

**SPECIFICATIONS
and
CONTRACT DOCUMENTS**

**LOWER PLATTE SOUTH
NATURAL RESOURCES DISTRICT**

**MEADOWLARK LAKE RECREATION AREA
GRASSLAND ENHANCEMENT- TREE REMOVAL PROJECT**

Seward County, Nebraska



PREPARED BY:

The Flatwater Group, Inc.
8200 Cody Drive, Suite A
Lincoln, Nebraska 68512
Phone: 402-435-5441

Flatwater Group Project No. LPS-2010-01
13 September 2010 @ 2:30PM



3125 Portia St. • PO Box 63581 • Lincoln, NE 68501-3581 • (402) 476-2729 • FAX: (402) 476-6454

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NEAR:	Meadowlark Lake
COUNTY:	Seward

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INVITATION for BIDS

Sealed Bids will be received by the Lower Platte South Natural Resources District, 3125 Portia Street, P.O. Box 83581, Lincoln, Nebraska, 68501-3581, for the following project at the time listed:

BID DATE AND TIME: 13 September 2010 @ 2:30 P.M.

PROJECT: Meadowlark Lake Recreation Area Grassland Enhancement
Tree Removal Contract

LOCATION: E 1/2 Section 1, Township 12 North, Range 4 East
Bound by Ashland Road on the north and Little Salt Road on the south, between
County Road 154 and NW 126th

NEAR: Meadowlark Lake

COUNTY: Seward

Bids will be publicly opened, read aloud, and tabulated at the office of the Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln, Nebraska at the time specified. If auxiliary aids or reasonable accommodations are needed for attendance at the bid opening, please call Dan Schulz 402-476-2729. Advance notice of seven days is needed when requesting an interpreter.

Bidding Documents are available at the website of the Lower Platte South NRD at www.lpsnrd.org or at http://flatwatergroup.com/media/project_summaries/MeadowlarkGrasslandEnhanceSpecs.pdf. Bidding documents are also on file in the office of the engineer: The Flatwater Group, 8200 Cody Drive, Suite A, Lincoln, Nebraska, 68512, phone (402) 435-5441 for a non-refundable charge of \$15.00. Interested Prime Contractors/Bidders may obtain copies of the Bid Documents upon request to this office.

Bidding Documents are also on file for Sub-Contractor's/Bidder's use at (1) Lincoln Builders Bureau, 5910 South 58th, Lincoln, Nebraska; and (2) The Lower Platte South Natural Resources District. The Lower Platte South Natural Resources District reserves the right to accept or reject any or all Bids and to waive any or all informalities or irregularities.

Bidder's proposal shall be submitted on a form supplied with the Bidding Documents and must be accompanied by a certified check, cashier's check, or Bid Bond in an amount equal to not less than five (5) percent of the total Bid, made payable to the Treasurer, Lower Platte South Natural Resources District as Bid security. Bid security shall be considered as liquidated damages and forfeited to the Lower Platte South Natural Resources District if the Bidder's proposal is accepted and the Bidder fails to execute the contract and provide the required bond(s) and insurance specified.

Bid proposals shall be marked "Meadowlark Lake Recreation Area Grassland Enhancement -Tree Removal Contract". The successful Bidder is required to furnish a Performance Bond and a Labor and Material Payment Bond in the full amount of the contract sum at the time of contract award. The Lower Platte South Natural Resources District reserves the right to accept or reject any or all Bids and to waive any or all informalities or irregularities.

No Bidder may withdraw his Bid Proposal for a period of **sixty (60) days** after the date set for opening of Bids. Work shall begin within ten (10) days after the notice to proceed has been issued and shall be completed within the time(s) designated in the Bid Form.

All work and materials are to be guaranteed for a period of one year following final acceptance by the NRD. Each successful bidder shall supply a Construction Performance Bond and a Construction Payment Bond executed by a Corporate Surety licensed in the State of Nebraska, each in an amount equal to 100 percent of the contract price. Final payment will be made within thirty (30) days after completion and acceptance of the completed work.

By order of the Board of Directors, Lower Platte South Natural Resources District, Lincoln, Nebraska.

BY: GLENN JOHNSON – General Manager

INSTRUCTIONS TO BIDDERS

I. DEFINITIONS

- A. Bidding Documents include the Advertisement, Instructions to Bidders, the bid form, contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids.
- B. Addenda are written or graphic instructions issued by the Architect/Engineer prior to the execution of the Contract which modify or interpret the bidding documents.
- C. Contract documents include the executed Contract form, General and Supplementary Conditions of the Contract, the drawings, the specifications, all Addenda and all Contract change orders as issued.
- D. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein.

II. BIDDER'S REPRESENTATION.....

- A. EACH BIDDER BY MAKING HIS BID PRESENTS THAT:
 - 1. He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2. He has visited the site and has familiarized himself with the local conditions under which the Work is to be performed.
 - 3. His Bid is based upon the materials, systems and equipment described in the Bidding Documents.

III. BIDDING DOCUMENTS.....

- A. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:
 - 1. Bidders shall promptly notify the Architect/Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
 - 2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to the Architect/Engineer at least seven days prior to the date for receipt of bids.
 - 3. Interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections or changes.

- B. SUBSTITUTIONS:
 - 1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
 - 2. No substitution will be considered unless written request for approval has been submitted by the Bidder at least five days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment and a complete description of the proposed item and any other information necessary for evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of Proof of the merit of the proposed substitute is upon the proposer. The Architect/Engineer's decision of approval or disapproval of a proposed substitution shall be final.
 - 3. If the Architect/Engineer approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

C. ADDENDA:

1. Addenda will be mailed or delivered to all who are known by the Architect/Engineer to have received a complete set of Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

IV. **BIDDING PROCEDURES**.....

A. FORM AND STYLE OF BIDS:

1. Bids shall be submitted on the forms provided by the Architect/Engineer.
2. All blanks on the form shall be filled in by typewriter, computer or manually in ink.
3. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
4. Any interlineation, alteration or erasure must be initialed by the signer of the Bid.
5. All requested alternates shall be bid or marked "No Bid".
6. Where there are two or more major items of work for which separate quotations have been requested, Bidder may state on the proposal form his refusal to accept less than whatever combination of the items he may stipulate.
7. Each Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A proposal by a corporation shall further give the State of Incorporation.

B. BID SECURITY:

1. Each Bid shall be accompanied by a bid security in the required form and amount stipulated in the advertisement for bids pledging that the Bidder will enter into a contract with the Owner on the terms stated in his proposal and will furnish bonds as described here-in-after covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the Bid Security shall be forfeited to the Owner as liquidated damages, not as penalty.
2. If a surety bid bond is provided it shall be written on an approved form of Bid Bond, and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
3. The Owner will have the right to retain the bid security of Bidders until (a), the Contract has been executed and bonds have been furnished or (b), the specified time has elapsed so that Bids may be withdrawn, or (c), all Bids have been rejected.

C. SUBMISSION OF BIDS:

1. All Bids, the bid security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
2. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement to Bidders, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

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3. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids.
 4. **Oral, telephonic or telegraphic (by fax) Bids are invalid and will not receive consideration.**

D. MODIFICATION OR WITHDRAWAL OF BID:

1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.
2. Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice in writing to the Architect/Engineer prior to the time designated for receipt of Bids.
3. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
4. Bid security shall be in amount sufficient for the Bid as modified or resubmitted.

V. **CONSIDERATION OF BIDS**

A. OPENING OF BIDS:

1. Properly identified Bids received on time will be opened publicly read aloud, and an abstract of the amounts of the Base Bids and major Alternates, if any, will be made available to the Bidders.

B. REJECTION OF BIDS:

1. The Owner shall have the right to reject any or all Bids, to reject a Bid not accompanied by any required bid security or data required by the Bidding Documents or to reject a Bid in any way incomplete or irregular.

C. BUDGET LIMITATIONS:

1. Limited funds are available for construction of this project. The Lower Platte South Natural Resources District under the direction of Architect/Engineer, reserves the right to negotiate with the low bidder to delete portions of construction as necessary so that the project will not exceed available funds.
2. Cancellation of any portion of work through change order to confirm such negotiations, arrangements or deletions to original contract agreement will be issued by the Architect/Engineer upon contract award.

D. ACCEPTANCE OF BID (AWARD):

1. The Owner shall have the right to waive any informality or irregularity in any Bid received.
2. **The Owner shall have the right to accept Base Bid(s) and/or Alternates in any order and/or combination and to determine the low Bidder on the basis of the sum of the Base Bid(s) and the Alternates accepted.**
3. It is the intent of the Owner to award a contract, to one Contractor, to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

a. The lowest responsible Bidder will be evaluated on the following criteria:

- (1) The Bid price.

- (2) The ability, capacity and skill of the Bidder to perform the work required.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- (4) The quality of workmanship and level of performance on previous contracts.
- (5) Past and present level of compliance by the Bidder with laws relating to the contract.

VI. POST BID INFORMATION.....

A. SUBMISSION OF QUALIFICATION STATEMENT:

- 1. Bidders to whom award of a contract is under consideration shall submit to the Architect/Engineer upon his request a properly executed Contractor's Qualification Statement, AIA Document A305.

B. SUBMISSIONS:

- 1. Unless waived by the Architect/Engineer, the Bidder shall, within seven days of notification of selection for the award of a contract for the Work, submit the following information:
 - a. An itemized cost breakdown to be used for accounting and progress payments.
 - b. A designation of the Work to be performed by the Bidder with his own forces.
 - c. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the Work.
 - d. A list of names of the Subcontractors or other persons or organizations proposed for the principal portions of the Work.
 - e. Special items required for evaluation prior to contract award.
- 2. The Bidder will be required to establish to the satisfaction of the Architect/Engineer and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described.

