

Agenda Item: 8.

MEMORANDUM

TO: Programs, Projects & Operations Subcommittee

FROM: Lori Ann Laster, Stormwater Management Engineer

SUBJECT: Review and Recommendation on Temporary Grading Easement for Pier 15 at Papio Dam Site 15A

DATE: November 5, 2016

The original design plans for Papio Dam Site 15A (DS15A) included setting aside an area for the future alignment of HWS Cleveland Boulevard along the eastern edge of the site between Fort and Ida Streets. This alignment would then be used for construction of a temporary paved access road into the park until such time as HWS Cleveland Blvd. would be built by neighboring development as it occurred sometime in the future.

In August 2015, the City of Omaha opened the area surrounding DS15A to development. A developer, Pier 15, LLC, is planning a new subdivision at the northwest corner of 168th Street and Fort Street. As part of this development, the SID would be required to construct the ultimate section and profile for HWS Cleveland Blvd. This would include raising the road elevation up to 8 feet in some areas.

Because the temporary access road for the park has not yet been constructed, the developer would like the opportunity to complete the grading work for the ultimate profile of HWS Cleveland Blvd. as soon as possible. This would minimize any potential closures to park access in the future as well as save money on pavement replacement.

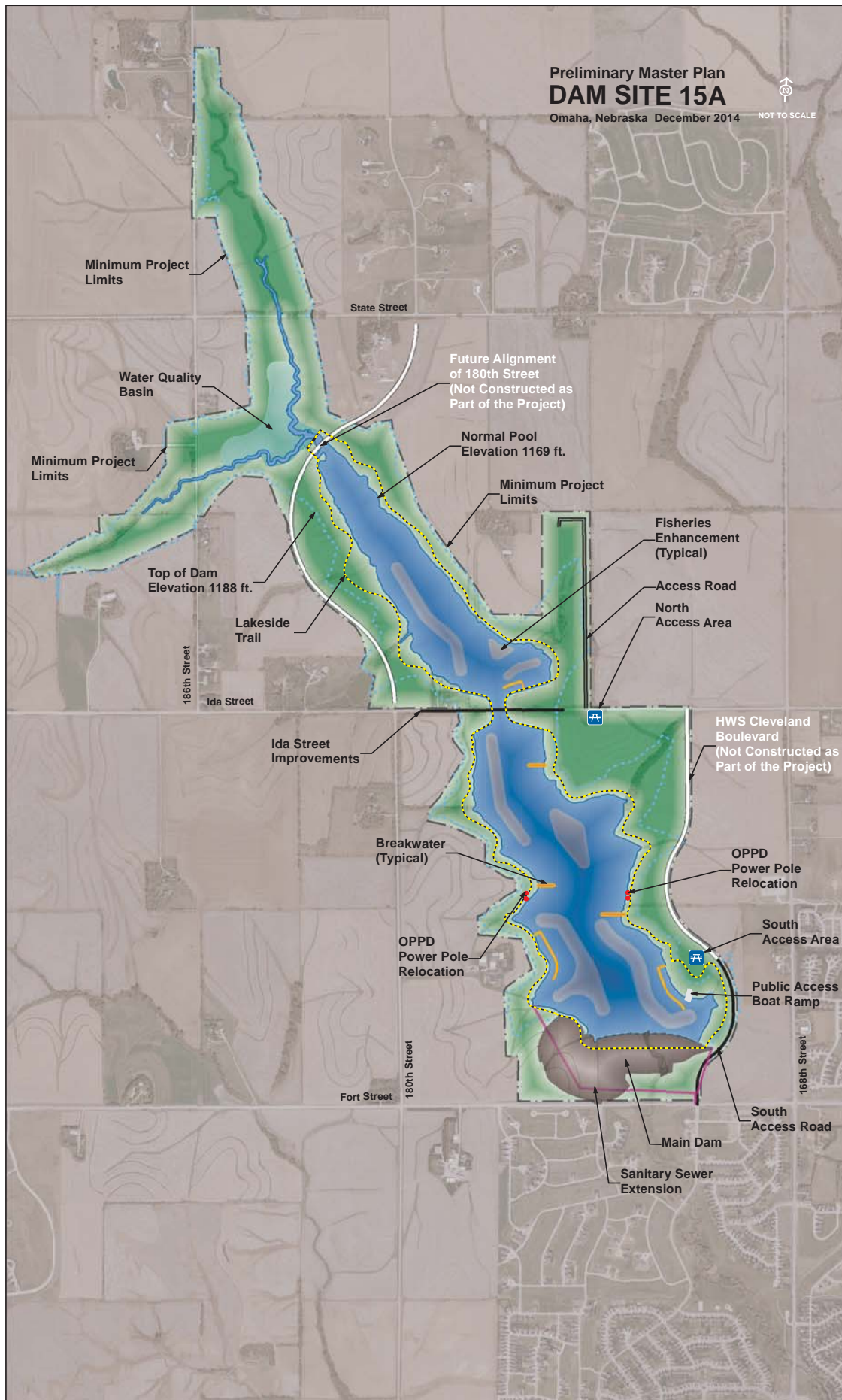
The developer also wishes to complete grading for a possible future pier in the reservoir. This public-access pier would be operated and maintained by the City of Omaha and/or the SID.

The proposed temporary grading easement would allow the developer on site to grade HWS Cleveland Blvd. and the pier upon approval of plans by the District and the City of Omaha.

Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute for and on behalf of the District the proposed temporary grading easement to Pier 15, LLC subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Preliminary Master Plan
DAM SITE 15A

Omaha, Nebraska December 2014



**Temporary Grading Easement
on District Property
at Papio Dam Site 15A**

This agreement is entered into between: the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a governmental subdivision of the State of Nebraska, (hereinafter called the "District") and Pier 15, LLC, hereinafter called "the Grantee"), witnesseth that,

WHEREAS, the District owns a certain real property located in Douglas County, Nebraska and legally described in **EXHIBIT "A"**, attached hereto and incorporated herein (the "District Property");

WHEREAS, Grantee owns a certain real property located in Douglas County, Nebraska and legally described in **EXHIBIT "B"**, attached hereto and incorporated herein (the "Grantee Property");

WHEREAS, the Grantee desires to construct certain improvements on the Grantee Property, and in connection therewith, Grantee desires to change the grade and elevation of a portion of the District's Property (hereinafter called the "Construction") in accordance with the plans and specifications for the HWS Cleveland Boulevard and Pier 15 grading at the Papio Dam Site 15A project, issued by Lamp Rynerson and Associates, dated November 3, 2016, ("Construction Plans") incorporated herein by reference; and

WHEREAS, in accordance with the terms and conditions hereinafter set forth, the District is agreeable to permit the Construction on the portion of the District Property shown and legally described in **EXHIBIT "C"** attached hereto (the "Grading Easement Area"), subject to the terms below.

NOW THEREFORE, in consideration of their mutual covenants herein expressed, it is agreed between the District and the Grantee that approval to construct, operate and maintain during the Construction within the Grading Easement Area is hereby granted to the Grantee subject to the following conditions:

- 1) Prior to beginning Construction, Grantee must obtain approval of the Construction Plans by the City of Omaha, Nebraska (hereinafter the "City") and provide the District with written proof of such approval by the City. It is understood by the Grantee and the District that the City's approval of the Construction is a precondition to this agreement. The Grantee's failure to obtain the City's approval of the Construction Plans will render this agreement null and void.
- 2) Any portion of the Grading Easement Area damaged as a result of the installation, operation and maintenance of the Construction are properly and immediately restored to their "as built" condition by the Grantee or its contractors. This shall include but not be limited to the following:
 - a) all excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent land;
 - b) Grantee may remove and dispose of all grass, trees, shrubbery, and other vegetation in the Grading Easement Area that are necessary for the Construction; provided, however, all seeded areas which are disturbed shall be re-seeded and an acceptable cover established, and
 - c) all materials, pipe, debris and other material shall be removed from the site following completion of the Construction.
- 3) The Grantee agrees to pay for all damages to the Grading Easement Area arising out of the Construction and/or the use of Grading Easement Area by the Grantee and/or its contractors. In the event of any damage to the Grading Easement Area caused by the installation, operation or maintenance of the Construction, the District shall notify the Grantee, who shall promptly cause such damage to be properly repaired to the reasonable satisfaction of the District. In the event that such damaged portions of the Grading Easement Area are not promptly or properly repaired by the Grantee following advance written notice to Grantee and Grantee's failure to cure the same within ten (10) business days, the District shall make the repairs and shall have an action against the Grantee for the actual cost of such repairs, and for a reasonable fee for associated administration costs and for attorney fees.
- 4) The Grantee agrees to hold the District harmless from and against any and all liability, causes of action and claims occasioned by the Construction by the Grantee and/or its contractors, including but not limited to the liability for any injury to any personnel employed by the Grantee, and personnel employed by contractors or subcontractors of the Grantee, or personnel of the District, except for liability caused by the sole negligence or intentional misconduct of the District or its agents and employees.

- 5) The Grantee agrees to reimburse the District for any costs associated with inspection of the Construction within the Grading Easement Area permitted under this agreement, which costs should be itemized and forwarded by the District within ninety (90) days after their accrual.
- 6) The Grantee agrees to notify the District 24 hours prior to beginning the Construction.
- 7) Upon completion of the Construction or any modifications thereto, the Grantee shall furnish to the District two copies of "as built" plans for the Construction or modification, if it differs from the Construction Plans.
- 8) The Grantee shall maintain the Construction in a manner which will not unreasonably interfere with the continued operation and maintenance of the District Property outside of the Grading Easement Area.
- 9) Grantee assumes the entire risk of loss or damage to its Construction, from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only the sole negligence or intentional misconduct of the District or its officers, agents, and employees.
- 10) During the Construction, the District shall not permit other permits, easements, leases, or licenses over, under, or upon the Grading Easement Area other than to Grantee, and the District shall not construct or install, or allow others to construct or install, any improvements or structures on the Grading Easement Area. The District shall not use the Grading Easement Area in any manner that adversely affects the Construction.
- 11) This Temporary Grading Easement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or email shall be as effective as delivery of a manually executed counterpart thereof.

[REMAINDER OF PAGE BLANK – COUNTERPART SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the respective dates shown.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, NEBRASKA**

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County, personally came _____ of PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, to me personally known to be the _____ of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA.

Notary Public

Pier 15, LLC

By: _____

Name: _____

Title: _____

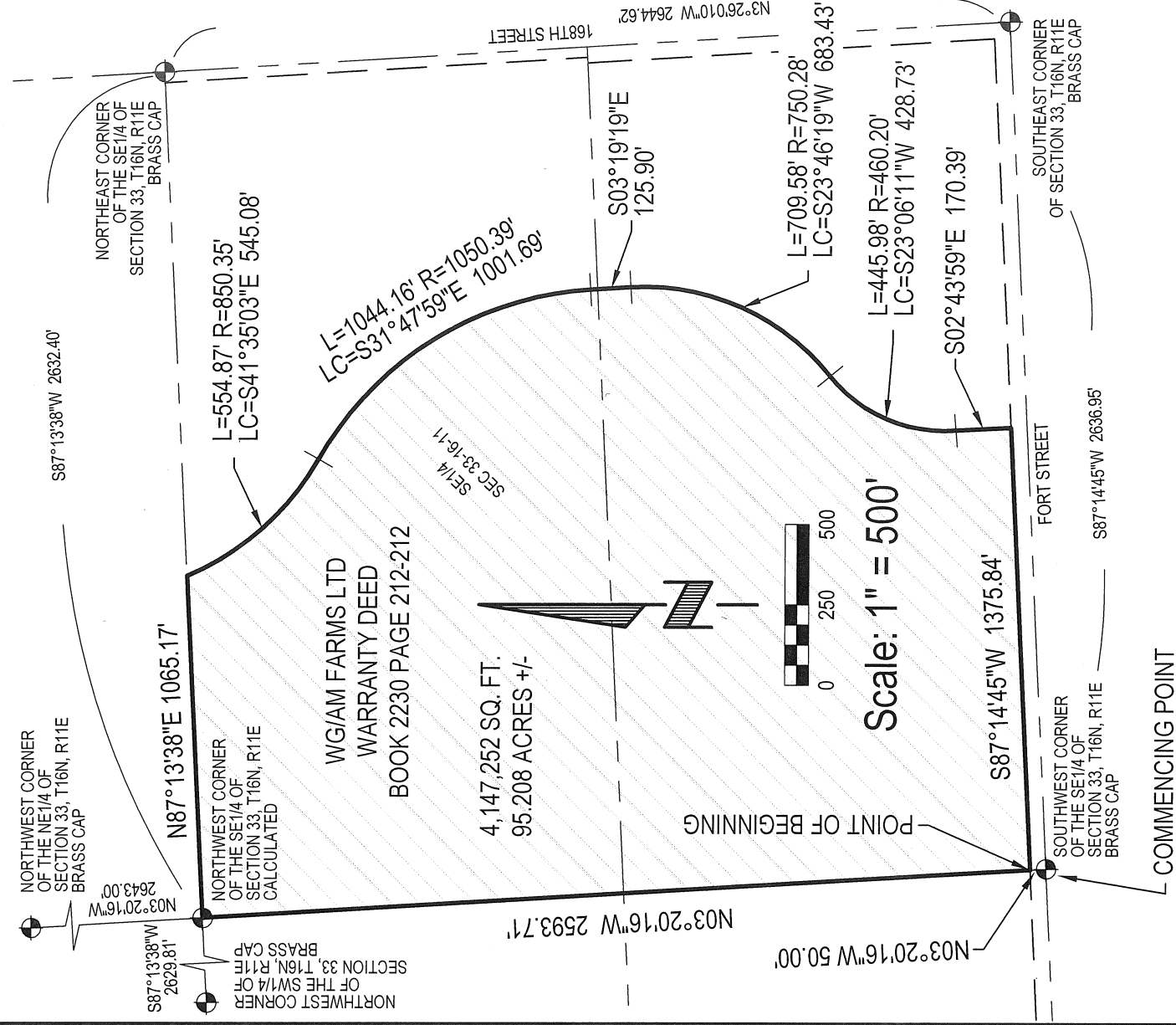
STATE OF NEBRASKA)
) ss
COUNTY OF _____)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County, personally came _____ of Pier 15, LLC to me personally known to be the _____ of said Pier 15, LLC and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said P


EXHIBIT "A"

LEGAL DESCRIPTION OF DISTRICT PROPERTY

EXHIBIT "A"



PAGE 1 OF 2
SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION

 Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700			TRACT 18 PART OF THE SE 1/4 OF SECTION 33 T16N, R11E DOUGLAS COUNTY, NEBRASKA	
	Drawn by: FCE	Chkd by: JTH	Date: 09/18/2012	Job No.: P2009.336.001	Book No.: 3966

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EXHIBIT "A"

LEGAL DESCRIPTION:

WG/AM FARMS LTD
WARRANTY DEED
BOOK 2230 PAGE 212-212

A TRACT OF LAND LOCATED IN PART OF THE SE1/4 OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF SECTION 33; THENCE N03°20'16"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FORT STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N03°20'16"W ALONG SAID WEST LINE OF SE1/4 OF SECTION 33, A DISTANCE OF 2593.71 FEET TO THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 33; THENCE N87°13'38"E ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 33, A DISTANCE OF 1065.17 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 850.35 FEET, A DISTANCE OF 554.87 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S41°35'03"E, A DISTANCE OF 545.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1050.39 FEET, A DISTANCE OF 1044.16 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S31°47'59"E, A DISTANCE OF 1001.69 FEET; THENCE S03°19'19"E, A DISTANCE OF 125.90 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 750.28 FEET, A DISTANCE OF 709.58 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S23°46'19"W, A DISTANCE OF 683.43 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 460.20 FEET, A DISTANCE OF 445.98 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S23°06'11"W, A DISTANCE OF 428.73 FEET; THENCE S02°43'59"E, A DISTANCE OF 170.39 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF FORT STREET; THENCE S87°14'45"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF FORT STREET A DISTANCE OF 1375.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 4,147,252 SQUARE FEET OR 95.208 ACRES, MORE OR LESS.

PAGE 2 OF 2
SEE PAGE 1 OF 2 FOR DRAWING



 <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.865.4700			TRACT 18 PART OF THE SE1/4 OF SECTION 33 T16N, R11E DOUGLAS COUNTY, NEBRASKA	
	Drawn by: FCE	Chkd by: 	Scale: 1" = 500'	Date: 09/18/2012	Book No.: 3966

EXHIBIT "B"
LEGAL DESCRIPTION OF GRANTEE PROPERTY

A TEMPORARY GRADING EASEMENT OVER THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;
THENCE SOUTH 87°14'43" WEST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM) FOR 1261.63 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 02°45'17" WEST FOR 50.00 FEET TO THE NORTH RIGHT OF WAY LINE OF FORT STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87°17'21" WEST FOR 200.00 FEET ALONG SAID NORTH RIGHT OF WAY LINE;

THENCE NORTH 02°42'39" WEST FOR 167.27 FEET;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 660.23 FEET AND A LONG CHORD BEARING NORTH 22°02'20" EAST FOR 586.87 FEET) FOR AN ARC LENGTH OF 608.14 FEET;

THENCE NORTH 66°18'00" WEST FOR 278.74 FEET;

THENCE NORTH 11°40'11" EAST FOR 384.39 FEET;

THENCE NORTH 63°08'54" EAST FOR 175.20 FEET;

THENCE SOUTH 69°01'09" EAST FOR 262.15 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 550.30 FEET AND A LONG CHORD BEARING NORTH 03°09'26" WEST FOR 3.13 FEET) FOR AN ARC LENGTH OF 3.13 FEET;

THENCE NORTH 03°18'50" WEST FOR 125.82 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 850.36 FEET AND A LONG CHORD BEARING NORTH 31°48'13" WEST FOR 811.16 FEET) FOR AN ARC LENGTH OF 845.57 FEET;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 1050.35 FEET AND A LONG CHORD BEARING NORTH 39°36'45" WEST FOR 741.39 FEET) FOR AN ARC LENGTH OF 757.72 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 87°13'39" EAST FOR 210.35 FEET ALONG SAID NORTH LINE;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 850.35 FEET AND A LONG CHORD BEARING SOUTH 41°35'35" EAST FOR 545.15 FEET) FOR AN ARC LENGTH OF 554.95 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 1050.39 FEET AND A LONG CHORD BEARING SOUTH 31°47'55" EAST FOR 1001.77 FEET) FOR AN ARC LENGTH OF 1044.25 FEET;

THENCE SOUTH 03°18'50" EAST FOR 125.84 FEET;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 750.28 FEET AND A LONG CHORD BEARING SOUTH 23°46'14" WEST FOR 683.33 FEET) FOR AN ARC LENGTH OF 709.47 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 460.20 FEET AND A LONG CHORD BEARING SOUTH 23°05'51" WEST FOR 428.86 FEET) FOR AN ARC LENGTH OF 446.13 FEET;

THENCE SOUTH 02°42'39" EAST FOR 170.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 18.356 ACRES.

EXHIBIT "C"
GRADING EASEMENT AREA

PIER 15, LLC
OMAHA, NEBRASKA
GRADING, SECTION 1
PIER 15

APPROXIMATE QUANTITIES

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY	FINAL QUANTITY
1.	CLEARING AND GRUBBING GENERAL	1 LS	LS
2.	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	9 EA	EA
3.	REMOVE AND SALVAGE 24" FLARED END SECTION	2 EA	EA
4.	REMOVE AND SALVAGE 30" FLARED END SECTION	2 EA	EA
5.	REMOVE 24" FLARED END SECTION	2 EA	EA
6.	REMOVE 30" FLARED END SECTION	3 EA	EA
7.	REMOVE AND SALVAGE 24" C.S.P.	65 LF	LF
8.	REMOVE AND SALVAGE 30" C.S.P.	155 LF	LF
9.	REMOVE 30" C.S.P.	130 LF	LF
10.	STRIP, STOCKPILE, AND RESPREAD TOPSOIL (ESTABLISHED QUANTITY)	11,430 CY	CY
11.	EARTHWORK — EXCAVATION (ESTABLISHED QUANTITY)	#### CY	CY
12.	CONSTRUCT 18" C.S.P.	235 LF	LF
13.	CONSTRUCT SALVAGED 24" C.S.P.	65 LF	LF
14.	CONSTRUCT 24" C.S.P.	25 LF	LF
15.	CONSTRUCT SALVAGED 30" C.S.P.	155 LF	LF
16.	CONSTRUCT SALVAGED 24" FLARED END SECTION	2 EA	EA
17.	CONSTRUCT SALVAGED 30" FLARED END SECTION	2 EA	EA
18.	CONSTRUCT 18" FLARED END SECTION	2 EA	EA
19.	CONSTRUCT 24" C.S. VERTICAL PIPE BEND	1 EA	EA
20.	CONSTRUCT 30" C.S. VERTICAL PIPE BEND	2 EA	EA
21.	CONSTRUCT 18" PIPE BEDDING	235 LF	LF
22.	CONSTRUCT 24" PIPE BEDDING	90 LF	LF
23.	CONSTRUCT 30" PIPE BEDDING	155 LF	LF
24.	CONSTRUCT SILT TRAP	1 LS	LS
25.	CONSTRUCT ROCK RIP-RAP — TYPE "A"	20 TN	TN
26.	CONSTRUCT INTERCEPTOR SWALE	2,200 LF	LF
27.	CONSTRUCT ROCK ACCESS ROAD	120 TN	TN
28.	CONSTRUCT SILT FENCE	3,240 LF	LF
29.	CLEANOUT SILT FENCE	3,240 LF	LF
30.	SEEDING — TYPE "TEMPORARY SEED MIX"	14 AC	AC
31.	STRAW MULCH	14 AC	AC
32.	ROLLED EROSION CONTROL MATTING — TYPE 2	1,000 SY	SY



LOCATION MAP

INDEX OF SHEETS

SHEET NUMBER	SHEET DESCRIPTION	ORIGINAL PLAN DATE	REVISION DATE
1	COVER SHEET	11/03/2016	
2	ORIGINAL TOPOGRAPHIC SURVEY	11/03/2016	
3	LEGEND	11/03/2016	
4	GRADING PLAN	11/03/2016	
5	STORMWATER POLLUTION PREVENTION PLAN	11/03/2016	
6	GRADING AND STORMWATER POLLUTION PREVENTION PLAN NOTES AND DETAILS	11/03/2016	
7	NATURAL RESOURCE DISTRICT SWPPP — FOR INFORMATION ONLY	11/03/2016	

GENERAL NOTES

- THE TIME LIMIT TO COMPLETE ALL WORK SHALL BE 30 WORKING DAYS.
- ALL SITE WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OMAHA "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2014 EDITION AND ANY REVISIONS OR AMENDMENTS THERETO SHALL APPLY TO THIS PROJECT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS, SPECIAL CONDITIONS, AND/OR THE CONSTRUCTION DRAWINGS.
- ALL PROJECT PROCEDURES, BONDS, AND RESERVES SHALL CONFORM TO THE SPECIFICATIONS OF THE CITY OF OMAHA.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS BEFORE WORK IS STARTED TO VERIFY UTILITY LOCATIONS (ONE CALL 811).
- THE ENGINEER/INSPECTOR MUST NOTIFY THE FOLLOWING CITY OF OMAHA PUBLIC WORKS DEPARTMENT PERSONNEL 48 HOURS PRIOR TO LANE CLOSURE AND 24 HOURS PRIOR TO LANE RESTRICTIONS: MATY GROSSE (PHONE: 402-444-5282; EMAIL: MGROSSE@CITYOFOMAHA.ORG) AND LIDNEL OROPEZA (PHONE: 402-444-5252; EMAIL: LOROPEZA@CITYOFOMAHA.NE.US).
- THE CONTRACTOR SHALL NOTIFY THE OFFICE OF THE DOUGLAS/SARPY COUNTY ENGINEER 48 HOURS BEFORE WORK IS STARTED IN THE COUNTY ROAD RIGHT-OF-WAY.
- THE CONTRACTOR SHALL NOTIFY NATURAL RESOURCE DISTRICT (NRD) 48 HOURS PRIOR TO THE START OF CONSTRUCTION OPERATIONS ON NRD PROPERTY.
- THE CONTRACTOR SHALL NOT PERFORM ANY WORK WITHIN THE COUNTY RIGHT OF WAY UNTIL THE OWNER HAS OBTAINED A PERMIT.
- THE CONTRACTOR IS REFERRED TO THE SPECIAL CONDITIONS OF THE SPECIFICATIONS FOR FURTHER INFORMATION.
- BARRICADES SHALL CONFORM TO OMAHA PUBLIC WORKS "BARRICADING STANDARDS SPECIFICATIONS, METHODS AND MATERIALS" AND/OR THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
- THESE PLANS HAVE BEEN PREPARED IN COMPLIANCE WITH THE REQUIREMENTS CONTAINED IN THE CITY OF OMAHA GRADING PERMIT NO. XXXXX.
- THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. EXISTING UTILITIES ARE SHOWN AS A CONVENIENCE FOR THE CONTRACTOR. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITY COMPANIES AT THE CONTRACTOR'S REQUEST. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS BEFORE WORK IS STARTED TO VERIFY UTILITY LOCATIONS (ONE CALL 344-3565). NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGES TO THE FACILITIES. SEE SECTION 4.04 OF THE GENERAL CONDITIONS FOR FURTHER INFORMATION.
- ELEVATIONS ARE REFERENCED TO NAD83 WITH GEOID=12A.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER/OWNER/ARCHITECT A MINIMUM OF 48 HOURS PRIOR INSTALLATION OF ALL BMPs. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL ADDITIONAL WORK THAT MAY BE NEEDED TO EXPOSE, RE-INSTALL OR OTHER MEANS NECESSARY FOR BMP CERTIFICATION DUE TO FAILURE TO NOTIFY THE ENGINEER/OWNER.

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FOR INFORMATIONAL
PURPOSES ONLY

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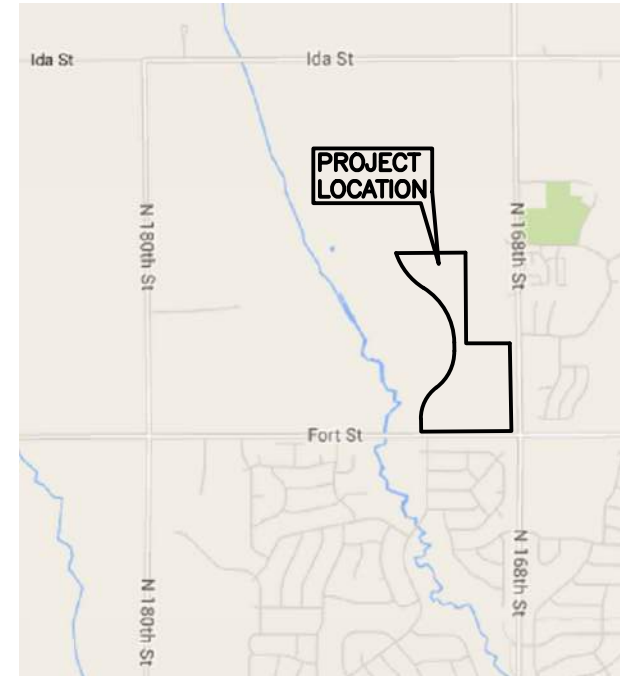
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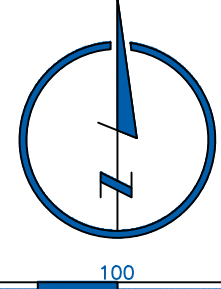
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VICINITY MAP



LEGEND

- | | |
|---------------------------|--|
| OVERHEAD POWER | PROPERTY LINE |
| MANHOLE | EASEMENT LINE |
| CURB INLET | SECTION CORNER |
| FLARED END SECTION | INFORMATION SIGN |
| FIRE HYDRANT | TRAFFIC SIGN |
| WATER MANHOLE | WATER SIGN |
| WATER VALVE | WOVEN WIRE FENCE |
| GAS WARNING SIGN | DECIDUOUS TREE AND SIZE |
| POWER POLE AND GUY | CONIFEROUS TREE AND SIZE |
| LARGE GALVANIZED POLE | VEGETATION LINE |
| TELEPHONE MANHOLE | INVERT ELEVATION |
| TELEPHONE RISER | FLOW LINE |
| FIBER OPTIC RISER | CORNERS FOUND |
| CABLE TELEVISION PULL BOX | CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-692) |
| CONTROL POINT | COMPUTED CORNER |
| | MEASURED DIMENSIONS |
| | DEED DIMENSIONS |

LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE WEST 20 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 33, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, EXCEPT ROAD RIGHT OF WAY.

AND EXCEPT

THAT PART CONVEYED TO DOUGLAS COUNTY, NEBRASKA, AS DESCRIBED WITHIN THE WARRANTY DEED FILED OCTOBER 4, 2004, AS INSTRUMENT NUMBER 2004130625 OF THE RECORDS OF DOUGLAS COUNTY, NE.

AND ALSO EXCEPT

THAT PART CONVEYED TO THE RAPID-MISSOURI RIVER NATURAL RESOURCES DISTRICT, AS DESCRIBED WITHIN THE PARTNERSHIP WARRANTY DEED FILED JUNE 2, 2014, AS INSTRUMENT NUMBER 2014040763 OF THE RECORDS OF DOUGLAS COUNTY, NE.

CONTAINS 40.240 ACRES AS FIELD MEASURED.

BENCHMARK NOTE

ELEVATIONS SHOWN ARE DERIVED FROM NAD83 W/ GEOID-12A

UTILITY NOTE

THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (800-368-5868) PRIOR TO ANY EXCAVATION ON THIS SITE.

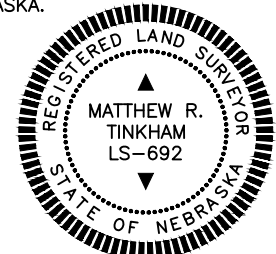
CONTROL POINTS

CONTROL POINT #94 5/8" REBAR N=561356.91 E=2688971.45 ELEV=1253.39	CONTROL POINT #95 5/8" REBAR N=559720.97 E=2688771.49 ELEV=1168.45	CONTROL POINT #96 5/8" REBAR N=559752.40 E=2688348.64 ELEV=1204.17
CONTROL POINT #97 5/8" REBAR N=559772.63 E=2688901.85 ELEV=1216.70	CONTROL POINT #98 5/8" REBAR N=559808.82 E=2688684.64 ELEV=1232.05	CONTROL POINT #99 5/8" REBAR N=560571.99 E=2689002.61 ELEV=1252.84

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

DATE OF SIGNATURE:



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

JENNA POLLARD

SHEET

U:\Engineering\2015\15-04\2015-04-01\2015-04-01.dwg, 1/7/2015, 1:22:14 PM, HKS, WASHINGTON, LAMP RYNEARSON & ASSOCIATES

DRAWN BY DESIGNED BY DATE		11/03/2016 JOB NUMBER: 68154-2027 SUBSHEET NO. 3 BOOK AND PAGE	
REVISIONS		14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027 www.LRA-Inc.com	
LEGEND		PIER 15 OMAHA, NEBRASKA	
LAMP RYNEARSON & ASSOCIATES		LAMP RYNEARSON - ENGINEERS	
PRELIMINARY		NOT RELEASED FOR CONSTRUCTION	
REN A POLLARD		SHEET	
3		7	

DESIGNED BY	ITC	14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027	402-496-2488 P	402-496-2730 F
DATE	RV	www.LRA-Inc.com		
JOB NUMBER	02/2016			
BOOK NUMBER	015104.01-018			
BOOK AND PAGE				

LEGEND

PIER 15
OMAHA, NEBRASKA

LAMP RYNEARSON - ENGINEERS

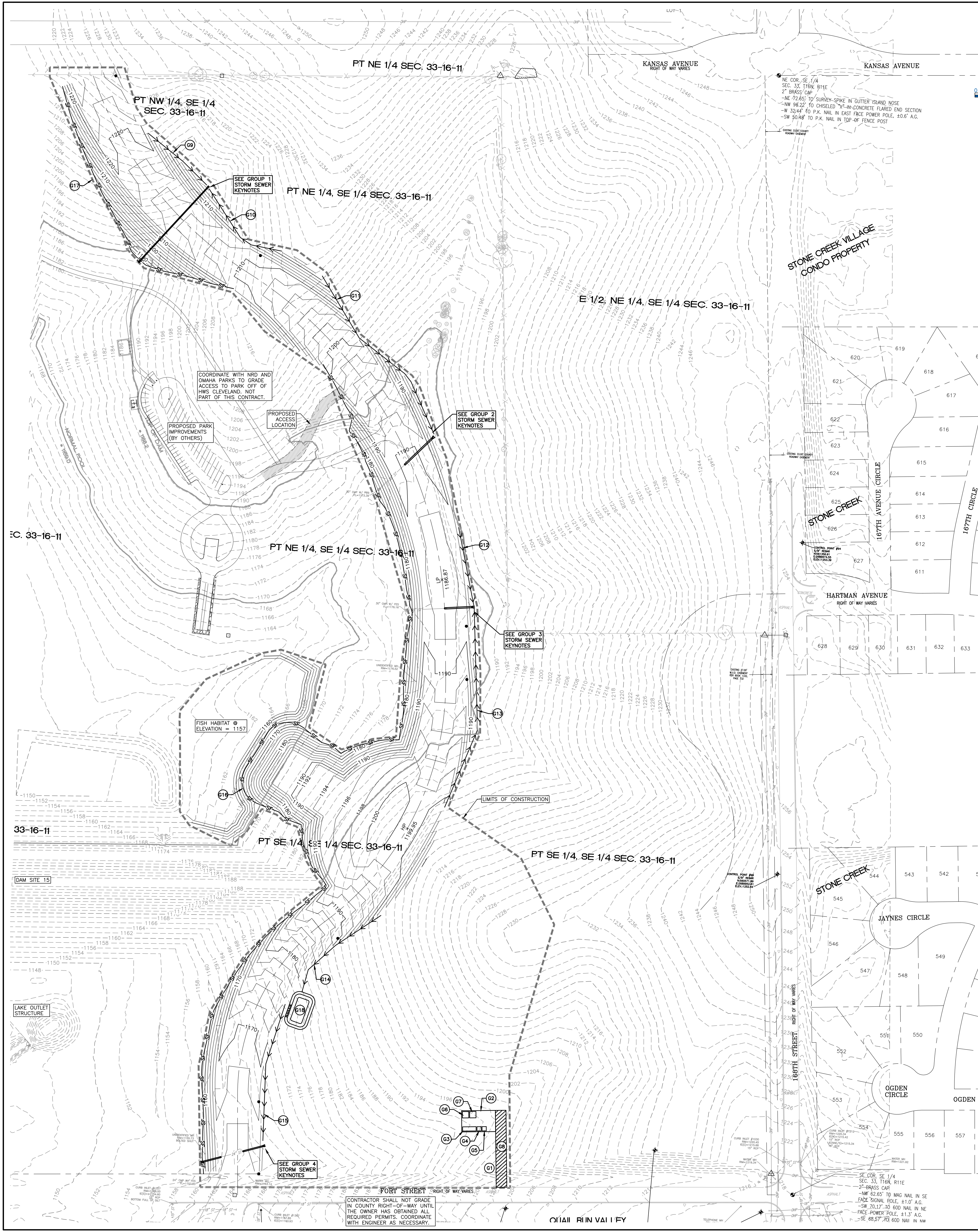
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NOT RELEASED FOR CONSTRUCTION

