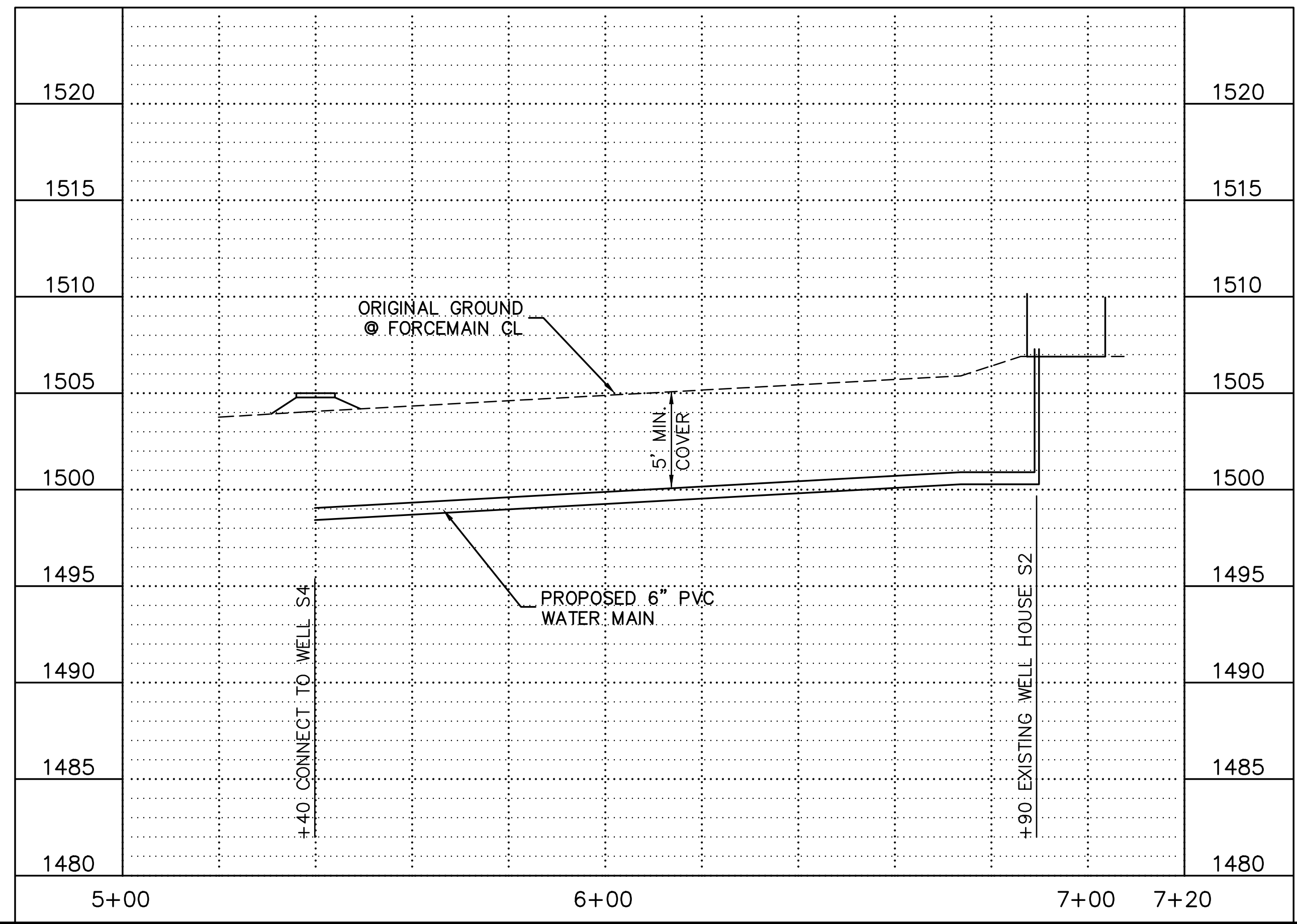
WELL SW3 PIPING PROFILE



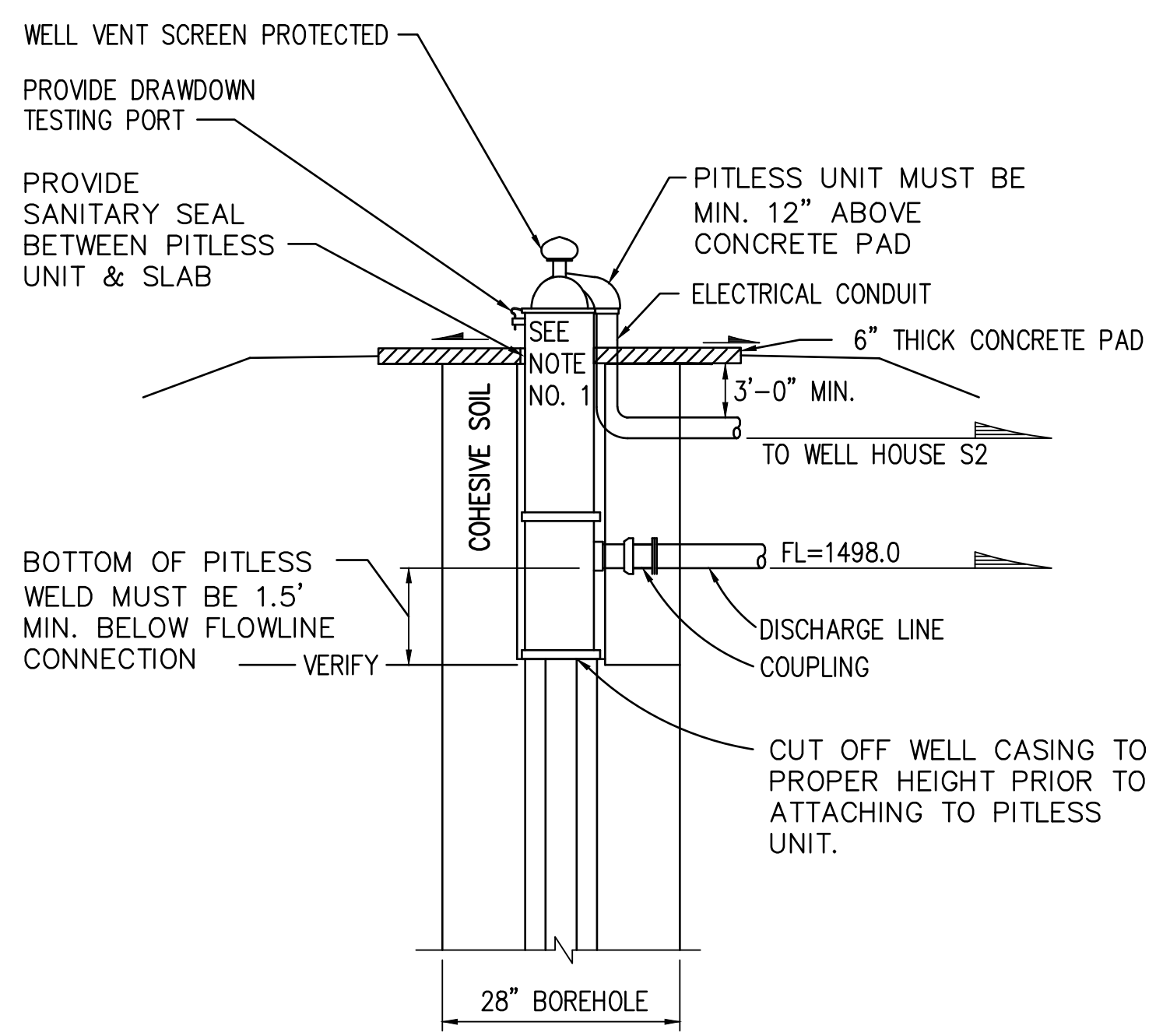
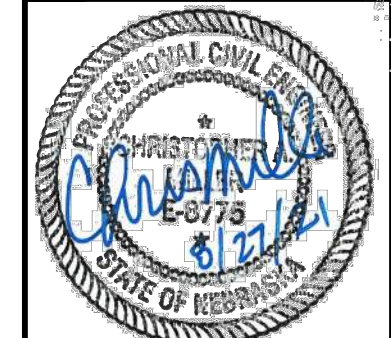
STA. 5+40 TO STA. 6+90
 INSTALL:
 150 L.F. 6" WATER MAIN
 0.5 ACRES SEEDING