VII. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. TIME OF DELIVERY AND FORM OF BONDS:

- 1. The Bidder shall furnish the required 100% Performance and 100% Labor and Material Payment Bonds to the Owner not later than the date of execution of the Contract.
- 2. The bonds shall be written in the form to AIA Document A312, Latest Edition as published by the American Institute of Architects shall be fully executed and attached to each copy of the "Form of Contract".
- 3. Bonds shall be issued by a Nebraska Resident Agent authorized to do Business in Nebraska.
- 4. The Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

VIII. SALES AND USE TAX.....

- A. Owner shall furnish Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for items incorporated into the Work considered by State of Nebraska to

be exempt from Sales Tax. Contractor is responsible to monitor valid dates and notify Owner if an extension is necessary.

B. This Appointment and Exempt Sale Certificate does not apply to:

1. Purchase of materials to be used but not incorporated into the Contract work, including but not limited to form lumber, scaffolding, etc.
2. Purchase or rental of machinery, equipment or tools owned or leased by Contractor and used in performing the work.

IX. FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR

A. FORM TO BE USED:

1. The Agreement for the Work will be written on the Standard Form of Contract between Owner and Contractor as bound in the Specifications. Contractor must have Form W-9 on file with LPSNRD before any payment can be made.

X. 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. 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
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.

FORM OF PROPOSAL

PROJECT: Meadowlark Lake Recreation Area Grassland Enhancement - Tree Removal

LOCATION: E 1/2 Section 1, Township 12 North, Range 4 East, Seward County
Bound by Ashland Road on the north and Little Salt Road on the south, between County Road 154 and NW 126th

NEAR: Meadowlark Lake

Lower Platte South Natural Resources District
3125 Portia Street
PO Box 83581
Lincoln, Nebraska 68501-3581

DATE: _____

TIME: _____

The undersigned, having examined the contract documents and investigated the local conditions affecting the project work, hereby proposes to construct the project in accordance with the contract documents for the following prices:

BASE BID: Complete the tree removal/clearing, piling, stump treatment, etc. as mapped and specified.

Meadowlark Lake Recreation Area Grassland Enhancement - Tree Removal Project				
BID I.D.	ACTIVITY	UNIT	QUANTITY	EXTENDED PRICE
MWMA-1	Mobilization/Demobilization	LS	1	\$
MWMA-2	Site Security	LS	1	\$
MWMA-3	Unit A Tree Removal: Clear and pile invasive trees and treat stumps. 19.8 acres	LS	1	\$
MWMA-4	Unit B Tree Removal: Clear and pile invasive trees and shrubs and treat stumps. 15.3 acres	LS	1	\$
MWMA-5	Unit C Tree Removal: Clear and pile invasive trees and treat stumps. 44.5 acres	LS	1	\$
MWMA-6	Unit D Tree Removal: Clear and pile invasive trees and treat stumps. 9.1 acres	LS	1	\$
MWMA-7	Unit E Tree Removal: Clear and pile invasive trees and treat stumps. 46.6 acres	LS	1	\$
MWMA-8	Prairie 1 Unit Tree Removal: Clear and pile invasive trees and treat stumps. 2.8 acres	LS	1	\$
MWMA-9	Prairie 2 Unit Tree Removal: Clear and pile invasive trees and treat stumps. 0.5 acres	LS	1	\$
MWMA-10	Prairie 3 Unit Tree Removal: Clear and pile invasive trees and treat stumps. 3.5 acres	LS	1	\$
SUBTOTAL of ITEMS MWMA-1 thru MWMA-10				\$
<i>Write out total amount \$ _____ Dollars</i>				

NOTE: Include all equipment, materials, labor and installation in Prices.

COMPLETION DATE:

The Contractor, under this agreement, shall commence this work within 10 calendar days of the date of the notice to proceed. **The Contractor shall have the work under the Base Bid, substantially complete within 120 calendar days of the date of the NOTICE TO PROCEED and shall have the work completed and site cleared and ready for the further use of the Owner by February 1, 2011.**

ADDENDUM RECEIPTS:

The receipt of the following Addenda to the drawings and specifications is hereby acknowledged:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

In submitting this proposal, the undersigned agrees:

- (1) That the Lower Platte South NRD reserves the right to accept or to reject any and all bids and to waive any or all informalities or irregularities.
- (2) This bid will be held open for acceptance for a period of **sixty (60) days**.
- (3) To enter into and execute the contract within ten (10) days, if awarded on the basis of this proposal.
- (4) To furnish a properly executed Performance Bond and Labor and Material Payment Bond in the full amount of the contract.
- (5) That the individual or company submitting this bid has a *Drug Free Workplace Policy* in place and a copy of that policy can be produced on request.

The undersigned states that he complies with, and will continue to comply with, Fair Labor Standards in the pursuit of his business and in the execution of the contract on which he is bidding, as required by State of Nebraska Statutes, Chapter 73, Section 73-104.

The Bid Security attached in the minimum sum of 5% of the Total Base Bid Proposal is to become the property of the Owner in the event the agreement and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ADDRESS

COMPANY NAME

CITY

[] AN INDIVIDUAL
[] A CO-PARTNERSHIP
[] A CORPORATION
_____ STATE OF INCORPORATION

TELEPHONE

SIGNATURE

FEDERAL IDENTIFICATION NUMBER

TYPE or PRINT NAME

TITLE

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order No. 12549, Debarment and Suspension, 43 CFR, Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, DC 20240.

**BEFORE COMPLETING CERTIFICATION
READ INSTRUCTION ON REVERSE SIDE**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME

TITLE of AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated, may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order No. 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal, that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Tel.#).
8. Nothing contained in the foregoing shall be considered to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 2 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM of CONTRACT

THIS AGREEMENT entered into this ___ day of _____ in the year of TWO THOUSAND and TEN by and between; _____;

Phone () - _____ hereinafter referred to as the "CONTRACTOR", and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, at Lincoln, Nebraska, hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the Contract agree that the Contractor shall carry out the following generally described work in consideration of the sum of:

(\$ _____)

to be paid him by the Owner on completion of all items of work required in accordance with the work as described hereunder or on a prorated monthly basis if applicable.

TO WIT: The Contractor shall at his cost and under his sole responsibility furnish all labor, tools, materials, transportation, equipment and perform all work required in accordance with the contract documents for completion of the following described project:

SAMPLE

The Contract Documents are incorporated herein by reference and made a part hereof. A copy of these documents is in the possession of each of the parties hereto, and they have been reviewed by each party. Documents included are as listed:

1. The Project Manual titled _____ at _____ near _____, Nebraska, in _____, County inclusive, and all items contained therein.

The Contractor, under this agreement, shall commence this work within 10 calendar days of the date of NOTICE TO PROCEED and shall have the work completed and the site cleared and ready for the further use of the Owner by _____.

As a result of this Contract, the Contractor, or his Staff, Company, Firm or any person conducting work in behalf of the Contractor, shall not be in any way considered a Lower Platte South NRD Employee. It is expressly understood by the Contractor that it is in all instances an independent contractor who shall provide, manage, and assume all obligations whatsoever which may occur or be required by the Workmen's Compensation laws of any State, Old Age and Survivors Insurance, Internal Revenue Acts, Income Tax of any State, and laws and regulations relating thereto, and the Contractor shall save and hold harmless the Lower Platte South NRD against any obligation relating to any such liability.

The Contractor shall comply with all of the State and Federal laws governing and shall hold the Owner blameless for any and all liabilities arising out of his operations under the contract. It is expressly understood that the Contractor assumes full liability for the acts of its employees, agents, and officers assigned to perform the Contractor's duties hereunder, and shall reimburse the NRD for any damage to NRD property, caused by the Contractor, its employees, agents or officers.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this Contract.

Contractor warrants that its officers, stockholders, associates and employees presently have no known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Contract. The Contractor shall comply with the provisions of laws of the State of Nebraska which require disclosure for conflict of interest determinations of amounts received under this Contract. The existence of any conflict of interest shall render this Contract voidable by the NRD.

Under Federal and/or state law, this contract and Contractor must not discriminate in employment on this specific contract performance on the basis of race, color, religion, age, gender, marital status, national origin, disability or political affiliation. The Contract agrees to abide by the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. Sections 48-1101 through 48-1126, and the American with Disabilities Act of 1990 (P.L. 101-366) as implemented by 28 CFR 35, which is made a part of and included in this Contract by reference.

The Contractor Certifies by executing this agreement that he has a *Drug Free Workplace Policy* in place stating that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited and a copy of that policy can be produced on request, and he complies and will continue to comply with Nebraska Statute, Chapter 73, Section 73-104, Fair Labor Standards in the pursuit of his business and in the execution of this contract.

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. 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
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.

This contract shall be considered executed at Lincoln, Lancaster County, Nebraska, and shall be governed by the laws of the State of Nebraska.

In Witness Whereof the parties have affixed their signature, thus entering into this contract, the day and year first written.

Approved:

Lower Platte South Natural Resources District
3125 Portia Drive
Lincoln, Nebraska 68510

Contractor:

FIRM NAME

BY:

Glenn Johnson
General Manager

ADDRESS

DATE:

CITY / STATE / ZIP

AN INDIVIDUAL ()
A CO-PARTNERSHIP ()
A CORPORATION ()

SIGNATURE *

(Please Print Name)

TITLE

DATE

* The Contracting Agent is duly authorized to sign this document for the corporation.

SECTION 00600
PERFORMANCE and LABOR and MATERIAL PAYMENT BOND

REFERENCE:

A Performance Bond and a Labor and Material Bond equal to A.I.A. Document #311, Latest Edition as published by the American Institute of Architects shall be fully executed and attached to each copy of the "Form of Contract".

Bonds shall be issued by a Nebraska Resident Agent authorized to do Business in Nebraska and shall be accompanied by a current copy of his Power of Attorney. Performance Bond and Labor and Material Bond shall be issued in the Full Total Amount (100%) of the Contract.