VEN & POLLARD

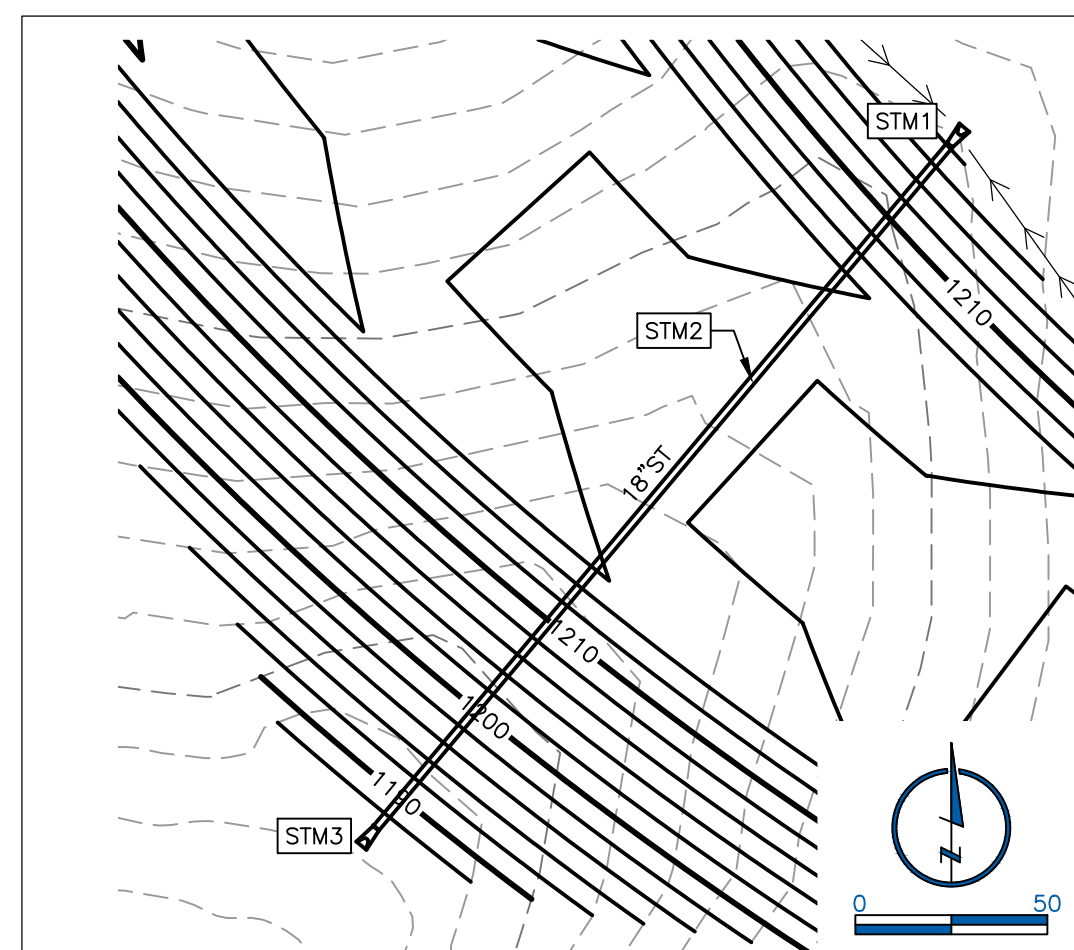
SHEET

3 OF 7

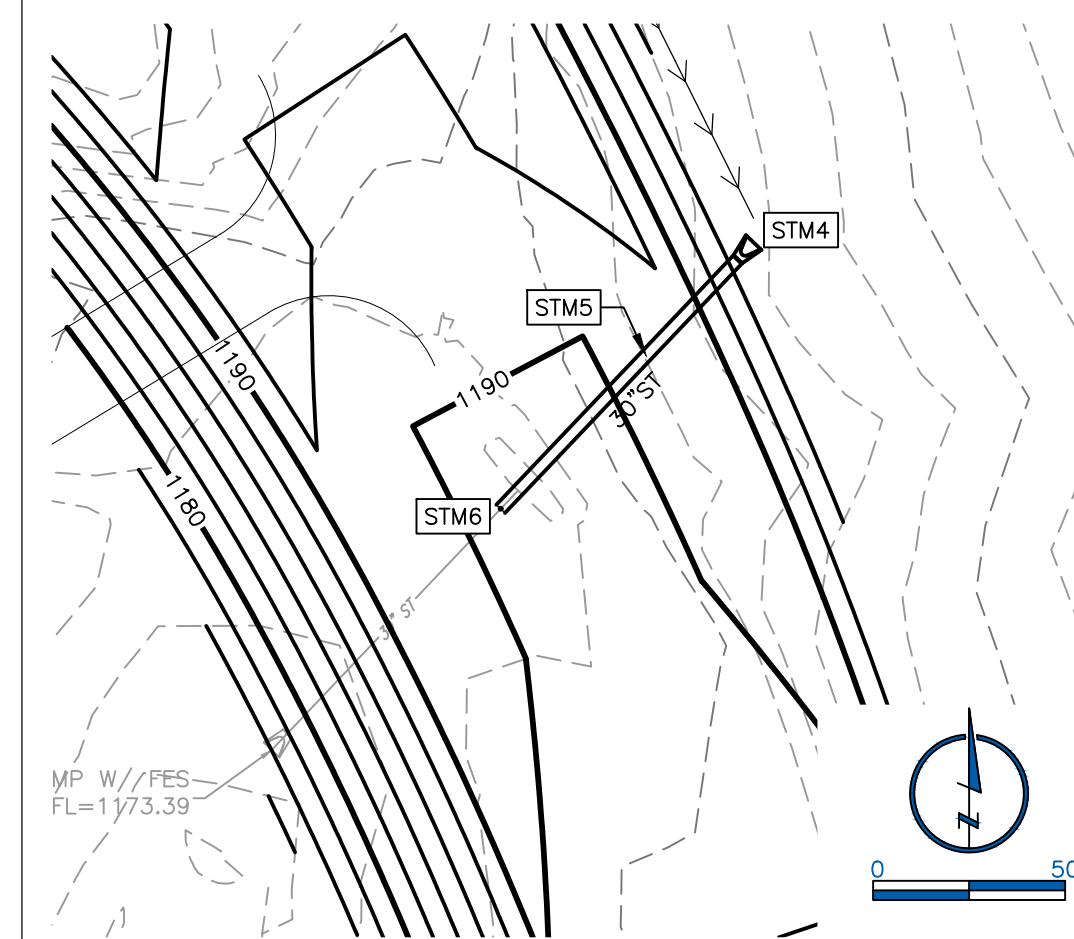


THIS WORK SHALL BE PERFORMED UNDER THE AUTHORIZATION OF THE EXISTING GRADING PERMIT AND ASSOCIATED INFRASTRUCTURE PERMIT. THE EXISTING GRADING PERMIT AND ASSOCIATED INFRASTRUCTURE PERMIT SHALL BE MAINTAINED AND ASSOCIATED INSPECTIONS WILL BE CONDUCTED BY LAMP RYNEARSON AND ASSOCIATES UNDER THE AUTHORITY OF THE EXISTING PERMIT HOLDER AND POSTED ON THE OMAHA PUBLIC WORKS WEBSITE.

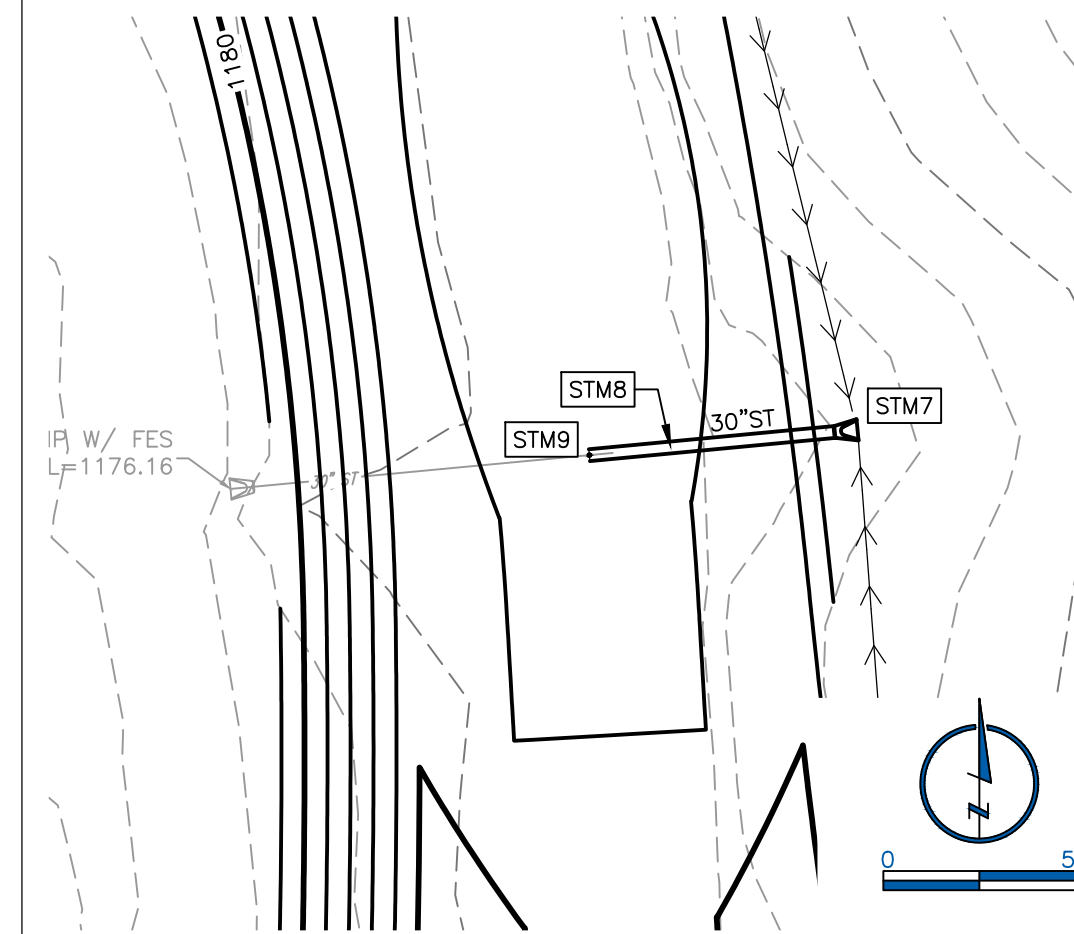
GRADING KEYNOTES	
NUMBER	KEYNOTE
G1	CONTRACTOR SHALL INSTALL AND MAINTAIN A SWPPP NOTIFICATION SIGN PER 9.6.7 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
G2	CONTRACTOR SHALL INSTALL AND MAINTAIN A STABILIZED VEHICLE AND EQUIPMENT PARKING AREA
G3	PROPOSED LOCATION OF JOB TRAILER; ALTERNATE LOCATION MUST BE APPROVED BY THE ENGINEER
G4	CONTRACTOR SHALL INSTALL AND MAINTAIN A SANITARY WASTE RECEPTACLE PER 9.6.2 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
G5	CONTRACTOR SHALL INSTALL AND MAINTAIN A SOLID WASTE RECEPTACLE PER 9.6.3 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
G6	CONTRACTOR SHALL INSTALL AND MAINTAIN A DESIGNATED VEHICLE AND EQUIPMENT FUELING AREA PER 9.6.6 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
G7	CONTRACTOR SHALL INSTALL AND MAINTAIN A DESIGNATED MATERIAL DELIVERY AND STORAGE AREA PER 9.6.4 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
G8	CONTRACTOR SHALL INSTALL AND MAINTAIN A STABILIZED CONSTRUCTION ENTRANCE PER STANDARD SPECIFICATION 9.5.2 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
G9 - G15	CONTRACTOR SHALL INSTALL AND MAINTAIN AN INTERCEPTOR SWALE PER STANDARD SPECIFICATION 9.5.7 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
G16 - G17	CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE AS SHOWN PER STANDARD SPECIFICATION 9.5.4 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL. DURING CONSTRUCTION, ADDITIONAL SILT FENCE MAY BE REQUIRED TO LIMIT SEDIMENT RUNOFF FROM LEAVING THE SITE
G18	CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MATING AS DIRECTED BY THE ENGINEER PER STANDARD SPECIFICATION 9.5.23 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL
	CONTRACTOR SHALL INSTALL AND MAINTAIN TEMPORARY SILT TRAP IN ACCORDANCE WITH STANDARD SPECIFICATION 9.5.14 OF THE OMAHA REGIONAL STORMWATER DESIGN MANUAL. THE SILT TRAP SHALL BE INSTALLED PRIOR TO ANY OTHER GRADING ACTIVITY UPSTREAM OF THE SILT TRAP. SEE SHEET 6 FOR FURTHER DETAIL
	CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS, EXCLUDING PUBLIC RIGHT OF WAY IN THE PHASE(S) THAT WILL BE IMMEDIATELY DEVELOPED



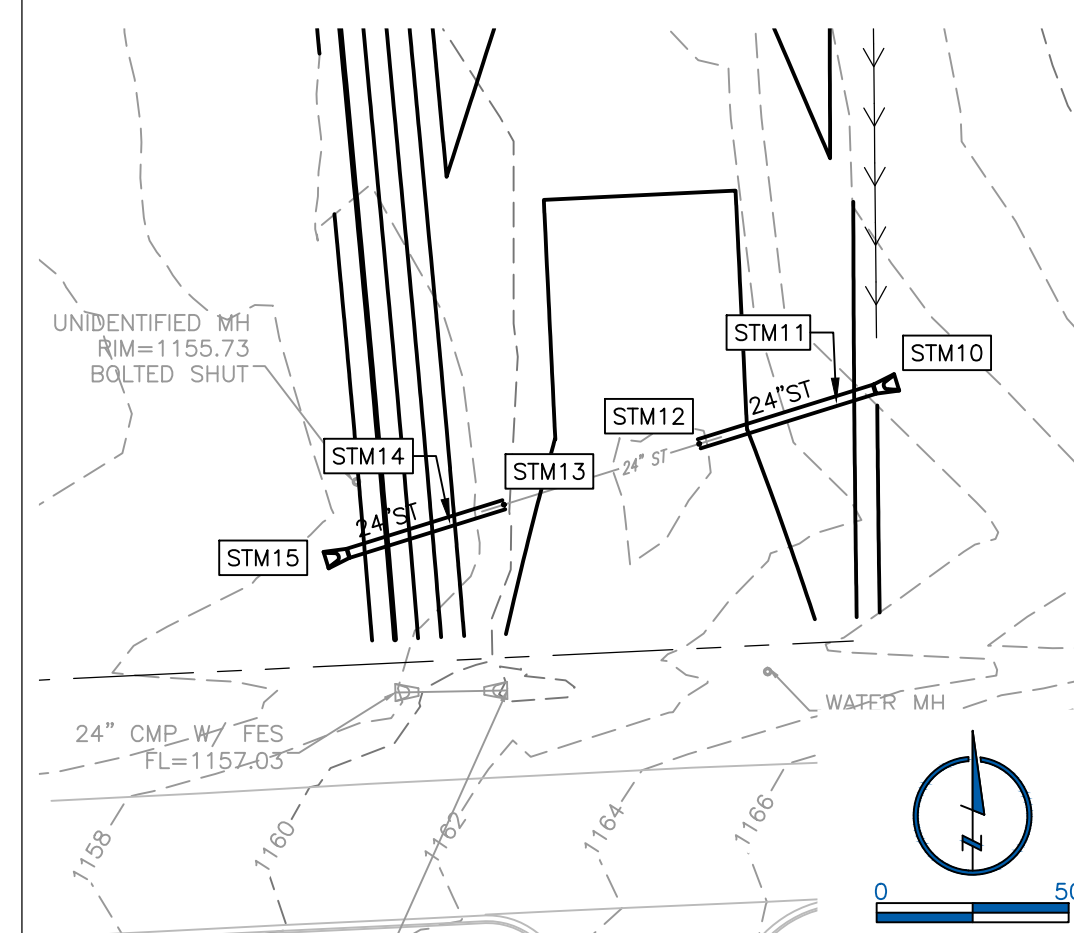
GROUP 1 STORM SEWER KEYNOTES:
STM1 CONSTRUCT 18" FLARED END SECTION
I.E.(18")SW= 1202.18
I.E.(18")NE= 1202.18
STM2 CONSTRUCT 232.36 LF 18" STORM SEWER @ 6.91% WITH PIPE BEDDING
STM3 CONSTRUCT 18" FLARED END SECTION
I.E.(18")NE= 1186.13



GROUP 2 STORM SEWER KEYNOTES:
STM4 CONSTRUCT SALVAGED 30" FLARED END SECTION
I.E.(30")SW= 1185.58
I.E.(30")NE= 1185.58
STM5 CONSTRUCT 89.69 LF 30" STORM SEWER @ 11.52% WITH PIPE BEDDING
STM6 CONNECT TO EXISTING PIPE AND CONSTRUCT 30" VERTICAL BEND WITH CONCRETE COLLAR
I.E.(30")NE= 1175.25



GROUP 3 STORM SEWER KEYNOTES:
STM7 CONSTRUCT SALVAGED 30" FLARED END SECTION
I.E.(30")W= 1184.66
I.E.(30")E= 1184.66
STM8 CONSTRUCT 64.20 LF 30" STORM SEWER @ 10.13% WITH PIPE BEDDING
STM9 CONNECT TO EXISTING PIPE AND CONSTRUCT 30" VERTICAL BEND WITH CONCRETE COLLAR
I.E.(30")E= 1178.16



GROUP 4 STORM SEWER KEYNOTES:
STM10 CONSTRUCT SALVAGED 24" FLARED END SECTION
I.E.(24")W= 1164.60
I.E.(24")E= 1164.60
STM11 CONSTRUCT 47.90 LF 24" STORM SEWER @ 7.81% WITH PIPE BEDDING
STM12 CONNECT TO EXISTING PIPE AND CONSTRUCT 24" VERTICAL BEND WITH CONCRETE COLLAR
I.E.(24")E= 1160.86
STM13 CONNECT TO EXISTING PIPE AND CONSTRUCT 24" VERTICAL BEND WITH CONCRETE COLLAR
I.E.(24")W= 1157.43
STM14 CONSTRUCT 42.57 LF 24" STORM SEWER @ 2.47% WITH PIPE BEDDING
STM15 CONSTRUCT SALVAGED 24" FLARED END SECTION
I.E.(24")E= 1156.38
I.E.(24")W= 1156.38

811
Know what's below.
Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE AS TO THE LOCATION, DEPTH, AND SIZE OF ANY UTILITIES OR FACILITIES SHOWN ON THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

DESIGNED BY TSC	CHECKED BY RV	DATE 02/20/16	CONTRACT NUMBER 01510401-018	BOOK AND PAGE
REVISIONS				
14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027 www.LRA-Inc.com				
LAMP RYNEARSON & ASSOCIATES				
PIER 15 OMAHA, NEBRASKA				
STORMWATER POLLUTION PREVENTION PLAN				
PRELIMINARY				
NOT RELEASED FOR CONSTRUCTION				
SHEET				
5 OF 7				

GENERAL NOTES

1. ALL OPERATORS/CONTRACTORS MUST CONFIRM WITH THE APPLICANT THAT ANY AND ALL APPLICABLE GOVERNMENTAL APPROVALS HAVE BEEN RECEIVED PRIOR TO THE START OF WORK.
2. BMP'S MAY NOT BE REMOVED WITHOUT INSPECTOR AND APPLICABLE GOVERNMENTAL APPROVAL.
3. THE APPLICANT, INSPECTOR, AND CONTRACTORS/OPERATORS MUST ADHERE TO ALL GOOD HOUSEKEEPING BMP'S PRESENTED WITHIN THE OMAHA REGIONAL STORMWATER DESIGN MANUAL CHAPTER 9 SECTION 9.6. GOOD HOUSEKEEPING BMP'S FOCUS ON KEEPING THE WORK SITE CLEAN AND ORDERLY WHILE HANDLING MATERIALS AND WASTE IN A MANNER THAT ELIMINATES THE POTENTIAL FOR POLLUTANT RUNOFF. GOOD HOUSEKEEPING BMP'S SUCH AS SANITARY WASTE MANAGEMENT (9.6.2), SOLID WASTE MANAGEMENT (9.6.3), MATERIAL DELIVERY & STORAGE (9.6.4), STREET CLEANING / SWEEPING (9.6.5), AND VEHICLE & EQUIPMENT FUELING (9.6.6) MUST BE ADDRESSED WHEN APPLICABLE. THE AFOREMENTIONED PUBLICATION CAN BE FOUND AT [HTTP://WWW.OMHA-ASTORMWATER.ORG](http://www.OMHA-ASTORMWATER.ORG).
4. THE SWPPP DOCUMENTS (E.G., NDEE-NDES, SWPPP-SM, SWPPP-N, ETC.) ARE ESSENTIAL AND A REQUIREMENT IN ONE PART IS AS BINDING AS THE OTHERS. ALL THE SWPPP DOCUMENTS ARE COMPLEMENTARY. THE DOCUMENTS DESCRIBE AND PROVIDE THE COMPLETE SWPPP. THE APPLICANT, INSPECTOR, AND/OR CONTRACTORS/OPERATORS MAY NOT TAKE ADVANTAGE OF ANY APPARENT SWPPP ERRORS OR OMISSIONS. THE INSPECTOR SHALL NOTIFY THE APPLICANT, DESIGNER, AND CONTRACTORS/OPERATORS PROMPTLY OF ANY OMISSIONS OR ERRORS. THE APPLICANT SHALL INSTRUCT THE DESIGNER TO MAKE ANY CORRECTIONS NECESSARY TO FULFILL THE OVERALL INTENT OF THE SWPPP DOCUMENTS (E.G., GRADING PERMIT MODIFICATION FORM). IN THE CASE OF A DISCREPANCY BETWEEN PARTS OF THE SWPPP DOCUMENTS, THE MOST STRINGENT REQUIREMENT SHALL RULE.

BMP'S MAINTENANCE SCHEDULE

THE FOLLOWING MAINTENANCE SCHEDULE HAS BEEN PROVIDED. THE INSPECTOR MUST PERFORM THE INSPECTIONS. THE OPERATOR/CONTRACTOR MUST PERFORM ALL NEEDED MAINTENANCE. FURTHERMORE, ALL EROSION CONTROL FEATURE REQUIRING MAINTENANCE MAY NOT BE LISTED BELOW. THE OPERATOR/CONTRACTOR AND INSPECTOR MUST PERFORM THEIR RESPECTIVE DUTIES ON ALL BMP'S THAT ARE NOT LISTED BELOW AS WELL.

1. **CONSTRUCTION ENTRANCE** - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR THE WASHING AND REWORKING OF EXISTING STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY. THE USE OF WATER TRUCKS TO REMOVE MATERIALS DROPPED, WASHED, OR TRACKED ONTO ROADWAYS WILL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES.
2. **SILT FENCE** - THE MAINTENANCE MEASURES ARE AS FOLLOWS: (2.1) SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. (2.2) CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCE RESULTING FROM END RUNS AND UNDERCUTTING. (2.3) SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY; (2.4) SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER; AND (2.5) ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
3. **STORM DRAIN INLET PROTECTION** - THE MAINTENANCE MEASURES ARE AS FOLLOWS: (3.1) STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NECESSARY AND (3.2) STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
4. **TEMPORARY DIVERSION DIKE** - THE MEASURE SHALL BE INSPECTED AFTER EVERY STORM AND REPAIRS MADE TO THE DIKE, FLOW CHANNEL, OUTLET OR SEDIMENT TRAPPING FACILITY, AS NECESSARY, ONCE EVERY TWO WEEKS. WHETHER A STORM EVENT HAS OCCURRED OR NOT, THE MEASURE SHALL BE INSPECTED AND REPAIRS MADE IF NEEDED. DAMAGES CAUSED BY CONSTRUCTION TRAFFIC OR OTHER ACTIVITY MUST BE REPAIRED BEFORE THE END OF EACH WORKING DAY.
5. **TEMPORARY FILL DIVERSION** - SINCE THE PRACTICE IS TEMPORARY AND UNDER MOST SITUATIONS WILL BE COVERED THE NEXT WORKING DAY, THE MAINTENANCE REQUIRED SHOULD BE LOW. IF THE PRACTICE IS TO REMAIN IN USE FOR MORE THAN ONE DAY, AN INSPECTION SHALL BE MADE AT THE END OF EACH WORK DAY AND REPAIRS MADE TO THE MEASURE IF NEEDED. THE OPERATOR/CONTRACTOR SHOULD AVOID THE PLACEMENT OF ANY MATERIAL OVER THE STRUCTURE WHILE IT IS IN USE. CONSTRUCTION TRAFFIC SHOULD NOT BE PERMITTED TO CROSS THE DIVERSION.
6. **TEMPORARY SEDIMENT TRAP** - THE MAINTENANCE MEASURES ARE AS FOLLOWS: (6.1) SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL CONDITION WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DESIGN VOLUME OF THE WET STORAGE. SEDIMENT REMOVAL FROM THE BASIN SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE AND CAUSE SEDIMENTATION PROBLEMS; (6.2) FILTER STONE SHALL BE REGULARLY CHECKED TO ENSURE THAT FILTRATION PERFORMANCE IS MAINTAINED. STONE CHOKED WITH SEDIMENT SHALL BE REMOVED AND CLEANED OR REPLACED; AND (6.3) THE STRUCTURE SHOULD BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. THE HEIGHT OF THE STONE OUTLET SHOULD BE CHECKED TO ENSURE THAT ITS CENTER IS AT LEAST 1 FOOT BELOW THE TOP OF THE EMBANKMENT.
7. **TEMPORARY SEDIMENT BASIN** - THE BASIN EMBANKMENT SHOULD BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. THE EMERGENCY SPILLWAY SHOULD BE CHECKED REGULARLY TO ENSURE THAT ITS LINING IS WELL ESTABLISHED AND EROSION-RESISTANT. THE BASIN SHOULD BE CHECKED AFTER EACH RUNOFF PRODUCING RAINFALL FOR SEDIMENT CLEANOUT AND TRASH REMOVAL. WHEN THE SEDIMENT REACHES THE CLEANOUT LEVEL, IT SHALL BE REMOVED AND PROPERLY DISPOSED OF.
8. **TEMPORARY SEEDING** - AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER ADEQUATE TO PREVENT RILL EROSION WILL BE RE-SEEDDED AS SOON AS SUCH AREAS ARE IDENTIFIED. CONTROL WEEDS BY MOWING.
9. **PERMANENT SEEDING** - THE MAINTENANCE MEASURES ARE AS FOLLOWS: (9.1) IN GENERAL, A STAND OF VEGETATION CANNOT BE DETERMINED TO BE FULLY ESTABLISHED UNTIL IT HAS BEEN MAINTAINED FOR ONE FULL YEAR AFTER PLANNING; (9.2) NEW SEEDINGS SHALL BE SUPPLIED WITH ADEQUATE MOISTURE, SUPPLY WATER AS NEEDED, ESPECIALLY LATE IN THE SEASON, IN ABNORMALLY HOT OR DRY CONDITIONS, OR ON ADVERSE SITES. WATER APPLICATIONS SHALL BE CONTROLLED TO PREVENT EXCESSIVE RUNOFF; (9.3) INSPECT ALL SEEDER AREAS FOR FAILURES AND MAKE NECESSARY REPAIRS, REPLACEMENTS, AND RESEEDINGS WITHIN THE PLANTING SEASON, IF POSSIBLE; (9.3.A) IF STAND IS INADEQUATE FOR EROSION CONTROL, OVER SEED AND FERTILIZE USING HALF OF THE RATES ORIGINALLY SPECIFIED; (9.3.B) IF STAND IS BARE DAMAGED, RE-ESTABLISH FOLLOWING SEEDBED AND SEEDING RECOMMENDATIONS; (9.3.C) IF STAND HAS LESS THAN 40% COVER, RE-EVALUATE CHOICE OF PLANT MATERIALS AND QUANTITIES OF LIME AND FERTILIZER. THE SOIL MUST BE TESTED TO DETERMINE IF ACIDITY OR NUTRIENT IMBALANCES ARE RESPONSIBLE, RE-ESTABLISH THE STAND FOLLOWING SEEDBED AND SEEDING RECOMMENDATIONS.

10. **MULCHING** - ALL MULCHES AND SOIL COVERINGS SHOULD BE INSPECTED PERIODICALLY (PARTICULARLY AFTER RAINSTORMS) TO CHECK FOR EROSION. WHERE EROSION IS OBSERVED IN MULCHED AREAS, ADDITIONAL MULCH SHOULD BE APPLIED. NETS AND MATS SHOULD BE INSPECTED AFTER RAINSTORMS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, REINSTALL NETTING OR MATTING AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE OR DITCH. INSPECTIONS SHOULD TAKE PLACE UNTIL GRASSES ARE FIRMLY ESTABLISHED. WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE; REPAIR AS NEEDED.
11. **SOIL STABILIZATION BLANKETS & MATTING** - ALL SOIL STABILIZATION BLANKETS AND MATTING SHOULD BE INSPECTED PERIODICALLY FOLLOWING INSTALLATION, PARTICULARLY AFTER RAINSTORMS TO CHECK FOR EROSION AND UNDERMINING. ANY DISLOCATION OR FAILURE SHOULD BE REPAIRED IMMEDIATELY. IF WASHOUTS OR BREAKAGE OCCURS, REINSTALL THE MATERIAL AFTER REPAIRING DAMAGE TO THE SLOPE OR DITCH. CONTINUE TO MONITOR THESE AREAS UNTIL WHICH TIME THEY BECOME PERMANENTLY STABILIZED; AT THAT TIME AN ANNUAL INSPECTIONS SHOULD BE ADEQUATE.

12. **STREET CLEANING / SWEEPING** - THE MAINTENANCE MEASURES ARE AS FOLLOWS: (12.1) EVALUATE ACCESS POINTS DAILY FOR SEDIMENT TRACKING. (12.2) WHEN TRACKED OR SPILLED SEDIMENT IS FOUND ON PAVED SURFACES, IT WILL BE REMOVED DAILY, DURING TIMES OF HEAVY TRAFFIC-OUT, SUCH AS DURING RAINS. CLEANING MAY BE DONE SEVERAL TIMES THROUGHOUT THE DAY. (12.3) UNKNOWN SPILLS OR OBJECTS WILL NOT BE MIXED WITH THE SEDIMENT. AND (12.4) IF SEDIMENT IS MIXED WITH OTHER POLLUTANTS, IT WILL BE DISPOSED OF PROPERLY AT AN AUTHORIZED LANDFILL.

CONSTRUCTION ACTIVITIES & SCHEDULE

ACTIVITY
INSTALL ALL BMP'S NEEDED AND ASSOCIATED WITH THE GRADING PHASE SUCH AS STABILIZED CONSTRUCTION ENTRANCES, SEDIMENT BASINS, RISER PIPES, OUTLET PIPES, SEDIMENT TRAPS, SILT FENCE, DIVERSIONS, TERRACES AND ETCETERA.

SCHEDULE
PRIOR TO ANY STRIPPING OF EXISTING VEGETATION OR GRADING.

PROCEED WITH STRIPPING OF EXISTING VEGETATION AND GRADING IN ACCORDANCE WITH THE GRADING PLAN, WHILE DISTURBING NO MORE THAN NECESSARY.

PROCEED WITH INFRASTRUCTURE INSTALLATION.

IMPLEMENT THE INSTALLATION OF TEMPORARY SEEDING, PERMANENT SEEDING, AND/OR MULCHING.

IMPLEMENT THE INSTALLATION ALL BMP'S NEEDED AND ASSOCIATED WITH THE BUILDING PHASE.

PROCEED WITH REMOVAL OF BMP'S.

STANDARD DETAILS

NUMBER	NAME	LOCATION
9.5.2	CONSTRUCTION ENTRANCE	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.4	SILT FENCE	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.5	STORM DRAIN INLET PROTECTION	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.7	TEMPORARY DIVERSION DIKE	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.8	TEMPORARY FILL DIVERSION	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.14	TEMPORARY SEDIMENT TRAP	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.15	TEMPORARY SEDIMENT BASIN	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.16	DUST CONTROL	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.19	TEMPORARY SEEDING	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.20	PERMANENT SEEDING	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.22	MULCHING	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.5.23	SOIL STABILIZATION BLANKETS & MATTING	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.6.2	SANITARY WASTE MANAGEMENT	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.6.3	SOLID WASTE MANAGEMENT	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.6.4	MATERIAL DELIVERY AND STORAGE	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.6.5	STREET CLEANING / SWEEPING	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.6.6	VEHICLE AND EQUIPMENT FUELING	OMAHA REGIONAL STORMWATER DESIGN MANUAL
9.6.7	SWPPP NOTIFICATION SIGN	OMAHA REGIONAL STORMWATER DESIGN MANUAL

THE OMAHA REGIONAL STORMWATER DESIGN MANUAL CAN BE FOUND AT [HTTP://WWW.OMHA-ASTORMWATER.ORG](http://www.OMHA-ASTORMWATER.ORG).