WELL S4 PIPING PROFILE

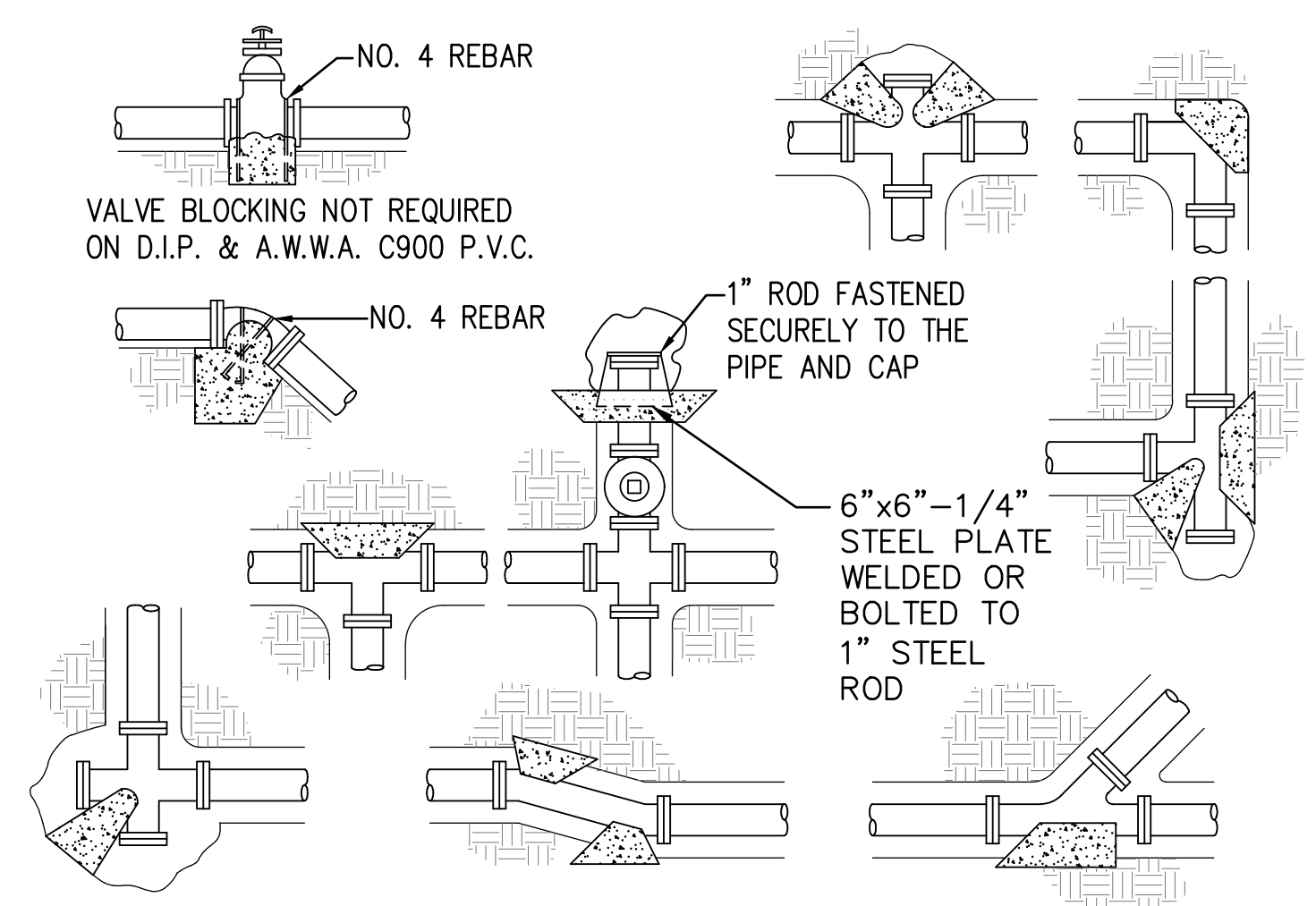


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 C:\Projects\453\453-C1-001\Civil-Dwg\Sheet Drawings\SW3_PIP.dwg



NOTES:
1. PITLESS UNIT INCLUDES DROP PIPE, TRANSITION TO DISCHARGE PIPING, SEALED CONDUIT CONNECTION AIRLINE PORT, TRANSDUCER PORT & WATER TIGHT WELL CAP.