SECTION 00700 GENERAL CONDITIONS

1. DEFINITIONS

The Lower Platte South Natural Resources District sometimes referred to as the "Owner", or "District", the "Architect", "Engineer", "Consultant": and the "Contractor", are those named as such in the Contract Documents.

The "Architect/Engineer" is the Architect/Engineer of the District. He may act personally or by and through such assistants and may be duly authorized to act for him; but whenever in these conditions the word "Architect/Engineer" is used, it shall be understood as referring to the Architect/Engineer appointed by the Agency and not to any assistant.

The "Consultant" is the consulting architect or engineer that the District may have employed to perform professional services required for the planning and construction of this project.

The term "the work" or "Work of the Contractor" includes labor or materials or both, equipment, transportation, and other facilities necessary to complete the Contract.

The term "Subcontractor" as employed herein, includes any person, firm or corporation having a direct contract with the Contractor to supply labor or materials or both for work of the contractor, but does not include those who merely furnish material or materials not worked to a special design according to the plans and specifications of this work.

The term "Surety" includes any person, firm or corporation that has executed, as surety, the Contractor's performance bond securing the performance of the Contract.

The words "Plans", "Maps/Figures", and "Drawings" are used synonymously in this Contract.

Wherever the word "Approved", "Approval", "As selected", appear in the specifications, it shall mean the approval of selection by the Architect/Engineer

2. DEFINITION OF NOTICE

Wherein any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed to have been given; as to the District, when written notice shall be delivered to the Architect/Engineer of the District, or shall have been placed in the United States Mails addressed to the Architect/Engineer of the District, as to the Contractor, when written notice shall be delivered to the chief representative of the Contractor at the site of the project or by mailing such written notice in the United States Mail addressed to the Contractor at the place stated as the address of his permanent place of business in the Proposal Form; as to the Surety on the performance bond, when a written notice is placed in the United States Mails, addressed to the Surety at the home office of such Surety or to its agent or agents who executed such performance bond in behalf of such surety.

3. AUTHORITY OF THE CONSULTANT OR AGENT

The District may for professional services required for certain projects employ consulting architects or engineers -- in these documents referred to as the Consultant. The District on certain other projects may direct that the professional services be performed by the Architect/Engineer of the District. The Architect/Engineer/Consultant who has prepared the plans and specifications shall make written interpretations of them. He/She shall approve all samples of material which are specified to be submitted for approval, approve the use of any equipment offered in lieu of that mentioned in the

specifications and shall check and approve all shop drawings and details. He/she shall make periodic inspections of the project work and shall decide the quantity of the work and material incorporated therein. He/she shall decide all questions which may arise as to the fulfillment of the Contract by the Contractor.

4. CONTRACTOR'S SUPERINTENDENT

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect/Engineer. The Superintendent shall not be changed except with the consent of the Architect/Engineer, unless the Superintendent proves to be unsatisfactory to the contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given by him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

5. PLANS AND SPECIFICATIONS - CORRELATION

The work shall be executed in strict conformity with the maps/figures and specifications.

Plans, drawings and specifications are cooperative and supplementary. Portions of the work which can best be illustrated by the plans and drawings may not be included in the specifications and portions of the work best described by the specifications may not be depicted on the plans or drawings. All items necessary to construct or erect a complete improvement, project, building or structure shall be furnished whether called for in the specifications or shown on the plans and drawings. Special conditions shall take priority over General Conditions: Detailed Specifications shall take priority over General Specifications and large scale drawings shall take priority over small scale drawings. In case of disagreement between the plans, drawings and specifications, or within any document itself, the better quality or greater quantity of work shall be estimated and the matter drawn to the Architect's/Engineer's/Consultant's attention for decision.

6. MATERIALS - TESTS AND STANDARDS

Samples of materials selected by the Architect/Engineer/Consultant to be tested must be furnished by the Contractor. Where not otherwise specified, all materials shall meet the American Standards for Testing of Materials (A.S.T.M). Standard or tentative specifications for that material. The Contractor, when requested, shall furnish a sample of all material which shall be kept on the job as basis for comparison of material incorporated in the job.

7. OBSOLETE EQUIPMENT

It is important that the District be protected as far as possible against the discontinuance of the make of equipment to be purchased, and that repair parts, services of expert factory representatives be available if desired. Under these conditions, the Contractor shall not furnish equipment made by firms in the hands of receivers or equipment not currently in production by the manufacturers.

8. PATENTS

The Contractor and his Surety shall hold and save harmless the District, its officers, agents, servants, and employees from liability of any nature or kind including costs and expenses, for or on account of any patented invention, articles or appliances manufactured or used in the performance of this Contract unless otherwise specifically stipulated in this contract.

9. OTHER CONTRACTS

The District may award contracts for additional work and the Contractor shall fully cooperate with such

other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Architect/Engineer/Consultant. If the Contractor commits or permits any act which interferes with the performance of work by any other contractor, this shall be grounds for termination of contract.

10. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part hereof without the written consent of the District. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid to the Assignee under the Assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

11. SUBCONTRACTING

The Contractor shall be fully responsible to the District for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them. The Contractor shall be responsible for assigning, coordinating, and achieving completion of all subcontracted work to satisfy all requirements of the contract documents in a timely and proper manner. All subcontracted work shall be subject to all requirements of the Contract Documents except those legal contractual duties for which only the Contractor has exclusive responsibility as specifically assigned by the Contract Documents. Nothing contained in the Contract shall create any Contractual relation between any subcontractor and the District. The attention of the Contractor and subcontractors is called to the Contract Documents which are a part of this contract.

The Contractor must notify the District of each subcontract he intends to award, giving:

Name of subcontractor
Branch of work concerned
Total price of subcontract

No part of this Contract shall be sublet without prior approval of the District.

12. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required hereunder and such insurance has been approved by the Owner nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Owner (or Contractor). Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

(a) WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the Owner. The amounts of such insurance shall not be less than the limits

stated hereinafter.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall no be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverages. The policy shall include the Owner, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the Owner shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

(c) INSURANCE-BUILDER'S RISK

Unless otherwise provided, the Contractor shall purchase and maintain Builder's Risk Insurance for the entire value of the project and work site, from a company or companies lawfully authorized and licensed to do business in the jurisdiction in which the Project is located. This insurance shall be written to cover all risks of direct physical loss, and shall include interests of the Owner, the Contractor, and Sub-contractors in the Work. A loss insured under this insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insured, as their interests may appear.

(d) INSURANCE COVERAGE AMOUNTS REQUIRED

1.	Workers' Compensation and Employer's Liability	
	Coverage A	Statutory
	Coverage B	
	Bodily Injury by Accident	\$1,000,000 each accident
	Bodily Injury by Disease	\$1,000,000 policy limit
	Bodily Injury by Disease	\$1,000,000 each employee
2.	Commercial General Liability	
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	Personal/Advertising Injury	\$1,000,000 any one person
	Bodily Injury/Property Damage	\$1,000,000 per occurrence
	Fire Damage	\$50,000 any one fire
	Medical Payments	\$5,000 any one person
3.	Commercial Automobile Liability	
	Bodily Injury/Property Damage	\$1,000,000 combined single limit
4.	Umbrella/Excess Liability	
	Over primary insurance	\$1,000,000 per occurrence
5.	Builder's Risk	100% of work completed values.

The Contractor shall furnish a certificate of insurance with liability limits shown, and Lower Platte South Natural Resources District to be named as an additional insured and a Waiver of Subrogation in favor of Lower Platte South Natural Resources District. The Contractor agrees to indemnify, defend and hold harmless Lower Platte South Natural Resources District for bodily injury, personal injury and property damage caused out of or in connection with their work to the extent the loss or damage is caused by them or their Subcontractor. Further, Contractor agrees to waive its rights of subrogation from its insurance carrier in relation to any loss or damage.

The Contractor shall assume all perils of fire, extended coverage, vandalism, mischief and theft and shall purchase and maintain property insurance upon the entire Work site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contract shall maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

13. EVIDENCE OF COVERAGE

The Contractor shall furnish the Owner with documentary evidence of insurance coverage which should be in the form of certificates submitted in duplicate. These certificates shall include the name of the company, serial number of the policy, effective dates, dates of expiration, and amounts and types of coverage afforded. If the Owner is damaged by the failure of the contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

The following clauses or endorsements must be added to the certificates for the respective types of insurance. If the clause or endorsement is placed on the reverse side of such certificate, it should be followed by the signature of the official of the company who signs the certificate. All certificates must contain the following two clauses of endorsement;

"The insurance contract referred to herein provides complete coverage within the limits stated for the type of insurance mentioned covering all the insured's operations in connection with the insured's contract on the _____."

"Said insurance contract also provides that it cannot be canceled by the insurer in less than ten days after the insured has been given written notice of such cancellation."

14. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall take all reasonable and proper precautions to protect persons and property from injury or damage resulting from his or her operation under this Contract. The requirements of the Nebraska Safety Codes adopted by the Nebraska State Department of Labor shall be applicable.

The Contractor shall protect all existing buildings, roadways, landscaping, and utilities against damage or interruption of services. It shall be the responsibility of the Contractor to correct health or safety hazards and repair property damage that results from their work. Such corrections shall be performed to restore conditions to at least the quality that existed at the time of commencement of this Work.

15. PROSECUTION OF THE WORK AND COMPLETION DATE

The work embraced in this contract shall be started on the earliest possible date after the signing of

contract by both parties, and shall be carried on regularly and uninterruptedly thereafter, with such forces and by such means as will insure final completion of the entire contract on or before the completion date set in the documents. The time of beginning, rate of progress and time of completion are essential conditions of the contract.

The Contractor expressly agrees that in undertaking to complete the work within the Contract period fixed in the Contract Documents, he/she has taken into consideration and made allowances for all delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen, or otherwise.