BMP RESPONSIBILITY TABLE			
MAJOR ACTIVITY	CONTROL MEASURES	TIMING	RESPONSIBLE PARTY
GRADING	ROCK ACCESS ROAD	PRIOR TO STRIPPING	GENERAL CONTRACTOR
	SILT BASINS	PRIOR TO STRIPPING	GENERAL CONTRACTOR
	SILT FENCE	PRIOR TO STRIPPING	GENERAL CONTRACTOR
	TRASH CONTAINERS	PRIOR TO STRIPPING	GENERAL CONTRACTOR
	RESTROOM FACILITIES	PRIOR TO STRIPPING	GENERAL CONTRACTOR
	FUEL CONTAINMENT	PRIOR TO STRIPPING	GENERAL CONTRACTOR
SEWERS	AREA CLEANUP OF ANY TRACKED MUD/DIRT FROM ADJACENT STREETS	DAILY	GENERAL CONTRACTOR
	USE OF WATER TRUCK TO CONTROL WINDBLOWN DUST	AS OFTEN AS NEEDED AND AS RECOMMENDED BY INSPECTOR	GENERAL CONTRACTOR
	CONTINUE TO UTILIZE AND MAINTAIN ITEMS LISTED UNDER GRADING CONTROL MEASURES	AS OFTEN AS NEEDED AND AS RECOMMENDED BY INSPECTOR	GENERAL CONTRACTOR
PAVING	CONTINUE TO UTILIZE AND MAINTAIN ITEMS LISTED UNDER GRADING CONTROL MEASURES	AS OFTEN AS NEEDED AND AS RECOMMENDED BY INSPECTOR	GENERAL CONTRACTOR
	CLEAN ONSITE PAVEMENT TO REMOVE MUD AND DIRT	AS OFTEN AS NEEDED AND AS RECOMMENDED BY INSPECTOR	GENERAL CONTRACTOR
WATER, POWER, GAS AND UTILITIES	CONTINUE TO UTILIZE AND MAINTAIN ITEMS LISTED UNDER GRADING, SEWERS AND PAVING	AS OFTEN AS NEEDED AND AS RECOMMENDED BY INSPECTOR	GENERAL CONTRACTOR
	CLEAN ONSITE PAVEMENT TO REMOVE MUD/DIRT FROM ADJACENT STREETS	PRIOR TO DISTURBANCE OF LOT	GENERAL CONTRACTOR
BUILDING CONSTRUCTION	PERIODIC STREET SWEEPING TO MANAGE SEDIMENTATION	AS OFTEN AS NEEDED TO PREVENT MIGRATION OF SEDIMENT	GENERAL CONTRACTOR

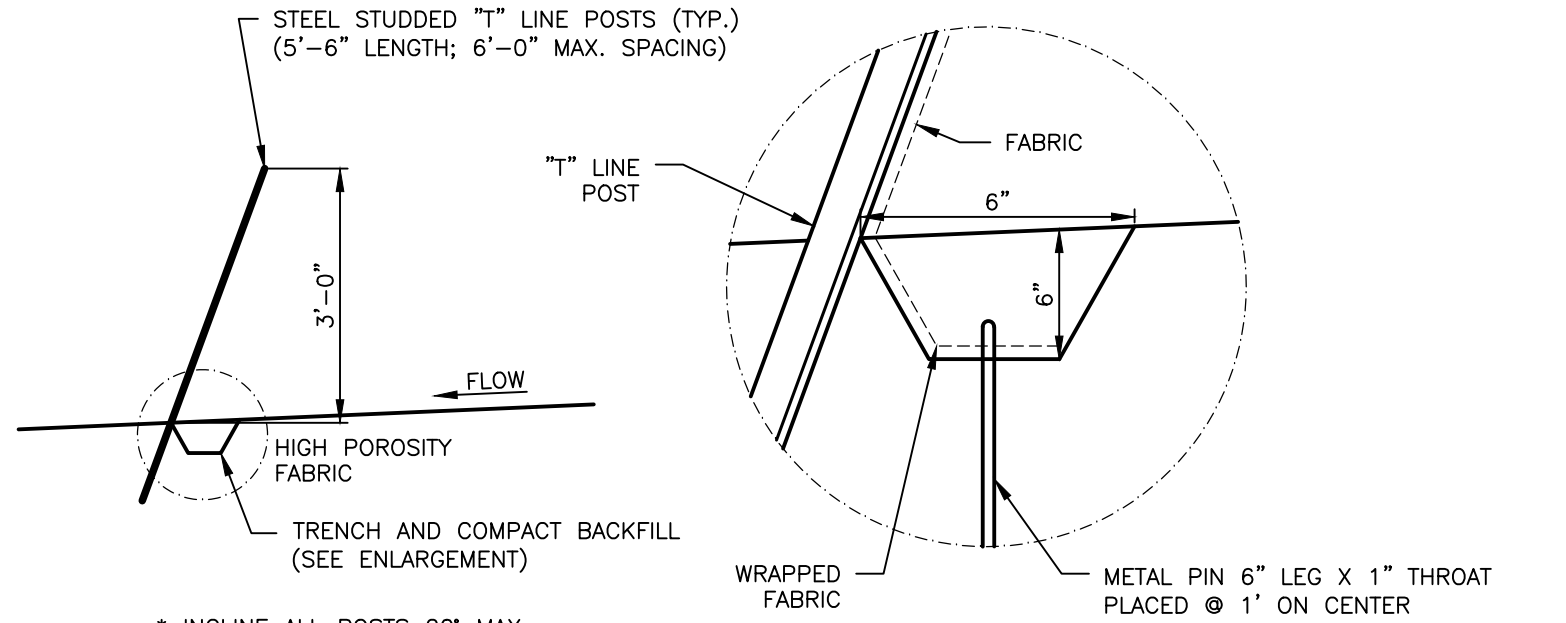
SITE INFORMATION

NOVEMBER 31, 2016		PCWP PROJECT NUMBER		NDEQ NOI NUMBER	
ESTIMATED START DATE					
PIER 15 - GRADING, SECTION 1					
PROJECT NAME			168TH & FORT STREET		
			ADDRESS		
PIER 15			OMAHA		
SUBDIVISION NAME			CITY		
S&ID #			DOUGLAS		
			COUNTY		
41°18'27.52"N			NE		
96°10'44.90"W			68116		
LATITUDE			STATE		
LONGITUDE			ZIP CODE		
TOTAL SITE AREA (ACRES)			60		
			ESTIMATED PERMIT DURATION (MONTHS)		
DISTURBED AREA (ACRES)			15		
			CUT VOLUME (YD³)		
			165,700		
UNDISTURBED AREA (ACRES)			45		
			FILL VOLUME (YD³)		
			165,700		
IMPERVIOUS AREA BEFORE CONSTRUCTION (%)			0		
			RUNOFF COEFFICIENT BEFORE CONSTRUCTION		
			0.40		
IMPERVIOUS AREA AFTER CONSTRUCTION (%)			30		
			RUNOFF COEFFICIENT AFTER CONSTRUCTION		
			0.52		

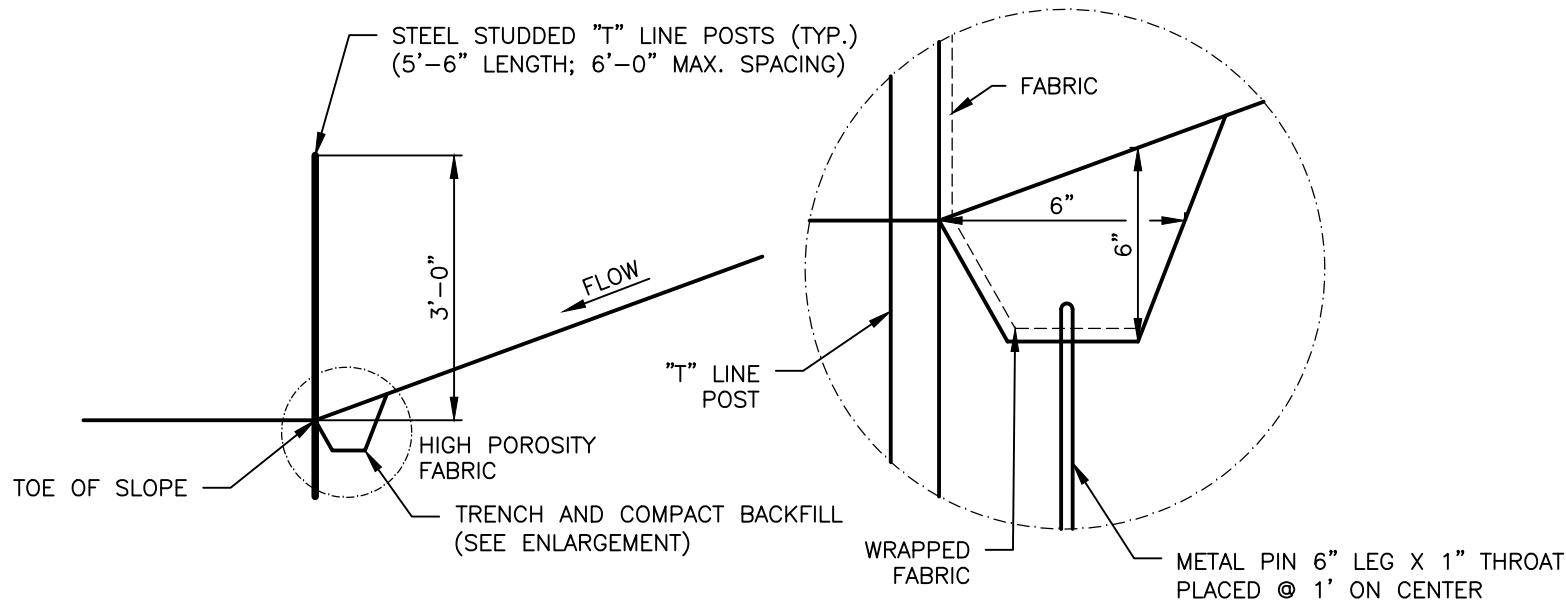
APPLICANT SWPPP CERTIFICATION

PIER 15, LLC	ADRIANOILAPGROUP.COM	402-504-4300
BUSINESS NAME	REPRESENTATIVE'S EMAIL ADDRESS	PHONE NUMBER
ADRIAN SUAREZ	2302 CUMING STREET	402-500-3470
REPRESENTATIVE'S NAME	ADDRESS	FAX NUMBER
	OMAHA	NE
	CITY	STATE
PROJECT # ASSIGNED BY APPLICANT		ZIP CODE
		88102
I HEREBY AGREE TO ACT AS APPLICANT IN ASSOCIATION WITH THIS SWPPP. FURTHERMORE, I CERTIFY UNDER PENALTY OF LAW THE FOLLOWING: (1) THAT THIS DOCUMENT AND ALL SUPPORTING INFORMATION HAS BEEN PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED; (2) THAT I UNDERSTAND AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED WITHIN THIS STORM WATER POLLUTION PREVENTION PLAN - SITE MAP (SWPPP-SM), THE ASSOCIATED STORM WATER POLLUTION PREVENTION PLAN - NARRATIVE (SWPPP-N), AND THE PCWP GRADING PERMIT TERMS (HTTP://WWW.OMAHAPERMX.COM); (3) THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF INFORMATION CONTAINED IN THIS SWPPP IS TRUE, COMPLETE, AND ACCURATE; (4) THAT, THE SWPPP HAS BEEN REPRESENTED AND WARRANTED TO CONFORM TO ALL APPLICABLE STANDARDS, CRITERIA, ORDINANCES, LAWS, RULES, AND REGULATIONS ENACTED BY THE -[A] PCWP AND ITS MEMBERS, [B] DOUGLAS COUNTY, SARY COUNTY, [D] STATE OF NEBRASKA, AND [E] UNITED STATES FEDERAL GOVERNMENT; (5) THAT, SOUND AND ESTABLISHED PRACTICES WERE USED FOR THE CREATION OF THIS SWPPP; (6) THAT, I AM OBLIGATED TO ENSURE INSPECTION, REPORTING, AND MAINTENANCE REQUIREMENTS OCCUR UNDER THE TERMS OF THIS SWPPP; (7) THAT, THIS SWPPP WILL BE IMPLEMENTED AS THE FIRST ELEMENT OF CONSTRUCTION; (8) THAT, I SHALL INDEMNIFY AND SAVE HARMLESS THE PCWP, ITS MEMBERS, OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS AND DEMANDS OF EVERY NATURE AND DESCRIPTION GROWING OUT OF THE IMPLEMENTATION OF THIS SWPPP, INCLUDING PERSONAL INJURIES RECEIVED AND ALL PROPERTY DAMAGE SUSTAINED; (9) THAT, I WILL RETAIN THE SERVICES OF THE DESIGNATED DESIGNER AND INSPECTOR, TO PERFORM ALL DESIGN AND INSPECTION DUTIES ASSOCIATED WITH THIS SWPPP, THOUGH A CONTRACTUAL AGREEMENT; AND (10) THAT, CORRECTIONS OF DEFECTS AND DEFICIENCIES IN DESIGN, CONSTRUCTION, INSPECTION, IMPLEMENTATION, AND TESTING SHALL BE WITHOUT EXPENSE TO THE PCWP AND ITS MEMBERS, OFFICERS, AGENTS AND EMPLOYEES AND SHALL BE MY OBLIGATIONS WHILE ACTING AS APPLICANT.		
APPLICANT'S SIGNATURE	DATE	

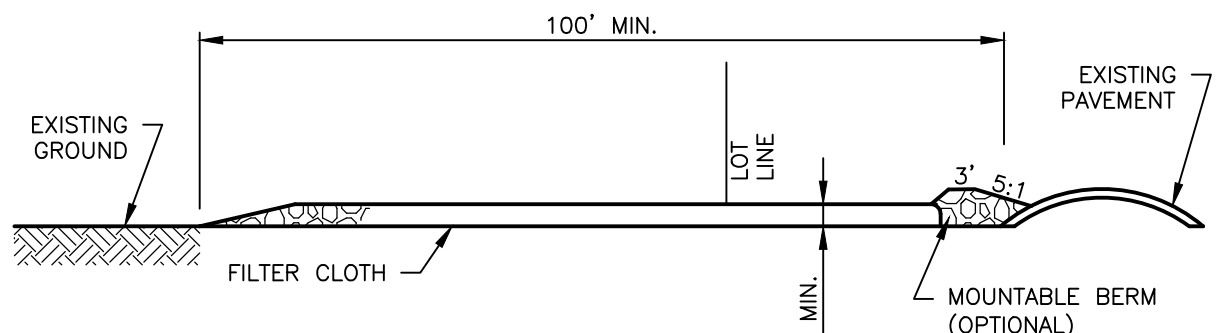
THIS WORK SHALL BE PERFORMED UNDER THE AUTHORIZATION OF THE EXISTING GRADING PERMIT AND ASSOCIATED INFRASTRUCTURE PERMIT COW-201600839 WEEKLY AND RAINFALL EVENT INSPECTIONS WILL BE CONDUCTED BY LAMP RYNEARSON AND ASSOCIATES UNDER THE AUTHORITY OF THE EXISTING PERMIT HOLDER AND POSTED ON THE OMAHA PUBLIC WORKS WEBSITE.



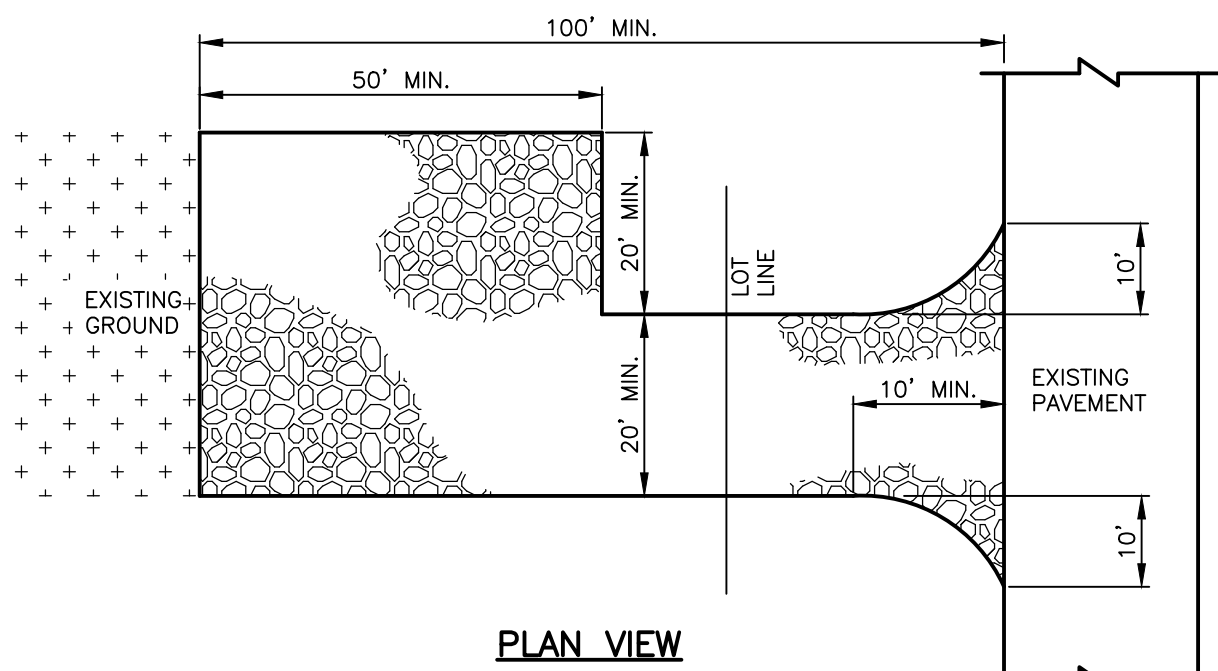
FABRIC SILT FENCE - CONTINUOUS GRADE DETAIL
NO SCALE



FABRIC SILT FENCE - TOE OF SLOPE DETAIL
NO SCALE



PROFILE

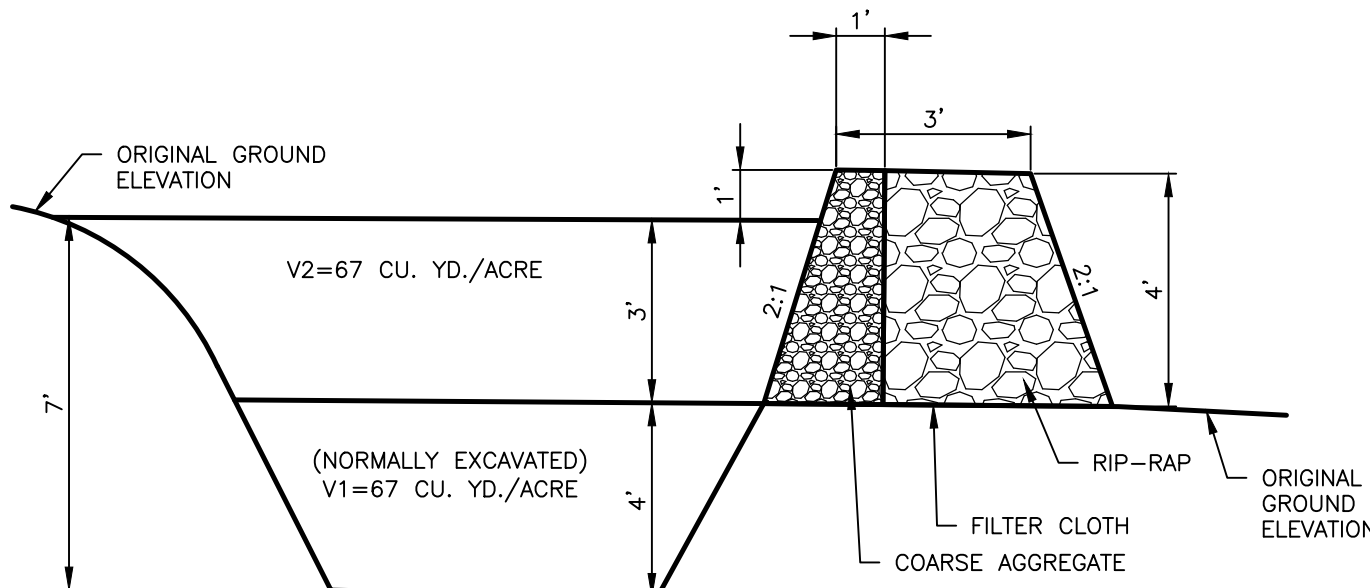


PLAN VIEW

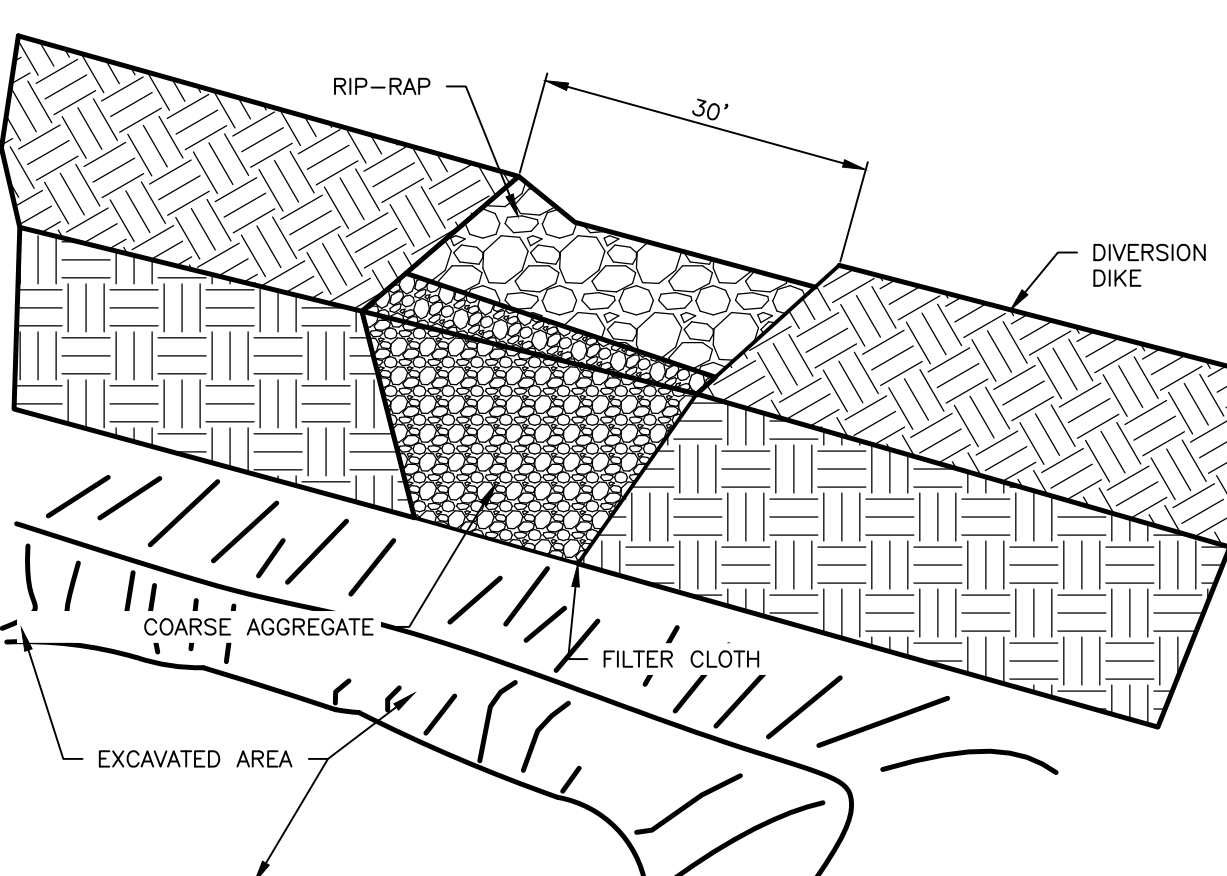
- STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
- THICKNESS - NOT LESS THAN SIX (6) INCHES.
- WIDTH - TWENTY (20) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
- FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE. FILTER WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT. FILTER CLOTH SHALL BE AMOCO #508, CONTEXT C-70MM, MPM# 160N OR APPROVED SUBSTITUTE MEETING ASHTO M288, CLASS 2, AOS #70 - #100 REQUIREMENTS.
- SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 3:1V SLOPES WILL BE PERMITTED.
- MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
- WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

CONSTRUCTION ACCESS ROAD DETAIL

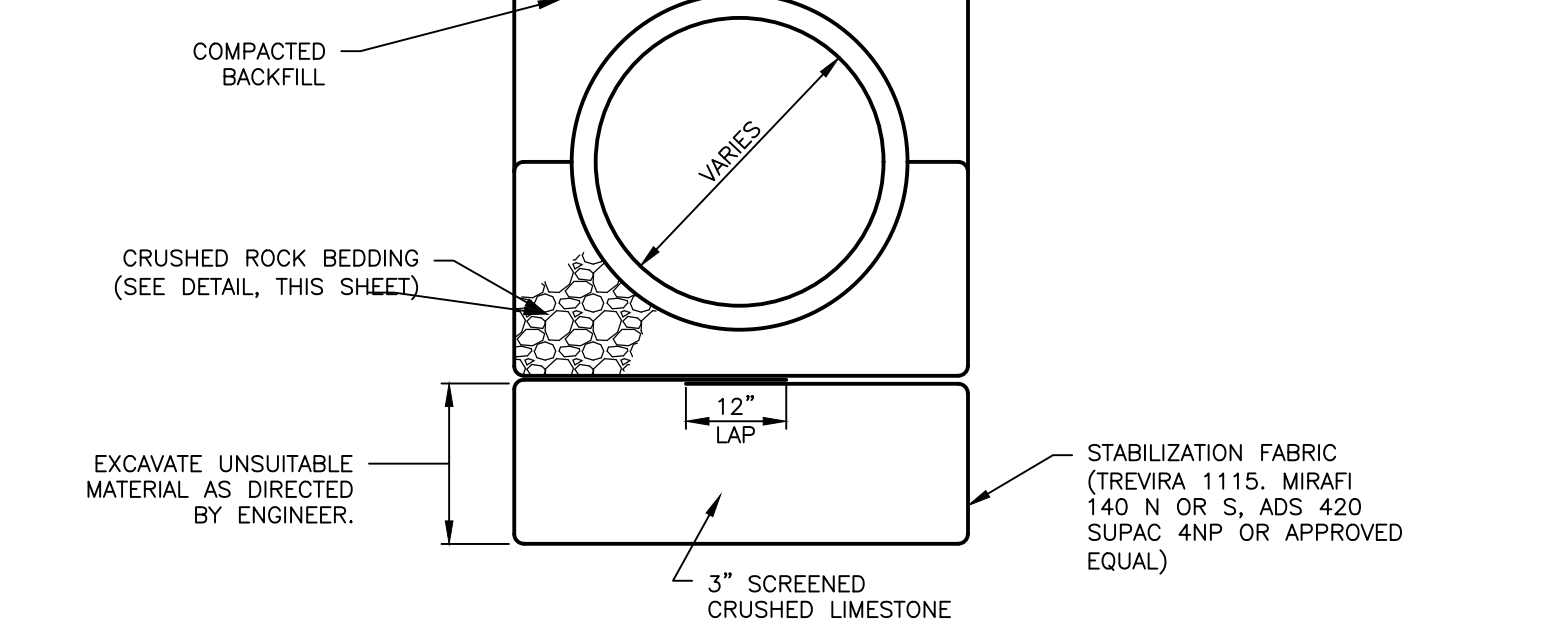
NO SCALE



CROSS SECTION OF OUTLET DETAIL
OMAHA REGIONAL STORMWATER SEDIMENT TRAP FIGURE 9.5.15-1A
NO SCALE



TEMPORARY SEDIMENT TRAP OUTLET DETAIL(PERSPECTIVE VIEW)
OMAHA REGIONAL STORMWATER SEDIMENT TRAP FIGURE 9.5.15-1A
NO SCALE



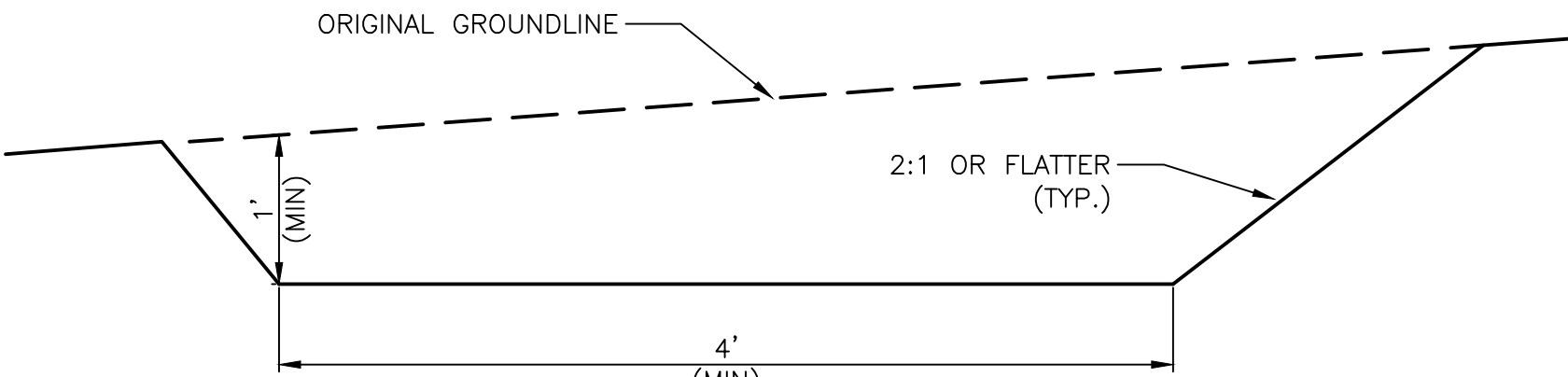
NOTES:

- CRUSHED ROCK FOR TRENCH STABILIZATION SHALL CONFORM TO THE REQUIREMENTS OF SECTION 700 OF THE PROJECT SPECIFICATIONS EXCEPT THAT THE GRADATION SHALL BE AS FOLLOWS:

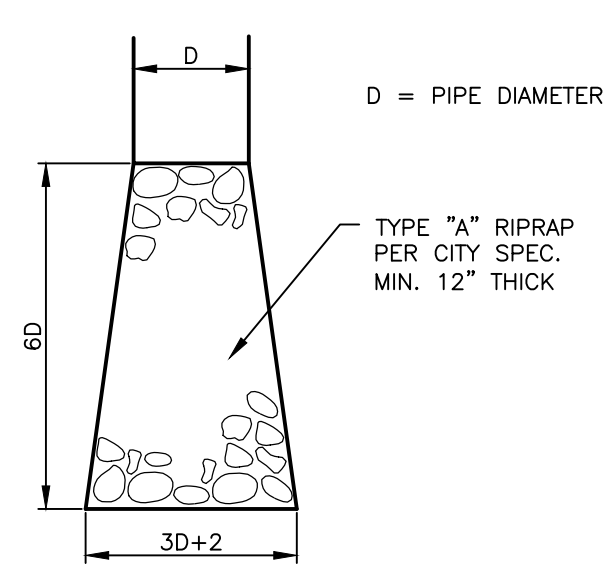
SIEVE SIZE	PERCENTAGE PASSING
2 1/2 INCH	90-100
2 INCH	35-70
1 1/2 INCH	0-15
3/4 INCH	0-5

STORM SEWER TRENCH STABILIZATION DETAIL

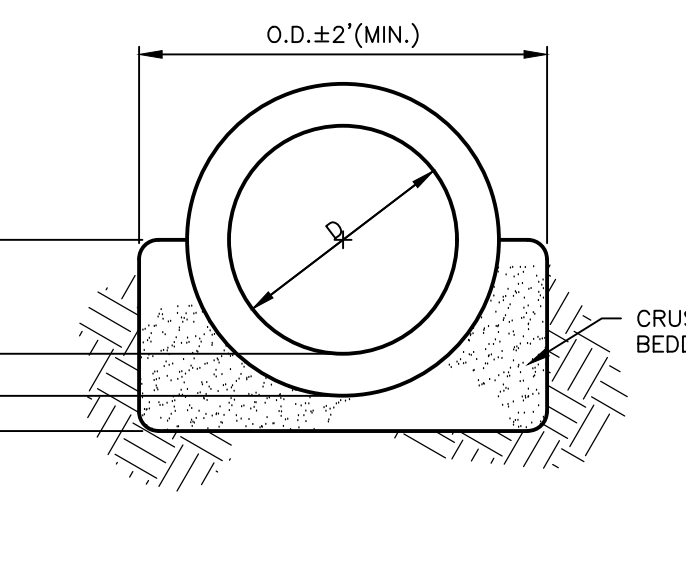
NO SCALE



INTERCEPTOR SWALE DETAIL
NO SCALE



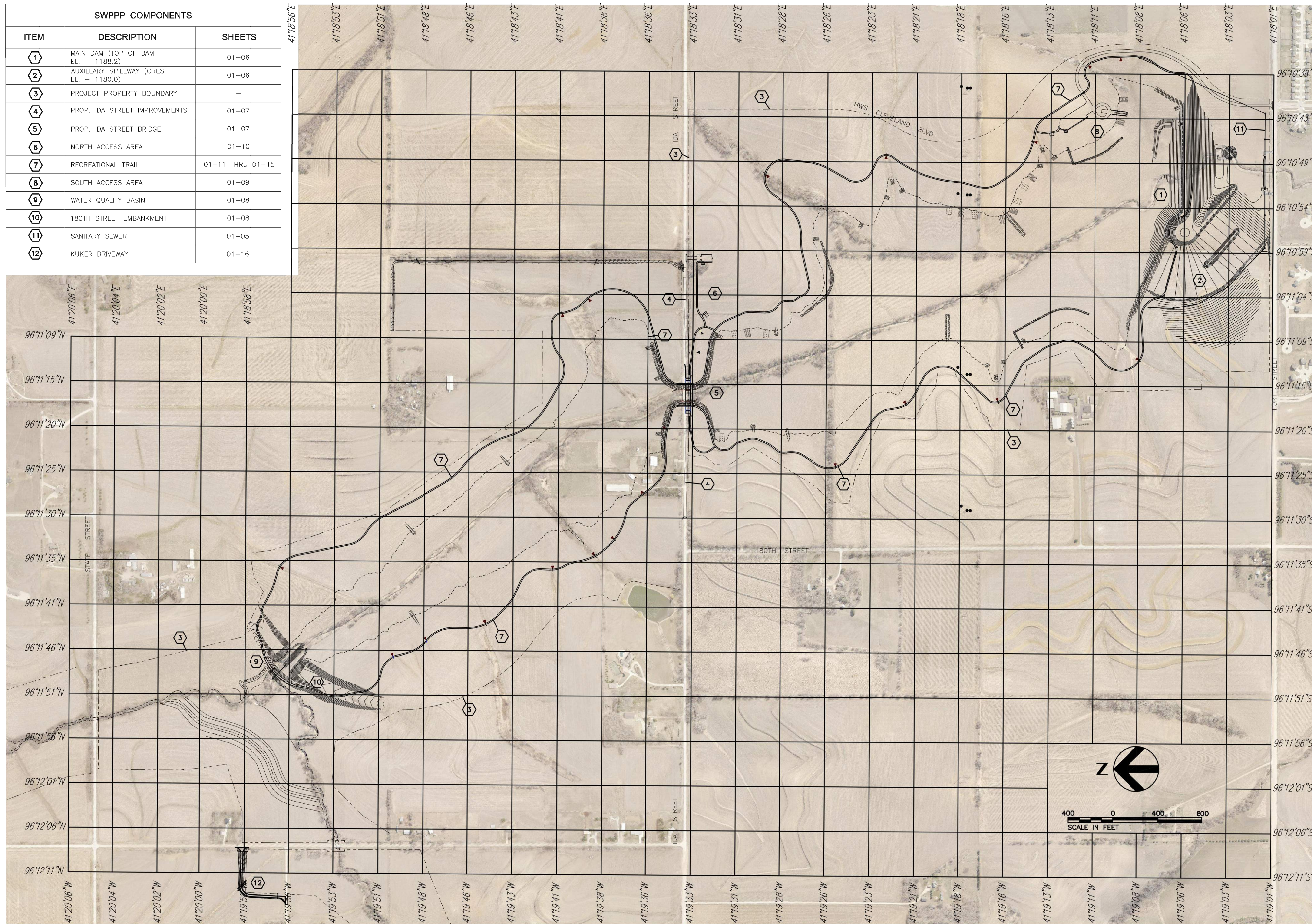
RIPRAP APRON PLAN
NO SCALE

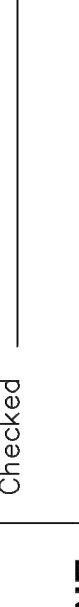



R.C.P. STORM SEWER BEDDING DETAIL
NO SCALE

FOR INFORMATIONAL PURPOSES ONLY

SWPPP COMPONENTS		
ITEM	DESCRIPTION	SHEETS
①	MAIN DAM (TOP OF DAM EL. — 1188.2)	01—06
②	AUXILIARY SPILLWAY (CREST EL. — 1180.0)	01—06
③	PROJECT PROPERTY BOUNDARY	—
④	PROP. IDA STREET IMPROVEMENTS	01—07
⑤	PROP. IDA STREET BRIDGE	01—07
⑥	NORTH ACCESS AREA	01—10
⑦	RECREATIONAL TRAIL	01—11 THRU 01—15
⑧	SOUTH ACCESS AREA	01—09
⑨	WATER QUALITY BASIN	01—08
⑩	180TH STREET EMBANKMENT	01—08
⑪	SANITARY SEWER	01—05
⑫	KUKER DRIVEWAY	01—16



<p>PAPIO - MISSOURI RIVER NATURAL RESOURCES DISTRICT</p>  <p>CAD file: 01G001.dwg</p> <p>Drawing No: 01G001</p>	 <p>HDR Engineering, Inc.</p>		<p>SWPPP OVERALL SITE PLAN</p>		<p>Designed</p> <p>Drawn</p> <p>Checked</p> <p>Approved</p>	<p>TRM</p> <p>CFS</p> <p>JJE</p>	<p>Date 02-15</p> <p>02-15</p> <p>02-15</p>
			<p>DAM SITE 15A DAM & ASSOCIATED IMPROVEMENTS</p>				
			<p>DOUGLAS COUNTY, NE</p>				

PROJECT MANUAL



Pier 15, LLC

Pier 15 Grading, Section 1

Lamp Rynearson Job No. 0115104.01-016/316

Plan Date: November 3, 2016



**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

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NOTICE TO CONTRACTORS

Sealed Bids will be received by PIER 15, LLC at the office of LAMP, RYNEARSON & ASSOCIATES, INC. (ENGINEER), 14710 WEST DODGE ROAD, SUITE 100, OMAHA, NEBRASKA, until 4:30 P.M., NOVEMBER 16, 2016, for furnishing all labor, tools, materials, and equipment required for the project designated as PIER 15 GRADING, SECTION 1, and all other work necessary or incidental thereto, as per plans and specifications on file at the office of said Engineer, at which time Bids will be opened and tabulated. The extent of the work involved and the materials to be bid upon are as follows:

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY	
1.	CLEARING AND GRUBBING GENERAL	1	LS
2.	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	9	EA
3.	REMOVE AND SALVAGE 24" FLARED END SECTION	2	EA
4.	REMOVE AND SALVAGE 30" FLARED END SECTION	2	EA
5.	REMOVE 24" FLARED END SECTION	2	EA
6.	REMOVE 30" FLARED END SECTION	3	EA
7.	REMOVE AND SALVAGE 24" C.S.P.	65	LF
8.	REMOVE AND SALVAGE 30" C.S.P.	155	LF
9.	REMOVE 30" C.S.P.	130	LF
10.	STRIP, STOCKPILE, AND RESPREAD TOPSOIL (ESTABLISHED QUANTITY)	11,430	CY
11.	EARTHWORK - EXCAVATION (ESTABLISHED QUANTITY)	165,700	CY
12.	COSNTRUCT 18" C.S.P.	235	LF
13.	CONSTRUCT SALVAGED 24" C.S.P.	65	LF
14.	CONSTRUCT 24" C.S.P.	25	LF
15.	CONSTRUCT SALVAGED 30" C.S.P.	155	LF
16.	CONSTRUCT SALVAGED 24" FLARED END SECTION	2	EA
17.	CONSTRUCT SALVAGED 30" FLARED END SECTION	2	EA
18.	CONSTRUCT 18" FLARED END SECTION	2	EA
19.	CONSTRUCT 24" C.S. VERTICAL PIPE BEND	1	EA
20.	CONSTRUCT 30" C.S. VERTICAL PIPE BEND	2	EA
21.	CONSTRUCT 18" PIPE BEDDING	235	LF
22.	CONSTRUCT 24" PIPE BEDDING	90	LF
23.	CONSTRUCT 30" PIPE BEDDING	155	LF
24.	CONSTRUCT SILT TRAP	1	LS
25.	CONSTRUCT ROCK RIP-RAP - TYPE "A"	20	TN
26.	CONSTRUCT INTERCEPTOR SWALE	2,200	LF
27.	CONSTRUCT ROCK ACCESS ROAD	120	TN
28.	CONSTRUCT SILT FENCE	3,240	LF
29.	CLEANOUT SILT FENCE	3,240	LF
30.	SEEDING - TYPE "TEMPORARY SEED MIX"	14	AC
31.	STRAW MULCH	14	AC
32.	ROLLED EROSION CONTROL MATTING - TYPE 2	1,000	SY

No bidder may withdraw his Bid for a period of THIRTY (30) days after the date set for the opening of bids.