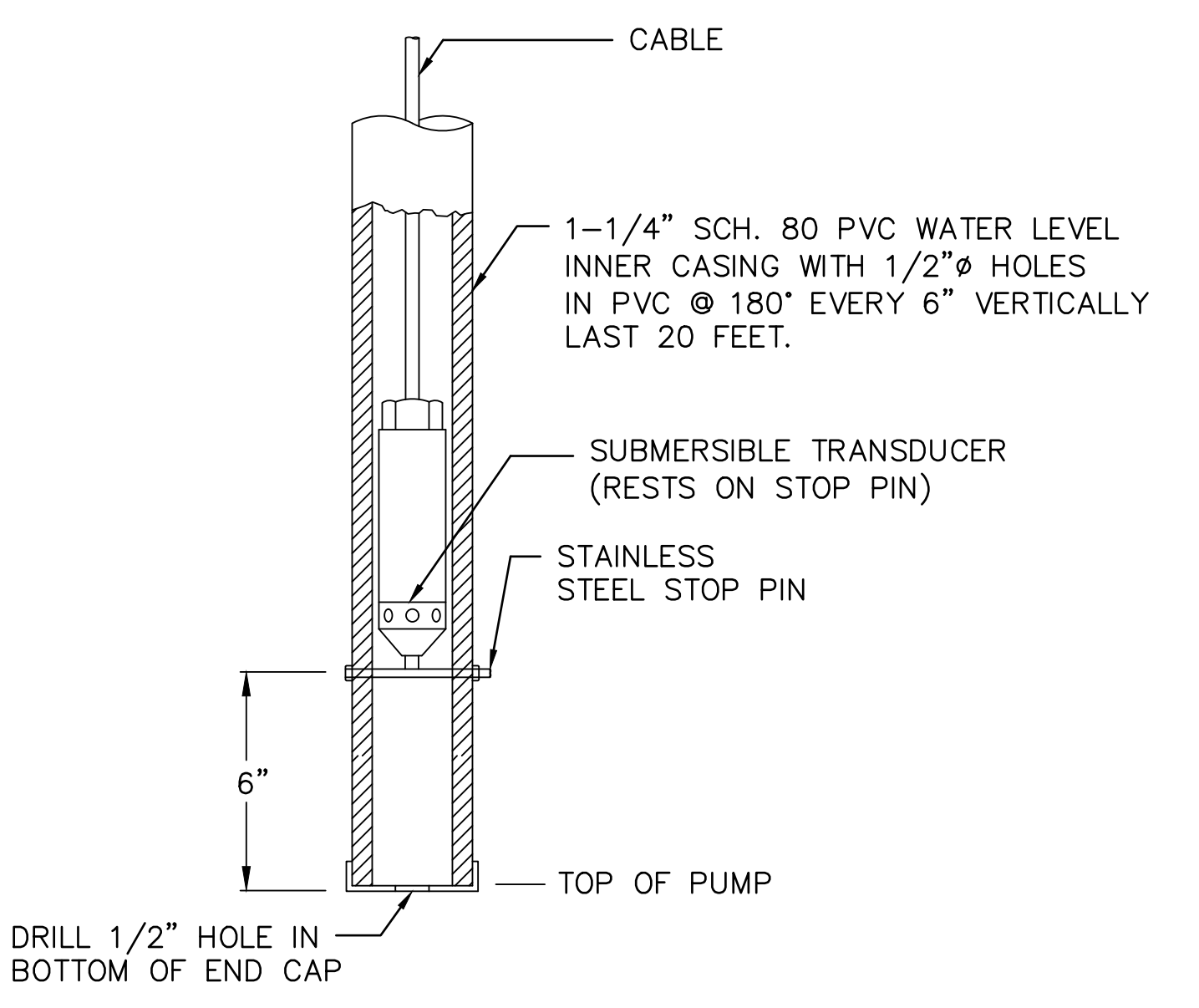
WELL HEAD DETAIL S4
NO SCALE



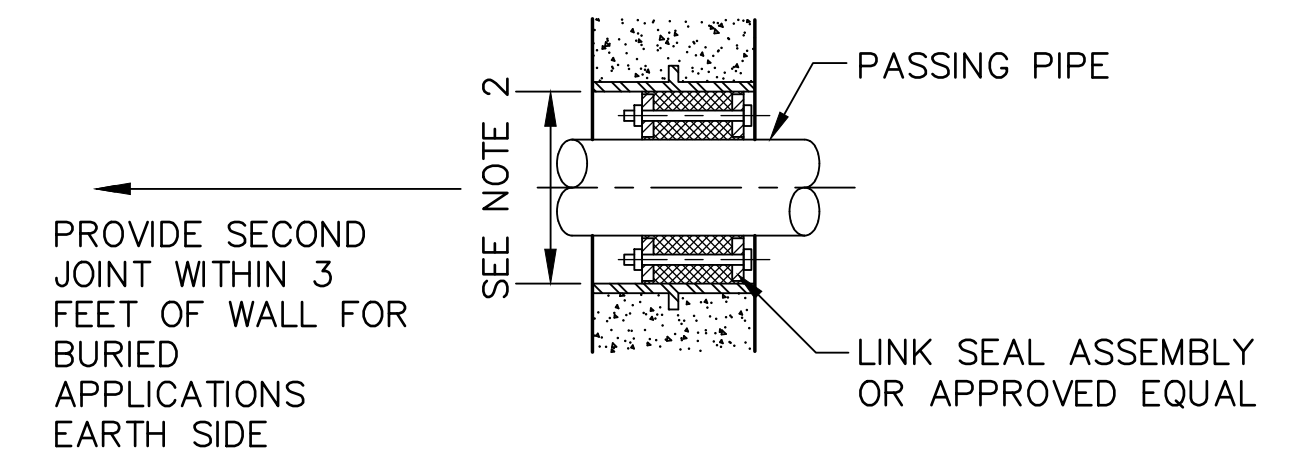
NOTES:
CARE SHALL BE EXERCISED TO ASSURE JOINT, INCLUDING BOLTS, WILL BE ACCESSIBLE
UNLESS OTHERWISE SPECIFIED CONC. MIX COMPRESSIVE STRENGTH SHALL BE 3,000 PSI AT 28 DAYS.
THIS DETAIL FOR BOTH VERT. AND HORIZ. PIPE

| FITTING SIZES | BEARING AREA OF BLOCK IN SQ. FT. | | | | | |
|---------------|----------------------------------|-------|----------|----------|------------|--|
| | VALVES & DEAD ENDS | TEES | 90° BEND | 45° BEND | 22-1/2\"/> | |
| 3" & SMALLER | 0.7 | 1.0 | 0.5 | 0.3 | 0.2 | |
| 4" | 1.9 | 2.7 | 1.4 | 0.7 | 0.4 | |
| 6" | 4.2 | 6.0 | 3.2 | 1.7 | 0.8 | |
| 8" | 7.5 | 10.7 | 5.8 | 2.9 | 1.5 | |
| 10" | 11.8 | 16.7 | 9.0 | 4.6 | 2.3 | |
| 12" | 17.0 | 24.0 | 13.0 | 6.6 | 3.3 | |
| 14" | 23.1 | 32.7 | 17.7 | 9.0 | 4.5 | |
| 16" | 30.2 | 42.7 | 23.1 | 11.8 | 5.9 | |
| 18" | 38.2 | 54.0 | 29.2 | 14.9 | 7.5 | |
| 20" | 47.1 | 66.6 | 36.1 | 18.4 | 9.2 | |
| 24" | 67.9 | 96.0 | 51.9 | 26.5 | 13.3 | |
| 30" | 106.0 | 149.9 | 81.2 | 41.4 | 20.8 | |
| 36" | 152.7 | 215.9 | 116.9 | 59.6 | 29.9 | |