Should the Contractor be delayed in the prosecution and completion of the work by any cause beyond his control, he/she may have no claim or right of action for damages from the Owner for any such cause or delay unless the cause or delay is the result of active interference by the Owner. The Contractor may in such case be granted an extension of time specified for completion of the work as the Owner may award in writing on account of such delay, provided, however, that claim for extension of time is made by the Contractor to the Owner, through the Architect/Engineer/Consultant, in writing, within two weeks from the time when such alleged cause for delay shall occur. The Owner reserves the right to withhold granting of any time extensions until the stipulated contract period is about to expire.

The Owner, at his own discretion, may waive the above requirements and grant extensions of time for any reason he deems valid.

An extension of the contract period may be granted by the Owner for any of the following reasons:

- 1) Additional work resulting from modification of the plan for the project.
- 2) Delays caused by the Owner.
- 3) Other reasons beyond the control of the Contractor in which the Owner's judgment would justify such extension.

No extension of the Contract period will be allowed for variation between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty-five percent (25%) of the contract quantities.

16. USE OF JOB SITE

The Contractor shall confine his/her equipment, apparatus, the storage of materials, and operations of his workmen to limits indicated by law, ordinance, permits, or directions of the District and shall not unnecessarily encumber the premises with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Architect'/Engineer's/Consultant's instructions regarding signs, advertisement, fires, and smoke.

17. LABOR

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such quality as will produce only first class results

Mechanics whose work is unsatisfactory to the Architect/Engineer/consultant, or are considered by either to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice from the Architect/Engineer/Consultant.

Contractor and subcontractor employed upon the work shall and will be required to conform to the

Labor Laws of the State of Nebraska, and the various acts amendatory and supplementary thereto; and to all other laws, ordinances, codes and legal requirements applicable thereto.

18. INSPECTION

The District through its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and any data and records.

The Architect/Engineer shall at all times have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this contract, and shall have full facilities for determining that such materials are being made strictly in accordance with the plans and specifications.

19. DEFECTIVE WORK OR MATERIAL

Work or material not in accordance with the Plans and Specifications, or in any way defective shall be removed at once on order of the Architect/Engineer/Consultant. The Contractor shall replace or rebuild at his own expense with satisfactory material and in a workmanlike manner any work so removed and shall reimburse the District for any expense that it is put to by reason of extra work, and shall reimburse any other contractor who may incur expense caused by removal of the defective work.

20. TERMINATION FOR BREACH

In event that any of the provisions of this Contract are violated by the Contractor or any of his subcontractors, the District may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any such termination, the District shall immediately serve notice thereof upon the Surety and The Contractor. The Owner may take over the work and prosecute the same to completion of Contract for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the District for any excess cost occasioned the District thereby and in such event the District may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Neither the Owner nor any member or employee thereof shall be in any way liable or accountable to the Contractor or his/her surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid therefore.

21. CONSTRUCTION REPORTS - PAYMENT ESTIMATES

The Contractor shall submit to the Owner schedules of costs and quantities of materials and of other items, which schedule shall be in such form and shall be supported as to correctness by such of the estimates upon which they are based as the owner may require.

The Contractor shall submit to the Owner the following records on forms to be supplied by the Contractor (Notice – AIA Document forms shall be the latest edition):

- (a) AIA Document G702, Application and Certification for Payment
- (b) AIA Document G703, Continuation Sheet (Schedule of Values)

22. PAYMENT

So long as the work herein contracted for is carried on in accordance with the provisions of the contract, the Contractor will make an appropriate estimate of the value of the work performed

during the month and the materials suitably stored on the work site, and shall prepare an Application And Certification For Payment and the Continuation Sheet and submit them to the Owner. After each such estimate shall have been approved, the District will pay to the Contractor, ninety percent (90%) of the amount thereof. The District may at all times reserve and retain out of said payments, all such sums as it may be authorized to reserve or retain. At anytime, prior to final payment, the total payment to the Contractor shall not exceed ninety percent (90%) of the estimated value of the work performed and materials stored at the site. Until substantial completion, the Owner will pay 90% of the value of the work completed and materially stored on the site at monthly intervals on account of progress payments. Unless project documents state otherwise. All requests for payment shall include the Contractor's Federal Identification Number or Social Security Number, as applicable for processing payments. Final payment shall be authorized within **forty-five (45)** days from date of final acceptance and approval of the project.

23. EXTRA, ADDITIONAL OR OMITTED WORK - PAYMENT FOR

The District shall have the right at any time and without notice to the Sureties, to alter and modify the Plans and Specifications in any particular, thus making specific changes in connections with the construction, details, or execution of the work. All changes in plans and specifications will be made by the District in writing. The Contractor shall make such alterations as may thus be ordered by the District and in case these changes increase or decrease the amount of work to be done under this contract, equitable amounts in price will be added to or deducted from the contract price and contract time. The amount of such increase or decrease shall be agreed upon between the Owner and the Contractor BEFORE changes are made.

When directed in writing by the Architect/Engineer/Consultant and with approval of the District, the Contractor shall furnish all material and labor not otherwise provided for by the terms of this contract, but which may be connected with or necessary to the proper completion of the work. Such material and work shall be furnished and done as part of this contract and subject to its provisions. The payment for any such work shall be determined by agreement between the Owner and the Contractor before the extra work is commenced, either on the basis of a unit price, or a lump sum price, or on a cost-plus-limited basis and not to exceed the specified limit.

No claims for extra work will be allowed unless accompanied by a written Change Order approved by the District authorizing such extra work and defining the agreed basis for payment. Change Orders shall be prepared by the District.

The Contractor shall, immediately after completing extra work, file with the Owner, in writing, all claims for extra work performed. If the Contractor fails to make such claims within 30 days, Contractor's right to extra pay for such work shall be deemed to have been waived and forfeited and he or she shall not be entitled to any payment on account of such extra work.

24. CONTRACTOR'S PAYMENT FOR LABOR AND MATERIALS

The Contractor shall pay for all labor and materials used or furnished in the performance of this contract. Before final payment, the Contractor must certify that all bills for labor and materials have been paid. In event he is requested and fails to furnish satisfactory evidence, the District may withhold any payments until it is satisfied that all such claims have been paid.

25. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the payment to be retained by the District under preceding provisions of these General Conditions, the District may withhold a sufficient amount of any payment other-wise due to the Contractor to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work on the project under this contract

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- (b) For defective work not remedied, and for damage to existing conditions or new work not remedied; and
 - (c) For failure of the Contractor to make proper payments to his subcontractor.

The District shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The District will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

26. CLEAN UP

On or before the completion of the work, the contractor shall clean all parts of the work under this contract. The Contractor shall remove all rubbish and all materials, tools, and equipment from the construction site, leaving the site of the work in as good condition as it was at the beginning of the work.

The Contractor shall each day clean up and remove from the project the rubbish resulting from his work, and shall at completion of his own work remove all construction materials and leave the project clean.

27. FINAL INSPECTION

When the work has been substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) days in advance of said date.

After the final inspection has been made; the Owner shall present to the Contractor a report ("punch list") listing all deficiencies found in the inspection of the Contractor's work which are to be corrected. The Contractor shall immediately make the required corrections and the work necessary to remove the deficiencies reported. When the deficiencies have been removed, the Contractor shall in writing request a re-inspection of the work by the Owner.

28. FINAL PAYMENT

As soon as practical after the completion and acceptance of the work and submittal of all guarantees, warranties, operating manuals, etc., required by the contract documents, the Contractor shall prepare a final payment statement showing the final payment amount due. After approval by the Contractor, and the District, the final payment voucher shall be processed for payment.

29. GUARANTEE OF WORK

- a) Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the date of final completion of the Contract.
- b) If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which, in the opinion of the Owner are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and with out expense to the Owner:
 - 1) Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein, and
 - 2) Make good all damages to the building or project work, or equipment or contents thereof, which, in the opinion of the Owner is the result of the use of materials, equipment, or not in accordance with the terms of the contract; and

-
- 3) Make good any work or materials, or the equipment and contents of said building or project work disturbed in fulfilling any such guarantee.
 - c) In any case where fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
 - d) If the Contractor, 30 days after notice, fails to comply with the terms of the guarantee, the Owner may have defects corrected and the Contractor and his Surety shall be liable for all expense incurred.
 - e) All special guarantees applicable to definite parts of the work that may be required by the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such guarantee.

30. UNEMPLOYMENT COMPENSATION FUND

The Contractor shall make payments to the Unemployment Compensation Fund of the State of Nebraska all contributions and interest due under the provisions of Section 48-601 to 48-669, Revised Reissue Statute of Nebraska, on wages paid to individuals employed in the performance of this contract as required by Section 48-657, Revised Reissue Statute of Nebraska.

31. PRECONSTRUCTION CONFERENCE

A preconstruction conference, if necessary, shall be scheduled before starting construction. It shall be held at the project site, or other convenient location. The meeting shall review responsibilities and personnel assignments of the Owner, Contractor, and the Consultant.

Authorized representatives of the Owner, Contractor, and the Consultant shall attend the preconstruction conference, as will the Contractor's superintendent, major subcontractors, manufacturers, suppliers, and other parties integral to the completion of the Work. All participants shall be familiar with the project and authorized to make decisions for the entities they represent.

The preconstruction conference will include discussion of items necessary for project progress and successful completion, such as: Construction scheduling; critical work sequencing; designation of responsible personnel; procedures for processing field decisions and change orders; procedures for processing Applications for Payment; distribution of Contract Documents; submission of Shop Drawings and product data samples; preparation of record documents; use of the premises; parking availability; office, work, and storage areas; equipment deliveries and priorities; safety and first aid procedures; security; housekeeping; working hours; and other matters deemed important by the Owner.

END OF GENERAL CONDITIONS

**SECTION 00800
SUPPLEMENTAL CONDITIONS**

1. SALVAGE

- A. The Owner reserves the right to keep all salvageable materials. Any materials or rubble not retained by the Owner shall be removed from the construction site and disposed of by the Contractor.