The Owner reserves the right to reject any or all bids and to waive informalities.

Upon approval, the Owner will issue payment to the Contractor in the amount of 90% of the contracted value of the completed work as of the end of the preceding month, as recommended by the Engineer. Payment for the balance retained will be issued by the Owner upon completion of the work and approval thereof by the Owner's Engineer, City or Governmental approval when necessary, and acceptance by the Owner.

LAMP RYNEARSON

Brett J. Wawers, P.E.
Senior Vice President

Job Site: PIER 15 GRADING, SECTION 1
168 & FORT STREETS
0115104.01-016/316

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will not be refunded. be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below. A form outlining the qualification requirements will be furnished upon request. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualifications prior to award of the Contract.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in

Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
 - E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 — PRE-BID CONFERENCE

- 5.01 ~~A pre-Bid conference will be held at ____ [a.m.][p.m.] local time on ____ at ____.~~ Representatives of Owner and Engineer will be present to discuss the Project. ~~Bidders are [required] [encouraged] to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to~~

~~questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.~~

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ~~ten~~ five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The requirements of the Bidding Documents may be modified only by formal written Addenda, or, after the effective date of the Agreement, by a Work Change Directive or a Change Order as provided in Article 10 of the General Conditions.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 ~~A Bid must be accompanied by Bid security made payable to Owner in an amount of ___ percent of Bidder's maximum Bid price shown in the Notice to Contractors and in the form of a certified check, a cashier's check, or a Bid Bond (on EJCDC Form No. C-430 the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.~~
- 8.02 ~~The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.~~
- 8.03 ~~Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.~~

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitute or “or-equal” items may be subject to approval by reviewing governmental agencies. Approval of substitute or “or-equal” items after the effective date of the Agreement shall be in accordance with Section 6.05 of the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 ~~If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute,~~

The identity of any Subcontractors or Suppliers shall be listed on the Bid Form. Each Bidder must be prepared to submit, within five (5) days of Owner or Engineer’s request, written evidence, such as financial data, previous experience, present commitments and other such data for any Subcontractors or Suppliers. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, either, may before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. ~~Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder.~~ Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or Issuing Office.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

~~A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.~~

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

~~Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.~~

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted ~~with the Bid security, and the following documents:~~
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the ~~advertisement or invitation~~ Notice to Contractors to bid and shall be enclosed in a plainly marked ~~opaque sealed~~ package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by ~~in a separate opaque sealed envelope the Bid security and other required documents.~~ If a Bid is sent by mail or other delivery system, the ~~opaque sealed envelope~~ containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." ~~A mailed Bid shall be addressed to _____. Bids submitted by mail or delivery service must be received at the place and before the time indicated on the Notice to Contractors regardless of the post stamp time or date.~~

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 ~~If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.~~

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Notice to Contractors. ~~Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly.~~ An abstract of the

amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid ~~and return the Bid security~~ prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the

Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 — SALES AND USE TAXES

- 22.01 ~~Owner is exempt from _____ state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. _____). Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.~~

ARTICLE 23 — RETAINAGE

- 23.01 ~~Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.~~

ARTICLE 24 — CONTRACTS TO BE ASSIGNED

- 24.01 ~~Owner as "Buyer" [has executed] [will execute] a contract with _____ as "Seller" for the procurement of goods and special services for _____. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "Seller," who will become a Supplier to Contractor.~~
- 24.02 ~~Bidders may examine the contract documents used by the Owner for the procurement of goods and special services for _____ at _____.~~

ARTICLE 25 — PARTNERING

- 25.01 ~~Owner intends to participate in a partnering process with Contractor. The process is intended to help develop better and more effective communication and mutual understanding of common goals. The objectives of the process will be to achieve effective and efficient performance of the Work and completion of the Work within the Contract Price and Contract Times, all in accordance with the Contract Documents.~~
- 25.02 ~~Participation in the partnering process will be voluntary. To initiate the process, within _____ days after the Notice to Proceed the key personnel of Owner, Engineer, Contractor, and Contractor's major Subcontractors will be invited to attend a one-day seminar followed by a one-day team building workshop to develop a partnering statement. The seminar and the workshop will be conducted by a neutral facilitator at a time and location agreed to by Owner and Contractor in the general vicinity of the Site.~~
- 25.03 ~~The facilitator will be selected by Owner, subject to approval by Contractor. Costs of the facilitator and facilities for the initial seminar and workshop will be paid by Owner. Thereafter, all facilitator-related and facilities costs will be shared equally by Owner and Contractor with no change in the Contract Price. Each party will pay all costs associated with the participation of its own personnel.~~
- 25.04 ~~It is intended that the initial seminar and workshop sessions be followed by periodic half-day evaluation sessions approximately every 90 days as agreed to by Owner and Contractor.~~
- 25.05 ~~A primary objective of the partnering process is to maximize the potential for resolution of disputes in a timely and non-adversarial manner. The use of alternative dispute resolution (ADR) methods will be encouraged in order to promote and maintain amicable working~~

~~relationships among the parties. In the event that ADR procedures are unsuccessful, the dispute resolution provisions set forth in the Contract Documents will be employed.~~

- 25.06 ~~These provisions express the intent and spirit of the partnering process, and nothing stated herein or in the partnering statement shall change in any way the rights, responsibilities, and obligations of the parties as set forth in the Contract Documents. The partnering statement will not be a part of the Contract Documents and will not modify any defense, claim, obligation, or right that otherwise exists.~~

ARTICLE 26 – EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND MBE UTILIZATION

- 26.01 EEO and MBE provisions must be followed where contracts are \$10,000 or greater. In all such cases, the contractors must comply with Executive Order 11246 and engage in affirmative action directed at promoting and ensuring EEO in the work force under the contract pursuant to requirements of the Department of Labor.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

PIER 15, LLC
c/o Lamp, Ryneerson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, NE 68154-2027

PIER 15 GRADING, SECTION 1
168 & FORT STREETS
0115104.01-016/316

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, ~~including without limitation those dealing with the disposition of Bid security.~~ This Bid will remain subject to acceptance for ~~60~~ 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in

- the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
1.	CLEARING AND GRUBBING GENERAL	1	LS		
2.	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	9	EA		
3.	REMOVE AND SALVAGE 24" FLARED END SECTION	2	EA		
4.	REMOVE AND SALVAGE 30" FLARED END SECTION	2	EA		
5.	REMOVE 24" FLARED END SECTION	2	EA		
6.	REMOVE 30" FLARED END SECTION	3	EA		
7.	REMOVE AND SALVAGE 24" C.S.P.	65	LF		
8.	REMOVE AND SALVAGE 30" C.S.P.	155	LF		
9.	REMOVE 30" C.S.P.	130	LF		
10.	STRIP, STOCKPILE, AND RESPREAD TOPSOIL (ESTABLISHED QUANTITY)	11,430	CY		
11.	EARTHWORK - EXCAVATION (ESTABLISHED QUANTITY)	165,700	CY		
12.	COSNTRUCT 18" C.S.P.	235	LF		
13.	CONSTRUCT SALVAGED 24" C.S.P.	65	LF		
14.	CONSTRUCT 24" C.S.P.	25	LF		
15.	CONSTRUCT SALVAGED 30" C.S.P.	155	LF		
16.	CONSTRUCT SALVAGED 24" FLARED END SECTION	2	EA		
17.	CONSTRUCT SALVAGED 30" FLARED END SECTION	2	EA		
18.	CONSTRUCT 18" FLARED END SECTION	2	EA		
19.	CONSTRUCT 24" C.S. VERTICAL PIPE BEND	1	EA		
20.	CONSTRUCT 30" C.S. VERTICAL PIPE BEND	2	EA		
21.	CONSTRUCT 18" PIPE BEDDING	235	LF		
22.	CONSTRUCT 24" PIPE BEDDING	90	LF		
23.	CONSTRUCT 30" PIPE BEDDING	155	LF		
24.	CONSTRUCT SILT TRAP	1	LS		
25.	CONSTRUCT ROCK RIP-RAP - TYPE "A"	20	TN		
26.	CONSTRUCT INTERCEPTOR SWALE	2,200	LF		
27.	CONSTRUCT ROCK ACCESS ROAD	120	TN		
28.	CONSTRUCT SILT FENCE	3,240	LF		
29.	CLEANOUT SILT FENCE	3,240	LF		
30.	SEEDING - TYPE "TEMPORARY SEED MIX"	14	AC		
31.	STRAW MULCH	14	AC		
32.	ROLLED EROSION CONTROL MATTING - TYPE 2	1,000	SY		
	TOTAL BID AMOUNT				

TOTAL OF ALL ESTIMATED PRICES

(use words and figures)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 30 ~~calendar~~ working days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, ~~and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within ___ calendar days after the date when the Contract Times commence to run.~~

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. ~~Required Bid security in the form of~~

B. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this bid.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 _____ If awarded the Contract, our surety company will be

of _____

(Name and Address of Local Representative)

9.02 LIST OF SUBCONTRACTORS AND SUPPLIERS TO BE USED.

<u>Name of Subcontractor or Supplier</u>	<u>Item</u>
_____	_____
_____	_____
_____	_____

9.03 This Bid is submitted by:
If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____
(Signature of Corporation Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

Date of Authorization to do business in NEBRASKA is / / .

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Phone and FAX Number, and Address for receipt of official communications.

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. ____ (If applicable)

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between PIER 15, LLC (Owner)

and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. The work described in these SPECIFICATIONS shall consist of the construction of Grading and all related appurtenances as shown on the DRAWINGS and as described herein.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

PIER 15 GRADING, SECTION 1

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Lamp, Ryneerson & Associates, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 30 working days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, ~~and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within days after the date when the Contract Times commence to run.~~

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each calendar day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. ~~After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$___ for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.~~

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
1.	CLEARING AND GRUBBING GENERAL	1	LS		
2.	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	9	EA		
3.	REMOVE AND SALVAGE 24" FLARED END SECTION	2	EA		
4.	REMOVE AND SALVAGE 30" FLARED END SECTION	2	EA		
5.	REMOVE 24" FLARED END SECTION	2	EA		
6.	REMOVE 30" FLARED END SECTION	3	EA		
7.	REMOVE AND SALVAGE 24" C.S.P.	65	LF		
8.	REMOVE AND SALVAGE 30" C.S.P.	155	LF		
9.	REMOVE 30" C.S.P.	130	LF		
10.	STRIP, STOCKPILE, AND RESPREAD TOPSOIL (ESTABLISHED QUANTITY)	11,430	CY		
11.	EARTHWORK - EXCAVATION (ESTABLISHED QUANTITY)	165,700	CY		
12.	COSNTRUCT 18" C.S.P.	235	LF		
13.	CONSTRUCT SALVAGED 24" C.S.P.	65	LF		
14.	CONSTRUCT 24" C.S.P.	25	LF		
15.	CONSTRUCT SALVAGED 30" C.S.P.	155	LF		
16.	CONSTRUCT SALVAGED 24" FLARED END SECTION	2	EA		
17.	CONSTRUCT SALVAGED 30" FLARED END SECTION	2	EA		
18.	CONSTRUCT 18" FLARED END SECTION	2	EA		
19.	CONSTRUCT 24" C.S. VERTICAL PIPE BEND	1	EA		
20.	CONSTRUCT 30" C.S. VERTICAL PIPE BEND	2	EA		
21.	CONSTRUCT 18" PIPE BEDDING	235	LF		

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
22.	CONSTRUCT 24" PIPE BEDDING	90	LF		
23.	CONSTRUCT 30" PIPE BEDDING	155	LF		
24.	CONSTRUCT SILT TRAP	1	LS		
25.	CONSTRUCT ROCK RIP-RAP - TYPE "A"	20	TN		
26.	CONSTRUCT INTERCEPTOR SWALE	2,200	LF		
27.	CONSTRUCT ROCK ACCESS ROAD	120	TN		
28.	CONSTRUCT SILT FENCE	3,240	LF		
29.	CLEANOUT SILT FENCE	3,240	LF		
30.	SEEDING - TYPE "TEMPORARY SEED MIX"	14	AC		
31.	STRAW MULCH	14	AC		
32.	ROLLED EROSION CONTROL MATTING - TYPE 2	1,000	SY		
	TOTAL CONTRACT AMOUNT				

TOTAL OF ALL CONTRACT PRICES

(use words and figures)

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Each month Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. on or about the ___ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. ~~All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.~~
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. ~~90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. ~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07. Before payment of the final five (5) percent of the Contract Price, the Contractor shall furnish a written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payment due of contributions and interest which may have arisen under this Contract have been paid by the Contractor, or his Subcontractor(s), to the State of Nebraska Unemployment Compensation fund.

ARTICLE 7 – INTEREST

~~7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of _____ percent per annum.~~

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06.A of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A1 to A-8, inclusive).
 - ~~2. Performance bond (pages PB-1 to PB-, inclusive).~~
 - ~~3. Payment bond (pages B- to B-, inclusive).~~
 - 2. Performance, Payment and other Bonds (pages CB-1 to CB-3, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
 - 3. General Conditions (pages 1 to 46, inclusive).
 - 4. Supplementary Conditions (pages SC-1 to SC-15, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual, which are not attached to this Agreement.
 - 6. Drawings consisting of ____ sheets with each sheet bearing the following general title: ____.

Drawings dated NOVEMBER 3, 2016, and numbered 1 through 7, inclusive with each sheet bearing the following general title:

PIER 15 GRADING, SECTION 1

7. Addenda (numbers ___ to ___, inclusive) which are not attached to this Agreement.
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages B-1 to B-7, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).
 - c. Certificate of Assessment (page CA-1).
 - d. Certification of Non-Segregated Facilities (pages NSF-1 to NSF-2, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ___ to ___, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. In accordance with the provisions of Legislative Bill 126 of the Seventy-Third Session of the Legislature of Nebraska (1963) and amendments, if any, the CONTRACTOR shall furnish a certified statement to be attached to the Agreement that all equipment to be used on this project, except that acquired since the assessment date, has been assessed for taxation for the current year giving the county where assessed.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. Counterparts have been delivered to Owner, Engineer and Contractor. All portions of the Contract Documents have been signed, initialed or have been identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

PIER 15, LLC

By: _____

By: _____

Title: _____

Title: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

B O N D

KNOW ALL MEN BY THESE PRESENTS: That _____,
 as Principal, and, _____
 as Surety, are held and firmly bound unto _____,
 hereinafter referred to as "Owner", JOINTLY AND SEVERALLY, IN THE PENAL SUM OF
 _____ Dollars (\$_____) for the payment of which well and truly
 to be made we do hereby jointly and severally bind ourselves, our heirs, executors, administrator,
 personal representatives, successors, and assigns.

WHEREAS, the aforesaid Principal is about to enter, or has entered,
 into a contract with _____, whereby said Principal agrees to construct
 _____,
 hereinafter referred to as "construction work".

NOW, THEREFORE, IN CONSIDERATION of being permitted by the Owner to perform said
 construction work, said Principal does hereby agree as follows:

1. To well and faithfully perform all of Principal's obligations regarding and pertaining to said construction work.
2. To comply with the Plans and Specifications pertaining to said construction work and with all requirements and conditions provided by law and by the Engineer for the Owner concerned with or affected by the performance and execution of said construction work, and to comply with and faithfully observe and obey all applicable Rules, Regulations, and Ordinances now or hereafter existing relating to the performance of said construction work, and any work done pertaining thereto.
3. At all times during the progress of the work, to personally be at said construction or to have a representative authorized in writing there to take orders and act in the Principal's place.
4. During the period of guaranty, to promptly attend to repairs and maintenance.
5. While this bond is in effect, to maintain an office in _____, where orders, directions, or requirements may be sent to or served upon Principal.
6. To observe all laws and ordinances relating to obstructing streets, maintaining signals, keeping open passageways, protecting the same where exposed, and pertaining to those engaged in the performance of such construction work.
7. To fully protect, indemnify, and save harmless the Owner, its officials and trustees, and their successor from all expenses, costs, claims, demands, suits, judgments, exactions, executions, and liabilities of every name and description for or on account of any injuries or damages received or sustained by any party or parties in any way connected with, relating to, or growing out of the aforesaid construction work and any work pertaining thereto, or on account of any acts, negligence, or failure of the Principal hereunder or any of Principal's direction or in consequence of any negligence in building the same or any

improper materials used in said construction work or any work pertaining thereto, or on account of any claims of damage for infringement of any patent in fulfilling the obligations of the Principal.

8. To furnish and provide all material and work of the highest quality which is to be satisfactory to the Owner and the Owner's Engineer, and the same shall have the right: to inspect all materials and their preparations at all times for which Principal shall furnish all necessary facilities for any such examination and inspection; and to take samples of paving and sewer materials or any other materials from the line of work for testing purposes whenever deemed advisable or necessary.

9. To place all materials for said construction work on the streets and in the ground in such manner as not to impede traffic.

10. To remove all remnants and waste upon completion of the construction work; and anything left upon the street more than ten days after completion of the work may, at the option of the Owner or Owner's Engineer, be taken or removed at the Principal's expense, which shall be promptly paid by Principal.

11. To perform, without expense to the Owner, any additional work not specified in the aforesaid contract which may be fairly implied as included therein which the Owner, acting through its Engineer, shall judge to be implied as included in said construction work.

12. Upon being so directed by the Engineer, to remove or to reconstruct, or to make good, at the Principal's own cost, any work which the Owner or its Engineer shall decide to be defective. Any omission to condemn any work at the time of its construction shall not be construed as an acceptance of any defective work by the Owner or its Engineer, and Principal shall correct any imperfect work whenever discovered within the guarantee period. Failure or neglect on the part of the Engineer or of the Owner to condemn inferior work or material at the time it is being supplied or done shall not be construed to imply an acceptance of the work by the Owner or for it. At any time prior to the expiration of the guarantee period hereinafter stated, the Owner or its Engineer may order the Principal to remove any improper material which has been furnished or inferior work which has been done, and to require that suitable material be supplied and proper work done in lieu thereof by the Principal without expense to the Owner, and the Principal shall promptly do so.

13. To protect line and grade stakes, and to be held responsible for any defective work occasioned by failure or negligence to do so.

14. The Owner and its Engineer shall have the right to make alterations in the line, grade, plan, form, or dimensions of any work herein contemplated either before or after the commencement of the work without costs or expenses being placed upon the Owner, its Engineer, or any of their employees, and Principal shall conform therewith.

15. To maintain in continuous good condition, satisfactory to the Owner and its Engineer, any and all work constructed by Principal under the aforesaid construction for a period of TWO (2) YEARS from and after the aforesaid acceptance by the said Owner or its Engineer.

16. To pay or cause to be paid as and when due all contributions and interest to the Unemployment Compensation Fund of the State of Nebraska from Principal or any Contractor or Subcontractor because of or in any way arising out of said construction work; and to fully protect, indemnify, and save harmless, the Owner and its Engineer from any and all payments of contributions, interest, or penalties, due or to become due to the Unemployment Compensation Fund of Nebraska from Principal or any Contractor or Subcontractor because of or in any way arising out of said construction work.

17. If at any time within the period of the guarantee any of the aforesaid work shall, in the judgment of the Owner and its Engineer require repair, resurfacing or reconstruction, said Engineer shall notify the Principal to make the required repairs or to do the required work, and if said Principal shall neglect to proceed therewith within five (5) days from the date of service of such notice upon the Principal, then the Owner shall have the right to cause such repairs or reconstruction or resurfacing to be made in such manner as said Owner, acting through its Engineer, shall deem appropriate, and the whole cost thereof, both labor and materials, shall be paid by the Principal and the Principal's Surety or either of them.

18. At the expiration of the aforesaid period of guarantee applicable to any of said work done or caused to be done by Principal, the Principal and the Surety shall be released, provided that said work is in good and proper condition at the expiration of said period of guarantee, and provided, further, that it shall be the duty of the Principal to notify the Owner's Engineer in writing, within thirty (30) days prior to the expiration of the guarantee period to inspect the aforesaid work, and unless the Principal shall furnish such notice, the obligation to maintain all of the aforesaid work in proper condition shall continue in force and effect upon said Principal and Principal's Surety until such notice by the Principal shall have been furnished the final certificate as to good and proper condition of all of the aforesaid work shall have been duly issued by the Owner's Engineer.

19. To make payment in full for the material used, for all laborers and mechanics for labor that shall be performed upon all of the aforesaid work, and for material and equipment which is actually used or rented for the construction work or in the performance of the Contract.

20. To furnish to said Owner a photostatic copy of any applicable contract or an executed duplicate original thereof, and such other instruments or documents pertaining to said construction work as it may require.

21. No payment by Principal or Surety under the provisions of this Bond shall be made other than to the Owner or to any *obligee named in line 5 of the first paragraph on page one hereof without prior approval by the Owner in writing.

22. Principal and Surety are jointly and severally liable under the provisions hereof, and action against either or both may proceed without prior action against the other, and both may be joined in one action.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and faithfully perform all of the Principal's obligations as aforesaid, then these presents shall become void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands this _____ day of _____, 20____.

IN PRESENCE OF:

ADDRESS OF WITNESS

PRINCIPAL TITLE

CITY STATE

SURETY

RESIDENT AGENT

BY: _____
ATTORNEY IN FACT

STREET

CITY STATE

CERTIFICATE OF ASSESSMENT

The undersigned hereby certifies that all equipment to be used in the performance of the WORK covered by this Agreement, except that equipment acquired since the assessment date, has been assessed for taxation for the current year in _____ County, Nebraska.

CONTRACTOR: _____

BY: _____

[CORPORATE SEAL]

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

_____being first duly sworn deposes and says: I have read the foregoing certificate, know its contents, and the same are true.

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

My Commission expires _____

CONTRACTOR (NPDES) CERTIFICATION STATEMENT

I certify under penalty of law, that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) permit that authorized the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

SIGNED this _____ day of _____, 20____.

BY: _____
Legal Name of Contractor

Address

City State Zip

Telephone No. Fax No.

Authorized Officer (Signature) Title

CERTIFICATION OF NON-SEGREGATED FACILITIES

BY THE SUBMISSION OF THIS BID, I, THE BIDDER, OFFEROR, APPLICANT, OR SUBCONTRACTOR CERTIFY THAT I DO NOT MAINTAIN OR PROVIDE FOR MY EMPLOYEES ANY SEGREGATED FACILITIES AT ANY OF MY ESTABLISHMENTS AND THAT I DO NOT PERMIT MY EMPLOYEES TO PERFORM THEIR SERVICES AT ANY LOCATION, UNDER MY CONTROL, WHERE SEGREGATED FACILITIES ARE MAINTAINED. I CERTIFY FURTHER THAT I WILL NOT MAINTAIN OR PROVIDE FOR MY EMPLOYEES ANY SEGREGATED FACILITIES AT ANY OF MY ESTABLISHMENTS, AND THAT I WILL NOT PERMIT MY EMPLOYEES TO PERFORM THEIR SERVICE, AT ANY LOCATION UNDER MY CONTROL, WHERE SEGREGATED FACILITIES ARE MAINTAINED. I, THE BIDDER, OFFEROR, APPLICANT, OR SUBCONTRACTOR AGREE 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 AREAS, 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, AGE, SEX, OR NATIONAL ORIGIN, BECAUSE OF HABIT, LOCAL CUSTOM, OR OTHERWISE. I FURTHER AGREE THAT (EXCEPT WHERE I HAVE OBTAINED IDENTICAL CERTIFICATION FROM PROPOSED SUBCONTRACTORS FOR SPECIFIC TIME PERIODS) I 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; THAT I WILL RETAIN SUCH CERTIFICATIONS IN MY FILES; AND THAT I WILL FORWARD THE FOLLOWING NOTICE TO SUCH PROPOSED SUBCONTRACTORS.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.

A CERTIFICATION OF NON-SEGREGATED FACILITIES MUST BE SUBMITTED PRIOR TO THE AWARD OF A SUBCONTRACT EXCEEDING \$10,000.00 WHICH IS NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE. THE CERTIFICATION MAY BE SUBMITTED EITHER FOR EACH SUBCONTRACT OR FOR ALL SUBCONTRACTS DURING A PERIOD (I.E., QUARTERLY, SEMIANNUALLY, OR ANNUALLY).

CONTRACTOR:_____

SUBCONTRACTOR:_____

By:_____

BY:_____

NOTE: THE PENALTY FOR MAKING FALSE STATEMENT IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

*SUBCONTRACTORS EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE ARE THOSE IN WHICH THE SUBCONTRACT WORK FORCE DOES NOT EXCEED 50 EMPLOYEES (EXCEPT WHERE THE PROPOSED SUBCONTRACTORS HAVE SUBMITTED IDENTICAL CERTIFICATIONS FOR SPECIFIC TIME PERIODS).

NOTE: THE SUCCESSFUL BIDDER AND EACH OF HIS SUBCONTRACTORS WILL BE REQUIRED TO SIGN A FORM, LIKE THE ABOVE, PRIOR TO AWARD OF CONTRACT. IF MULTIPLE SUBCONTRACTORS ARE INVOLVED, A SEPARATE PAGE MAY BE ATTACHED FOR SIGNATURES BY ADDITIONAL SUBCONTRACTORS.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
 14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
 15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
 16. *Cost of the Work*—See Paragraph 11.01 for definition.
 17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. ~~*General Requirements*—Sections of Division 1 of the Specifications.~~ * See SC-1.01.A.21.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. * See SC-1.01.A.52.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or

authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- ~~B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5. * See SC-2.01.B.~~

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- ~~A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. * SEE SC-2.03.A~~

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's ~~approval~~ review of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
* See SC-3.04.B.2
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer. * SEE SC-3.05.A.3.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party. * SEE SC-3.06.B.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator. * SEE SC-3.06.D., SC-3.06.E. & SC-3.06.F.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract

Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information. * SEE SC-4.02.C., SC-4.02.D. & 4.02.E.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. *Not Shown or Indicated:*
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel. * SEE SC-4.05.A., SC-4.05.B., SC-4.05C. & SC-4.05.D.~~

4.06 *Hazardous Environmental Condition at Site*

- A. ~~Reports and Drawings:~~ The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. ~~Limited Reliance by Contractor on Technical Data Authorized:~~ Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract

~~Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
 - ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
 - ~~3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information. * SEE SC-4.06.A. & SC-4.06.B.~~
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to

indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until two years ~~one year~~ after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. * SEE SC-5.01.A
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- ~~A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by~~

Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

- ~~1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;~~
- ~~2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;~~
- ~~3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;~~
- ~~4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - ~~a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or~~
 - ~~b. by any other person for any other reason;~~~~
- ~~5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and~~
- ~~6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.~~

~~B. The policies of insurance required by this Paragraph 5.04 shall:~~

- ~~1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;~~
- ~~2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;~~
- ~~3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;~~
- ~~4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);~~
- ~~5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and~~
- ~~6. include completed operations coverage:
 - ~~a. Such insurance shall remain in effect for two years after final payment.~~
 - ~~b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter. * SEE SC-5.04~~~~

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- ~~A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible~~

amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. ~~include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;~~
 2. ~~be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.~~
 3. ~~include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~
 4. ~~cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;~~
 5. ~~allow for partial utilization of the Work by Owner;~~
 6. ~~include testing and startup; and~~
 7. ~~be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued. * SEE SC-5.06.A.~~
- B. Owner shall, at Owner's option, purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee. * SEE SC-5.06.B.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled ~~or materially changed or renewal refused~~ until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07. * SEE SC-5.06.C.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. ~~If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner. * SEE SC-5.06.E.~~

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their

respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- ~~A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.~~
- ~~B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties. * SEE SC-5.08.A. & SC 5.08.B.~~

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- ~~A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly. * SEE SC-5.09.A~~

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent

by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy. * SEE SC-5.10.A

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. * SEE SC-6.02.A
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a ~~Saturday~~, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer. * SEE SC-6.02.B

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material

or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
 - C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and ~~an approved~~ a reviewed Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination. * SEE SC-6.05 & SC-6.05.C
 - D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. * SEE SC-6.06.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same. * SEE SC-6.06.H.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. ~~Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.~~ * SEE SC-6.08.A.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility

for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work. * SEE SC-6.13.C.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. * SEE SC-6.14.B.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review ~~and approval~~ in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review ~~and approval~~ of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review ~~and approval~~ of each such variation.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review ~~and approval~~ will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review ~~and approval~~ will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review ~~and approval~~ of a separate item as such will not indicate approval of the assembly in which the item functions.
 3. Engineer's review ~~and approval~~ shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof

incorporated in or accompanying the Shop Drawing or Sample. Engineer's review ~~and approval~~ shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review ~~and approval~~. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
* SEE SC-6.17, SC-6.17.F., SC-6.17.G., & SC-6.17.H.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review ~~and approval~~ of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner. * SEE SC-6.19

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount

or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
* SEE SC-6.20.D & SC-6.20.E

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review ~~and approval~~ of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review ~~and approval~~ of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1. * SEE SC-6.21.D
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents. * SEE SC-6.22

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable

provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions. * SEE SC-7.04

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions. * SEE SC-9.03.B.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. * SEE SC-9.08.E.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. ~~Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~ * SEE SC-11.01.A.5.c.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. ~~Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:~~
- ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
 - ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~

3. ~~Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease. * SEE SC-11.03.D., SC-11.03.E. & SC-11.03.F.~~

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to

such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents. * SEE SC-13.03.B.4
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to

Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work other than that identified in Section 13.04.A be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. * SEE SC-13.04.B
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within ~~one~~ two year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: * SEE SC-13.07.A.
 - 1. repair such defective land or areas; or

2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
 - C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
 - D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of ~~one~~ two year after such correction or removal and replacement has been satisfactorily completed. * SEE SC-13.07.D.
 - E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the

Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- ~~1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~
- ~~2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~
- ~~3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. * SEE SC-14.02.A~~

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.~~ * SEE SC-14.02.C

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A. * SEE SC-14.02.D.1.e.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have ~~seven~~ fourteen days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. * SEE SC-14.04.C
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. ~~Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. * SEE SC-14.06.A.~~

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. ~~Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor. * SEE SC-14.07.C~~

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted less retainage acceptable to Owner or required by law. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted

shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. * SEE SC-14.08.A

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled. * SEE SC-14.10. & SC-14.11.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's ~~persistent~~ failure to perform the Work for three consecutive days, unless approved by the Engineer, in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04). * SEE SC-15.02.A.1.
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) ~~seven~~ three days written notice of its intent to terminate the services of Contractor: * SEE SC-15.02.B.
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within ~~seven~~ three days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice. * SEE SC-15.02.D.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- ~~A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.~~
- ~~B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. * SEE SC-15.04.A. & SC-15.04.B.~~

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- ~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~
 - ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or~~

- ~~2. agrees with the other party to submit the Claim to another dispute resolution process; or~~
 - ~~3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction. *~~
- SEE SC-16.01.C. & SC-16.01.D.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01.A.21.

Delete Paragraph 1.01.A.21 in its entirety and insert the following in its place:

21. A section of the Special Conditions of the Specifications.

SC-1.01.A.52.

Add the following new paragraph immediately after Paragraph 1.01.A.51:

52. Working Day - Any day, except Sundays and legal holidays on which the Contractor is not prevented by weather, soil conditions, or other conditions beyond the Contractor's control, adverse to the current controlling operation or operations, as determined by the Engineer, from performing a minimum of 4 hours of work towards the completion of the contract.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01.B.

Delete Paragraph 2.01.B. in its entirety and insert the following in its place:

- B. *Evidence of Insurance*: When Contractor delivers executed Agreement and Bonds to Owner, Contractor shall also deliver to Owner, with copies to each additional insured, certificates (and other evidence of insurance requested by Owner or any additional insured) which Contractor is required to purchase and maintain in accordance with Paragraphs 5.04 and 5.06.

SC-2.03.A.

Delete Paragraph 2.03.A. in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. In no event will the Notice to Proceed be issued later than one year after the Bid opening.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.04.B.2.

In Paragraph 3.04.B.2 change the word "approval" to "review" in the following sentence:

2. Engineer's "review" of a Shop Drawing or Sample.

SC-3.05.A.3.

Add the following new paragraph immediately after Paragraph 3.05 A.2.:

3. Contractor and any Subcontractor or Supplier acknowledges Engineer's plans and specifications, including all documents on electronic media, as instruments of professional service. Contractor and any Subcontractor or Supplier shall not reuse or make or permit to be made any modifications to the plans, specifications or electronic media without the prior written authorization from Engineer. Contractor and any Subcontractor or Supplier agrees to waive any claim against Engineer arising for any unauthorized reuse or modification of the plans and specifications.

SC-3.06.B.

In Paragraph 3.06.B. change "60 days" to "ten days" and "60-day" to "ten day".

SC-3.06.D., SC 3.06.E. & SC-3.06.F.

Add the following new paragraphs immediately after Paragraph 3.05.C:

- D. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold Owner and Engineer harmless from any claims, losses, damages, liability, cost, awards or judgments, including reasonable attorney's fees and costs of defense, arising from use of the delivered electronic data items or any output generated from them. Under no circumstances shall delivery of the electronic file for use by the Contractor be deemed a sale by Owner or Engineer and the Owner and Engineer make no warranties, either express or implied, of the merchantability and fitness for any particular purpose. In no event shall the Owner or Engineer be liable for any loss of profit or any consequential damages.
- E. Contractor agrees that use of electronic data does not relieve the Contractor of its duty to fully comply with the Contract Documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate their work with that of other Contractors for the project.
- F. Contractor agrees to review the contents of the electronic files and compare the contents with the original paper plan sheets on file at the office of Engineer. If the electronic files are NOT in agreement with the paper plan sheets, Contractor agrees to notify Engineer in writing within 10 days of receiving the electronic files. If Engineer does not receive said written notification within 10 days, Contractor will be deemed to have accepted the electronic file as being in agreement with the paper plan sheets.