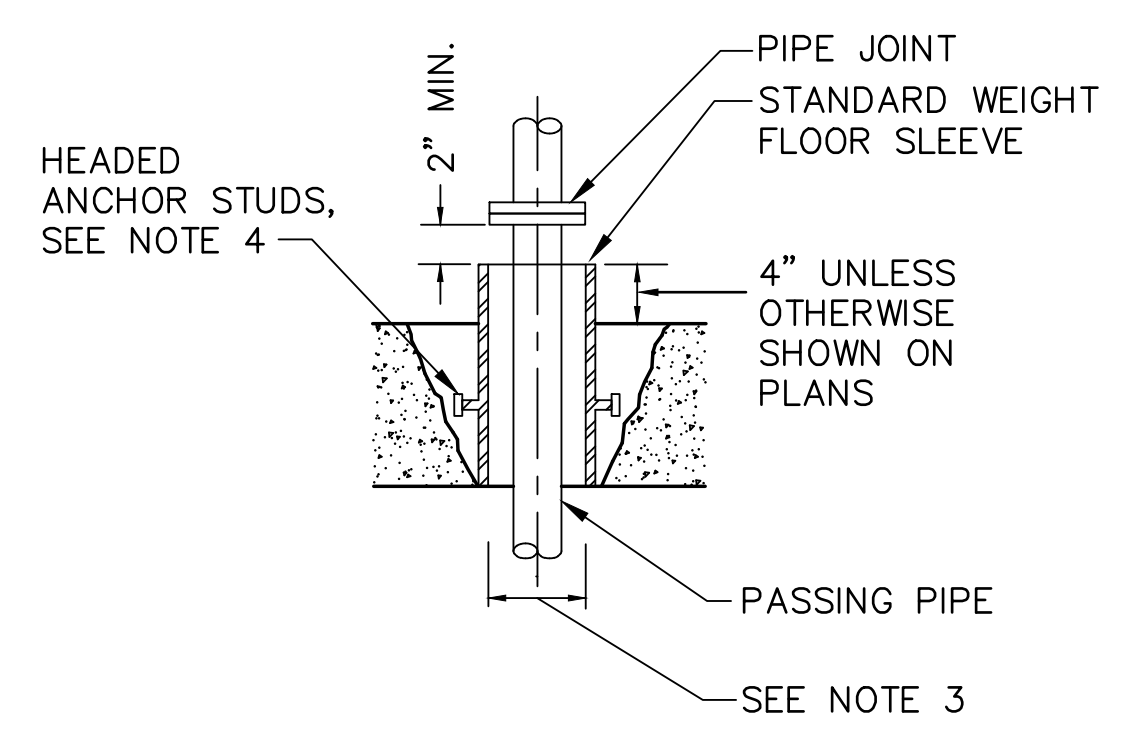
STANDARD BLOCKING DETAILS
NO SCALE



WELL LEVEL TRANSDUCER HOUSING DETAIL
NO SCALE



EXTERIOR WALL PENETRATION DETAIL

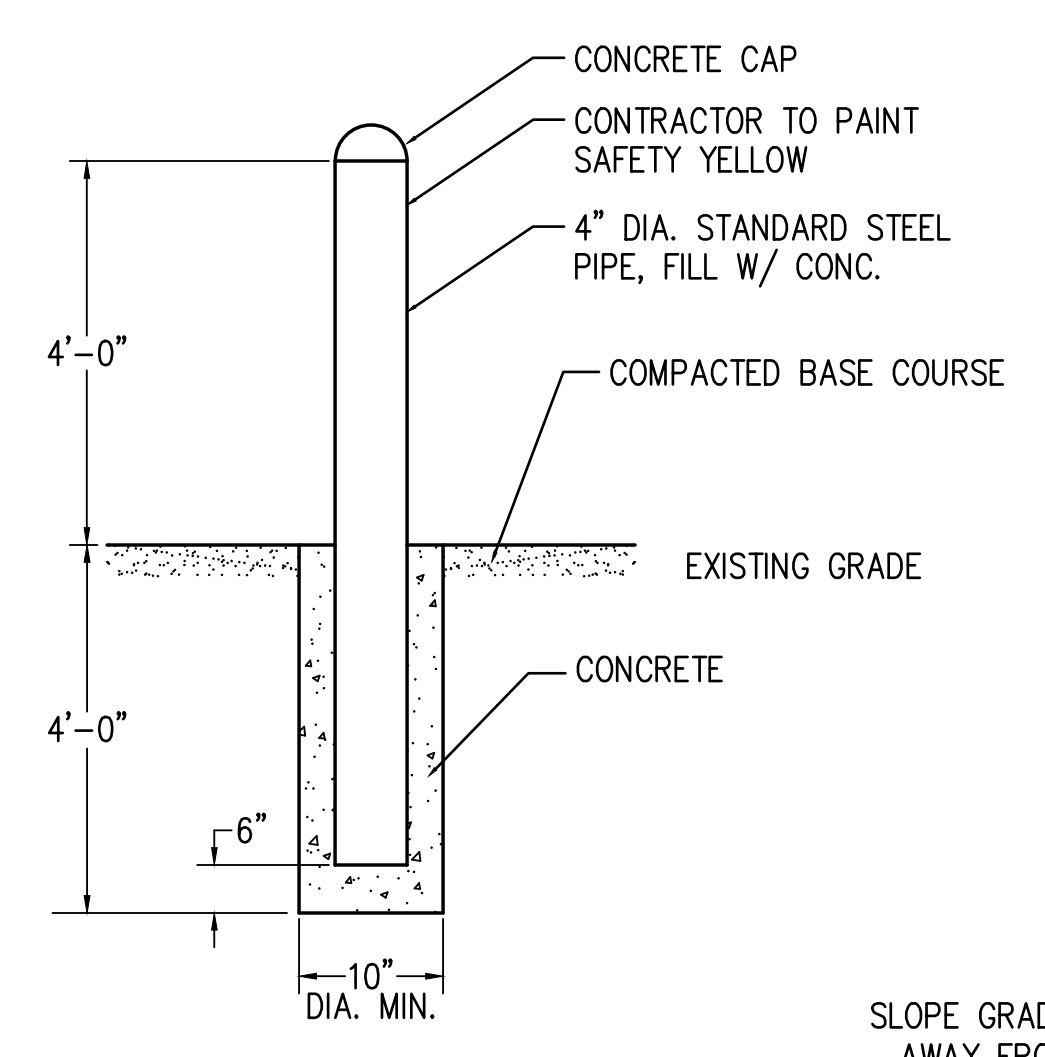


SLAB PENETRATION DETAIL
3" AND LESS DIA. PIPES
NO SCALE

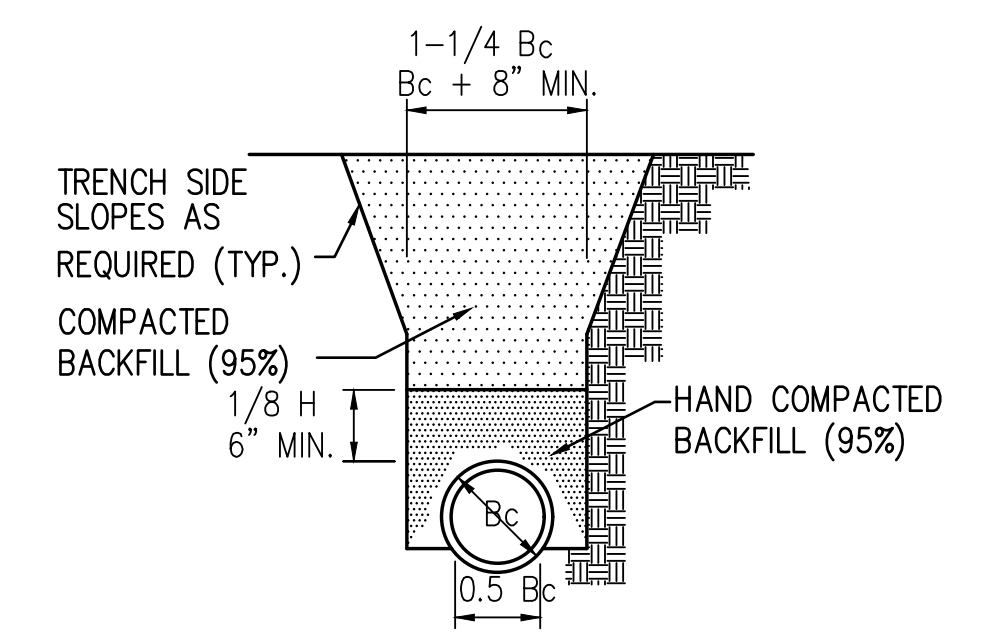
NOTES:

- PENETRATIONS SHALL CONFORM TO THE PENETRATION CONDITIONS INDICATED UNLESS OTHERWISE NOTED ON THE DRAWINGS
- INSIDE DIAMETER OF PIPE SLEEVE SHALL BE AS REQ'D BY THE MODULAR MECHANICAL SEAL ASSEMBLY MFR FOR THE PASSING PIPE SEAL.
- INSIDE DIAMETER OF SLEEVE SHALL BE A MINIMUM OF THE DIAMETER REQUIRED TO REMOVE THE PASSING PIPE PLUS 1/2". INSIDE DIAMETER SHALL BE LARGE ENOUGH TO INSTALL THE INDICATED ANNULAR PIPE SEAL.
- PROVIDE A MINIMUM OF THREE HEADED ANCHOR STUDS PER SLEEVE, EQUALLY SPACED.
- COAT EMBEDDED WALL AND FLOOR PIPES AND SLEEVES WITH SPECIFIED PAINT SYSTEM PRIOR TO CONCRETE PLACEMENT.