2. ENVIROMENTAL IMPACT

- A. The Contractor shall be responsible for all work in or about the construction, storage and access areas, or damage to existing plantings, except that necessary to the completion of the work. Grasses and natural landscaping features not direct obstacles to the construction or completion of the project shall be protected.
- B. The Contractor shall not discharge wastes, into flowing streams, tributaries, or any body of ponded water. Disposal locations for such discharges require approval by the Architect/Engineer. *The Contractor must provide permits and erosion control as required under the National Pollutant Discharge Elimination System (NPDES).*
- C. Clean Air Act: Contractor compliance with the "Clean Air Act of 1970" (42 U.S.C. 1857 ET. SCQ.) is required.
- D. Federal Water Pollution Control Act: Contractor compliance with the Federal Water Pollution Control Act (33 U.S.C. 1251 ET. SCQ. as amended) - Executive Order 11288 is required.
- E. Historical/Archeological Finds: If during the course of construction evidence of deposits of historical or archeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to Proceed after the State official has surveyed the find and made a determination of value and effect and reported such determination to the Owner.

**CONTRACTING WITH SMALL AND MINORITY FIRMS' WOMEN'S BUSINESS
ENTERPRISE AND LABOR SURPLUS AREA FIRMS
(FROM ATTACHMENT "O", OMB CIRCULAR A-102)**

If any sub-contracts are to be awarded, the prime contractor shall take affirmative steps to include the following:

1. Include qualified small and minority business on solicitation lists.
2. Assure that small and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, divide the total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
4. Where the requirement permits, establish delivery schedules which will encourage participation by small and minority business.
5. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated

facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Date

Name and Title of Signer (Please type or print)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

EQUAL OPPORTUNITY CLAUSE

"During the performance of this contract, the contractor agrees as follows":

(1) "The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

(2) "The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

(3) "The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this section, and shall post copies of notices in conspicuous places available to employees and applicants for employment."

(4) "The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor."

(5) "The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

(6) "In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

(7) "The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO INSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Geographic Area Covered: 142 **Lincoln, NE** SMSA Code 4360

Counties: Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Polk, Richardson, Saline, Seward, Thayer, York

Minority Goals

Lancaster County	2.8%
All Others	1.9%

Goals for Women

All trades	Until Further Notice	6.9%
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project-to-project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60.4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The written notice of a subcontract award should be submitted to: Director, Office of Federal Contract Compliance Programs, Room C - 3325, 200 Constitution Avenue, Washington, D.C. 20210.

4. As used in this Notice, and in the contract resulting from this solicitation, the area covered is:

State

City

County

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race)

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) America Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of those items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, Contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or nation origin.
 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanction and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations; or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

REPORTING REQUIREMENTS FOR ALL PROJECTS OVER \$10,000
Monthly Employment Utilization Report

All prime contractors and subcontractors having 50 or more employees and performing work on Federally-assisted projects are required to complete cc 257, listing their aggregate work force in each trade, on all projects both Federally and non federally funded in the designated area. Each prime and subcontractor must also attach a listing of all projects (both Federal and non-federal in the designated area must be included). The accompanying list must provide the following information:

1. Name and location of project.
2. Owner of project (city, county, private).
3. Project number, if any.
4. Percent complete.
5. Dollar amount of contract.
6. Estimated date of completion.

Prime contractors are responsible for collecting cc 257 and the listing of all projects (both Federal and non-federal in excess of \$10,000) from each of his subcontractors performing work on this project. The prime contractors will then forward their cc 257 and all of their subcontractors' cc 257's as well as project list information to the U.S. Department of Labor, Federal Office Building, Room 2000, 911 Walnut Street, Kansas City, Missouri 64106.

PLEASE NOTE

Failure to submit the cc 257 by the fifth day of each month constitutes non-compliance with Executive Order

11246. Non-compliance is grounds for the issuance of a legal show cause notice for an informal hearing, authorized by OFCCP Rules and Regulations 41 CFR 60-1.7. Such a hearing could result in cancellation, termination or suspension of the contract.

15.7.6 EEO-1 REPORTING REQUIREMENTS

1. Each construction and nonconstruction prime contractor and first tier subcontractor who has 50 or more employees on total corporate or company payroll and signs a direct Federal or financially-assisted contract, subcontract or purchase order amounting to \$50,000 or more, shall file annually in triplicate on or before the 31st day of March complete and accurate reports on Standard Form 100, Employer Information Reports (EEO-1) to the Joint Reporting Committee.
2. Each contractor or subcontractor required in paragraph 1 above shall submit an EEO-1 to the Joint Reporting Committee WITHIN 30 DAYS after award of such contract, subcontract or purchase order as mentioned in paragraph 1 above, UNLESS such contractor or subcontractor has already submitted an EEO-1 report to the Joint Reporting Committee within 12 months preceding the date of award of a financially-assisted contract.
3. Failure to file timely, complete and accurate reports as required in paragraphs 1 and 2 above constitutes noncompliance with the contractors' or subcontractors' obligations under Executive Order 11246, as amended, and is grounds for the imposition by the U.S. Department of Labor of any sanctions authorized by Executive Order 11246 and other rules and regulations issued pursuant thereto.

Note: Contractors and subcontractors may obtain EEO-1 reporting forms by writing to: Joint Reporting Committee, 2401 E Street, Northwest, Washington, D.C. 20506.

15.7.7 POSTING REQUIREMENTS

Immediately after construction begins and for the duration of construction the successful bidder, prime contractor or subcontractor must post in conspicuous places at the project site available to employees and applicants for employment, EEO notices which shall be provided by the Department of Labor after contract award.

ACCESS to RECORDS

The Contractor agrees that the owners, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audit, examination, excerpts and transcriptions.

CONTRACT WORK HOURS and SAFETY STANDARDS ACT

Compliance with Sections 103 & 107 of the Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). The provisions of the Act are as follows:

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.
2. **Violation.** Liability for unpaid wages; liquidated damages in the event of any violation of the clauses set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore to be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on

which such individual was required to permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal grantor agency, or its designee, shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other federally-assisted contract subjected to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this paragraph, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

HEALTH and SAFETY

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with regulations issued by the Secretary of labor pursuant to Title 29, Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (P.L. 91-54.83, Stat 96).
3. The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor will take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXECUTIVE ORDER 13202

PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS' LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS.

Nothing in these Contract Documents shall:

- (a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
- (b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- (c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

**SECTION 01005
ADMINISTRATIVE PROVISIONS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Title of Work, and type of Contract.
- B. Work Sequence.
- C. Contractor Use of Premises.
- D. Owner Occupancy.
- E. Coordination.
- F. Project Meetings.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work covered under this Contract comprises the completion of the Meadowlark Lake Recreation Area Grassland Enhancement Tree Removal Project, Seward County, Nebraska, as shown and specified in the Contract Documents, for the Lower Platte South Natural Resources District.

1.03 CONTRACT METHOD

- A. Work shall be completed under a lump sum contract as stated on completed Form of Proposal and agreed to in the Agreement.

1.04 CONTRACTOR USE OF PREMISES

- A. Contractor shall minimize use of the premises, to the extent practical, for work and for construction operations, to allow for limited public access in areas where construction is not taking place. Contractor shall be responsible for installing security fencing, signs, and other measures deemed necessary to protect the public and prevent access to construction sites.

1.05 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of construction. Coordinate with Owner to minimize conflicts. The project area will be closed to hunting during tree removal activities.

1.06 COORDINATION

- A. Work shall be coordinated to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.

1.07 REFERENCE STANDARDS

- A. For Products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, except when a specific date is specified.

1.08 PROJECT MEETINGS

- A. Prior to the start of construction, the Owner will arrange a "pre-construction" meeting to be attended by the Contractor and Project Supervisors.

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- B. Periodic meetings may be arranged during construction as needed and will be attended by the Contractor, the Project Manager, and Owner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

--END OF SECTION 1005--

**SECTION 01010
GENERAL PROVISIONS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work generally includes tree and shrub removal, tree piling, stump treatment and other miscellaneous items necessary to complete the Work as mapped and specified.
- B. Contractor shall furnish all plant, labor, equipment, materials, services, permits, fees, supplies, and incidentals required to complete the work, unless otherwise specified.

1.02 CONSTRUCTION LIMITS AND STORAGE

- A. Contractor shall limit construction activities to the Lower Platte Natural Resource District property lines indicated on the maps, to the general vicinity of the Work, and to approved storage areas on the site unless otherwise approved by the Owner. Damage, disturbance, and displacement of adjacent property shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- B. Contractor shall be responsible for protecting plantings, structures, equipment, culverts and other properties not being removed or replaced as part of the work under this contract. Contractor shall be responsible for repairing or replacing such items that are damaged during construction.
- C. The recreation areas outside the construction area, will remain open to public during construction. The project area will be closed to hunting during tree removal activities. Contractor shall provide barricades, safety or warning devices, signs and warning lights required for the protection of employees, the public, and property.
- D. The area drives and parking lots may be used for material and equipment deliveries and access, providing the Contractor suitably protects the areas from damage, does not interfere with use of park areas outside the construction area and maintains the access routes reasonably clean.
- E. Staging areas shall be pre-approved by the Owner. In general, parking areas will be acceptable for use as staging areas with approval of the Owner. Contractor shall assume full responsibility for the protection and safekeeping of products under this contract that are stored onsite during construction activities.
- F. Contractor shall move, without additional compensation, any material or equipment that interferes with operations of the Owner or any separate contractor or utility company.
- G. After construction, the Contractor shall restore park roads to their condition prior to construction, at no additional cost to the Owner.

1.03 MEASUREMENTS AND PROJECT LAYOUT

- A. Contractor shall verify all access routes, field conditions, elevations, and dimensions affecting the construction of the Work prior to construction. Discrepancies discovered shall be reported to the Owner for consideration before proceeding with the work.
- B. Contractor shall be responsible for laying out the Work in accordance with the Contract Documents. Contractor shall establish temporary benchmarks and markers necessary to set lines and levels of construction as needed to locate each element of the project.