ARTICLE 4 - AVAILABILITY OF LANDS, SUBSURFACE AND PHYSICAL CONDITIONS: REFERENCE POINTS

SC-4.02.C, SC-4.02.D. & SC-4.02.E.

Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of explorations and tests of subsurface conditions at the Site:
 1. NONE
- D. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:
 1. NONE USED

- E. Copies of reports and drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents may be examined at the office of the Engineer during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of Drawings and Specifications.

Contractor is also required to visit the Site to become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed (see GC-4.03.C.2.b.).

SC-4.05.A.

Delete Paragraph 4.05.A. in its entirety and insert the following in its place:

- 4.05.A. Owner shall provide engineering surveys to establish reference points for construction and to establish lines and grades. Contractor shall protect and preserve the established reference points and line and grade stakes and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

SC-4.05.B., SC4.05.C. & SC-4.05.D.

Add Paragraphs 4.05.B., 4.05.C. & 4.05.D. in their entirety:

- 4.05.B. Should the Contractor, during the course of construction, damage or destroy any established property corners or reference points, such monuments shall be replaced by the Engineer at the Contractor's sole and exclusive expense. The costs for replacement of these monuments shall be deducted from Contractor's final payment. For replacement of section corners and other permanent monuments, the actual cost to the Owner of replacing such monuments will be deducted from the Contractor's final payment.
- 4.05.C. The deductions discussed above will be made regardless of whether the monument had to be replaced for construction of the improvements or not. The Contractor shall include the anticipated cost for replacement of monuments in the unit prices for other items.
- 4.05.D. Line and grade stakes shall be established by the Engineer one time. If the Contractor removes or destroys line and grade stakes before the prosecution of the work requires it, the costs for replacement of stakes shall be done at the sole and exclusive expense of the Contractor.

SC-4.06.A. and SC-4.06.B.

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- 4.06.A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- 4.06.B. Not Used.

ARTICLE 5 - BONDS AND INSURANCE

SC-5.01.A.

In the second sentence of Paragraph 5.01.A change the bond period from one to two years.

Add the following sentence to Paragraph 5.01.A:

It shall be the duty of the Contractor to notify the Engineer, in writing, within 30 days prior to the expiration of the guarantee period to inspect the work; and unless the Contractor shall furnish such notice, the obligation to maintain and repair the said improvements in proper condition shall continue in force until 30 days after such notice is sent by the Contractor to the Engineer or the Owner.

SC-5.04.

Delete Paragraph 5.04 in its entirety and insert the following:

- A. Contractor shall purchase and maintain insurance to protect Contractor and Owner against all hazards herein enumerated throughout duration of contract. Said insurance shall be by an insurance company approved by the insurance commissioner of Nebraska and shall maintain a minimum rating from AM Best of A- VII. All policies shall be in form and amounts and with companies satisfactory to Owner.

Contractor shall purchase and maintain such insurance as will protect Contractor from claims set forth below which may *arise out of* or result from Contractor's operations under contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under workers' compensation, disability benefit, and other similar employee benefit acts.
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employee.
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employee.
 4. Claims for damages insured by usual personal injury liability coverage.
 5. Claims for damages other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance, or use of any motor vehicle.
 7. Claims for bodily injury or property damage arising out of completed operations.
 8. Claims involving contractual liability insurance applicable to the Contractor's obligations under paragraphs 6.07, 6.11 and 6.20.
- B. LIMITS OF LIABILITY - Insurance required by Article 5, shall be written for not less than limits of liability specified or required by law, whichever is greater (wherever term "ISO" appears in these specifications, an equivalent form or better may be substituted):

1. Workers' Compensation – Statutory. Employers' Liability Insurance with minimum limits shown below

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit

2. Commercial General Liability Insurance, which shall be no less comprehensive and no more restrictive than coverage provided by a standard form Commercial General Liability Policy (ISO CG0001) with minimum limits shown below covering bodily injury, property damage and personal injury.

General Aggregate Limit	\$2,000,000
Products Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- a. Coverage shall be on an occurrence form and not claims made.
 - b. Coverage for all premises and operations. Policy shall be endorsed to provide the aggregate per project endorsement.
 - c. Personal and advertising injury.
 - d. Operations by independent contractors.
 - e. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.
 - f. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage)
 - g. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
 - h. Products and completed operations shall be maintained for duration of work, and shall be further maintained for a minimum period of 2 years after final acceptance and payment, unless modified in the Special Provisions.
 - i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
 - j. In lieu of including Owner as an additional insured on Contractor's commercial general liability insurance, Owner, at its option, may require Contractor to provide an Owner's protective liability policy by special provision, or may allow Contractor to provide an Owner's protective liability policy by change order. If an Owner's protective liability policy is provided, minimum coverage, limits and exclusions shall be as shown above, and Contractor's premium cost of obtaining such insurance shall be as shown above, and Contractor's premium cost of obtaining such insurance shall be considered incidental to work and shall not be subject to reimbursement by Owner.
 - k. Broad form blanket contractual liability to be included.
3. Automobile liability insurance, which shall be at least as broad as and no less restrictive than ISO form CA 0001, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Insurance must include contractual liability coverage. Policy shall provide auto cargo pollution endorsement (ISO CA 99 48, or equivalent), if requested in special provisions. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.
 4. Railroad protective liability, if required by Owner by special provision, or by an affected railroad, Contractor shall procure and maintain railroad protective liability insurance naming railroad as insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as railroad shall require. Original of said policy shall be furnished to railroad and a certified copy of said policy shall be furnished to Owner prior to any construction or entry upon railroad easement premises by Contractor.
 5. Umbrella/excess insurance: Limit of \$2,000,000 each occurrence and aggregate for contracts \$200,000 and under; or limit of \$5,000,000 each occurrence and aggregate for contracts over \$200,000.

C. OTHER

1. Additional insured endorsements:
 - a. Except for Workers' Compensation and Auto Liability, insurance specified shall name the parties listed in "c." as additional insured, including Completed Operations for 2 years, with respect to liability for bodily injury, property damage, or personal and advertising injury caused in whole or in part by Contractor's acts or omissions or the acts or omissions of those acting on your behalf.
 - b. General Liability additional insured shall be primary and non-contributory.
 - c. Additional Insured:
PIER 15, LLC
LAMP, RYNEARSON & ASSOCIATES, INC.
2. Waiver of subrogation in favor of Owner and Engineer on auto liability, general liability, workers compensation, and umbrella liability.
3. Certificate of Insurance
 - a. Before the contractor or any subcontractors shall be permitted to begin work, contractor shall provide Owner and each additional insured with a Certificate of Insurance issued on a standard ACORD certificate of insurance evidencing such insurance as will meet all insurance requirements stated in the insurance requirements of this contract. Contractor shall maintain all such insurance during the course of all ongoing work and including completed operations of such work. It is the contractor's sole responsibility to provide the Owner notice should any required insurance be cancelled, nonrenewed, materially changed or reduction of these required coverages. Failure of the contractor to provide all insurance required or to provide notice shall not relieve Contractor of its obligation under this contract.

D. CONTRACTOR'S INSURANCE FOR OTHER LOSSES

1. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by mechanics, any tools, machinery, equipment, or motor vehicles owned or rented by Contractor or Contractor's agents, subcontractors, suppliers of their employees, as well as to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges.
2. Contractor shall cause its insurance carrier providing physical damage insurance to Contractor, covering construction equipment, tools, temporary structures and supplies owned or used by Contractor, to provide a waiver of right of subrogation against Owner.

E. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE

1. Upon occurrence of any event, liability for which is herein assumed by Contractor, Contractor agrees to forthwith notify Owner in writing of such happening, which notice shall give details as to happening, cause as far as can be ascertained, estimate of loss or damage done, name of witnesses, if any, and stating amount of any claim.
2. In event Owner has or obtains actual knowledge of any event, liability for which is herein assumed by Contractor, Owner agrees to notify Contractor of such event with a reasonable period of time after acquiring knowledge thereof; provided, however, that Owner shall have no duty to inspect project to obtain knowledge of such events, and provided further that Owner's failure to so notify Contractor shall not relieve Contractor of any liability or obligation which is herein assumed by Contractor.

F. WAIVER OF SUBROGATION

Contractor waives all rights of recovery against Owner and Engineer for all workers compensation and liability coverages provided as required by insurance requirements of this contract.

SC-5.06.A.

Delete Paragraph 5.06.A. in its entirety and insert the following in its place:

- A. Contractor shall either purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof, or shall assume the risks associated with damages or losses that would be covered by such insurance. If Contractor has elected to self-insure and Owner determines, after contract award, that commercial Builder's-Risk insurance may be appropriate for the project, Contractor shall solicit quotes for the insurance. Based on the quotes, if Owner determines that Builder's Risk is appropriate, then Contractor shall purchase said insurance and Owner will pay the cost of the insurance by means of a Change Order to the Contract.
1. The Builders Risk and/or Installation Floater for Materials and Labor or the Contractor's self insurance shall:
 - a. Include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured;
 - b. Be written on a Builders Risk Special Causes of Loss policy form, including Earthquake, Earth Movement, and Flood, that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit.
 - c. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - d. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and
 - e. Allow for partial utilization of the Work by Owner;
 - f. Include testing and startup; and
 - g. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
2. Contractor shall be responsible for any deductible or self-insured retention.
3. The policies of insurance required to be purchased and maintained by contractor in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B.

Insert “, at Owner’s option,” after Owner shall in the first sentence.

SC-5.06.C.

Delete “or materially changed or renewal refused”.

SC-5.06.E.

Delete Paragraph 5.06.E. in its entirety.

SC-5.08.A & SC-5.08.B.

Delete Paragraphs 5.08.A. & 5.08.B. in their entirety and insert the following in their place:

5.08. *Receipt and Application of Insurance Proceeds*

- A. Owner and Contractor as trustees shall have power to adjust and settle any loss with the Insurers.

SC-5.09.A

Delete Paragraph 5.09.A in its entirety and insert the following in its place:

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 5.04 and 5.06 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner in accordance with Paragraph 2.05.C Contractor will provide to the Owner such additional information in respect of insurance provided by him as the Owner may reasonably request. Failure by Owner to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the Contractor as complying with the Contract Documents.

SC-5.10.A

Add the following language at the end of Paragraph 5.10.A:

The insurers providing the property insurance shall acknowledge in writing that they are aware of the Owner's necessity to occupy or use a portion of the insured work prior to Substantial Completion and trust such occupancy shall not affect any insurance as to property so occupied and used.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.02.A

Add the following language at the end of Paragraph 6.02.A:

Permission will not be granted for overtime work or for work on Sundays or legal holidays unless work is also being performed during regular working hours. Incompetent, incorrigible or otherwise unsuitable employees shall be dismissed from the project by the Contractor or his representatives when requested by the Engineer or Owner, and such persons shall not again be permitted to return to the work without written consent of the Engineer and Owner.

SC-6.02.B.

In Paragraph 6.02.B, delete "Saturday" from the second sentence.

SC-6.05.

Approval of substitute or "or-equal" items prior to the receipt of Bids shall be in accordance with Article 11 of the Instructions to Bidders.

SC-6.05.C.

In Paragraph 6.05.C, change reference to “approved Shop Drawing” to “reviewed Shop Drawing.”

SC-6.06.

Contractor shall identify all major Subcontractors and Suppliers on the Bid form.

SC-6.06.H.

Add the following new paragraph immediately after Paragraph 6.06.G:

- H. Owner or Engineer may furnish to any Subcontractor or Supplier to the extent practicable, information about amounts paid to Contractor on account of Work performed for CONTRACTOR by a particular Subcontractor or Supplier.

SC-6.08.A.

Delete the last sentence of Paragraph 6.08.A. in its entirety and insert the following in its place:

Unless otherwise noted in the Contract Documents, the Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

SC-6.13.C.

The owner's supplementary safety programs are listed below:

- none known

SC-6.14.B.

Add the following new paragraph immediately after Paragraph 6.14.A:

- B. It is understood and agreed that Engineer has no constructive use of the Project site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the general contractor and all subcontractors and suppliers. Notwithstanding the above, Engineer has a duty to preserve and protect public health, safety, and welfare. Accordingly, it is Engineer's professional responsibility to take what Engineer believes are prudent measures should Engineer encounter situations that engineer believes create a danger to public health, safety, or welfare. Contractor understands this situation and agrees to defend engineer and hold engineer harmless from claims arising from engineer's exercise of professional responsibility in this regard.

SC-6.17.

Delete all references to approval of Shop Drawings and samples by the Engineer in Paragraph 6.17.

SC-6.17, SC-6.17.F. & SC-6.17.G.

Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required review of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring review and Contractor shall reimburse Owner for Engineer's charges for such time.

- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor.
- H. Unless Engineer specifically requests that shop drawings be submitted for review, Engineer will not accept, review or transmit any shop drawing submittals not specifically requested.

SC-6.19.

Delete reference to approval of Shop Drawing and samples by the Engineer in Paragraph 6.19.

SC-6.20.D & SC-6.20.E.

Add the following new paragraphs immediately after Paragraph 6.20.C:

- D. The contractor agrees that the maximum liability to Contractor of the Engineer for the negligence, errors, or omissions of the Engineer shall not exceed \$100,000 or the Engineer's total fees for services rendered on this project, whichever is greater.
- E. Contractor shall not assign the whole or any part of the Agreement or any monies due or to become due hereunder without the prior written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under the Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any monies due or to become due the Contractor shall be subject to prior claims or liens of all persons, firms, corporations, or other entities for services rendered or materials supplies for the performance of the work called for in the Agreement.

SC-6.21.D.

Delete all references to approval of design calculations, design drawings, Shop Drawings and other submittals by the Engineer in Paragraph 6.21.D.

SC-6.22.

Add the following new paragraph immediately after Paragraph 6.21.

6.22 Request For Information

- A. The Contractor may, after exercising due diligence to locate required information, request from the Engineer clarification or interpretation of the requirements of the Contract Documents. The Engineer shall, with reasonable promptness, respond to such Contractors' requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Contractor shall be responsible to the Owner for all reasonable costs charged by the Engineer to the Owner for the Additional Services required to provide such information.

ARTICLE 7 - OTHER WORK

SC-7.04.

Add the following new paragraph immediately after Paragraph GC-7.03:

SC-7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy

the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03.B.

Add the following new paragraph immediately after Paragraphs 9.03.A:

- B. The duties, responsibilities and limitations of authority of the resident project representative shall be as detailed in document "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", which has been excerpted from Publication EJCDC E-500 Exhibit D. A copy of this document is included in the Appendix.

SC-9.08.E.

Add the following new paragraph immediately after Paragraphs 9.08.D.:

- E. The Contractor may, after exercising due diligence to locate required information, request from the Engineer clarification or interpretation of the requirements of the Contract Documents. The Engineer shall, with reasonable promptness, respond to such Contractors requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Contractor shall be responsible to the Owner for all reasonable costs charged by the Engineer to the Owner for the Additional Services required to provide such information.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES, UNIT PRICE WORK

SC-11.01.A.5.c

Delete Paragraph 11.01.A.5.c. in its entirety and insert the following in its place:

C. Construction Equipment and Machinery:

1. Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
2. Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the current edition of RS Means Construction Cost Data. An hourly rate will be computed by dividing the monthly rates by 176.

These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools, and as such will be excluded from the cost of work.

SC-11.03.D., SC-11.03.E. & SC-11.03.F.

Delete Paragraph 11.03.D in its entirety and insert the following in its place:

D. The Engineer reserves the right to alter the following:

1. Contract item quantities;
2. Construction details; or
3. Roadway, sewer, structure, or facility grade or alignment.

E. Alterations will not waive or invalidate any contract provisions.

F. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the Bid price of a particular item of Unit Price Work amounts to 10% percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% percent from the estimated quantity of such item indicated in the Agreement; and
2. If there is no corresponding adjustment with respect to any other item of Work; and if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03.B.4.

Add the following new paragraph immediately after Paragraph 13.03.B.3:

4. The Owner shall pay all costs for inspections, tests, and approvals meeting the specification requirements and not designated the Contractor's responsibility. These inspections, tests, or approvals shall be performed by the Engineer or by other organizations selected by the Owner. The costs of all inspections, tests, and approvals not meeting the specification requirements will be paid for by the Owner but will be deducted from the Contractor's final payment.

SC-13.04.B

Amend Paragraph 13.04.B to read as follows:

- B. If Engineer considers it necessary or advisable that covered Work other than that identified in Section 13.04.A be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observations, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.

SC-13.07.A. & SC-13.07.D.

In Paragraph 13.07.A and 13.07.D change "one year" to "two years".

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.

Delete Paragraphs 14.02.A.1, 14.02.A.2 and 14.02.A.3 in their entirety and insert the following in their place:

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Payment will be made only for material and equipment incorporated in the work on the date of the Application for Payment.

SC-14.02.C.

Delete Paragraph 14.02.C in its entirety and insert the following in its place:

C. Payment Becomes Due

1. Owner shall make payment (in the form of S.I.D. warrants, where applicable and subject to the provisions of paragraph 14.02.D), within thirty (30) days of presentation to it of the Application for Payment with Engineer's recommendation, to pay Contractor the amount recommended.

SC-14.02.D.1.e.

Add the following new paragraph immediately after Paragraph 14.02.D.1.d:

- e. Liability for liquidated damages has been incurred by Contractor.

SC-14.04.C.

In Paragraph 14.04.C change the word "seven" to "14" in the following sentence:

Owner shall have "14" days after receipt of the tentative certificate during which to make written objection to the Engineer as to any provisions of the certificate or attached list.

SC-14.06.A.

Delete Paragraph 14.06.A in its entirety and substitute the following in its place:

- A. The Contractor shall notify the Engineer when he has completed all work in accordance with the Contract Documents. He shall avail himself for an on-site inspection of the project with the Engineer. Any items found to be incomplete or improperly constructed shall be listed, and the Contractor shall take prompt action to correct such items. Upon completion of all such work, a final inspection will be scheduled to include the Contractor's representative, the Owner's representative, and the Engineer. Should the contractor fail to complete the items previously listed (thereby causing final inspection to be repeated), the cost of engineering or any other costs incurred by the Owner, due to such repeated inspections, shall be at the expense of the Contractor and will be deducted from the final contract amount.

SC-14.07.C.

Delete Paragraph 14.07.C. in its entirety and substitute the following in its place:

C. Payment Becomes Due

1. Thirty days after the presentation to the Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer will become due and, when due, will be paid by Owner to Contractor (in the form of S.I.D. warrants, where applicable).

SC-14.08.A.

In Paragraph 14.08.A insert less retainage acceptable to Owner, or required by law in the sentence:

If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted less retainage acceptable to Owner or required by law.

SC-14.10. and SC-14.11.

Add the following new paragraphs immediately after Paragraph 14.09.A.2:

- 14.10. The Owner will make progress payments to Contractor as indicated in the Agreement, only if satisfactory progress is being made. Upon approval and acceptance by the Owner, final payment of the balance to be due to Contractor, according to the terms of the Agreement, will be paid by Owner; provided however, that any state or federal laws which designate the manner of final payment shall be followed in lieu of the manner of final payment outlined herein.
- 14.11 Prior to final payment, the Contractor shall furnish to Owner a certified statement regarding payment to Workmen's Compensation and Unemployment as required by L.B. 126, enacted by the 73rd Session of the Nebraska State Legislature.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.02.A.1

Amend Paragraph 15.02.1. to read as follows:

1. Contractor's failure to perform the Work for three consecutive days, unless approved by the Engineer, in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04).

SC-15.02.B and SC-15.02.D

In Paragraphs 15.02.B and 15.02.D, change "seven days" to "three days."

SC-15.04.A. and SC-15.04.B.

Delete Paragraphs 15.04.A and 15.04.B in their entirety and insert the following in its place:

- A. If, through no act or fault of Contractor, the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay or issue warrants to pay Contractor any sum finally determined to be due, then Contractor may, upon 14 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay or issue warrants to pay Contractor any sum finally determined to be due, Contractor may 14 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including statutory interest thereon, if any. The provisions of this paragraph 15.04 are not intended to preclude Contractor from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01.C.

Delete Paragraph 16.01.C in its entirety and insert the following in its place:

- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02; or
 2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.01.D.

Add the following new paragraph immediately after Paragraph SC-16.01.C

- D. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC - 6.01.C.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding.

SPECIAL CONDITIONS

A. GENERAL REQUIREMENTS

1. GENERAL DESCRIPTION: The work described in these SPECIFICATIONS shall consist of the construction of Grading and all related appurtenances as shown on the DRAWINGS and as described herein.
2. CONTRACT TIME: The CONTRACTOR shall commence work within five (5) days after receiving written Notice to Proceed, and shall complete all work within 30 working days.
3. PROJECT SPECIFICATIONS: All materials and all work shall conform to the construction requirements of the City of Omaha "Standard Specifications for Public Works Construction," 2014, and any current revisions or amendments thereto, except as modified by these SPECIFICATIONS, SPECIAL CONDITIONS, and/or the CONSTRUCTION DRAWINGS.
4. NOTICE TO STAKE: The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to the time he expects to begin construction to request line and grade stakes as required.
5. TRAFFIC CONTROL: The CONTRACTOR shall conduct his operations in such a manner as to leave all streets and access roads open to traffic at all times. He shall place and maintain proper barricades, lights, signs and other required safeguards around obstructions in or adjacent to existing streets and as necessary to provide advance warning. All barricades, lights, and warning signs shall conform to the Omaha Public Works "Barricading Standards, Specifications, Methods and Materials" and the "Manual on Uniform Traffic Control Devices."
6. MUD AND CONSTRUCTION DEBRIS: The CONTRACTOR shall take the necessary precautions to keep mud and debris from being deposited onto existing pavement during construction operations. Should mud and debris become deposited upon such existing pavement, the CONTRACTOR shall promptly remove it at no additional cost to the OWNER.
7. NOTICE TO ENGINEER: The CONTRACTOR shall notify the ENGINEER 24 hours prior to starting or restarting construction work if work sequence is interrupted due to any cause whatsoever, to allow for construction observation on this project.
8. CONSTRUCTION KICKOFF MEETING: The ENGINEER shall notify the City of Omaha Public Works Construction Division, 48 hours before project kickoff meeting (Matt Grosse 402-444-5282, Email Matthew.Grosse@cityofomaha.org).
9. CONSTRUCTION START NOTICE: The CONTRACTOR shall notify the City of Omaha Public Works Construction Division, 48 hours before the start of construction (Matt Grosse 402-444-5282, Email Matthew.Grosse@cityofomaha.org).
10. OTHER WORK: Other work that is to be performed at the site by the OWNER or others, that relates to this project includes:
NONE
11. SHOP DRAWINGS: Shop drawings shall be submitted to the ENGINEER for review. The number of copies of shop drawings shall consist of the quantity required for the CONTRACTORS use, including the distribution to subcontractors, fabricators and/or suppliers, in addition to two copies to be retained by the ENGINEER. Shop drawings shall be submitted for the following:
NONE

B. STORM SEWER

1. PRECAST FITTINGS: All precast fittings, including bends, transitions, and tees shall be equal to the pipes to which they are connected. Fittings for which a bid item is established shall be paid for at the contract unit price for the particular size and type of fitting. Fittings for which no bid item is established shall not be paid for separately, but shall be considered as an incidental cost. The CONTRACTOR may substitute beveled pipe for precast bends if approved by the ENGINEER. Beveled pipe shall be paid for at the contract unit price for regular pipe.

Field constructed bends shall be constructed in accordance with the detail show on the PLANS. Concrete for the field constructed bend collar shall be FL 60 and shall be reinforced as detailed.

2. MEASUREMENT OF PIPE: Measurement of pipe for payment will be in linear feet, measured horizontally, of the installed length of pipe measured from center to center of manholes or inlets, above the centerline of the pipe. No deduction will be made for manholes, inlets, or fittings.
3. SOIL BACKFILL COMPACTION: Soil backfill compaction shall be as specified in Section 200 of the Project Specifications and the Soil Compaction Requirements Table as modified on the PLANS. Trench backfill in the upper 5 feet of the trench shall be excavated per the detail as shown on the PLANS and compacted with a self-propelled sheepsfoot roller. For backfill material with excessive moisture content, it shall be the responsibility of the CONTRACTOR to dry the material by manipulation, aeration, or blending with other materials or to replace wet materials with approved drier materials, all as required to meet the above-stated requirements. For backfill material with deficient moisture content, it shall be the responsibility of the CONTRACTOR to provide and add water and manipulate the material or to blend the material with approved wet material, all as required to meet the above-stated requirements.

In all areas of over excavation and in trenches exceeding a width of six (6) feet the trench compaction shall be obtained by the use of a sheepsfoot type roller. Drop hammer or hydraulic hammer will not be an acceptable method of compaction in these wide trenches.

4. EXCESS MATERIAL: All excess excavated materials shall be disposed of on site by spreading in layers less than 12 inches thick on the adjacent lots in a manner to blend in with the site.
5. DEWATERING: The sewer trench shall be kept free at all times of surface or subsurface water. Dewatering of trench by use of gravity drains, a sump, or rock pit with a pump ejector or other method of discharge shall be considered incidental to Construct Storm Sewer Pipe.
6. CONSTRUCT PIPE BEDDING: All storm sewer pipe 18" in diameter and larger shall be bedded as detailed on the PLANS. Pipe bedding in accordance with the minimum dimensions shown on the PLANS and any additional bedding required as a result of unnecessary over-excavation, will be measured by the length of pipe constructed with bedding. Payment for pipe bedding shall be at the contract unit price per linear foot for "Construct Pipe Bedding" and shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to place and shape the bedding material.
7. CONSTRUCT C.S. VERTICAL PIPE BEND: At the location indicated on the PLANS, the CONTRACTOR shall construct a C.S. vertical bend. Unless otherwise specified, bends may be either a precast fitting or a field constructed bend. Payment at the contract unit price each for "Construct C.S. Vertical Bend" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the work.

C. TEMPORARY SEEDING

1. DESCRIPTION: Temporary Seeding and Mulching shall be completed in accordance with Section 802 of the Project Specifications, except as modified or supplemented in this Special Condition. This work shall consist of furnishing all labor, tools, materials, and equipment necessary for clearing, fine-grading, seed bed preparation, fertilizing (if necessary), application of pre-emergent weed killer and other chemicals that may be required, placing seed, mulching (if necessary), maintaining, and all other work incidental to these operations in order to obtain a stand of grass or ground cover in accordance with the CONTRACT DOCUMENTS.
2. MATERIAL REQUIREMENTS:

- a. Testing: The CONTRACTOR shall obtain and submit to the ENGINEER for his review the soil test results and recommendation from the independent testing laboratory prior to beginning any application of chemicals or seed.
- b. Fertilizer: Fertilizer shall conform to the applicable State and Federal fertilizer laws. Granular fertilizer shall be uniform in composition, dry, free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted. Liquid fertilizer shall be delivered in clearly marked containers and mixed in the presence of the ENGINEER or his representative. The fertilizer formula and rate of application shall be determined by an approved and recognized independent soils testing laboratory engaged by the CONTRACTOR. The testing lab shall be responsible for taking representative samples of the soil types and not less than two tests per acre of land to be seeded.

Furnish and deliver fertilizer in standard weight bags or bulk. Provide fertilizer certification form for every load of bulk fertilizer delivered to the project.

Soil testing will not be required if the CONTRACTOR chooses to apply fertilizer as specified in Section 802 of the Standard Specifications.

- c. Seed: Seed supplied shall meet all requirements of Section 802.02 (A) of the Project Specifications. All seed shall be labeled in accordance with the U. S. Department of Agriculture "Rules and Regulations Under Federal Seed Act" in effect on the date of purchase of seed. All seed shall be furnished in its original unopened container. Seed, which has become moldy, wet, or otherwise damaged in transit or storage shall not be accepted.

Seed shall be mixed for the project as required herein, or as indicated elsewhere in the CONTRACT DOCUMENTS. The pure live grass seed mixture to be used, as specified, shall be as follows:

Temporary Seed mix shall be the appropriate seasonal seed mix as specified in Section 9.5.20 of the Omaha Regional Stormwater Manual.

TEMPORARY SEED MIX:

<i>Seed Type</i>	Rate Per Acre of Pure Live Seed	
Alfalfa	40	lbs.
With One of the Following:		
Spring Oats (Spring)	40	lbs.
Annual Rye Grass (Summer)	40	lbs.
Winter Wheat (Fall)	40	lbs.
Total Lbs. Pure Live Seed Per Acre	80	lbs.

- d. Seed Requirement Calculation: The following seed formula shall be used to determine the amount of commercial seed required to provide in each type of seed the specified quantities of pure live seed:

$$\frac{\text{Lbs. Pure Live Seed Required}}{\text{Purity (\%) x Germination (\%)}} = \text{Lbs. Commercial Seed Required}$$

- e. Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass. The water source shall be subject to approval prior to use.
- f. Hay or Straw: Hay or straw mulch shall be dry cured native hay, also known as prairie hay, or threshed grain straw. Straw shall be threshed straw of oats, wheat, or rye. Hay or straw mulch shall be free of noxious weeds. Do not use hay or straw mulch in an advanced stage of decomposition that disintegrates or powders in the mulch blower. Notify the ENGINEER of the hay source before delivering hay to the project. The ENGINEER reserves the right to reject the hay or straw source for any reason. Do not deliver hay or straw to the project until the ENGINEER has approved the hay source.

3. CONSTRUCTION REQUIREMENTS

a. General:

- (1) The areas to be seeded and the requirements for seeding shall be as shown on the PLANS or as indicated elsewhere in the CONTRACT DOCUMENTS. Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition, and shall be approved before the work is started. Before starting work, the CONTRACTOR shall demonstrate that the application of the materials required will be made at the specified rate.
- (2) Prior to tillage operations, vegetation on the site that might interfere with tillage or seeding operations shall be mowed, grubbed, raked, and removed from the site. The ground surface shall be cleared of stumps, stones, roots, cable, wire, grade stakes, and any other materials that might hinder proper tillage, seeding, or subsequent maintenance operations.
- (3) Grades that have been previously established, as shown on the PLANS, shall be maintained in a true and even condition. Maintenance shall include necessary repairs to previously graded areas and re-grading all washouts. Surfaces shall be left at the prescribed grades in an even and properly compacted condition so as to prevent the formation of depressions where water will stand or concentrate.
- (4) Tillage: After the areas required to be seeded have been brought to the grades shown and washouts repaired, the areas shall be thoroughly tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other approved methods until the condition of the soil is acceptable.
- (5) Cleanup: After completion of the above operations, the surface shall be cleared of stones, stumps, roots, brush, wire, grade stakes, construction waste, and other objects larger than 1/2 inch in thickness or diameter that might be a hindrance to maintenance operations. Paved areas over which hauling operations are conducted shall be kept clean, and topsoil or other dirt that is brought upon the surface shall be removed promptly. The wheels of vehicles shall be cleaned to avoid bringing dirt upon the surfacing of roads, walks, and other paved surfaces. Any dirt tracked upon the streets shall be promptly cleaned at no additional cost to the owner. Cleaning of pavements shall be conducted with care to prevent damage.

4. SEED APPLICATION:

- a. On all areas accessible to machinery, seed shall be uniformly planted on the contour, where possible, to a depth of 1/2 inch to 1 inch, with a drill that is equipped with double disk openers, depth bands, furrow openers not more than 8 inches apart, and seed agitators. On areas inaccessible to seeding machinery, seed may be hand broadcast and raked in.
- b. The grass seed shall then be covered, using a flexible-toothed weeder or other suitable equipment, by stirring the ground not deeper than 1/4 inch.
- c. As soon as this covering operation has been completed, the seeded area shall be rolled with the culti-packer (only once), parallel with the contours of the ground.
- d. The hydroseeding method may be used by the CONTRACTOR only on slopes greater than 3H:1V, upon prior written approval from the ENGINEER, and must be used if specified in the CONTRACT DOCUMENTS. If hydroseeding is used, seed application rates must be multiplied by 1.33.

5. MULCHING:

- a. General: Temporary seeding to be completed on critical sites, areas with adverse soil conditions, or during

non-optimum seeding dates will be mulched. Temporary seeding to be completed during optimum seeding dates and with favorable soils on very flat ground may not need to be mulched. CONTRACTOR shall obtain approval from ENGINEER on areas to be mulched. Mulching shall be performed on all seeded areas immediately following seeding operations. The mulching material, if too long and brittle for proper securing to the surface soil, shall be cut by an ensilage cutter, or other equipment, to lengths of not more than 8 inches and watered as needed before spreading, to assure proper securing of mulch into the soil. The mulch shall be spread by a mulch-blowing machine or by other methods acceptable to the ENGINEER. Mulching shall be started at the windward side of relatively flat areas or at the upper part of a steep slope, and shall continue uniformly until the area is completely covered. Bunching of mulch shall be avoided to prevent destruction of young plants by excluding light and air. Mulch shall be applied at the rates, depending upon the type used, as specified in the City of Omaha Standard Specifications.

- b. Anchoring: Immediately following the spreading of the mulch, the material shall be anchored to the soil by a V-type wheel and packer, a disk harrow set to cut only slightly, a rotary hoe run backwards, or other suitable approved equipment that will secure the mulch firmly in the ground to form a soil-binding mulch and prevent loss or bunching by wind. The number of passes over the mulch needed to secure it firmly to the soil shall be as determined by the ENGINEER, but shall not exceed three passes. Where overseeding is specified, a suitable seed drill may be used to retain the mulch.
- c. Slope Anchoring: On slopes where machinery cannot be used, mulch shall be retained in place by a shallow covering of earth, by pressing into the soil at 10-inch intervals with a spade or other approved tool, by twine, stakes, or brush, or by other suitable means that will not be detrimental to subsequent maintenance.

6. ESTABLISHMENT PERIOD:

- a. The CONTRACTOR shall properly water, mow, and otherwise maintain all seeded areas without additional payment until acceptance of the work. Any re-grading, weeding, re-fertilizing, or reseeding required shall be done at CONTRACTOR'S expense. Any areas which fail to show a "catch" or uniform stand, for any reason whatsoever, shall be reseeded with the original mixture, and such reseeding shall be repeated until a uniform stand or "catch" of grass has been obtained.
- b. Final acceptance of the seeding will not be given until the longer of the following times has passed:
 - (1) A second mowing of the seeded areas has been performed.
 - (2) The entire project has been completed and accepted.

Should additional mowing, watering, fertilizing, or weeding be required until the above conditions are completed, the CONTRACTOR shall perform same at no additional cost to the Owner. Any areas requiring reseeding for any reason shall be tended to immediately upon notification by the ENGINEER. Payment will be approved only for a uniform stand of live grass, free of weeds, seeded, fertilized, mowed, and maintained in accordance with these specifications. Seeding guarantee shall be as specified in Section 802 of the City of Omaha Standard Specifications.

7. MEASUREMENT AND PAYMENT: Seeded areas will be measured for payment by the acre (nearest one-tenth of an acre). Payment will be made at the contract unit price per acre for "Temporary Seeding" or otherwise provided for in the CONTRACT DOCUMENTS. This price shall be full compensation for surface clearing and preparation, fine grading, and leveling of the areas that are to be seeded; for representative soil tests taken to determine the amount and type of chemicals and fertilizer required, furnishing, sowing, and placing the seed; for furnishing and applying the fertilizer and pre-emergent weed killer; and for all material, labor, equipment, stakes, and staking; for maintaining the seeded areas until final acceptance; and for all incidentals necessary to complete the work.

Mulched areas will be measured for payment by the acre (nearest one-tenth of an acre). Payment will be made at the contract unit price per acre for "Mulching" or otherwise provided for in the CONTRACT DOCUMENTS. This price shall be full compensation for furnishing, spreading and properly crimping the straw or hay mulch and applying the asphalt emulsion anchors per the City of Omaha Standard Specifications, and for all incidentals necessary to complete the work.