PENETRATION DETAILS
NO SCALE

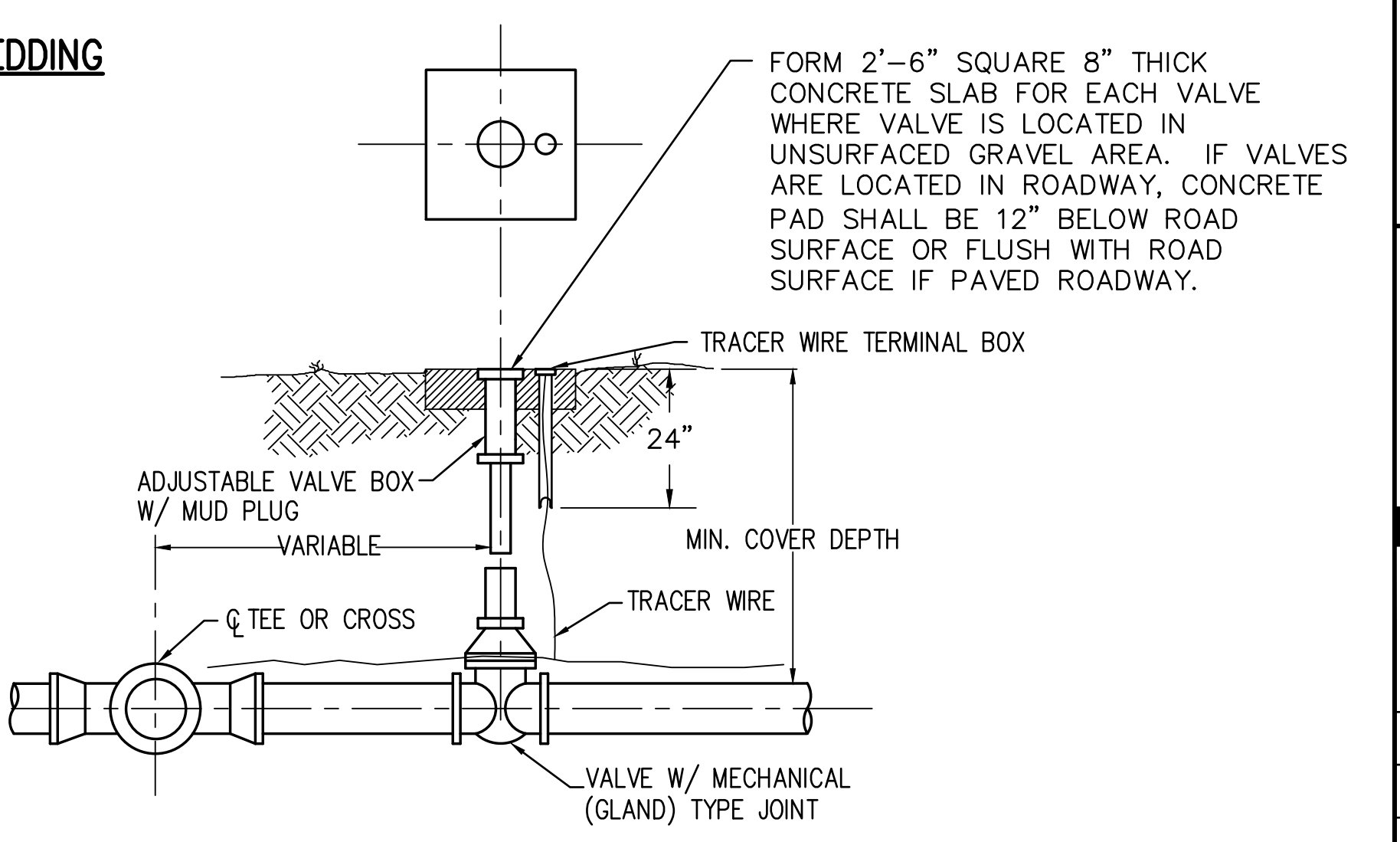


BOLLARD DETAIL
NO SCALE

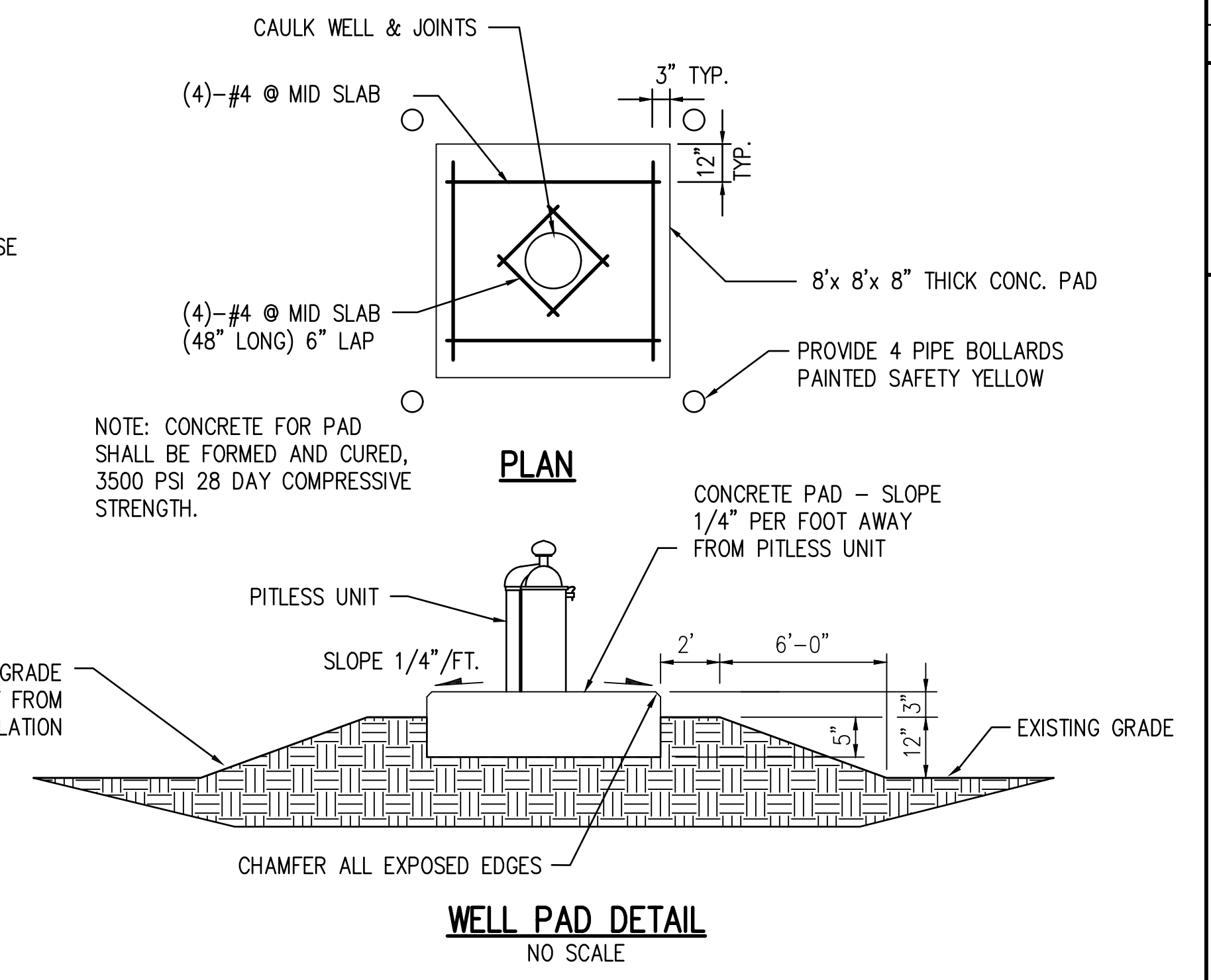


LEGEND
Bc = OUTSIDE DIAMETER
H = BACKFILL COVER ABOVE TOP OF PIPE

SHAPED SUBGRADE
CLASS "C" BEDDING
NO SCALE



VALVE & BOX DETAIL
NO SCALE



WELL PAD DETAIL
NO SCALE

3. Consideration of a Resolution to Set Sewer Rates Based on January & February 2022 Consumption for a 12-Month Period Starting April 2022 - City Administrator Butcher

RESOLUTION NO. 2022-12

WHEREAS, Section 325-8.1 of the City Municipal Code of the City of Seward, Nebraska provides that annual residential sewer charges are based upon water consumption billed in January, February, and March;

WHEREAS, the City of Seward and State of Nebraska has seen extreme winter drought in the winter of 2021-2022; and

WHEREAS, early season watering has been recommended in March 2022 to assist trees, plants, and turf to properly grow.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT:

1. That residential sewer rates for the 12 months beginning April 2022 shall be based on an average of the water consumption billed in January 2022 and February 2022.