1.04 CONSTRUCTION GUARANTEE

- A. The Contractor shall guarantee all equipment, materials and workmanship incorporated in the project for a period of one year following date of final acceptance by the Owner.
- B. The Contractor shall immediately correct all deficiencies reported to him without cost to the Owner within this guarantee period.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 CONDUCTING WORK

- A. Work shall be conducted as specified herein and as indicated on the Drawings, unless otherwise directed by the Owner. In the event there is a discrepancy between the Specifications and the maps, the Owner shall be notified prior to conducting the work for which there is a discrepancy.

3.02 CONSTRUCTION SCHEDULE

- A. Prior to Construction, Contractor shall submit proposed project schedule that conforms to the contract requirements for completion of the work.

3.03 MOBILIZATION

- A. Mobilization shall include, but is not limited to, obtaining required construction permits, moving all plants and equipment to the site, furnishing and erecting plants, temporary buildings, access controls, and other construction facilities, implementing security requirements, installing temporary utilities and lighting, providing onsite sanitary facilities and potable water supplies, erecting contractor staging and storage areas, and submitting all initial submittals.

3.04 CLEANUP AND WASTE DISPOSAL

- A. Contractor shall maintain project areas as work progresses including picking up trash, debris, excess material, etc. All work areas shall be cleaned of rubbish, excess materials, equipment, etc. prior to final acceptance of the project by the Owner.
- B. Waste disposal activities shall include, but not be limited to, transport and disposal of site waste, rubbish, demolition debris, rubble, and excavated soil that cannot be used onsite to appropriate disposal facilities as specified and in accordance with applicable federal, state, and local regulations.

3.05 SITE RESTORATION

- A. Prior to final acceptance of the project, the site shall be restored to its original condition prior to construction, unless otherwise indicated in the Specifications and maps. Site restoration shall include, but not be limited to, the following items:
 - 1. All surfaced areas removed or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas.
 - 2. All areas disturbed during construction; including ruts from heavy equipment, uneven surfaces left by stump removal, etc. shall be graded smooth to like topography.
 - 3. Temporary berms, roads, and other temporary facilities shall be removed prior to final acceptance of the work, unless otherwise specified or directed by the Owner.

3.06 DEMOBILIZATION

- A. On completion of the work, the Contractor shall promptly remove from the site all rubbish, unused materials, construction equipment, and temporary facilities and structures used

during construction.

3.07 NOTIFICATION OF PROPERTY OWNERS

- A. Contractor shall be responsible for contacting property owners, utility companies, and agencies concerning information regarding underground utilities, hookups, structures, and other facilities they may own or operate which may be encountered in the execution of the work. It is the responsibility of the Contractor to notify owners and operators of utilities (overhead and underground) when construction, excavation, demolition, or other work may affect such facilities.

3.08 PROTECTION OF PROPERTY

- A. For any work performed in close proximity to the properties of businesses, utilities, or other parties, the Contractor shall utilize every precaution to protect the property, utility lines, and other structures from damage. Any damage that the Contractor may inflict shall be repaired or replaced in a prompt manner as directed by the Owner.

3.09 PERMITS

- A. Contractor shall be responsible for obtaining all required construction permits and approvals (e.g. NPDES permit, land disturbance permits, etc.)

3.10 TESTING

- A. Contractor shall be responsible for conducting testing as specified herein, including providing all labor, materials, and services necessary including collecting samples and obtaining the services of a certified independent laboratory, if required, unless otherwise directed by the Engineer or Owner.

3.11 UTILITIES

- A. Contractor shall be responsible for the following regarding utilities:
 - 1. Verification of Utilities. Contractor is responsible for verifying location of utilities and ensuring that no utilities exist in the construction area. The Contractor shall contact the appropriate agency with authority over specific utilities potentially impacted by work and the Owner a minimum of 72 hours prior to conducting construction activities that may impact existing utilities and obtain all applicable clearances and digging permits.
 - 2. Protection of Existing Utilities. Contractor shall not relocate or cause disruption to existing utilities unless prior authorization is obtained from the appropriate authority, agency, or owner of the respective utilities. Contractor shall protect all existing utilities and improvements and shall restore damaged or temporary relocated utilities, all in accordance with the requirements of the contract documents. Damage to utility lines shall be immediately reported to the Owner.

--END OF SECTION 01010--

**SECTION 01200
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 SCOPE

- A. This section specifies the method of measurement and payment for each bid item listed on the Base Bid Form.
- B. Items for work called for by the Maps and Specifications, but for which no bid item is described, shall be considered subsidiary to the cost of the related bid items.
- C. Costs for all work to be conducted under this contract shall be included under one of the Bid Items listed in Paragraph: 1.02 BID ITEMS.

1.02 BID ITEMS

- A. The scope of the work included in each item and measurement and payment shall be as follows:

Bid Item MWMA-1: Mobilization/Demobilization

Work under this item shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary to perform the work required under the contract. This item shall include all bonds, permits, insurance, administration, transportation to and from the site, operating supplies, detailed construction layouts, site preparation, and coordination necessary for the Contractor to provide and maintain a construction force at the project site complete and ready to perform all work required under the contract. All labor, materials, and equipment necessary to establish and maintain temporary facilities including, but not limited to, erosion control, site security, temporary office and sanitary facilities, traffic control for construction, construction entrances, and construction staging areas shall be included in this item including restoration of these facilities to preconstruction condition as applicable.

This pay item is a Lump Sum. Payment of the contract Lump Sum amount will be made as the work proceeds and will be prorated based on the percentage of work under this item that has been completed. This payment shall be full compensation for all equipment, labor, disposal, and incidentals required to complete the work.

Bid Item MWMA-2: Site Security

Work under this item shall consist of providing, erecting, and maintain site security measures to protect the work, warn the public of the construction project, and deter the public from entering the active work areas, staging and storage areas, equipment, and job trailers. Security measures shall include but not be limited to construction fence, road signs, barricades, construction tape, temporary gates, padlocks, and other measures deemed necessary by the Contractor or requested by the Owner or Engineer.

This pay item is a Lump Sum. Payment of the contract Lump Sum amount will be made as the work proceeds and will be prorated based on the percentage of work under this item that has been completed. This payment shall be full compensation for all equipment, labor, disposal, and incidentals required to complete the work.

Bid Items MWMA-1 thru MWMA-10: Tree Removal (by mapped unit)

Work under this item shall consist of removing trees, stumps, brush, debris, and other non-soil material within the work limits indicated on the maps and as specified necessary to complete the work. Contractor shall place cut trees in stacked piles at locations coordinated by the Owner. The

contractor may, at his own expense and within the timeline of the construction contract, remove and salvage any/all trees removed as part of the project. Contractor shall coordinate with the Owner prior to salvage activities.

These pay items are Lump Sum. Payment of the contract Lump Sum amount will be made as the work proceeds and will be prorated based on the percentage of work under this item that has been completed. This payment shall be full compensation for all equipment, labor, disposal, and incidentals required to complete the work.

PART 2 - MATERIALS

Not used.

PART 3 - EXECUTION

3.01 GENERAL

- A. Work that results in changes in mapped areas that result in an increase in the Contract cost of any item shall be addressed by Change Order, and such work shall not commence until the Change Order is issued. No compensation will be allowed for work completed in excess of the Contract areas for which prior approval was not granted and a Change Order was not issued.

-- END OF SECTION 01200 --

**SECTION 01300
SUBMITTALS**

PART 1 - GENERAL

1.01 SCOPE

- A. Submittal Procedures.
- B. Construction Progress Schedule.
- C. Shop Drawings
- D. Product Data.

1.02 PROCEDURES

- A. For each submittal the Contractor shall:
 - 1. Transmit each submittal to The Lower Platte South NRD, 3125 Portia Street, Lincoln, NE 68501-3581, with a transmittal letter or form listing the items transmitted.
 - 2. Transmit three copies of each submittal that requires approval. One copy of submittals such as test results may be submitted.
 - 3. Sequentially number transmittal forms. Revised submittals shall be numbered with the original number and a sequential alphabetical suffix.
 - 4. Identify the project, contractor, subcontractor, or supplier; pertinent Drawing sheet and detail number, and Specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Owner review stamps.
 - 5. Apply Contractor's stamp or statement, signed or initialed certifying the Contractor has reviewed the submittal and verified products required, field dimensions, adjacent construction work, and coordination of information, and is in accordance with the requirements of the work and Contract Documents.
 - 6. Schedule submittals to expedite the project, and deliver to Owner's office. Coordinate submission of related items.
 - 7. Allow 15 days, excluding delivery time to and from the Contractor, for review of submittals.
 - 8. Identify variations from contract documents and product or system limitations which may be detrimental to successful performance of the completed work.
 - 9. After Owner's review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
 - 10. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
 - 11. Submittals not requested will not be recognized or processed.

1.03 CONSTRUCTION SCHEDULES AND PROGRESS REPORTS

- A. Unless other instructed by the Owner, Contractor shall:
 - 1. Submit initial schedule within 5 days after date of Notice to Proceed.
 - 2. Submit schedule revisions with each Application for Payment, identifying changes since previous version.
 - 3. Submit weekly progress reports, signed by the Contractor's site manager.

1.04 APPLICATION FOR PAYMENT

- A. Each Application for Payment submitted by the Contractor shall be accompanied by appropriate documentation to verify that the work has been completed and the products and materials have been delivered and installed.

1.05 PRODUCT/MATERIAL DATA

- A. Contractor shall submit product and/or material data as specified.
 - 1. Mark each copy to identify applicable products, materials, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work. Include manufacturer's installation instructions when required by the Specification section. Include a list of quantities of materials used.
 - 2. Submit the number of copies that Contractor requires, plus two additional copies, which will be retained by the Owner.
 - 3. List of material items requiring submittal is as follows:
 - a. Specialty herbicide (chemical stump treatment product)

1.06 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, Contractor shall:
 - 1. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing to Owner.
 - 2. Indicate special procedures, conditions requiring special attention, and special criteria required for application or installation.