D. EROSION CONTROL

1. GENERAL: CONTRACTOR shall conduct its operations in accordance with the requirements of the Authorization to Discharge under the State of Nebraska National Pollutant Discharge Elimination System, NPDES Permit No. NER160000 and the Papillion Creek Watershed Partnership (PCWP) Grading Permit Terms for the project. Copies of NPDES Permit No. NER160000 and Papillion Creek Watershed Partnership (PCWP) Grading Permit Terms are included with the Contract Documents. To the maximum intent possible, all erosion control facilities shall be constructed prior to stripping of topsoil and beginning grading operations.

The CONTRACTOR shall be responsible for maintenance of erosion control facilities for the entire duration of the contract. This shall include repair or replacement of damaged silt fence, removal of accumulated silt along silt fences, removal of accumulated silt in silt basins, repair of washed out interceptor dikes and swales, and repair of silt basin dikes, risers, and outlet pipes. During silt basin or sediment trap cleanout, CONTRACTOR shall maintain the constructed shape and configuration of the basin and protect any baffles in the basin. All silt removed during maintenance shall be dried and placed as embankment. Maintenance activities shall be at the direction of the ENGINEER. Maintenance activities shall be completed as soon as site conditions allow access to the facility requiring maintenance.

Separate payment will not be made for maintenance of erosion control facilities other than those listed below unless separate bid items are provided in the Agreement. Erosion control facilities damaged by the CONTRACTOR'S activities shall be immediately repaired by the CONTRACTOR at no additional cost to the OWNER.

2. CONSTRUCT SILT FENCE: Fabric for silt fence shall meet the minimum requirements listed below. Installation of silt fence shall be in accordance with details shown on the PLANS and as directed by the ENGINEER.

FABRIC PROPERTIES	MINIMUM ACCEPTABLE VALUE	TEST METHOD
Grab Tensile Strength	90 lbs	ASTM D1682
Elongation at Failure	50%	ASTM D1682
Mullen Burst Strength	190 psi	ASTM D3786
Puncture Strength	40 lbs	ASTM D751 (modified)
Slurry Flow Rate	0.3 gal/min/sf	Virginia DOT VTM-51
Equivalent Opening Size	40-80	US Std. Sieve CW-02215
Ultraviolet Radiation Stability	90%	ASTM-G-26

Payment at the contract unit price per linear foot for "Construct Silt Fence" shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

3. CLEANOUT SILT FENCE: Removal of accumulated silt along silt fence shall be measured for payment by the linear foot. Payment will be made at the contract unit price for "Cleanout Silt Fence". This payment will be full compensation for all labor, materials, and equipment required for removal of accumulated silt, placement, spreading and drying of removed silt at the location shown on the PLANS or as directed by the ENGINEER. After drying accumulated silt the area shall be shaped to a smooth and uniform surface.
4. ROLLED EROSION CONTROL BLANKET, TYPE : Rolled erosion control blanket shall be constructed per the city of Omaha Standard Specifications, except that measurement for payment for seeding shall be made separately.
5. CONSTRUCT INTERCEPTOR SWALE: At the location indicated on the plans and in accordance with the detail on the plans, the contractor shall construct interceptor swales. The contract unit price per linear foot for "construct interceptor swale" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete this work.
6. CONSTRUCT ROCK ACCESS ROAD: At the location indicated on the plans and in accordance with the detail on the plans, the contractor shall construct a rock access road. The contract unit price per ton of crushed rock for "construct rock access road" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete this work.

E. EXCAVATION AND EMBANKMENT

1. MATERIAL REQUIREMENTS:

- a. Unsuitable Materials. Unsuitable materials shall include all materials that contain debris, roots, organic or frozen materials, stones having a maximum dimension larger than 3 inches for the upper 12 inches of fill, stones having a maximum dimension larger than 6 inches for the remainder of the fill, or any other materials determined by the GEOTECHNICAL ENGINEER to be unsuitable for providing a stable slope, embankment, backfill, or subgrade. Material which is unsuitable due to excess moisture content will not be classified as unsuitable material unless it cannot be dried by manipulation, aeration, or blending with other materials satisfactorily as determined by the GEOTECHNICAL ENGINEER.

2. GENERAL CONSTRUCTION METHODS:

- a. Before beginning grading operations, the CONTRACTOR shall prepare the site as specified in the Technical Specification for Clearing and Grubbing.
- b. Grading operations shall be suspended any time that satisfactory results cannot be obtained because of rain, frozen material, or other unsatisfactory conditions.
- c. The CONTRACTOR shall control grading operations such that the site shall be well-drained at all times. When necessary, temporary drains and ditches shall be constructed to intercept or divert surface drainage, which may affect the work.

3. EXCAVATION:

- a. No excavation shall be started until grading stakes have been set by the ENGINEER.
- b. If the volume of suitable excavated material exceeds the amount required for construction of embankment, the excess material shall be placed as on-site embankment in areas to be designated by the ENGINEER.

4. EMBANKMENT:

- a. Placement of embankments shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished grade line.
- b. After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to meet the requirements specified on the PLANS.
- c. No layer shall be covered until the previous layer has been approved.
- d. No fill material shall be placed, spread, or rolled while it is frozen or thawing or during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until field tests by the GEOTECHNICAL ENGINEER indicate that the moisture content and density of the fill are satisfactory.

5. EARTHWORK (EXCAVATION): Common earth excavation shall be measured for payment by the cubic yard, as measured in cut. The contract quantity was determined using the existing and proposed contours shown on the PLAN, and shall be considered as an established quantity. If adjustments to the grades shown on the PLAN are made, corresponding adjustments in the established quantity shall also be made. These adjustments shall be determined using new proposed contours prepared by the ENGINEER. If the design grades change corresponding adjustments will be made to the contract quantity. Payment shall be made at the contract unit price per cubic yard for "Earthwork (Excavation)" and shall be full compensation for all labor, materials, and equipment necessary for excavating, hauling, spreading, and compacting materials as required to complete the project in accordance with these specifications.

6. EXCAVATION (EMBANKMENT): Separate payment will not be made for formation of embankments.

F. TOPSOIL

1. CONSTRUCTION REQUIREMENTS

STRIPPING: After clearing and grubbing, the surface layer of soil in all areas to be graded shall then be stripped to a depth of not less than four inches and not more than six inches, unless additional stripping is required by the GEOTECHNICAL ENGINEER. The strippings shall be uniformly re-spread over finished areas, except on street rights-of-way, as directed by the ENGINEER.

2. MEASUREMENT AND PAYMENT

STRIPPING, STOCKPILING AND RESREADING TOPSOIL: Stripping of topsoil shall be measured and paid for by the cubic yard. The quantity shown on the PLANS shall be considered as an established quantity. This quantity, in cubic yards, was computed by multiplying the disturbed area of grading by a thickness of 4", and then assuming half the topsoil will be stockpiled and then respread and the other half placed directly in its final position. If adjustments are made to the area graded, corresponding adjustments in the established quantity shall also be made.

The contract unit price shall be full compensation for stripping, loading, hauling, stockpiling, re-loading, placing and spreading of topsoil and for all labor, equipment, tools, and incidentals necessary to complete the item.

TECHNICAL SPECIFICATION

CLEARING AND GRUBBING

1. **DESCRIPTION:** This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the ENGINEER.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, culverts, flumes, debris, rubbish of any nature, natural obstructions or such material which in the opinion of the ENGINEER is unsuitable for the foundation of pavement or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

2. **GENERAL CONSTRUCTION METHODS:**

- a. The areas denoted on the PLANS to be cleared and grubbed under this item shall be staked on the ground by the ENGINEER. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.
- b. All debris and spoil materials removed by clearing and grubbing shall be disposed of by burning or by removal to approved off-site disposal areas. Piles for burning shall be placed in open spaces where no damage to trees, other vegetation, or other property will occur. The CONTRACTOR will be responsible for controlling fires in compliance with all Federal and State laws and regulations relative to building fires at the site. Ashes resulting from burning shall be removed and disposed of when directed by the ENGINEER.
- c. When approved by the ENGINEER, waste concrete and masonry may be placed as erosion protection. Any broken concrete or masonry, which cannot be used in construction, and all other materials, not considered suitable for use elsewhere, shall be disposed of by the CONTRACTOR off the project site.
- d. The removal of existing utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the PLANS. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the CONTRACTOR shall notify the proper local authority or owner and attempt to secure prompt action.

3. **CONSTRUCTION REQUIREMENTS:**

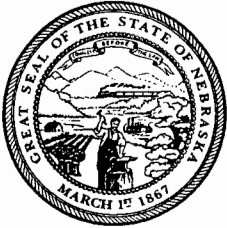
- a. In areas designated to be cleared and grubbed, all trees, stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed. Taproots and other projections over 1-1/2 inches in diameter shall be grubbed out to a depth of at least 18 inches below the finished subgrade or slope elevation.
- b. Any buildings and miscellaneous structures in the area designated for clearing and grubbing shall be demolished or removed, and all materials therefrom shall be disposed of either by burning or otherwise removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material, which cannot be used in backfill, shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.
- c. The CONTRACTOR shall obtain all necessary permits.
- d. All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted to the requirements specified on the PLANS. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.
- e. Trees, hedges or bushes to remain will be designated in the field by the ENGINEER will not be removed and shall be protected from damage.

4. **MOWING:**

- a. Mow vegetation with a height of eighteen (18) inches or greater as close to the ground as possible with all applicable local, State and Federal regulations or as directed by the ENGINEER. The ENGINEER shall approve of the equipment and methods used for mowing.

5. **MEASUREMENTS AND PAYMENT:** The contract lump sum price for "Clearing and Grubbing - General" shall

be full compensation for mowing and furnishing all labor, materials, equipment, tools and incidentals necessary to complete this work.



STATE OF NEBRASKA

Pete Ricketts
Governor

DEPARTMENT OF ENVIRONMENTAL QUALITY
Jim Macy

Director

Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186
FAX (402) 471-2909
website: <http://deq.ne.gov>

Authorization to Discharge Under the
National Pollutant Discharge Elimination System (NPDES)
General NPDES Permit Number NER160000
for Storm Water Discharges from
Construction Sites to Waters of the State of Nebraska

This NPDES general permit is issued in compliance with the provisions of the Federal Water Pollution Control Act (33-U.S.C. Secs. 1251 *et. seq.* as amended to date), the Nebraska Environmental Protection Act (Neb. Rev. Stat. Secs. 81-1501 *et. seq.* as amended to date), and the Rules and Regulations promulgated pursuant to these Acts. Application may be made under this general permit are authorized to discharge storm water from construction sites. Owners or operators issued a discharge authorization under this general permit are required to comply with the limits, requirements, prohibitions, and conditions set forth herein. The issuance of a discharge authorized under this general permit does not relieve permittees of other duties and responsibilities under the Nebraska Environmental Protection Act, as amended, or established by regulations promulgated pursuant thereto.

NPDES Permit No.: NER160000
NDEQ ID No.: 995907
Effective Date: November 1, 2016
Expiration Date: October 31, 2021

Pursuant to a Delegation Memorandum dated August 22, 2016, and signed by the Director, the undersigned hereby executes this document on behalf of the Director.

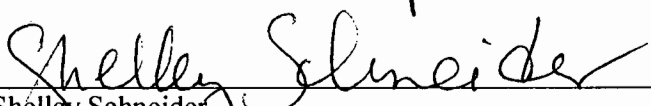
Signed this 30th day of September, 2016

Shelley Schneider
Water Permits Division Administrator



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Appendix A – Conditions Applicable to all NPDES Permits

Appendix B – List of MS4s in the State of Nebraska

*The first occurrence of terms are written in **BOLDFACE** and are defined in this permit in Part VII - Definitions*

Part I. Coverage Under this Permit

A. Introduction

This permit is required and shall apply to **storm water** or non-storm water discharges associated with **construction activity** that causes land disturbance of equal to or greater than one acre and less than one acre if the construction activity is part of a **common plan of development or sale**. All references in this permit to construction activity shall be read to include both **large construction activity** and **small construction activity**. This permit authorizes the discharge of storm water from **construction activity** entering **Waters of the State**, a **municipal separate storm sewer system (MS4)**, or a **combined sewer system (CSO)** within the State of Nebraska. Discharges are subject to the specific terms and conditions in this permit.

This permit also authorizes storm water discharges from any other construction activities designated by the **Director** because of concern that they may produce an excursion to water quality standards or contribute to a significant pollution discharge to Waters of the State. The Director may authorize permit coverage in these circumstances with the intent of reducing or eliminating storm water pollution from the construction activity by requiring implementation of effective pollution control measures or practices.

B. Permit Area

This permit provides **coverage** for construction and **support activity** throughout the State of Nebraska excluding tribal land within the State of Nebraska and as per limitations in Part I.C.4 of this permit.

C. Eligibility

Permit eligibility is limited to discharges from construction activity as defined in Part VII of this permit or as otherwise designated by the Director. This general permit contains eligibility restrictions, as well as permit conditions and requirements. These eligibility provisions must be continued to be satisfied to maintain permit authorization. If the **permittee** does not meet the requirements that are a precondition to eligibility, then resulting discharges constitute unpermitted discharges. Conversely, if the permittee does not comply with the requirements of the general permit, the permittee may be in violation of the general permit for otherwise eligible discharges.

1. Allowable Storm Water Discharges

Subject to compliance with the terms and conditions of this permit, the permittee is authorized to discharge pollutants in:

- a. Storm water associated with large and small construction activity as defined in Part VII;
- b. Storm water discharges designated by the Director requiring a storm water permit under NDEQ Title 119, *Rules and Regulations Pertaining to the Issuance of Permits under the National Pollutant Discharge Elimination System (NPDES)* Chapter 2.002.06E.
- c. Part I.C.1.a and Part I.C.1.b allowable discharges commingled with an authorized discharge by a different **NPDES** permit and/or a discharge that does not require NPDES permit authorization; and
- d. Storm water discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas, etc.) provided:
 - 1) The support activity is directly related to the construction site required to have NPDES permit coverage for discharges of storm water associated with construction activity;
 - 2) The support activity is not a commercial operation serving multiple unrelated construction projects by different **operators**, and does not operate beyond the completion of the construction activity at the last construction project it supports; and
 - 3) Appropriate controls and measures are identified in a **Storm Water Pollution Prevention Plan (SWPPP)** covering discharges from the support activity areas.

2. Allowable Non-Storm Water Discharges

The permittee is authorized for the following:

- a. Discharges from firefighting activities;
- b. Fire hydrant flushings;
- c. Water used to wash vehicles where detergents are not used;

- d. Water used to control dust;
- e. Potable water including uncontaminated water line flushings;
- f. Routine external building wash down that does not use detergents;
- g. Pavement wash water where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been recovered) and where detergents are not used;
- h. Uncontaminated air conditioning or compressor condensate;
- i. Uncontaminated groundwater or spring water;
- j. Foundation or footing drains where flows are not contaminated with process materials such as solvent; and
- k. Landscape irrigation.

3. Prohibited Non-Storm Water Discharges

The permittee is prohibited from discharging the following:

- a. Wastewater from the washout of concrete, unless managed by appropriate control;
- b. Wastewater from the washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials;
- c. Fuels, oils, and other pollutants used in vehicle and equipment operation and maintenance; and
- d. Soaps or solvents used in vehicle equipment washing.

4. Limitations on Coverage

This permit does not authorize the following storm water runoff conditions and may be the basis for denial or termination of authorization under this general permit. The Department shall be consulted prior to the permittee's submission of the construction storm water Notice of Intent **CSW-NOI** if any of the following conditions apply:

- a. This permit does not authorize post-construction discharges that originate from the site after construction activities have been completed and the site has achieved **final stabilization** including activities at temporary support sites. Post-construction storm water discharges from industrial sites may need to be covered by a separate NPDES permit;
- b. This permit does not authorize discharges mixed with non-storm water. This exclusion does not apply to discharges identified in Part I.C.2 provided the discharges are in compliance with Part III.D.
- c. This permit does not authorize storm water discharges associated with construction activity that have been covered under an individual NPDES permit or required to obtain coverage under an alternative general permit in accordance with Part IV.A;
- d. This permit does not authorize discharges that the Director, prior to authorization under this permit, determines will cause, have the reasonable potential to cause, or contribute to an excursion above any applicable water quality or groundwater quality standards. Where such a determination is made prior to authorization, the NDEQ may notify the permittee that an individual application is necessary in accordance with Part IV.A. However, the NDEQ may authorize coverage under this permit after the permittee has included appropriate controls and implementation procedures in the SWPPP designed to bring the site discharge into compliance with water quality standards;
- e. Storm water runoff from construction activity within the limits of an Indian lands under the jurisdiction of the United States Government, dependent Indian communities within the borders of the United States, or other Indian allotments;
- f. Non-point source agricultural and **silvicultural discharges**;
- g. Storm water effluent guidelines limitations apply to;
 - 1) Those from an operating landfill;
 - 2) Storm water runoff that may adversely impact critical habitat of aquatic related, threatened, or endangered species as designated by Nebraska Game and Parks Commission or the U.S. Fish and Wildlife Service.
 - 3) Storm water runoff that may adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites; or
 - 4) Those that the Director determines would be more effectively regulated with a site-specific, area-specific, or a basin-specific permit.

5. Period of Coverage

- a. This permit is effective for five (5) years from the issue date.
- b. Coverage shall commence at the time discharge authorization is granted and shall continue for a period lasting up to 180 days after final stabilization and **Notice of Termination** is received for the site.
- c. The permittee shall be responsible for ensuring that final stabilization is accomplished on all non-**impervious surfaces** of the authorized construction site prior to submitting form CSW-NOT.
- d. Coverage under this permit is normally terminated 180 calendar days after:
 - 1) All soil disturbing construction activity has been completed;
 - 2) A uniform perennial vegetative cover with a minimum density of 70 percent of the native background vegetative cover, has been established on all non-impervious surfaces and areas not covered by permanent structures unless equivalent permanent stabilization (such as riprap, gabions, and geotextiles) measures have been employed;
 - 3) All permanent drainages, constructed to drain water from the site, has been stabilized to prevent erosion;
 - 4) All **temporary erosion protection** and sediment control BMPs have been removed without compromising the permanent erosion protection and sediment control BMPs;
 - 5) All sediment build-up has been removed from conveyances and basins that are to be used as permanent water quality management BMPs. The cleanout of permanent basins used as temporary BMPs during construction shall be sufficient to return the basin to design capacity;
 - 6) Responsibility for long-term maintenance of permanent BMPs have been assigned;
 - 7) Construction activity conducted on or through agricultural or silvicultural land shall be considered finally stabilized upon return to the preexisting agriculture or silviculture use; and
 - 8) Construction activity conducted at new or industrial facilities that will operate the site in an exposed manner (such as limestone mining and solid waste landfills) shall be considered finally stabilized upon commencement of industrial activity consistent with the industrial use and coverage under the appropriate NPDES permit for industrial storm water.
- e. The Director can extend coverage under the permit beyond the time period specified in this section if excessive erosion problems remain at the site.

Part II. Authorization for Discharges of Storm Water from Construction Activity

A complete and accurate construction storm water Notice of Intent (CSW-NOI), as described in this Part II, must be submitted to NDEQ for coverage under the general permit. Discharges are not authorized if the CSW-NOI is incomplete, inaccurate, or ineligible for coverage under the permit.

A. Authorization to Discharge Date

1. The Department will confirm all authorized permits. However, the permittee is authorized to discharge storm water from construction activities under the terms and conditions of the general permit seven (7) calendar days after submittal to the NDEQ of a complete and accurate CSW-NOI (e.g., seven (7) days from date of submittal), except as noted in Part II.A.2.
2. The Director may delay authorization based on eligibility considerations of Part I.C. In these instances, the permittee is not authorized to discharge until reception of notice from NDEQ that the project activities are eligible for coverage under the permit.

B. CSW Notice of Intent Contents

The permittee should use the CSW-NOI form provided on the NDEQ website. The permittee must provide the following information on the CSW-NOI form:

1. Project/site name, address, county or similar governmental subdivision, and latitude/longitude or legal description of the construction project or site;
2. The **certifying official's** legal name, company, address, email, and phone number;
3. The SWPPP designer's name, company, address, email, and phone number;
4. The location where the applicable SWPPP may be viewed;

5. A site map as described in Part III.B.1.d of this permit;
6. Name of the water(s) of the state into which your site discharges;
7. Estimated dates of commencement of construction activity and final stabilization (e.g., project start and completion dates);
8. Total acreage (to the nearest quarter-acre) to be disturbed for which the permittee is requesting permit coverage;
9. Any state or federally-listed threatened or endangered species, or state or federally designated critical habitat in the project area to be covered by this permit;
10. A certification statement, signed and dated by a certifying official as defined in Part VI.D.6.

C. Submission Deadlines

1. New Projects: The permittee must submit a complete and accurate CSW-NOI and be authorized consistent with Part II.A.1 prior to commencement of construction activities.
2. Ongoing Projects Currently Permitted under the CSW-2008 General Permit: If the permittee wishes to continue coverage under the CSW-2008 general permit:
 - a. Submit a CSW-NOI, available on the NDEQ website, within 180 days of the issuance date of the new general permit; and
 - b. Until the permittee is authorized under the new general permit consistent with Part II.A, comply with the terms and conditions of the CSW-2008 general permit under which the permittee is currently authorized.
 - c. If the permittee meets the termination of coverage requirements in accordance with Part V.A within 180 days of the issuance date of the new general permit such as construction activities that will have achieved final stabilization, the permittee must:
 - 1) Submit a CSW-NOT using the form provided on the NDEQ website; and
 - 2) Until coverage is no longer required, comply with the terms and conditions of the CSW-2008 general permit.
3. Late Notifications: When a late CSW-NOI is submitted for discharges otherwise consistent with Part II.A, the Department reserves the right to take enforcement action for any unpermitted discharges that occur between the commencement of construction and discharge authorization. Such discharges may have occurred during initiating clearing, grading, excavation activities, or other construction activities.

D. Additional Requirements

1. The Department may request additional information from the source:
 - a. To facilitate the review of the CSW-NOI;
 - b. To finalize a determination related to the granting of a discharge authorization; or
 - c. To determine when a site-specific, area-specific, or basin-specific permit application may be required.
2. When storm water is discharged through municipal separate storm sewer systems (MS4s), applicants shall submit a copy of their CSW-NOI and approval letter to the operator of the municipal separate storm sewer system through which they discharge, prior to commencement of construction. Appendix B has a listing of those municipalities that are permitted under the Municipal Separate Storm Sewer System program.
3. Other governmental agencies (e.g., U.S. Army Corps of Engineers, Local City/State Government, or the local Natural Resource District) may have additional notification requirements. Submittal of the NPDES form CSW-NOI does not relieve the applicant of responsibility to comply with the requirements of other government agencies.

Part III. Storm Water Pollution Prevention Plans (SWPPP)

A. Storm Water Pollution Prevention Plan Framework

1. A SWPPP must be prepared prior to submission of a CSW-NOI as required in Part II.B. The SWPPP must be prepared by **qualified personnel**.
2. The SWPPP must:

- a. Identify all potential sources of pollution with may reasonably be expected to affect the quality of storm water discharges from the construction site;
 - b. Minimize erosion on disturbed areas and minimize the discharge of sediment and other pollutants in storm water runoff;
 - c. Describe controls to be used to reduce pollutants in storm water discharges from the construction site; and
 - d. Assure compliance with the terms and conditions of this permit.
3. Once a definable area has achieved final stabilization, the permittee may mark on the SWPPP site plan map that no further SWPPP requirements apply to that portion of the site. For example, when earth-disturbing activities around one of three buildings in a complex is completed and the area is finally stabilized, or one mile of a roadway or pipeline project is done and finally stabilized, etc.
 4. The permittee must implement the SWPPP and modifications to the SWPPP from commencement of construction activity until final stabilization is complete.

B. Pollution Prevention Plan Contents: Site and Activity Description

1. The SWPPP must describe the nature of the construction activity including:
 - a. The function of the project (e.g., low-density residential, shopping mall, highway, etc.);
 - b. The intended sequence and timing of activities that disturbs land on the site;
 - c. Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities, including permittee-controlled offsite borrow and fill areas; and
 - d. A general location map (e.g., USGS quadrangle map, a portion of the city or county map, or other map) with enough detail to identify the location of the construction site and water(s) of the state within one mile of the site.
2. The SWPPP must contain a legible site map(s) showing the entire site during grading, construction, and post-construction phases, identifying:
 - a. Direction(s) of storm water flow and approximate slopes anticipated after major grading activities;
 - b. Areas of land disturbance and areas of land that will not be disturbed;
 - c. Locations of major structural and nonstructural **Best Management Practices (BMPs)**;
 - d. Locations where stabilization practices are expected to occur;
 - e. Locations of onsite or offsite material, waste, borrow or equipment storage areas;
 - f. Locations of all Waters of the State, including wetlands;
 - g. Locations where storm water discharges to a surface water; and
 - h. Location of the perimeter controls, if used, installed to retain sediment from storm water runoff from earth disturbing activities.
 - i. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
3. The SWPPP must contain documentation of the following site and activity records:
 - a. Dates when major grading activities occur;
 - b. Dates when construction activities temporarily or permanently cease on a portion of the site; and
 - c. Dates when stabilization measures are initiated.

C. Storm Water Pollution Prevention Plan to Eliminate or Minimize Pollution

The SWPPP must include a description of all pollution control measures (e.g., BMPs) that will be implemented as part of the construction activity to control pollutants in storm water discharges. BMPs and work practices should follow the requirements set forth in 40 CFR Part 450. Each major activity identified in the project description of the SWPPP must clearly describe the planned controls and the general sequence during the construction process in which the measures will be implemented. The SWPPP must include:

1. A description of interim and permanent stabilization practices for the site including a schedule of when the measures and practices will be implemented.
2. A description of all temporary construction storm water management measures that retain/detain flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the construction site.
3. A description of all post-construction storm water management measures that retain/detain flows or otherwise limit runoff and the discharge of pollutants.

4. A description of the controls to be used to prevent the following prohibited discharges:
 - a. Wastewater from washout of concrete, unless managed by an appropriate control implemented according to industry standards;
 - b. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials, unless managed by an appropriate control implemented according to industry standards;
 - c. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
 - d. Soaps, solvents, or detergents used in vehicle and equipment washing; and
 - e. Toxic or hazardous substances from a spill or other release.
5. A description of measures to minimize, to the extent practicable, vehicle tracking of sediments offsite onto paved surfaces and the generation of dust. The following must be included with this requirement:
 - a. Restrict vehicle use to properly designated exit points. If designated exit points are modified or added to the site, update SWPPP accordingly;
 - b. Use appropriate stabilization techniques at all points that exit onto paved roads so that sediment removal occurs prior to vehicle exit;
 - c. Where necessary, use additional controls to remove sediment from vehicle tires prior to exit; and
 - d. Where sediment has been tracked-out from your site onto the surface of off-site streets, other paved areas, and sidewalks, the deposited sediment must be removed by the end of the same work day in which the track-out occurs or by the end of the next work day if track-out occurs on a non-work day.
6. A description of construction materials, products and waste materials expected to be stored at the construction site or supporting areas. The description to include controls and storage practices to minimize exposure of the materials to storm water and storm water runoff.
7. If fueling and/or maintenance of equipment or vehicles at the construction site or supporting areas, an effective means of eliminating the discharge of spilled or leaked chemicals, including fuel, from the area must be implemented by at minimum:
 - a. Ensuring adequate supplies are available at all times to handle spills, leaks, and disposal of used liquids;
 - b. Using drip pans and absorbents under or around leaky vehicles;
 - c. Disposing of or recycle oil and oily wastes in accordance with other federal, state, tribal, or local requirements;
 - d. Cleaning up spills or contaminated surfaces immediately, using dry clean up measures where possible, and eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge; and
 - e. Not cleaning surfaces by hosing the area down.
8. **Spill prevention control and countermeasure plan (SPCC)**, if facility possesses an SPCC plan.
9. A description of potential pollutant sources and the controls and measures to be implemented at supporting areas of the construction site such as dedicated asphalt plants or dedicated concrete plants.
10. A description of controls for discharges from stockpiled sediment or soil.
11. A description of controls to minimize dust through appropriate water or other dust suppression techniques.

D. Non-Storm Water Discharge Management

The SWPPP must identify all allowable sources of non-storm water discharges listed in Part I.C.2 of this permit, except for flows from firefighting activities that are combined with storm water discharges associated with construction activity at the site. Non-storm water discharges should be eliminated or reduced to the extent feasible. The SWPPP must identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.

E. Construction Storm Water Effluent Limitation Guidelines

1. Any **new source** must achieve, at a minimum, the control BMPs in this permit.
2. All construction point sources must achieve the following erosion and sediment controls:
 - a. Control storm water volume and velocity to minimize soil erosion in order to minimize pollutant discharges;

- b. Control storm water discharges, including both peak flow rates and total storm water volume, to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points;
 - c. Minimize the amount of soil exposed during construction activity;
 - d. Minimize the disturbance of **steep slopes**;
 - e. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity, and duration of precipitation, the nature of resulting storm water runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
 - f. Provide and maintain natural **buffers** around Waters of the United States unless the construction activity is **dependent**, direct storm water to vegetated areas and maximize storm water infiltration to reduce pollutant discharges;
 - g. Minimize soil compaction. Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it is to be compacted; and
 - h. Preserve topsoil, unless infeasible. Preserving topsoil is not required where the intended function of a specific area of the site dictates that the topsoil be disturbed or removed.
3. Soil stabilization of disturbed areas must, at a minimum, be initiated immediately, unless infeasible. Stabilization is required when any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permitting authority. In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed.
 4. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls.
 5. Design, installation, implementation, and maintenance of effective pollution prevention measures shall at the minimum:
 - a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - b. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to storm water. Minimization of exposure is not required in cases where the exposure to precipitation and to storm water will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of storm water contamination (such as final products and materials intended for outdoor use); and
 - c. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
 6. When a site is discharging from basins and impoundments, the site must utilize outlet structures that withdraw water from the surface, unless infeasible.

F. Maintenance of Control BMPs

1. Stabilization measures must be initiated as soon as practicable but no later than fourteen (14) days in portions of the construction site that have temporarily or permanently ceased except as provided below:
 - a. Where snow or frozen ground conditions preclude stabilization within 14 days;
 - b. When earth disturbing construction activities will resume within 14 days;
 - c. When perennial vegetative stabilization measures are not possible within 14 days due to semiarid climates or drought stricken conditions; or
 - d. When storm runoff velocity dissipation features have yet to be installed along the length of an **outfall** channel that would protect natural physical and biological characteristics and functions such as the hydrological regime of the **receiving water**.
2. Installation of stabilization measures must be completed within 14 days.
3. Preserve topsoil where practicable.
4. Minimize soil compaction after final vegetative stabilization has begun.

5. Minimize the disturbance of steep slopes to prevent erosion and implement controls as needed for disturbed slopes.
6. Contaminated or turbid groundwater, accumulated storm water, or non-storm water may not be discharged unless such waters are effectively managed by effective controls.
7. When sediment escapes the construction site boundaries, the offsite accumulations must be removed promptly to minimize the disturbance. In addition, the erosion controls for that portion of the project must be reviewed for adequacy of design and/or implementation to prevent reoccurrence with updates or modifications to the SWPPP as appropriate.
8. Temporary Construction Control BMPs
 - a. All temporary control measures must be properly selected, installed, and maintained in accordance with relevant manufacturer specifications, good engineering practices, and applicable federal, state, and local requirements.
 - b. If periodic inspections or other information indicates a control has been installed incorrectly or if the control implemented as planned is ineffective, the operator must either correct the deficiencies of the existing control or modify that portion of the SWPPP plan and implement effective controls as soon as practicable. See Part III.J for site inspection requirements.
 - c. Corrective actions must be completed within seven (7) days or before the next storm event whichever is practicable.
 - d. If corrective actions before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as possible.
 - e. Sediment from sediment traps or sedimentation ponds must be removed when design capacity has been reduced by 50 percent.
9. Permanent Post-Construction Controls (Permanent BMPs)
 - a. All permanent control measures must be properly selected, installed, and maintained in accordance with relevant manufacturer specifications, good engineering practices and applicable federal, state, and local requirements.
 - b. Permanent post-construction BMPs put into service during construction activities must be maintained the same as temporary construction control BMPs by the operator during construction.
 - c. Groundwater infiltration must be considered a priority BMP unless recharge will impair highest beneficial use of groundwater or discharge to a designated waterbody is preferable.

G. Permit Eligibility Related to Endangered Species

The SWPPP must include documentation supporting a determination of permit eligibility with regard to endangered species including:

1. Information on whether state or federally-listed endangered or threatened species, or designated critical habitat may be in the project area;
2. Whether such species or critical habitat may be adversely affected by storm water discharges or storm water discharge-related activities from the project;
3. Any correspondence for any stage of project planning between the U.S. Fish and Wildlife Service (FWS), Nebraska Game and Parks Commission (NGPC), EPA, NDEQ, or others and the permittee regarding listed species and critical habitat, including any notification that delays the authorization to discharge under this permit;
4. A description of measures necessary to protect state and federally-listed endangered or threatened species, or state and federally designated critical habitat. The permittee must describe and implement such measures to be eligible for coverage under this permit. This description does not relieve permittee of responsibilities under the Federal Endangered Species Act or Nebraska Nongame and Endangered Species Conservation Act.

H. SWPPP Accompanying Documents

A copy of the signed and certified CSW-NOI and NDEQ's approval letter notifying the permittee that the CSW-NOI is administratively complete must accompany the SWPPP once available.

I. Applicable State or Local Requirements

The SWPPP must be consistent with all applicable federal, state, or local requirements for erosion control and storm water management including updates to the SWPPP as necessary to reflect any revisions to applicable federal, state, or local requirements.

J. Inspections

1. Inspections must be conducted at least once every fourteen (14) calendar days, and within 24 hours of the end of a storm even of one-half (0.5) inches or greater. See Part III.F for actions and time frames required to address ineffective BMPs.
2. Inspection frequency may be reduced to at least once every month if:
 - a. The entire site is temporarily stabilized;
 - b. Runoff is unlikely due to winter conditions (e.g., site is covered with snow, ice, or the ground is frozen);
 - c. Reduced inspection frequency does not relieve the permittee of the maintenance responsibilities during interim periods.
3. Inspections must be conducted by qualified personnel provided by the operator or cooperatively by multiple operators.
4. Representative inspections may be conducted on long narrow linear construction such as utility lines and pipelines construction projects when inspection vehicle access may increase the potential for erosion. In these circumstances, controls must be inspected at the permit specified frequency, and include a representational portion of the construction that extends a quarter (0.25) mile above and below access points not to exceed the reach of the project where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site.
5. The following areas at minimum must be inspected:
 - a. All areas that have been cleared, graded, or excavated and that have not yet completed stabilization;
 - b. All storm water controls installed at the site to comply with this permit;
 - c. Material, waste, borrow, or equipment storage and maintenance areas covered by this permit that are managed by the owner and/or operator;
 - d. All areas where storm water typically flows within the site, including drainage ways designed to divert, convey, and/or treat storm water;
 - e. All points of discharge from the site, unless considered unsafe or inaccessible using the best professional judgment of the inspector; and
 - f. All locations where stabilization measures have been implemented.
6. For each inspection required above, the permittee must complete an inspection report. At a minimum, the inspection report must include:
 - a. The inspection time and date;
 - b. Names and titles of personnel making the inspection;
 - c. Weather information for the period since the last inspection (or since commencement of construction activity if this is the first inspection) including a best estimate using publically accessible data of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches), and whether any discharges occurred;
 - d. Weather information and a description of any discharges occurring at the time of the inspection;
 - e. Location(s) of discharges of sediment or other pollutants from the site;
 - f. Location(s) of BMPs that need to be maintained;
 - g. Location(s) of BMPs that failed to operate as designed or proved inadequate;
 - h. Monitoring results if requested;
 - i. Records of grading activity since last inspection;
 - j. Location(s) where additional BMPs are needed that did not exist at the time of inspection; and
 - k. Corrective action that required changes to the SWPPP and the date the plan changes were implemented.
7. A record of each inspection and of any actions taken must be retained as part of the SWPPP for at least three (3) years from the date that permit coverage expires or is terminated. The inspection reports must identify any incidents of non-compliance with the permit conditions. Where a report does not identify

any incidents of non-compliance, the report must contain a certification that the construction project or site is in compliance with the SWPPP and this permit. The report must be signed in accordance with Part VI.D.6 of this permit.