3. All previous resolutions in conflict with this resolution as they relate of the above described area or portion of street are hereby revoked

Dated: _____ day of _____, 2022

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

REPORTS

1. City Administrator's Report - City Administrator Butcher

CITY ADMINISTRATORS REPORT – 3/15/22

- Monitoring a number of street projects Waverly Road (seeding and painting), design work on East Seward, East Hillcrest, Plum Creek Bridge on Hillcrest.
- Covid-19 response to inquiries and issues, no known employees out.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items and related matters.
- Covid-19 Unified Command Calls when held.
- Briefed with Wellness Center Committee on a number of items related to CCCFF Grant, Sales Tax Agenda Item, Shovel Ready Grant, building O&M budget and design matters.
- Reviewed a number of floodplain permits.
- Assisted with final planning for annual awards banquet.
- Answering DTR Grant questions as they come in.
- Reviewed items for Petsource expansion TIF application, moved meetings to April.
- Worked with Ameritas on amendment item to City's offered 457 plan.
- Attended Feb. 28 P&Z Meeting on proposed Prairie View Development.
- Worked with City Engineer on a number of follow-up items with County and NDOT on long term north-south solutions, speeds on highways in town, and short term items related to E. Seward Street.
- Met with landowner of proposed Wellness Center site for planning and utility discussion.
- Reviewed Petsource Expansion and Tenneco HVAC electrical requirements with staff.
- Assisted with Junior Achievement at the Seward Elementary School.
- Monitoring NCEA's failure to secure Neb. Environmental Trust Grant for 2022.
- Preparing meeting for CDBG Reuse Loan Fund for review of terms for Bottle Rocket Brewing Loan.
- Attended County Board meeting on Seward County 1 and 6 Year Plan. Presented City's concern on North South travel and options along 252nd and Matzke Highway.
- Assisted with development of Promissory Note for former police officer.
- Met with County H.R. director to discuss the City's process for comparability.
- Met with Windstream on their fiber implementation plans Seward.

The departments are working on the following projects to name a few:

Police Department

- Interview intern candidate March 9 at the Police Department.
- Suicide Prevention Coalition March 9 at the Library.
- Human Trafficking Task Force March 10 at Nebraska State Patrol.
- Officer Waldron returned to duty on March 7.

City Clerk/Human Resources/City Hall

- Updating Section 2 of the Employee Personnel Handbook and reviewing Section 3.
- Meeting with Jonathan Jank on March 8 to discuss steps to meet for April 1st regarding the NPPD Rail Campus ESA Grant.
- Surplus bids due March 11th.
- Collecting sheets from Dept. Heads for review of the City Administrator.
- Looking into Dept. Head training and dates, particularly for harassment training on March 23.

Water/Wastewater Department

- Bring out camera truck from winter hibernation, service vehicle and cameras.
- Camera sewer from Manhole E10-6 East 50 to 60 yards, locate sewer taps.

- Meeting March 9 to go over SW3, and S4 approved well permits, technical specifications and lab results.
- North water tower paint repair northwest leg.

Parks and Rec/Cemetery/Golf/Pool

- Cemetery board meeting was March 7th, 2022.
- Soccer, softball and baseball registration is over now, so organizing everything from those sport programs.
- Snow removal.
- Servicing Equipment.

Civic Center

- Staff out for spring break, Civic Center Manager Wiseman will cover.
- Meetings as usual.

Electric Department

- Set poles and install lights at Police Dept.
- Set new poles and rebuild overhead services on East Seward.
- Work on Pet Source project.
- Install 3 phase at 641 Seward St.

Street Department

- Trim alleys.
- Stumping.
- Snow removal and sanding when needed.

Library

- Zoom SELS Board meeting on Wednesday at 1pm.
- Staff meeting Friday at 8am.
- Scrabble Tournament on Saturday, March 12.
- National Library Week planning (April).

Building Inspection/Planning Department

- The Planning Commission will be meeting Monday, March 14 at 7:30pm for the Bluff Road preliminary and final plat as well as the storm water ordinance discussion.
- DTR code violation meetings.
- Hartmann Construction has filled and leveled the Glaser house site.
- Petsource finished reviewing the drainage and sanitary plans.
- Regular inspections and plan reviews.

Engineering

- Short and long-term plans for altered traffic patterns, prep for Stakeholder meeting (Mar. 21, Civic Center) for East Seward.
- Bank trucks and modify status as collector street for East Seward Street.
- Preliminary plat approval, Planning Commission meeting, City Council meeting, and coordinate stormwater management with SHE for the Prairie View Development.
- Petsource plan set review, detention basin survey, Phase 1 Site Assessment update for Seward Rail Campus.
- Stormwater management for ULDO updates.

Finance Dept.

- Payroll & claims.
- Payroll statement reconciliation.
- Bond payment transfers.
- Distribute TIF tax receipts.
- Nick out March 8, 2022; back in the office on March 21st.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
STRATEGY SESSION**

1. Strategy Session with City Attorney to Provide Negotiation Guidance Concerning Real Estate Interests at the Commercial Rail Campus Development Area - City Attorney Hoffschneider

MOTION TO ADJOURN

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

Derek Bargmann, City Clerk

Date