1.08 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, Contractor shall submit manufacturer and/or supplier certifications that products and materials meet or exceed specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate. Certificates may be based on recent or previous test results on material or products, if acceptable to Owner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

-- END OF SECTION 01300 --

**SECTION 01400
QUALITY CONTROL**

PART 1 - GENERAL

1.01 SCOPE

- A. Quality assurance/quality control procedures and methods, tolerances, testing requirements, and other quality control measures to be conducted as part of this project. Meeting quality control objectives and/or requirements shall not relieve the Contractor of his responsibility to furnish materials and workmanship in accordance with the Drawings and Specifications. Persons responsible for maintaining quality control shall perform all tasks in accordance with local rules and regulations, and referenced specifications.
- B. Materials, equipment, and workmanship not meeting the required standards shall be removed and replaced at the Contractors expense including all subsequent testing required.
- C. In all areas where Contractor is responsible, required testing shall be performed by an independent testing laboratory, approved by the Owner and paid for by the Contractor.

1.02 QUALITY ASSURANCE

- A. Contractor shall be responsible for quality control over subcontractors, suppliers, manufacturers, products and services provided and installed, and general workmanship of all work completed on this project, to produce quality work as specified.
- B. Comply with manufacturers instructions, including recommended sequence of work or installation. If manufacturers instructions conflict with Contract Documents, request clarification from the Owner before proceeding.
- C. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Complete work using qualified persons and acceptable methods to produce workmanship of specified quality.

1.03 TOLERANCES

- A. Complete all work within the specified tolerances.
- B. Monitor tolerance control of installed materials and products to ensure work meets specifications. Accumulation of tolerances shall not be permitted.
- C. Comply with recommended or specified manufacturers tolerances. If manufacturers tolerances conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Complete cutting, bending, and other modifications to materials and products required to meet appropriate dimensions and tolerances before securing materials and products in place.

1.04 REFERENCES

- A. Contractor shall complete all work using industry recognized methods and equipment to produce work as specified. For products or workmanship specified by association, trade, or other consensus standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. The most current copy of reference standards, up to the date on the current Contract Documents, shall be used, except where a specific date is established by code.
- B. Contractor shall be responsible for obtaining copies of standards where required by individual product specification sections.
- C. The contractual relationship, duties, and responsibilities of the parties in Contract, as well as

those of the Owner, shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 TESTING

- A. Unless otherwise specified, the Contractor shall be responsible for all testing and associated costs. When testing is set forth as the Contractors responsibility, the Contractor shall:
 - 1. Perform and pay for tests as required in individual specification sections.
 - 2. Secure the services of an approved, independent testing laboratory.
 - 3. Deliver to the laboratory adequate quantities of representative samples of materials proposed for use that are required to be tested.
 - 4. Notify the laboratory and Owner in advance of construction operations, to provide adequate lead time and to allow the laboratory to complete any required calibration and assign personnel and testing as specified.
 - 5. Provide adequate facilities for safe and proper storage of test samples on project site.
 - 6. Furnish labor as required to obtain and handle samples at the site.
 - 7. Furnish samples of materials, design mixes, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 8. Submit reports of required tests to Owner indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
 - 9. Cooperate with the Owner or independent firm performing tests not required to be completed by the Contractor, and coordinate work so that tests can be conducted.
- B. Testing or inspecting does not relieve Contractor from performing the Work according to contract requirements.
- C. At least one copy of the results of all tests, including those required as a part of the work covered by these specifications, ordered by the Owner, or supplemental tests specified herein, shall be distributed to the Owner in a timely manner.
- D. Each report shall state all details of each test to indicate satisfactory compliance with requirements of the Contract Documents. The results of any tests that indicate unsatisfactory conditions and/or failure to comply with the requirements of the Contract documents shall be reported immediately to the Owner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

-- END OF SECTION 01400 --

**SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

PART 1 - GENERAL

1.01 SCOPE

- A. Water.
- B. Sanitary Facilities.
- C. Temporary Heat.
- D. Enclosures.
- E. Barriers.
- F. Cleaning During Construction.
- G. Removal.

1.02 WATER

- A. The Contractor shall be responsible for transportation of any water needed for construction.

1.03 SANITARY FACILITIES

- A. The Contractor shall provide his employees with suitable temporary sanitary facilities at his/her own expense.
- B. Temporary facilities shall be removed upon completion of the project.

1.04 TEMPORARY HEAT

- A. When temporary heat is required for protection of any portion of the project, it shall be provided by the Contractor.

1.05 ENCLOSURES

- A. Provide temporary weather-tight closures to provide acceptable working conditions and protection for materials, to allow for temporary heating, and to prevent entry of unauthorized persons.

1.06 BARRIERS

- A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

1.07 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.

1.08 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 TEMPORARY CONSTRUCTION ROADS AND ENTRANCES

- A. Contractor shall use haul routes as approved by Owner.
- B. Temporary roads or paths shall follow the contour of the natural terrain to the extent possible. Slopes shall not exceed 10 percent, where practical.
- C. If necessary, temporary construction entrances shall be constructed where vehicles and equipment enter the site. Entrances shall be constructed in a manner that will prevent damage to existing roads, culverts, and other existing structures. Contractor shall be responsible for repairing or replacing any such structures damaged at the temporary construction entrances. Temporary construction entrances shall be maintained in useable condition during the course of the project. Entrances shall be maintained in a condition that will prevent the tracking or flow of mud/soil onto public right-of-way.
- D. All materials spilled, dropped, washed, or tracked from vehicles onto roadways shall be removed immediately.

3.02 STAGING/MATERIAL STORAGE AREAS

- A. Contractor staging and material storage areas shall be approved by the Owner or Owner.

3.03 GENERAL MAINTENANCE

- A. All areas requiring vegetation/re-vegetation shall be stabilized by seeding and mulching within seven calendar days after completion of final grading, if weather permits.

-- END OF SECTION 01500 --

**SECTION 01600
MATERIALS AND EQUIPMENT**

PART 1 - GENERAL

1.01 SCOPE

- A. Requirements Included
 - 1. Products.
 - 2. Workmanship.
 - 3. Manufacturer's Instructions.
 - 4. Transportation and Handling.
 - 5. Storage and Protection.
 - 6. Substitutions and Product Options.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions.
- B. Section 01300 - Submittals.
- C. Section 01700 - Contract Closeout.

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300, distribute copies to persons involved, and maintain one set at work site.
- B. Perform work in accordance with details of instructions and specified requirements.
Should a conflict exist between Specifications and instructions, consult with the Owner.

1.06 TRANSPORTATION AND HANDLING

- A. Transport Products by methods to avoid Product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.

1.07 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated Products, place on sloped supports above ground. Cover Products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged, and are maintained under required conditions.
- E. After installation, provide coverings to protect Products from damage from traffic and construction operations, remove when no longer needed.
- F. Protect all grounds, equipment and the structure from damage during construction.
 - 1. Any damage to grounds, equipment, or roadways shall be repaired or replaced by the Contractor at no charge to the Owner.

1.08 PRODUCT OPTIONS

- A. Within 30 days after date of Contract, submit complete list of major Products proposed, with name of manufacturer, trade name, and model.
- B. Options:
 - 1. Products specified only by reference standard: Any Product meeting that standard.
 - 2. Products specified by naming several manufacturers: Products of any named manufacturer meeting Specifications.
 - 3. Products specified by naming one or more manufacturers and "or equal": Submit a request for substitution for any manufacturer not specifically named.
 - 4. Products specified by naming only one manufacturer: No option.

1.09 SUBSTITUTIONS

- A. Only within 30 days after date of Contract will the Owner consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a Product becomes unavailable due to no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds, in all respects, specified Product.
 - 2. Will provide the same warranty for substitution as for specified Product.
 - 3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- E. The Owner will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

-- END OF SECTION 01600 --

**SECTION 01700
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.01 SCOPE

- A. Closeout Procedures.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Owners Review. Contractor shall submit written notification that the work substantially complete and is ready for the Owners Review. The Owner will then prepare a punch list of items to be completed.
- B. Substantial Completion. Substantial completion shall consist of the following:
1. Prior to substantial completion, the Owner shall present to the Contractor a punch list of work items to be completed in accordance with the contract documents.
 2. When Contractor considers the work on the punch list to be substantially complete, he shall submit written notice with a list of items to be completed or corrected, and the estimated dates of the completion or correction.
 3. If Owner finds the work is not substantially complete, the Owner will promptly notify the Contractor in writing, listing the observed deficiencies. Contractor shall remedy the deficiencies and send a new written notice of substantial completion. This procedure shall continue until such time when the Owner is satisfied with such deficiencies have been corrected.
 4. When Owner finds the work to be substantially complete, a Certificate of Substantial Completion will be prepared with a list of deficiencies that require timely correction, and/or non-construction deficiencies in accordance with provisions of General Conditions.
- C. Final Acceptance. When Contractor considers the work to be complete, a written certification shall be submitted to the Owner certifying that:
1. Contract documents have been reviewed.
 2. Work has been inspected for compliance with contract documents.
 3. Work has been completed in accordance with contract documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
 4. Work is complete and ready for final inspection.
 5. Should the Owners inspection find work incomplete, Contractor will promptly be notified, in writing, listing observed deficiencies. Contractor shall remedy the deficiencies and send a second Certification of Final Completion. This procedure shall continue until such time when the Owner is satisfied with such repairs and corrections.
 6. When the Owner finds work is complete, closeout submittals will be considered. Contractor shall submit a final invoice for final payment identifying total adjusted Contract Sum, a record of previous payments, and sum remaining due. A Final Acceptance Certificate will be issued to the Contractor along with final payment.

D. Warranties and Bonds

1. Provide duplicate copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers.
2. Submit material prior to final application for payment.