K. Maintaining an Updated Plan

1. The SWPPP, including the site map, must be amended whenever there is a change in design, construction, operation, or maintenance at the construction site that has or could have a significant effect on the discharge of pollutants to Waters of the State that has not been previously addressed in the SWPPP.
2. If during inspections or investigations by site staff, or by local, state, or federal officials, it is determined that the SWPPP is ineffective at eliminating or significantly minimizing pollutants in storm water discharges from the construction site, the SWPPP must be amended.
3. Revisions to the SWPPP to improve ineffective controls must be completed within seven (7) calendar days following the inspection. See Part III.E.7.d regarding correcting or modifying temporary construction controls.

L. Making Plans Available

1. A copy of the SWPPP, a copy of the CSW-NOI, and the letter from the NDEQ notifying the permittee of an approved CSW-NOI must be retained at the construction site or other locations easily accessible during normal business hours. The SWPPP must be made available upon request to federal, state, and local agencies, from the date of commencement of construction activities to the date of final stabilization. The SWPPP and corresponding documents may be posted online, but the construction site must have internet access.
2. A sign or other notice must be posted conspicuously near the entrance of the construction site. If displaying near the main entrance is infeasible, the notice can be posted in a local public building such as the town hall or public library. For linear projects, the sign or other notice must be posted at a publicly accessible location near the active part of a construction project (e.g. where a pipeline project crosses a public road). The sign or other notice must contain the following information:
 - a. A copy of the completed CSW-NOI as submitted to the NDEQ; and
 - b. A copy of the SWPPP, or, if the sign or notice does not contain a copy of the SWPPP, it must detail the name and telephone number of the contact person for obtaining access to the SWPPP, and the current location of the SWPPP. If the SWPPP is posted online, the sign must detail the website address, online location, or methodology to obtain the SWPPP.

Part IV. Special Conditions, Management Practices, Other Non-Numeric Limitations

A. Requiring an Individual Permit or an Alternative General Permit

1. The NDEQ may require the permittee to apply for and/or obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested party may petition the NDEQ to take action under this paragraph. If the NDEQ requires the permittee to apply for an individual NPDES permit, the NDEQ will notify the permittee in writing that a permit application is required. This notification will include a brief statement of the reasons for this decision and an application form. In addition, if the applicant is an existing permittee covered under this permit, the notice will set a deadline to file the application, and will include a statement that on the effective date of issuance or denial of the individual NPDES permit or the alternative general permit as it applies to the permittee, coverage under this general permit will automatically terminate. Applications must be submitted to the NDEQ. The NDEQ may grant additional time to submit the application upon request. If the permittee is covered under this permit and fail to submit in a timely manner an individual NPDES permit application as required by the NDEQ, then the applicability of this permit is automatically terminated at the end of the day specified by the NDEQ as the deadline for application for submittal.
2. The permittee may request to be excluded from the coverage of this general permit by applying for an individual permit. In such a case, the permittee must submit an individual application in accordance with the requirements of NDEQ Title 119, with reasons supporting the request to the NDEQ. The request may

be granted by issuance of an individual permit or an alternative general permit if the submitted reasons are adequate to support the request.

3. When an individual NPDES permit is issued to the permittee, who are otherwise subject to this permit, or are authorized to discharge under an alternative NPDES general permit, the applicability of this permit is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. If the permittee, who is otherwise subject to this permit, is denied an individual NPDES permit or an alternative NPDES general permit, the applicability of this permit is automatically terminated on the date of such denial, unless otherwise specified by the NDEQ.

B. Oil and Hazardous Substances/Spill Notification

Hazardous substances or oil must be prevented from contaminating storm water runoff. The SWPPP must contain a plan to prevent spills, minimize quantity released during spills, contain spills, cleanup and dispose of wastes from spills. If the facility has a SPPP plan, the SPCC will qualify. This permit does not authorize the discharge of hazardous substances or oil from an onsite spill. The permittee shall conform to the provisions set forth in NDEQ Title 126, *Rules and Regulations Pertaining to the Management of Wastes* and federal reporting requirements of 40 CFR Part 110, 40 CFR Part 117, and 40 CFR Part 302 relating to spills or other releases of oil or hazardous substances.

The permittee must notify the Department if the permittee knows, or has reason to believe, that a release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under NDEQ Title 126, 40 CFR Part 110, 40 CFR Part 117, and 40 CFR Part 302.

1. The Permittee shall immediately notify the Department as soon as practicable of a reportable release of oil or hazardous substances. Notification shall be made to NDEQ at (402) 471-2186 or toll free (877) 253-2603 year round day or night.
2. If the NDEQ does not answer or is unavailable, the permittee shall report to the Nebraska State Patrol at (402) 471-4545 year round day or night. It shall be the permittee's responsibility to maintain current telephone numbers necessary to carry out the notification requirements set forth in this paragraph.
3. All information known about the release at the time of discovery is to be reported, such as contact information, time of occurrence, quantity and type of material, location and any corrective or cleanup actions undertaken or in process.
4. NDEQ requires a final written report for all reportable releases of oil or hazardous substances. When a final written report is required, it must be submitted to NDEQ within 15 days of remedial action, or, if no remedial action occurs, within 15 days of the release. A final report shall contain, at a minimum, the following information:
 - a. Date, time and duration of the release;
 - b. Location of release;
 - c. Person or persons causing and responsible for the release;
 - d. Type and amount of oil or hazardous substance released;
 - e. Cause of the release;
 - f. Environmental damage caused by the release;
 - g. Actions taken to respond, contain and clean up the release;
 - h. Location and method of ultimate disposal of the oil or hazardous substance and other contaminated materials;
 - i. Actions being taken to prevent a reoccurrence of the release;
 - j. Any known or anticipated acute or chronic health risks associated with the release; and
 - k. When appropriate, advice regarding medical attention necessary for exposed individuals.
5. The permittee must complete corrective actions as required under Part III.J within seven (7) calendar days of knowledge of the release to prevent reoccurrence of such a release.

C. Attainment of Water Quality Standards after Authorization

1. The permittee must select, install, implement, and maintain BMPs at the construction site that minimize pollutants in the discharge as necessary to meet applicable water quality standards. In general except in

situations explained in this section, the SWPPP developed, implemented, and updated consistent with Part III is considered as stringent as necessary to ensure that the discharges do not cause or contribute to an excursion above any applicable water quality standard.

2. At any time after authorization, NDEQ may determine that site storm water discharges may cause or have reasonable potential to cause or contribute to an excursion above any applicable water quality standard. The reasonable potential to cause or contribute to an excursion will be determined by the Department using TMDL information, receiving stream parameters, and the best professional judgment of the permitting authority. If such a determination is made, the NDEQ will require the permittee to:
 - a. Develop a supplemental BMP action plan describing SWPPP modifications in accordance with Part III to address adequately the identified water quality concerns;
 - b. Submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or
 - c. Cease discharges of pollutants from construction activity, and submit an individual permit application according to Part IV.A.
3. All written responses required under this part must include a signed certification from the certifying official.

D. Discharges Affecting Endangered or Threatened Species

This permit does not replace or satisfy any review requirements for endangered or threatened species from new or expanded discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species or adversely modify a designated critical habitat. The **owner** must conduct any required review and coordinate with appropriate agencies for any project with the potential; of affecting threatened or endangered species, or their critical habitat.

E. Discharged Affecting Historical Places or Archeological Sites

This permit does not replace or satisfy any review requirements for historic places or archeological sites, from new or expanded discharges with adversely affect properties listed or eligible for listing in the National Register of Historic Places, or affecting known or discovered archeological sites. The owner must be in compliance with the National Historic Preservation Act and conduct all required review and coordination related to historic preservation, including significant anthropological sites and any burial sites, with the Nebraska Historic Preservation Officer. The permittee must comply with all applicable state and local laws concerning the protection of historic properties and places. The permittee's discharge authorization under this permit is contingent upon compliance.

F. Activities/Discharges Subject to other Applicable Regulations

This permit does not replace or satisfy any other applicable regulatory requirements that the applicant/permittee are subject to. The initiator of any controlled/regulated activity is the sole responsible party for obtaining authorization or permit coverage and for maintaining compliance with any applicable laws, regulations, or rules that may apply to permittee activities.

G. Continuation of the Expired General Permit

If this permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with the Administrative Procedure Act and remain in force and effect. If the permittee is granted permit coverage prior to the expiration date, the permittee will automatically remain covered by the continued permit until reissuance or replacement of this permit, at which time the permittee must comply with the conditions of Part II.C.2; or

1. Submit a Notice of Termination form;
2. Apply for coverage under an individual permit for the project's discharges; or
3. If the NDEQ determines a general permit will not be reissued, the permittee must seek coverage under an alternative general permit or an individual permit.

Part V. Termination, Transfer, or Reassignment of Permit Coverage

A. Notice of Termination Requirements

The permittee may only submit a Notice of Termination (NOT) after one or more of the following conditions have been met:

1. Final stabilization has been achieved on all portions of the site for which the permittee is responsible;
2. Another operator has assumed control according to Part V.C over all areas of the site that have not been finally stabilized;
3. Coverage under an individual or alternative general NPDES permit has been obtained; or
4. For residential construction only, temporary erosion protection has been completed and the residence has been reassigned to the homeowner.

The CSW-NOT must be submitted within 30 days of one of the above conditions being met. Authorization to discharge terminates according to the timeline and requirement of Part I.C.5 of this permit. The NOT form is available on the NDEQ website.

B. Submitting a Notice of Termination

It is the permittee's responsibility to submit a complete and accurate notice of termination (CSW-NOT) form obtained on the NDEQ website. If the NDEQ notified dischargers (either directly by public notice, or by making information available on the internet) of other CSW-NOT form options, the permittee may take advantage of those options to satisfy the requirements of Part V.

1. After one of more of the notice of termination requirements in Part V.A has been met, the permittee must submit the following information to the NDEQ:
 - a. The NPDES permit authorization number for the storm water discharge;
 - b. The basis for submission of the CSW-NOT, including: final stabilization has been achieved for all portions of the site for which the permittee is responsible; another operator/permittee has assumed control over all areas of the site that have not been finally stabilized; coverage under an alternative NPDES permit has been obtained; or for residential construction only, temporary erosion protection has been completed and the residence has been transferred to the homeowner;
 - c. The Owner's assignment for responsibility of maintenance of the post-construction BMPs must be identified.
 - d. The plans for training operators or maintenance staff of the post construction BMPs must be described.
 - e. The certifying official's legal name, address, email, and phone number;
 - f. The name of the project address (or a description of location if no street address is available), and county of the construction site for which the notification is submitted; and
 - g. A certification statement signed and dated by a certifying official.

C. Transfer of Permit

When responsibility for storm water discharges at a construction site changes from one entity to another, the permittee shall complete a CSW Transfer on the NDEQ website that is signed in accordance with Part VI.D.6 of this permit.

1. The Construction Storm Water transfer (CSW-Transfer), includes:
 - a. Permit certification number;
 - b. Name, location, and county for the construction site for which the CSW-Transfer is being submitted;
 - c. Identifying information for the new permittee;
 - d. Identifying information for the current permittee; and
 - e. Effective date of transfer.
2. Other Requirements of a Permit Transfer
 - a. If the storm water discharge, associated with construction activity, is covered by this permit then the new owner(s) shall comply with all terms and conditions of this permit.
 - b. A copy of any CSW permit authorizations (NOIs or NOTs) shall be included in the SWPPP.

- c. A CSW-NOI shall be submitted to the NDEQ by the new owner(s).
- d. For construction activity which is part of a larger common plan of development, if the permittee transfers ownership of all or any part of property subject to this permit, both the permittee and transferee shall be responsible for compliance with this permit for that portion of the project which has been transferred including when transferred property is less than one (1) acre in area.
- e. If the new owner(s) agree in writing to be solely responsible for compliance with this permit for the property that has been transferred, then the existing permittee(s) authorization shall be terminated.

Part VI. Standard Conditions and Requirements

These general conditions shall not preempt any more stringent requirements found elsewhere in this permit.

A. Other Conditions

1. Narrative limits

Discharges authorized under this permit:

- a. Shall not be toxic to aquatic life in surface Waters of the State;
- b. Shall not contain pollutants at concentrations or levels that produce objectionable films, colors, turbidity, deposits, or noxious odors in the receiving stream or waterway; and
- c. Shall not contain pollutants at concentrations or levels that cause the occurrence of undesirable or nuisance aquatic life in the receiving stream.

2. Inspection and Entry

The permittee shall allow the Director or their appointed representative, upon the presentation of his or her identification and at a reasonable time:

- a. To enter upon a permittee's premises where regulated construction activity is located or conducted, or records are required to be kept under the terms and conditions of this permit;
- b. To have access to and copy any records required to be kept under the terms and conditions of this permit;
- c. To inspect any facilities, equipment (including monitoring and control), practices or operations regulated or required in this permit; and
- d. To sample or monitor any substances or parameters at any location.

3. Changes in Discharge

Any revision in the size of construction activity (such as the addition of disturbed acres not previously identified under the original CSW-NOI form), which will result in new or substantially increased discharges of pollutants or a change in the nature of the discharge of pollutants must be reported by the permittee seven (7) calendar days prior to the expansion, increases or modifications by submitting a modification of the original form CSW-NOI or by submitting a new form CSW-NOI. Permit authorization may be modified or revoked and reissued as a result of this notification to maintain compliance with applicable state or federal regulations.

B. Procedures for Modification or Revocation

Permit modification or revocation will be conducted according to Title 119, Chapter 24. If there is evidence indicating that the storm water discharges authorized by this permit cause, have the reasonable potential to cause, or contribute to an excursion above any applicable water quality standard, you may be required to obtain an individual permit in accordance with Part IV.A of this permit, or the permit may be modified to include different limitations and /or requirements.

C. Timing of Permit Modification

The NDEQ may elect to modify the permit prior to its expiration (rather than waiting for the new permit cycle) to comply with any new statutory or regulatory requirements, such as for effluent limitation guidelines, which may be promulgated in the course of the current permit cycle.

D. Management Requirements

1. Duty to Comply

All authorized discharges shall be consistent with the terms and conditions of this permit. The permittee shall comply with all conditions of this permit. Failure to comply with these conditions may be grounds for administrative action or enforcement proceedings including injunctive relief and civil or criminal penalties. The filing of a request by the permittee for a permit modification, revocation and re-issuance, termination or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

2. Duty to Mitigate

The permittee shall take all reasonable steps to minimize, prevent, or correct any adverse impact to the environment resulting from noncompliance with this permit, including accelerated or additional monitoring as required by the NDEQ to determine the nature and impact of the noncompliant discharge.

3. Duty to Provide Information

The permittee shall furnish to the Department within seven (7) calendar days, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating permit coverage; or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records retained as a requirement of this permit.

4. Reporting Requirements

The permittee shall be responsible for reporting any instance of noncompliance with the terms and conditions of this permit in accordance with NDEQ Title 119, Chapter 14. In most instances, initial notification shall be made as soon as the permittee becomes aware of noncompliance. A written follow-up shall be submitted within five (5) days of reporting noncompliance. The submittal of a written noncompliance report does not relieve the permittee of any liability from enforcement proceedings that may result from the violation of permit or regulatory requirements. The written notice shall include, at a minimum:

- a. A description of the discharge and cause of noncompliance;
- b. The period of noncompliance, including exact date and times, or if not corrected, the anticipated time the noncompliance is expected to continue; and
- c. The steps taken to reduce, eliminate, and prevent the reoccurrence of noncompliance.

5. Proper Operation and Maintenance

The permittee shall, at all times, maintain in good working order and operate as efficiently as possible, any facilities or systems of control installed by the permittee in order to achieve compliance with the terms and conditions of this permit. This would include, but not be limited to, effective performance based on designed facility removals, effective management, adequate operator staffing and training, adequate laboratory and process controls, and adequate funding that reflects proper user fee schedules.

6. Signatory Requirements

All reports and applications required by this permit or submitted to maintain compliance with this permit shall be signed and certified as set forth in this section.

- a. Permit applications shall be signed by a certifying official that meets the following criteria:
 - 1) For a corporation: a responsible corporate officer;
 - 2) For a partnership or sole proprietorship: by a general partner or by the proprietor, respectively; or
 - 3) For a municipality, state, federal or other public facility: by either a principal executive officer or ranking elected official, chief executive officer of the agency, or senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
- b. The discharge monitoring reports (DMRs) and other information may be signed by the certifying official.
- c. The certifying official may be designated as or may designate an **authorized representative**. The authorized representative is responsible for the overall implementation of the SWPPP (i.e., the general contractor).

- d. Any change in the signatories shall be submitted to the Department, in writing, within seven (7) days after the change, but no later than with the submission of information required by the Department to be submitted while the new signatory has taken responsibility.
- e. All applications, reports, and information submitted as a requirement of this permit, shall contain the following certification statement:

"I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations."

E. Monitoring and Records Requirements

1. Monitoring

Routine periodic monitoring of storm water discharges is not required unless requested by the Department. Monitoring may be required by the Department for any of the following reasons:

- a. The identification of potential groundwater and/or surface water quality impacts to which the permittee may be contributing;
- b. The failure by the permittee to implement pollution prevention or pollution control procedures set forth in the SWPPP;
- c. The recognition of potential pollutant sources during site inspections or investigations; and/or
- d. To obtain information for watershed basin or industry group studies.

2. Retention of Records

The permittee shall retain records of all monitoring activities for a period of at least three (3) years as set forth in NDEQ Title 119, Chapter 14 001.02. The types of records that must be retained include, but are not limited to:

- a. Calibration and maintenance records;
- b. Original strip chart recordings;
- c. Copies of all reports required by this permit;
- d. Monitoring records and information; and
- e. Electronically readable data.

3. Record Contents

As set forth in NDEQ Title 119, Chapter 14, records of sampling or monitoring information shall include:

- a. The date(s), exact place, time, and methods of sampling or measurements;
- b. The name(s) of the individual(s) who performed the sampling or measurements;
- c. The date(s) the analyses were performed;
- d. The individual(s) who performed the analyses;
- e. The analytical techniques or methods used;
- f. The results of such analyses; and
- g. Laboratory data, bench sheets, and other required information.

F. General Requirements

1. Permit Attachments

The attachments to this permit (e.g., forms and guidance) may be modified without a formal modification to the permit.

2. Information Available

All permit applications, fact sheets, discharge data, monitoring reports, and any public comments concerning such shall be available to the public for inspection and copying, unless such information about methods or processes is entitled to protect as trade secrets of the owner and operator under Neb. Rev. Stat. §81-1527, (Cum. Supp. 1992) and NDEQ Title 115, Chapter 4.

3. Permit Actions

This permit may be modified, suspended, revoked or reissued, in part or in whole, in accordance with the regulations set forth in NDEQ Title 119, Chapter 24. In addition, this permit may be modified, revoked, and reissued to incorporate standards or limitations issued pursuant to Sections 301(b)(b)(c), 301(b)(b)(d), 304(b)(b), 306(a)(b), or 405(d) of the Clean Water Act and Public Law 100-4.

4. Property Rights

Coverage under this permit does not convey any property rights of any sort or any exclusive privileges nor does it authorize any damage to private property or any invasion of personal rights nor any infringement of federal, state, or local laws or regulations.

5. Severability

If any provision of this permit is held invalid, the remainder of this permit shall not be affected.

6. Other Rules and Regulations Liability

The issuance of this permit in no way relieves the obligation of the permittee to comply with other rules and regulations of the Department.

7. Penalties

Nothing in this permit shall preclude the initiation of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties under Section 311 of the Clean Water Act. Violations of the terms and conditions of this permit may result in the initiation of criminal and/or civil actions. Civil penalties can result in fines of up to \$10,000.00 per day (Neb. Rev. Stat. §81-1508, as amended to date). Criminal penalties for willful or negligent violations of this permit may result in penalties of \$10,000.00 per day or by imprisonment. Violations may also result in federal prosecution.

8. Electronic Reporting

The National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule requires electronic reporting of NPDES information rather than the currently required paper based reports from the permitted facilities. To comply with the federal rule, permittees will be required to submit NOIs, CSW-Transfers, and NOTs electronically on the NDEQ website.

Part VII. Definitions

Authorized Representative: Individual or position designated the certifying official to submit reports, notifications, or other information requested by the Director on behalf of the owner under the circumstances that the authorization is made in writing by the owner, the authorization specifies the individual or position that is duly authorized, and the authorization is submitted by the Director.

Best Management Practices (BMPs): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing degradation of surface water, including avoidance of impacts, construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.

Buffer: A 50 ft. buffer is required between construction activity and Waters of the United States. If the 50 ft. buffer is **infeasible**, then **BMPs** must achieve equivalent storm water treatment to the 50 ft. buffer.

Certifying Official:

- For a corporation, by a reasonable corporate officer, which means:
 - A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or
 - The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; the

manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- For a partnership or sole proprietorship: By a general partner or proprietor respectively
- For a municipality, state, federal, or other public agency:
 - By either a principal executive officer of the agency, or
 - A senior executive officer having responsibility for the operations of a principal geographic unit of the agency

Combined Sewer System (CSO): Defined as a collection system that collects both storm water and sanitary wastewater with outfalls directly discharging into Waters of the State.

Common Plan of Development or Sale: A contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement, or physical demarcation indicating that land-disturbing activities may occur.

Construction Activity: Includes large construction activity and small construction activity. This includes a disturbance to the land that results in a change in the topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated storm water runoff, leading to soil erosion and movement of sediment into waters of the state or urban drainage systems. Construction activity includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb one (1) acre or more and includes all areas of support activity.

Coverage: A permittee status of compliant operation under the terms and conditions of this general permit once a discharge authorization number has been obtained until that authorization is terminated.

Department: The Nebraska Department of Environmental Quality.

Dependent: Construction activity with direct relation to the stream such as bank stabilization, bridge construction activity, culvert construction, if the permittee is required to have a US Army Corps of Engineers 404 permit, etc.

Director: The Director of the Nebraska Department of Environmental Quality.

Discharge Authorization Number: A specific authorization number (NER 1xx xxx) issued to a specific permittee that meets the application requirements for coverage under this general permit.

Erosion Prevention: Measures employed to prevent sediment from moving from its existing location including but not limited to: soil stabilization practices, limited grading, mulch, temporary or permanent cover, and construction phasing.

Final Stabilization: Condition where all soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a minimum density of 70 percent of the native background vegetative cover has been established on all non-imperious surfaces and areas not covered by permanent structures unless equivalent permanent stabilization measures have been employed (e.g., riprap, gabions, or geotextiles).

Impervious Surface: A constructed hard surface that either prevents or retards the entry of water into the soil and caused water flow off the surface in greater quantities and at an increased rate of flow than prior to development (e.g., streets, sidewalks, parking lots, roofs, and in some cases highly compacted soil).

Infeasible: No technologically possible, or not economically practicable and achievable in light of best industry practices.

Large Construction Activity: This activity is the clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than five (5) acres of land or will disturb less than five (5) acres of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than five (5) acres. Large construction activity does not include routine

maintenance that is performed to maintain the original line and grade, hydraulic captivity, or original purpose of the site.

Municipal Separate Storm Sewer System (MS4): A separate storm water sewer system in urbanized cities and counties as having populations of 10,000 or greater as determined by the Bureau of Census 2010 Decennial Census.

National Pollutant Discharge Elimination System (NPDES): Program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits under the Clean Water Act (Sections 301, 318, 402, and 405) and CFR Title 33, Sections 1317, 1328, 1342, and 1345.

New Source: Any source, whose discharges are defined in 40 CFR 122.26(b)(14)(x) and (b)(15), that commences construction activity after the effective date of December 1, 2009.

Notice of Termination (CSW-NOT): Note to terminate coverage under this permit after construction is completed, the site has undergone final stabilization, and maintenance agreements for all permanent facilities have been established, in accordance with all applicable conditions of this permit.

Operator: Person (often the general contractor) designated by the owner, who has day-to-day operational control and/or the ability to modify project plans and specifications related to the SWPPP. The person shall be knowledgeable in those areas of the permit for which the operator is responsible.

Outfall: A discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants from construction activity are or may be discharged to waters of the state.

Owner: Person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease holder, the party or individual as the lease holder; or the contacting government agency responsible for the construction activity.

Permittee: Person(s), firm, or governmental agency or other institution that signs the application submitted to the Department and is responsible for compliance with the terms and condition of this permit.

Qualified Personnel: A person knowledgeable in the principles and practice of erosion and sediment controls that possesses the skills to implement and assess the effectiveness of any erosion and sediment control measures. The qualified personnel must possess the skills to assess conditions at the construction site that could impact storm water quality, and possess the skills to assess the effectiveness of any storm water controls selected and installed to meet the requirements of this permit.

Receiving Waters: A general term used to describe all waters of the state.

Responsible Corporate Officer: The owner or operator meeting either of the following conditions: A president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or the manager of one of more manufacturing, production, or operating facilities. Provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental law and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

Sediment Control: Methods employed to prevent sediment from leaving the construction site after it has eroded from its existing location. Sediment control practices include silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, and temporary or permanent sedimentation basins.

Silvicultural Discharges: "Silvicultural point source" means any discernible, confined, and discrete conveyance related to rock crushing, gravel washing, log sorting, or log storage facilities which are operated in connection with silvicultural activities and from which pollutants are discharges into waters of the state. The term does not include nonpoint source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and

fire control, harvesting operations, surface drainage, and road construction and maintenance from which there is natural runoff during precipitation events.

Small Construction Activity: This activity is the clearing, grading, and excavation that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres including disturbance of less than one acre of total land area that is part of a larger common plan of development of sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

Spill Prevention Control and Countermeasure Plan (SPCC): Federal regulation set forth in 40 CFR Part 112.1 requiring a SPCC plan to be developed for temporary or permanent facilities that store oil in vessels that have following storage capacity:

- A single above ground oil storage with 660 gallons or more capacity.
- Two or more above ground storage vessels with an aggregate of 1320 gallons or more capacity.
 - Include storage vessels stored above ground with a capacity of 55 gallons or more with the aggregate total capacity.
- Below ground oil storage vessels of 42,000 gallons or more.

For the SPCC, oil refers to any kind or in any form including, but not limited to, petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes.

Stabilized: Exposed ground surface has been covered by appropriate materials such as mulch, staked sod, riprap, wood fiber blanket, established grass bed, or other material that prevents erosion from occurring.

Steep Slope: Generally any slope greater than 15° or has significant potential for erosion.

Storm Water: Storm water runoff, snow melt runoff, and surface runoff and drainage.

Storm Water Pollution Prevention Plan (SWPPP): A plan for storm water discharge that includes erosion prevention measures and sediment controls that, when implemented, will decrease soil erosion on a parcel of land and decrease offsite, non-point source pollution.

Support Activity: Associated construction activity that is directly related to the construction site (such as disposal areas or borrow areas) required to have NPDES permit coverage for discharges of storm water that may be located on site or in a remote location, but is not a commercial operation serving multiple unrelated construction projects by different operators nor operates beyond the completion of the construction activity at the last construction project it supports.

Temporary Erosion Protection: Methods employed to temporarily prevent erosion during the construction sequence or while final stabilization is being established. Examples of temporary erosion protection include: straw, mulch, wood chips, and erosion netting.

Total Maximum Daily Load (TMDL): The sum of the individual wasteload allocations (WLAs) for point sources and load (load allocations) for nonpoint sources and natural background levels for a specific pollutant. The Department establishes TMDLs that are expressed in terms of either mass per unit of time, relative level of toxicity, or other appropriate measure.

Toxic Pollutant: Pollutants or combination of pollutants, including disease-causing agents, after discharge and upon exposure, ingestion, inhalation, or assimilation into an organism, either directly from the environment or indirectly by ingestion through food chains will, on the basis of information available to the Department, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunction (including malfunctions in reproduction) or physical deformations, in such organisms or their offspring.

Waters of the State: All waters within the jurisdiction of this state including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, situated wholly or partly within or bordering upon the state.

Reference List A: Abbreviations

BMP: Best Management Practice(s)

CFR: Code of Federal Regulations

CSO: Combined Sewer Overflow

CSW: Construction Storm Water

CSW-NOI: Notice of Intent

CSW-NOT: Notice of Termination

NDEQ: Nebraska Department of Environmental Quality

NDEQ Title 115: NDEQ Title 115 – *Rules of Practice and Procedure*

NDEQ Title 117: NDEQ Title 117 – *Nebraska Surface Water Quality Standards*

NDEQ Title 118: NDEQ Title 118 – *Ground Water Quality Standards and Use Classification*

NDEQ Title 119: NDEQ Title 119 – *Rules and Regulations Pertaining to the Issuance of Permits under the National Pollutant Discharge Elimination System*

NDEQ Title 126: NDEQ Title 126 – *Rules and Regulations Pertaining to the Management of Wastes*

NDEQ Title 132: NDEQ Title 132 – *Integrated Solid Waste Management Regulations*

SPCC: Spill Prevention, Control, and Countermeasures

SWPPP: Storm Water Pollution Prevention Plan

TMDL: Total Maximum Daily Load

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Appendix A

Conditions Applicable to all NPDES Permits

The following conditions apply to all NPDES permits:

1. Information Available

All permit applications, fact sheets, permits, discharge data, monitoring reports, and any public comments concerning such shall be available to the public for inspection and copying, unless such information about methods or processes is entitled to protection as trade secrets of the owner or operator under Neb. Rev. Stat. §81-1527, (Reissue 1999) and NDEQ Title 115, Chapter 4.

2. Duty to Comply

- a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Federal Clean Water Act and the Applicable State Statutes and Regulations and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.
- b. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.

3. Violations of this Permit

- a. Any person who violates this permit may be subject to penalties and sanctions as provided by the Clean Water Act.
- b. Any person who violates this permit may be subject to penalties and sanctions as provided by the Nebraska Environmental Protection Act.

4. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit.

5. Need to Halt or Reduce Activity not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

7. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes effective performance based on designed facility removals, effective management, adequate operator staffing and training, adequate process controls, adequate funding that reflects proper user fee schedules, adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary

facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of this permit.

8. Permit Actions

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

9. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

10. Duty to Provide Information

The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Director upon request, copies of records required to be kept by this permit.

11. Inspection and Entry

The permittee shall allow the Director, or an authorized representative (including an authorized contractor acting as a representative of the Administrator), upon presentation of credentials and other documents as may be required by law, to:

- a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

12. Monitoring and Records

- a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.
- c. Records of monitoring information shall include:
 - i) The date(s), exact place, time and methods of sampling or measurements;
 - ii) The individual(s) who performed the sampling or measurements;
 - iii) The date(s) analyses were performed;
 - iv) The individual(s) who performed the analyses;
 - v) The analytical techniques or methods used; and

- vi) The results of such analyses.
- d. Monitoring must be conducted according to test procedures approved under NDEQ Title 119, Chapter 27 002 unless another method is required under 40 CFR Subchapters N – Effluent Guidelines and Standards Parts 425 to 471 or O – Sewer Sludge Parts 501 and 503.
- e. Falsifies, Tampers, or Knowingly Renders Inaccurate
 - i) On actions brought by EPA, the Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction: be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.
 - ii) On action brought by the State, The Nebraska Environmental Protection Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished pursuant to Neb. Stat. §81-1508.01.

13. Signatory requirements

- a. All applications, reports, or information submitted to the Director shall be signed and certified.
 - i) All permit applications shall be signed as follows:
 - (a) For a corporation
 - (i) By a responsible corporate officer: For the purpose of this section, a responsible corporate officer means:
 - (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
 - (b) The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (b) For a partnership or sole proprietorship
 - (i) By a general partner or the proprietor.
 - (c) For a municipality, State, Federal, or other public agency
 - (i) By either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
 - (a) The chief executive officer of the agency, or
 - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).
- b. Reports and Other Information
 - i) All reports required by permits, and other information requested by the Director shall be signed by a person described in this section [paragraphs 13. a. i) (a),(b), or (c)], or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- (a) The authorization is made in writing by a person described in paragraphs 13. a. i) (a),(b), or (c);
- (b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company, (a duly authorized representative may thus be either a named individual or any individual occupying a named position) and;
- (c) The written authorization is submitted to the Director.

c. Changes to Authorization

If an authorization of paragraphs 13. a. i) (a),(b), or (c) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of this section must be submitted to the Director prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Certification

All applications, reports and information submitted as a requirement of this permit shall contain the following certification statement:

- i) I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

e. False Statement, Representation, or Certification

- i) The CWA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- ii) The Nebraska Environmental Protection Act provides criminal penalties and sanctions for false statement, representation, or certification in any application, label, manifest, record, report, plan, or other document required to be filed or maintained by the Environmental Protection Act, the Integrated Solid Waste Management Act, the Livestock Waste Management Act or the rules or regulations adopted and promulgated pursuant to such acts.

14. Reporting Requirements

a. Planned Changes

- i) The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:
 - (a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in NDEQ Title 119, Chapter 4 and 8.
 - (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under NDEQ Title 119, Chapter 15.
 - (c) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions

that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. The sludge program is not delegated to the State so notification to the EPA Regional Administrator in addition to the State is required.

b. Anticipated Noncompliance

The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

c. Transfers

This permit is not transferable to any person except after notice to the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under NDEQ Title 119, Chapter 24 in some cases, modification or revocation and reissuance is mandatory.

d. Monitoring Reports

- i) Monitoring results shall be reported at the intervals specified elsewhere in this permit.
- ii) Monitoring results must be reported on a Discharge Monitoring Report (DMR) or forms provided or specified by the Director.
- iii) Monitoring results shall be submitted on a quarterly basis using the reporting schedule set forth below, unless otherwise specified in this permit or by the Department.

Monitoring Quarters

January - March
April - June
July - September
October - December

DMR Reporting Deadlines

April 28
July 28
October 28
January 28

- iv) For reporting results of monitoring of sludge use or disposal practices
- v) Additional reports may be required by the EPA Regional Administrator.
- vi) If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved in NDEQ Title 119, Chapter 27 002, or another method required for an industry-specific waste stream under 40 CFR Subchapters N – Effluent Guidelines and Standards Parts 425 to 471 and O – Sewer Sludge Parts 501 and 503, the results of such monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Director or EPA Regional Administrator.
- vii) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Director in the permit.

e. Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

f. Twenty-four Hour Reporting

- i) The permittee shall report any noncompliance which may endanger human health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

- ii) The following shall be included as information which must be reported within 24 hours under this paragraph.
 - (a) Any unanticipated bypass which exceeds any effluent limitation in this permit.
 - (b) Any upset which exceeds any effluent limitation in this permit.
 - (c) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the permit to be reported within 24 hours.
- g. The Director may waive the written report on a case-by-case basis for reports under section 14. f. ii) (a), (b) and (c) if the oral report has been received within 24 hours.
- h. Other noncompliance

The permittee shall report all instances of noncompliance not reported under paragraphs d., e., and f. of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph f. of this section.
- i. Other information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.
- j. Noncompliance Report Forms
 - i) Noncompliance Report Forms are available from the Department and shall be submitted with or as the written noncompliance report.
 - ii) The submittal of a written noncompliance report does not relieve the permittee of any liability from enforcement proceedings that may result from the violation of permit or regulatory requirements.

15. Bypass

- a. Definitions
 - i) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
 - ii) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- b. Bypass Not Exceeding Limitations

The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs 15.c. and d. of this section.
- c. Notice
 - i) Anticipated Bypass

If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
 - ii) Unanticipated Bypass

The permittee shall submit notice of an unanticipated bypass as required in paragraph 14.f. of this section (24-hour notice).
- d. Prohibition of Bypass

Bypass is prohibited, and the Director may take enforcement action against a permittee for bypass, unless:

- i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - iii) The permittee submitted notices as required under paragraph 15.c. of this section.
- e. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above in paragraph 15.d.