-- END OF SECTION 01700 --

**SECTION 02102
TREE CLEARING**

PART 1 - GENERAL

1.01 SCOPE

- A. This project involves removing invasive species (e.g. eastern red cedar, elm, ash, mulberry, cottonwood, locust, and other undesirable woody species) at the project site. This section specifies tree clearing of the mapped unit(s) work areas including removal of trees, stumps, debris, and brush and stump treatment.
- B. In this project approximately 142 total acres of grasslands will be cleared of invasive woody plants. The vast majority of the acres associated with this project are machine accessible. A small amount of chainsaw work likely will be required along fence lines. Undesirable woody vegetation will be mechanically removed from hilltops, slopes and other areas on the property. Mechanical removal of trees will not occur on steep slopes and wetland areas in order to avoid technically difficult and cost prohibitive removal practices and to reduce potential of erosion.
- C. The Contractor shall provide all labor, materials, equipment, and incidentals required to complete the work specified in this section.

1.02 DEFINITIONS

- A. Tree Clearing. Tree Clearing shall consist of removing/cutting trees, brush, shrubs, and other woody vegetation including down timber, snags, and brush occurring in the designated mapped units / work areas.
- B. Grubbing. Grubbing shall consist of the removal and disposal of stumps, roots greater than 1 inch in diameter, and root mats from the designated work area.
- C. Stump Treatment. Stump treatment shall consist of applying a specialty herbicide with extra dye on all cut deciduous trees and shrubs.

PART 2 - PRODUCTS

2.01 SPECIALTY HERBICIDE - PICLORAM

- A. Picloram is a synthetic herbicide used for general woody plant control. It also controls a wide range of broad-leaved weeds. Most grasses are resistant to picloram so it is used in range management programs. Picloram shall be used for controlling undesirable trees via cut surface treatments.

2.02 ACTIVE INGREDIENTS

- A. Picloram active ingredients shall be as follows: 4-amino-3,5,6-trichloropicolinic acid, triisopropanolamine salt at 5.4%; 2,4-dichlorophenoxyacetic acid, triisopropanolamine salt at 20.9%; other ingredients at 73.7%
- B. Acid Equivalents: picloram - 3.0% and 2,4-dichlorophenoxyacetic acid - 11.2%

2.03 MANUFACTURERS

- A. Pre-Approved Commercial Products:
 - 1. Tordon RTU by DOW AgroScience
 - 2. Pathway by DOW AgroScience
 - 3. Other approved equal.

PART 3 - EXECUTION

3.01 TREE & SHRUB CLEARING

- A. Contractor shall cut and clear trees, stumps, brush, snags and other woody vegetation in the designated work areas as necessary to complete the work. All tree species will be cut in the upland and prairie mapped units as noted on the attached map (Appendix A) without exception.
- B. Trees only within mapped Unit A may require the use of heavy equipment to remove larger diameter trees that can not be sheared. Any areas disturbed by heavy equipment (e.g. ruts, large diameter roots, stumps, etc., scarified earth) shall be restored to its original grade and slope condition prior to construction. This includes the removal of temporary access locations, berms or roads.
- C. Tree and shrub (all woody vegetation) will be removed with the use of hydro axes, bobcats, tree shears, chainsaws, and/or other necessary equipment to complete the tree removal.
- D. Cutting size shall have a minimum 2 inches in diameter or 3 feet tall.
- E. Trees will be cut out of existing fences in each mapped unit and all fences will be saved.

3.02 TREE STACKING

- A. Stacking of trees is required throughout the clearing areas, except for trees that fall in drainages inaccessible to equipment. Stacks should be kept 100 feet from existing fences. Stacks should be no smaller than approximately 15 feet x 20 feet area with a stack height of 5-7 feet.
- B. The "prairie" mapped unit area stacks can be pushed in draws or areas designated by the Owner.
- C. Cut shrubs should also be pushed into stacks.

3.03 PROTECTION OF EXISTING PLANTINGS, STRUCTURES, AND OTHER ITEMS

- A. Contractor shall take precautions to protect any vegetation, structures, signs, and utilities not intended to be removed. Prior to beginning work, Contractor shall be responsible for field verifying that there are no utilities within the work area. Contractor shall be responsible for repairing and/or replacing, at no additional cost to the Owner, items that are damaged during construction that were not intended to be removed.

3.04 CHEMICAL TREATMENT OF STUMPS

- A. Contractor shall use owner approved specialty herbicide (picloram) with extra dye on all cut deciduous trees and shrubs. Contractor shall cut trees flush to the ground before specialty herbicide treatment. Contractor shall spray or paint the cut surfaces of freshly cut stumps and stubs within a few minutes of original cut. Contractor shall comply with all product safety and application procedures, including precaution for spray drift management.

3.05 DISPOSAL or SALVAGE OF MATERIAL

- A. All materials resulting from clearing and grubbing activities shall be stacked and piled as specified. The contractor, at his own expense, may salvage and remove cut trees from the project site. Any and all salvage efforts must take place within the prescribed timeline of the contract. All salvage efforts shall be coordinated with the Owner.

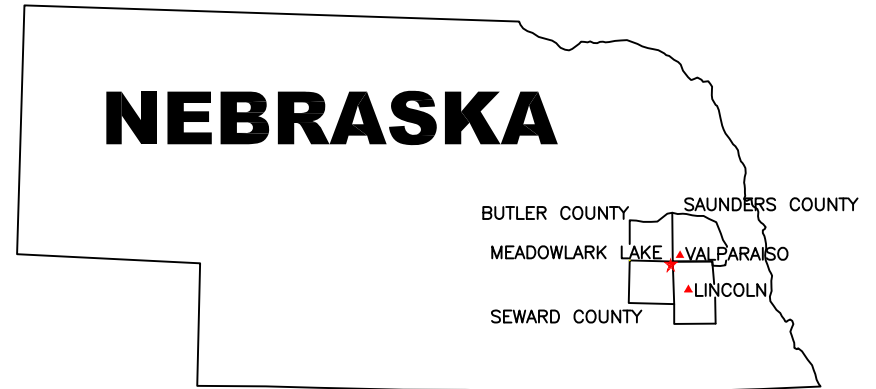
-- END OF SECTION 02102 --

APPENDIX A

MEADOWLARK LAKE RECREATION AREA GRASSLAND ENHANCEMENT - TREE REMOVAL PROJECT



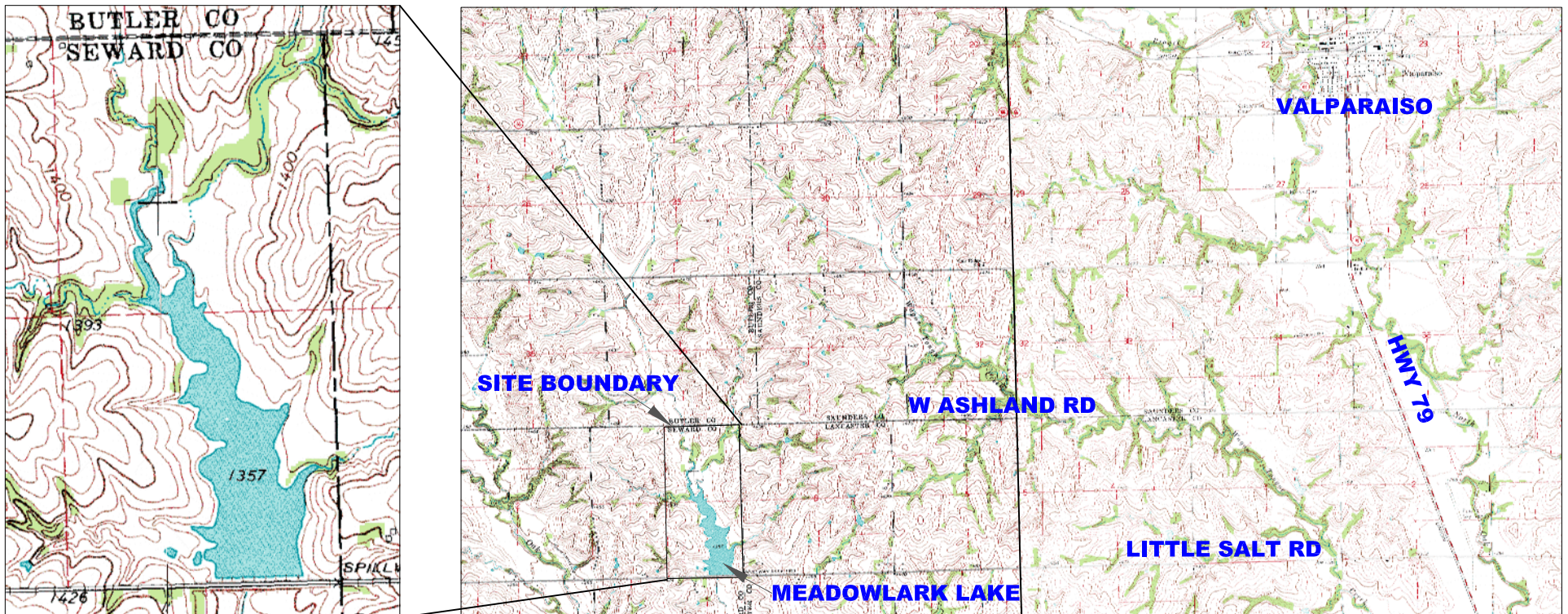
LOWER PLATTE SOUTH
NATURAL RESOURCES DISTRICT



APPENDIX A

FIGURE 1: GENERAL VICINITY MAP

LOCATION MAP
NOT TO SCALE




MAP SOURCE: USGS QUADRANGLE VALPARAISO & VALPARAISO SW, 1969. NOT TO SCALE



**MEADOWLARK LAKE RECREATION AREA
GRASSLAND ENHANCEMENT - TREE REMOVAL PROJECT**

**APPENDIX A
FIGURE 2: UNIT AREA MAP**

 **SCALE:**
1" = 400 FT