16. Upset

a. Definition

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b. Effect of an Upset

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph 16.c. of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c. Conditions Necessary for a Demonstration of Upset.

A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- i) An upset occurred and that the permittee can identify the cause(s) of the upset;
- ii) The permitted facility was at the time being properly operated;
- iii) The permittee submitted notice of the upset as required in paragraph 14.f. ii) (a), of this section (24-hour notice).
- iv) The permittee complied with any remedial measures required under paragraph (d) of this section.

d. Burden of Proof

In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

17. Other Rules and Regulations Liability

The issuance of this permit in no way relieves the obligation of the permittee to comply with other rules and regulations of the Department.

18. Severability

If any provision of this permit is held invalid, the remainder of this permit shall not be affected.

19. Other Conditions that Apply to NPDES and NPP Permits

a. Land Application of Wastewater Effluent

The permittee shall be permitted to discharge treated domestic wastewater effluent by means of land application in accordance with the regulations and standards set forth in NDEQ Title 119, Chapter 12 002.

The Wastewater Section of the Department must be notified in writing if the permittee chooses to land apply effluent.

b. Toxic Pollutants

The permittee shall not discharge pollutants to waters of the state that cause a violation of the standards established in NDEQ Titles 117, 118 or 119. All discharges to surface waters of the state shall be free of toxic (acute or chronic) substances which alone or in combination with other substances, create conditions unsuitable for aquatic life outside the appropriate mixing zone.

c. Oil and Hazardous Substances/Spill Notification

Nothing in this permit shall preclude the initiation of any legal action or relieve the permittee from any responsibilities, liabilities or penalties under section 311 of the Clean Water Act. The permittee shall conform to the provisions set forth in NDEQ Title 126, Rules and Regulations Pertaining to the Management of Wastes. If the permittee knows, or has reason to believe, that oil or hazardous substances were released at the facility and could enter waters of the state or any of the outfall discharges authorized in this permit, the permittee shall immediately notify the Department of a release of oil or hazardous substances. During Department office hours (i.e., 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays), notification shall be made to the Nebraska Department of Environmental Quality at telephone numbers (402) 471-2186 or (877) 253-2603 (toll free). When NDEQ cannot be contacted, the permittee shall report to the Nebraska State Patrol for referral to the NDEQ Immediate Response Team at telephone number (402) 471-4545. It shall be the permittee's responsibility to maintain current telephone numbers necessary to carry out the notification requirements set forth in this paragraph.

d. Removed Substances

- i) Solids, sludge, filter backwash or other pollutants removed in the course of treatment or control of wastewater shall be disposed of at a site and in a manner approved by the Nebraska Department of Environmental Quality.
 - (a) The disposal of nonhazardous industrial sludges shall conform to the standards established in or to the regulations established pursuant to 40 CFR Part 257.
 - (b) The disposal of sludge shall conform to the standards established in or to the regulations established pursuant to 40 CFR Part 503.
 - (c) If solids are disposed of in a licensed sanitary landfill, the disposal of solids shall conform to the standards established in NDEQ Title 132.
- ii) Publicly owned treatment works shall dispose of sewage sludge in a manner that protects public health and the environment from any adverse effects which may occur from toxic pollutants as defined in Section 307 of the Clean Water Act.
- iii) This permit may be modified or revoked and reissued to incorporate regulatory limitations established pursuant to 40 CFR Part 503.

e. Representative Sampling

- i) Samples and measurements taken as required within this permit shall be representative of the discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water, or substance. Monitoring points shall not be changed without notification to the Department and with the written approval of the Director.
- ii) Composite sampling shall be conducted in one of the following manners;
 - (a) Continuous discharge - a minimum of one discrete aliquot collected every three hours,
 - (b) Less than 24 hours - a minimum of hourly discrete aliquots or a continuously drawn sample shall be collected during the discharge, or

- (c) Batch discharge - a minimum of three discrete aliquots shall be collected during each discharge.
 - (d) Composite samples shall be collected in one of the following manners:
 - (i) The volume of each aliquot must be proportional to either the waste stream flow at the time of sampling or the total waste stream flow since collection of the previous aliquot,
 - (ii) A number of equal volume aliquots taken at varying time intervals in proportion to flow,
 - (iii) A sample continuously collected in proportion to flow, and
 - (e) Where flow proportional sampling is infeasible or non-representative of the pollutant loadings, the Department may approve the use of time composite samples.
 - (f) Grab samples shall consist of a single aliquot collected over a time period not exceeding 15 minutes.
- iii) All sample preservation techniques shall conform to the methods adopted in NDEQ Title 119, Chapter 21 006 unless:
- (a) In the case of sludge samples, alternative techniques are specified in 40 CFR Part 503, or
 - (b) Other procedures are specified in this permit.
- iv) Flow Measurements
- Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be used to insure the accuracy and reliability of measurements. The devices shall be installed, calibrated and maintained to insure the accuracy of the measurements. The accepted capability shall be consistent with that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of +/- 10%. The amount of deviation shall be from the true discharge rates throughout the range of expected discharge volumes. Guidance can be obtained from the following references for the selection, installation, calibration and operation of acceptable flow measurement devices:
- (a) "Water Measurement Manual," U.S. Department of the Interior, Bureau of Reclamation, Third Edition, Revised Reprint, 2001.
(Available online at <http://www.usbr.gov/tsc/techreferences/mands/wmm/index.htm>)
 - (b) "NPDES Compliance Flow Measurement Manual," U.S. Environmental Protection Agency, Office of Water Enforcement, Publication MCD-77, September 1981, 147 pp.
(Available online at <http://www.epa.gov/nscep>, and enter 'NPDES Compliance Flow Measurement Manual, Publication MCD-77' in the search box)
- f. Changes of Loadings to Publicly Owned Treatment Works (POTWs)
- All POTWs must provide adequate notice to the Director of the following:
- i) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to NDEQ Title 119, Chapter 26, if it were directly discharging those pollutants;
 - ii) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
 - iii) For purposes of this paragraph, adequate notice shall include information on the quality and quantity of effluent introduced into the POTW, and any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

20. Definitions

Administrator: The Administrator of the USEPA.

Aliquot: An individual sample having a minimum volume of 100 milliliters that is collected either manually or in an automatic sampling device.

Annually: Once every calendar year.

Authorized Representative: Individual or position designated the authorization to submit reports, notifications, or other information requested by the Director on behalf of the Owner under the circumstances that the authorization is made in writing by the Owner, the authorization specifies the individual or position who is duly authorized, and the authorization is submitted to the Director.

Bimonthly: Once every other month.

Biosolids: Sewage sludge that is used or disposed through land application, surface disposal, incineration, or disposal in a municipal solid waste landfill.

Biweekly: Once every other week.

Bypass: The intentional diversion of wastes from any portion of a treatment facility.

Certifying Official: See Section 13, Standard Conditions above.

Daily Average: An effluent limitation that cannot be exceeded and is calculated by averaging the monitoring results for any given pollutant parameter obtained during a 24-hour day.

Department: Nebraska Department of Environmental Quality.

Director: The Director of the Nebraska Department of Environmental Quality.

Industrial Discharge: Wastewater that originates from an industrial process and / or is noncontact cooling water and / or is boiler blowdown.

Industrial User: A source of indirect discharge (a pretreatment facility).

Monthly Average: An effluent limitation that cannot be exceeded. It is calculated by averaging any given pollutant parameter monitoring results obtained during a calendar month.

Operator: A person (often the general contractor) designated by the owner who has day to day operational control and/or the ability to modify project plans and specifications related to the facility.

Owner: A person or party possessing the title of the land on which the activities will occur; or if the activity is for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the activity.

Outfall: A discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or may be discharged into Waters of the State.

Passive Discharge: A discharge from a POTW that occurs in the absence of an affirmative action and is not authorized by the NPDES permit (e.g. discharges due to a leaking valve, discharges from an overflow structure) and / or is a discharge from an overflow structure not designed as part of the POTW (e.g. discharges resulting from lagoon berm / dike breaches).

Publicly Owned Treatment Works (POTW): A treatment works as defined by Section 212 of the Clean Water Act (Public Law 100-4) which is owned by the state or municipality, excluding any sewers or other conveyances not leading to a facility providing treatment.

Semiannually: Twice every year.

Significant Industrial User (SIU): All industrial users subject to Categorical Pretreatment Standards or any industrial user that, unless exempted under Chapter 1, Section 105 of NDEQ Title 119, discharges an average of 25,000 gallons per day or more of process water; or contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW; or is designated as such by the Director on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any National Pretreatment Standard or requirement.

Sludge: Any solid, semisolid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility or any other such waste having similar characteristics and effect.

30-Day Average: An effluent limitation that cannot be exceeded. It is calculated by averaging any given pollutant parameter monitoring results obtained during a calendar month.

Total Toxic Organics (TTO): The summation of all quantifiable values greater than 0.01 milligrams per liter (mg/l) for toxic organic compounds that may be identified elsewhere in this permit. (If this term has application in this permit, the list of toxic organic compounds will be identified, typically in the Limitations and Monitoring Section(s) and/or in an additional Appendix to this permit.)

Toxic Pollutant: Those pollutants or combination of pollutants, including disease causing agents, after discharge and upon exposure, ingestion, inhalation or assimilation into an organism, either directly from the environment or indirectly by ingestion through food chains will, on the basis of information available to the administrator, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunction (including malfunctions in reproduction), or physical deformations in such organisms or their offspring.

Upset: An exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities, or improper operation and maintenance or lack thereof.

Volatile Organic Compounds (VOC): The summation of all quantifiable values greater than 0.01 milligrams per liter (mg/l) for volatile, toxic organic compounds that may be identified elsewhere in this permit. (See the definition for Total Toxic Organics above. In many instances, VOCs are defined as the volatile fraction of the TTO parameter. If the term VOC has application in this permit, the list of toxic organic compounds will be identified, typically in the Limitations and Monitoring Section(s) and/or in an additional Appendix to this permit.)

Waters of the State: All waters within the jurisdiction of this state including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, situated wholly or partly within or bordering upon the state.

Weekly Average: An effluent limitation that cannot be exceeded. It is calculated by averaging any given pollutant parameter monitoring results obtained during a fixed calendar week. The permittee may start their week on any weekday but the weekday must remain fixed. The Department approval is required for any change of the starting day.

"X" Day Average: An effluent limitation defined as the maximum allowable "X" day average of consecutive monitoring results during any monitoring period where "X" is a number in the range of one to seven days.

21. Abbreviations

CFR: Code of Federal Regulations

kg/Day: Kilograms per Day

MGD: Million Gallons per Day

mg/L: Milligrams per Liter

NOI: Notice of Intent

NDEQ: Nebraska Department of Environmental Quality

NDEQ Title 115: Rules of Practice and Procedure

NDEQ Title 117: Nebraska Surface Water Quality Standards

NDEQ Title 118: Ground Water Quality Standards and Use Classification

NDEQ Title 119: Rules and Regulations Pertaining to the Issuance of Permits under the National Pollutant Discharge Elimination System

NDEQ Title 126: Rules and Regulations Pertaining to the Management of Wastes

NDEQ Title 132: Integrated Solid Waste Management Regulations

NPDES: National Pollutant Discharge Elimination System

NPP: Nebraska Pretreatment Program

POTW: Publicly Owned Treatment Works

µg/L: Micrograms per Liter

WWTF: Wastewater Treatment Facility

Appendix B – List of MS4s in the State of Nebraska

MS4		Contact information
Traditional MS4s		
Cities	City of Beatrice	James Burroughs City Engineer 205 N 4 th St. Beatrice, NE 68310 (402) 228-5208 jburroughs@beatrice.ne.gov
	City of Bellevue	Dan Berlowitz City Administrator 210 W. Mission Ave. Bellevue, NE 68005 (402) 293-3021 dan.berlowitz@bellevue.net
	Village of Boys Town	Scott Kardell Director of Facilities 355 McBreen Circle Boys Town, NE 68010 (402) 498-1138
	City of Columbus	Michael Middendorf Engineering Department 2424 14 th Street Columbus, NE 68601 (402) 562-4237 OR 562-4235 mmidden@columbusne.us
	City of Dakota City	See South Sioux City
	City of Fremont	Justin Zetterman Public Works Department 400 E. Military Avenue, 3rd Floor Fremont, NE 68025 (402) 727-2636 justin.zetterman@fremontne.gov
	City of Grand Island	Terry A. Brown Assistant Public Works Director 100 E. First Street Grand Island, NE 68801-1968 (308) 385-5444 Ext. 260
	City of Hastings	Deb Bergman Engineering Department 220 N. Hastings Ave. Hastings, NE 68901 (402) 461-2339 dbergman@cityofhastings.org
	City of Kearney	Dan Lillis Engineering Department 1919 15 th Avenue Kearney, NE 68845 (308) 233-3273 dlillis@kearneygov.org
	City of La Vista	John M. Kottmann, P.E. City Engineer 9900 Portal Road City of La Vista, NE 68128 (402) 331-8927 jkottmann@cityoflavista.org
	City of Lexington	Bill Brecks Building Inspection/Planning/Zoning PO Box 70 Lexington, NE 68850 (308) 324-2341 bbrecks@cityoflex.com
	City of Lincoln	Ben Higgins Watershed Management 555 South 10 th Street, Suite 203 Lincoln, NE 68508 (402) 441-7589 bhiggins@lincoln.ne.gov
	City of Norfolk	Trent Howard Prevention Bureau 127 N. 1 st Street Norfolk, NE 68701 (402) 844-2060 thoward@ci.norfolk.ne.us

	City of North Platte	Thomas Werblow North Platte Engineering Dept. 211 West Third Street North Platte, NE 69101 (308) 535-6724 WerblowTC@ci.north-platte.ne.us
	City of Omaha	James Kee, Jr. City of Omaha – Environmental Services Stormwater Program 5600 S. 10 th Street Omaha, NE 68107 (402) 444-3915 Ext. 238 jkee@ci.omaha.ne.us
	City of Papillion	Marty Leming Public Works Director 9909 Portal Rd Papillion, NE 68046 (402) 597-2043 mleming@papillion.org
	City of Ralston	Dan Freshman Public Works Department 5500 S. 77 th Street Ralston, NE 68127 (402) 331-6677 Ext. 1310 dfreshman@cityofralston.com
	City of Scottsbluff	Leann Sato City of Scottsbluff – Stormwater Program 2525 Circle Drive Scottsbluff, NE 69361 (308) 630-8011 lsato@scottsbluff.org
	City of South Sioux City	Derek Morris Public Works Department 125 East 26 th Street South Sioux City, NE 68776 (402) 494-7534 stormwater@southsiouxcity.org
Counties	Dakota County	See South Sioux City
	Douglas County	Kent Holm Environmental Services 3015 Menke Circle Omaha, NE 68134 (402) 444-6181 kent.holm@douglascounty-ne.gov
	Sarpy County	Sarpy County Administration 1210 Golden Gate Drive, Suite 1126 Papillion, NE 68046 (402) 593-2347 markw@sarpy.com
Non-Traditional MS4s		
Nebraska Department of Roads		Not applicable
NDOR is a permitted MS4 for properties or locations owned by NDOR within all regulated (permitted) MS4s		
University of Nebraska - Lincoln	Brenda K. Osthus, Director Environmental Health & Safety University of Nebraska-Lincoln 3630 East Campus Loop Lincoln, NE 68583-0824 (402) 472-2925	
Offutt Air Force Base	Andrew Heuerman 55 CES/CEVC Environmental Management Flight/ Storm Water 106 Peacekeeper Drive, STE 2N3 Offutt AFB, NE 68113-4019 402-232-5876 Andrew.heuerman@us.af.mil	



Construction Storm Water Notice of Intent (CSW-NOI)

Readiness to Apply (Circle "yes" or "no" as it applies to this project)

Does a reasonable potential exist for permit authorization to be limited? [Part I.C.3] **YES NO**

If the answer to this question is Yes, contact NDEQ at 402-471-4220 before proceeding with this CSW-NOI.

Storm water Pollution Prevention Plan (SWPPP) Part III

- | | | |
|--|------------|-----------|
| a. Has a Storm Water Pollution Prevention Plan been developed for this project? | YES | NO |
| b. Has a qualified individual [Part III A] prepared the SWPPP ? | YES | NO |

Has the following been incorporated into the SWPPP?

- | | | |
|--|------------|-----------|
| c. Site and activity descriptions as per Part III.B; | YES | NO |
| d. Sediment and pollution control measures and record keeping as per Part III.C; | YES | NO |
| e. Erosion prevention measures and record keeping as per Part III.C; | YES | NO |
| f. Inspections, maintenance of BMPs and associated record keeping as per Part III.E, I-J; | YES | NO |
| g. Final stabilization addressed as per Part III.M; | YES | NO |
| h. Does the SWPPP include documentation supporting a determination of permit eligibility with regards to endangered and threatened species and critical habitat?
(Guidance is available on the NDEQ website: www.deq.state.ne.us) | YES | NO |

If any questions in Storm Water Pollution Prevention Plan (SWPPP), "a – h" above, have been answered No, complete those requirements before proceeding with this CSW-NOI.

A. Construction Site Description

- a. **Project Name:** _____
- b. **Physical Address and County** (Indicate general location description if no address is available):

- c. **Project Type:** Residential ____ Commercial/Industrial ____ Linear ____ Other _____
- d. **Project Size:** Total Area (acres): _____ Area to be disturbed (acres): _____
- e. **Identify surface waters within ½ mile of project boundary that will received storm water or discharge from permanent storm water management system.**

- f. **Name of Receiving Waters** (Add attachments if more than two (2) bodies of water and/or Outfalls): _____
Waterbody Type _____ (ditch, pond, stream, river etc.).

- g. **Legal Description ⁽¹⁾:** _____ Quarter of the _____ Quarter,
 _____ Section _____, Township _____ N, Range _____ (E or W)

(1) Applicants may enter a legal description in terms other than those requested. For example: N1/2, Section 8, Township 8 N, Range 6 W.

- h. Include a general location map with enough detail to identify the location of the construction site and waters of the state within one mile of the site. Has the map been included? **YES** **NO**
 (e.g., USGS 7.5 minute quad map, a portion of a city or county map, or equivalent map)

- i. **SWPPP Designer, company, address and phone number:**

_____	_____
First and Last Name	Company Name
_____	_____
Mailing Address	City, State, Zip Code
_____	_____
Phone Number	Email

- j. **SWPPP Location:**

- k. **Project start date** (approximate): _____

- l. **Project end date** (estimated): _____

- m. List any state or federally-listed threatened or endangered species, or state or federally-designated critical habitat that is in your project area to be covered by this permit.

- n. For sites previously authorized under a Construction Storm Water (CSW) permit **and** undergoing a transfer of **owner and / or certifying official**. List the previous NPDES CSW Permit Number:

NER 1 _____.

B. Certification

The appropriate individuals must sign information submitted on this **CSW-NOI** form as required in **NPDES** General Permit NER110000 Part VI.D.6, and below or the application will not be authorized. If more than one certifying official, submit multiple copies of the following information.

All permit applications shall be signed as per Title 119, Chapter 13 *Applications; Signatories* as follows:

002.01 For a corporation. By a **Responsible Corporate Officer**, which means:

- A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or
- The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

002.02 For a partnership or sole proprietorship: By a general partner or proprietor, respectively.

002.03 For a municipality, State, Federal, or other public agency.

- By either a principal executive officer of the agency, or
- A senior executive officer having responsibility for the operations of a principal geographic unit of the agency.

Certifying Official:

"I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Certifying Official / Date: _____ / _____

Certifying Official, company name, address, and phone number:

First and Last Name

Company Name/Applicant

Phone Number

Title

Mailing Address

City, State, Zip Code

Certifying Official #2 (optional)/ Date: _____ / _____

Certifying Official #2, company name, address, and phone number:

First and Last Name

Company Name/Applicant

Phone Number

Title

Mailing Address

City, State, Zip Code

Authorized Representative, company name, address, and phone number:

First and Last Name

Company Name

Phone Number

Title

Mailing Address

City, State, Zip Code

Submit this form to:

Water Quality Division
Storm Water
 Suite 400, The Atrium
 1200 'N' Street
 PO Box 98922
 Lincoln NE 68509-8922



Nebraska Department of Environmental Quality

Construction Storm Water Notice of Transfer (CSW-Transfer)

These prerequisite requirements must be completed prior to completing the CSW-TRANSFER form.

1. Transfer Prerequisites:

- a. Has the current **owner** and/or **permittee** of the **Construction Activity** provided the new **owner** and/or **permittee** with a copy of the **NPDES** General Permit Number NER110000? YES NO
- b. Has the new **owner** and/or **permittee** been made aware that they must submit a Notice of Intent (CSW-NOI) to the **Department** and a copy of the CSW-NOI to the Municipality within whose jurisdiction they are located? (See Appendix B for a list of municipalities to whom this is relevant) YES NO
- c. Has the new owner and/or permittee been made aware of their responsibility to fulfill all requirements of the permit? YES NO
- d. Have all violations (if any) of this permit authorization been disclosed to the new **owner** and/or **permittee**? YES NO

If "NO" has been answered to any of the above, fulfill these requirements before submitting the completed CSW-TRANSFER.

2. Permit & Property Description for Transfer

- a. **Construction Storm water General Permit Authorization Number** site is currently operating under: NER1 ____ .
- b. **Current Project Name** (as submitted on the CSW-NOI):

- c. **Transfer Portion Information** - Identification of the transferred portion of the property (such as a single lot, lot size, lot number, utility right of way, easement, etc.):

- d. **Property Transfer Size:** Total Acres _____; Acres remaining after transfer: _____
- e. **Current Applicant Name:** _____
Certifying Official Name: _____
(These must be the same as on the original CSW-NOI listed in 2.a, b above)
- f. **Mailing Address:** _____

Telephone Number:(_____)_____ **(optional) E-Mail:**_____
- g. **Effective Date of Property Transfer:** _____

3. New Information for Portion of Site Transferred

The Certifying Official shall provide the **Department** and the Municipality within which they operate copies of this form with the following Project Information:

a. **New Project Name:** _____

b. **New Owner and/or Permittee Information:**

1) **Company Name:** _____

2) **Certifying Official Name**_____

3) **Certifying Official's Title**_____

4) **Mailing Address**_____

5) **Telephone Number:** (____)_____, **E-Mail**_____(optional)

c. **Signatures:**

For an **permittee** transferring authorization of any portion of the **Construction Activity** to a new **permittee**:

1) **Current Certifying Official** / Date:_____ / _____

2) **New Certifying Official** / Date:_____ / _____

I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Submit this form to:

Water Quality Division
Storm Water
 Suite 400, The Atrium
 1200 'N' Street
 PO Box 98922
 Lincoln NE 68509-8922

Both parties must keep copies of this form. The party from whom the authorization is transferred must submit the original *CSW-TRANSFER* to the **Department** and the Municipality within which the construction project is located (see *Appendix B* for a list of municipalities). Also give the new holder of the authorization a copy of the *CSW-TRANSFER*.



Construction Storm Water Notice of Termination (CSW-NOT)

1. Termination Prerequisites

- a. Have the **final stabilization** requirements been met on the entire site? [See Part III.M]; **YES** **NO**
- b. Has the entire **Construction Activity** been transferred to another **operator/permittee** who has received authorization under the conditions of a **NPDES** permit for **Storm Water** runoff? [See Part V] **OR** has coverage under an alternative NPDES permit been obtained by the same **operator/permittee**? **YES** **NO**

What is the alternative **NPDES** Permit Number? NER____

*If any of the termination prerequisite questions are answered **Yes**, complete the remaining **NOT** form.*

Construction Storm Water – Notice of Termination (CSW - NOT)

2. Project Information

NPDES General Permit Number: **NER110000** Permit Authorization Number: NER_____

Project Name (from original CSW-NOI): _____

3. Signature

*The appropriate individuals must sign information submitted on this **CSW-NOT** form as required in **NPDES** General Permit NER110000 Part VI.D.6 or the authorization will not be terminated.*

Certifying Official Signature

 Date

 Print **Certifying Official** Signature

Submit this form to:

Water Quality Division
Storm Water
 Suite 400, The Atrium
 1200 'N' Street
 PO Box 98922
 Lincoln NE 68509-8922
 Telephone. 402/471-4220
 Fax: 402/471-2909

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PCWP General Grading Permit Terms

PART I. COVERAGE UNDER THIS PERMIT

A. Introduction

Urban development causes significant changes in patterns of **stormwater** flow from land into **receiving waters**. Water quality can be affected when runoff carries sediment or other pollutants (e.g., waste materials, demolition debris, etcetera) into streams, wetlands, and lakes or into ground water. Stormwater management can help reduce these effects. Stormwater management involves careful application of site design principles, construction techniques to prevent sediments and other pollutants from entering surface and ground water, source controls, and treatment of runoff to reduce pollutants and the impact of altered hydrology. The goal of this permit is to reduce or eliminate stormwater pollution from **construction activity** in the **Papillion Creek Watershed Partnership (PCWP)** jurisdictions by requiring implementation of appropriate pollution control practices to protect water quality.

The Papillion Creek Watershed Partnership (PCWP) was created in 2001 with the mission to address issues related to surface water and stormwater quantity and quality in the Watershed by establishing goals and standards common to the region for development. One of the Partnership's goals is the standardization of the construction site soil **erosion prevention** and **sediment control** procedures and requirements. The PCWP is made up of the cities of Omaha, Bellevue, Boys Town, Gretna, La Vista, Papillion and Ralston; Sarpy County; and the Papio-Missouri River Natural Resources District (**PMNRD**).

B. Permit Area

This permit provides **coverage** for construction and **support activity** within the Papillion Creek Watershed Partnership (PCWP) jurisdictions.

C. Eligibility

This permit is required and limited to stormwater discharges associated with construction that causes land disturbance of equal to or greater than one acre, and less than one acre if part of a larger **common plan of development or sale**.

1. Allowable Stormwater Discharges

- a. Discharges are subject to the specific terms and conditions of the permit.
- b. This permit authorizes discharges of stormwater from construction and support activity to the **municipal separate storm sewer system (MS4)** and the **combined sewer system (CSS)** within the PCWP jurisdictions.
- c. Discharges from support activities (e.g. concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) are permitted provided:

- 1) It is directly related to the construction site required to obtain a Grading Permit and a **Nebraska Department of Environmental Quality (NDEQ) National Pollutant Discharge Elimination System (NPDES)** General Permit for Storm Water Discharges from Construction Sites.
 - 2) The support activity is not a commercial operation serving multiple unrelated construction projects by different **Operators** and doesn't operate beyond the date of termination of the Grading Permit.
 - 3) Appropriate controls and measures are identified in the **Stormwater Pollution Prevention Plan (SWPPP)**.
2. Allowable Non-Stormwater Discharges
- Discharges of non-stormwater origin are allowed as long as the non-stormwater component is identified in the NDEQ NPDES General Permit for Stormwater Discharges from Construction Sites and the MS4 permit of the applicable PCWP jurisdiction.
3. Limitations of Coverage
- This permit does not authorize the following stormwater runoff conditions and may be the basis for denial or termination of authorization under this general permit. The **PCWP Permitting Community** shall be consulted prior to your submission of the **Grading Permit Application (GPA)** if any of the following conditions apply:
- a. This permit does not authorize post-construction discharges that originate from the site after construction activities have been completed and the site has achieved final stabilization, including any temporary support activity. Post-construction stormwater discharges from industrial sites may need to be covered by a separate Industrial Stormwater Discharge permit.
 - b. This permit does not authorize discharges mixed with non-stormwater. This exclusion does not apply to discharges identified in **Part I.C.2** provided the discharges are in compliance with **Part III.D**.
 - c. Those stormwater discharges for which stormwater effluent guideline limitations apply;
 - d. Stormwater runoff that may adversely impact critical habitat of aquatic related, threatened or endangered species as designated by Nebraska Game and Parks Commission (www.ngpc.state.ne.us) or the U.S. Fish and Wildlife Service (www.fws.gov).
 - e. The stormwater runoff that may adversely affect properties listed or eligible for listing in the National Register of Historic Places (www.nebraskahistory.org) or affecting known or discovered archeological sites; or
 - f. The Director of Public Works determines that the discharge would be more effectively regulated with a site specific, area specific, or a basin specific permit.
4. Period of Coverage
- The Grading Permit remains in effect from issuance until **final stabilization** and the PCWP Permitting Community has found the **Grading Permit closure requirements** fulfilled.

PART II. AUTHORIZATION FOR DISCHARGES OF STORMWATER FROM CONSTRUCTION ACTIVITY

To obtain coverage under this general permit, you must prepare and submit a complete and accurate GPA as described in this Part. Discharges are not authorized if your GPA is incomplete or inaccurate or if you were never eligible for permit coverage.

A. Authorization to Discharge Date

1. If you submit a GPA after the issuance date of this permit you are authorized to discharge stormwater from construction activities under the terms and conditions of this permit after the PCWP Permitting Community has reviewed the required documents as complete, and the **Stripping and Grading Notification Form** has been submitted 48 hours prior to any ground disturbing activities.
2. The PCWP Permitting Community may delay your authorization based on eligibility considerations of **Part I.C.** In these instances, you are not authorized for coverage under this permit until you receive notice from the PCWP Permitting Community of your eligibility.

B. Grading Permit Application

You must use the GPA form provided by the PCWP Permitting Community available at www.pcwperosioncontrol.org.

C. Submission Deadlines

1. New Projects:

To obtain coverage under this permit, you must submit a complete and accurate GPA and be authorized, consistent with **Part II.A.1** prior to commencement of construction activities.

2. Late Notifications:

You are not prohibited from submitting a GPA after initiating clearing, grading, excavation activities, or other construction activities. When a late GPA is submitted, authorization for discharges is consistent with **Part II.A.** The PCWP Permitting Community reserves the right to take enforcement action for any unpermitted discharges that occur between the commencement of construction and discharge authorization.

D. Where to Submit

Applications and forms for the PCWP Grading Permit are available at and shall be submitted to the PCWP Erosion Control website at the following address: www.pcwperosioncontrol.org.

E. Additional Requirements

1. The PCWP Permitting Community may request additional information from the **Applicant**:
 - a. To facilitate the review of the GPA;
 - b. To finalize a determination related to the granting of a discharge authorization; or
 - c. To determine whether a site specific, area specific, or basin specific permit application may be required.

2. Applicants shall submit a copy of the NPDES **Notice of Intent (CSW-NOI) Form** to the MS4 or CSS entity through which they discharge via the PCWP Erosion Control website (www.pcwperosioncontrol.org). Refer to **Part III** for additional details.
3. Other government agencies (e.g. US Army Corps of Engineers, Local City/County Government, or the local Natural Resource District) may have additional notification requirements. Submittal of the GPA does not relieve the Applicant of responsibility to comply with the requirements of other government agencies.

PART III. STORMWATER POLLUTION PREVENTION PLANS (SWPPP)

A. Storm Water Pollution Prevention Plan Framework

1. A SWPPP must be prepared by a qualified professional such as a Professional Engineer, Certified Landscape Architect, and/or qualified professional in erosion prevention and sediment control.
2. The SWPPP must:
 - a. Identify all potential sources of pollution which may reasonably be expected to affect the quality of stormwater discharges from the construction site;
 - b. Describe practices to be used to minimize erosion on disturbed areas and minimize the discharge of sediment and other pollutants in stormwater runoff;
 - c. Assure compliance with the terms and conditions of this permit.
3. Once a definable area has achieved final stabilization and the temporary **Best Management Practices (BMPs)** have been removed, you may mark this on your SWPPP, and no further SWPPP or inspection requirements apply to that portion of the site (e.g., earth-disturbing activities around one of three buildings in a complex is done and the area is finally **stabilized**, one mile of a roadway or pipe line project is done and finally stabilized, etcetera).
4. The SWPPP must be implemented by the Applicant as written and updated for the life of the Grading Permit.
5. The SWPPP shall include:
 - a. A comprehensive **Stormwater Pollution Prevention Plan - Narrative (SWPPP-N)** developed in accordance with the PCWP and NDEQ policies and procedures, and
 - b. A **Stormwater Pollution Prevention Plan Site Map (SWPPP-SM)** must be prepared according to the PCWP **SWPPP Site Map Preparation Guide**, available on the PCWP website (www.pcwperosioncontrol.org). The SWPPP-SM shall serve as the basis for documenting water quantity and water quality controls on all subsequent construction. Any alterations of controls throughout the life of the Grading Permit shall be documented on the SWPPP-SM and reported to the PCWP Permitting Community.

B. Pollution Prevention Plan Contents: Site and Activity Description

1. The SWPPP must describe the nature of the construction activity, including:
 - a. The function of the project (e.g., low density residential, shopping mall, highway, etc.);
 - b. The phasing of the construction project including intended sequence and timing of activities that disturb soils at the site;

- c. Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities including dedicated off-site borrow and fill areas; and
 - d. A general location map (e.g., USGS quadrangle map, a portion of a city or county map, or other map) with enough detail to identify the location of the construction site and **waters of the state** within one mile of the site.
2. The SWPPP must contain legible site map(s)/drawing(s) showing the entire site during grading, construction, and post-construction phases, identifying:
- a. Direction(s) of stormwater flow and approximate slopes anticipated after major grading activities;
 - b. Areas of soil disturbance and areas that will not be disturbed;
 - c. Locations of major structural and nonstructural Best Management Practices (BMPs) identified in the SWPPP;
 - d. Locations where stabilization practices are expected to occur;
 - e. Locations of material, waste, borrow or equipment storage areas, both on and off site;
 - f. Locations of all waters of the state (including wetlands);
 - g. Locations where stormwater discharges to a surface water; and
 - h. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
3. The SWPPP must describe and identify the location and description of any stormwater discharge associated with industrial activity other than construction at the site. This includes stormwater discharges from dedicated asphalt plants and dedicated concrete plants, covered by this permit.

C. Pollution Prevention Plan Contents: Controls to Reduce Pollutants

Refer to the **Omaha Regional Stormwater Design Manual (ORSDM)** for additional detail.

- 1. The SWPPP must include a description of all pollution control measures (i.e., BMPs) that will be implemented as part of the construction activity to control pollutants in stormwater discharges. For each major activity identified in the project description, the SWPPP must clearly describe appropriate control measures and the general sequence during the construction process in which the measures will be implemented.
- 2. The SWPPP must include a description of interim and permanent stabilization practices for the site, including a schedule of when the practices will be implemented.
- 3. The following records must be maintained throughout the period of permit coverage as part of the updated SWPPP:
 - a. Dates when major grading activities occur;
 - b. Dates when construction activities temporarily or permanently cease on a portion of the site; and
 - c. Dates when stabilization measures are initiated;

4. The SWPPP must include a description of structural practices to divert flows from exposed soils, retain/detain flows or otherwise limit runoff and discharge of pollutants from exposed areas of the site.
5. The SWPPP must include a description of all post-construction stormwater management measures that will be installed during the construction process to control pollutants in stormwater discharges after construction operations have been completed. Such measures must be designed and installed in compliance with applicable federal, state, and local requirements. A **Post Construction Stormwater Management Plan (PCSMP)** must also be submitted to the PCWP Permitting Community.
6. The SWPPP must describe measures to prevent the discharge of solid materials, including but not limited to, building materials and concrete truck washout to waters of the state, except as authorized by a permit issued under Section 404 of the **Clean Water Act (CWA)**.
7. The SWPPP must describe measures to minimize, to the extent practicable, off-site vehicle tracking of sediments onto paved surfaces and the generation of dust.
8. The SWPPP must include a description of construction and waste materials expected to be stored on-site with updates as appropriate. The SWPPP must also include a description of controls, including storage practices, to minimize exposure of the materials to stormwater, and spill prevention control and countermeasure practices.
9. The SWPPP must include a description of pollutant sources from areas other than the construction zones within the site (including stormwater discharges from dedicated asphalt plants and dedicated concrete plants), and a description of controls and measures that will be implemented to minimize pollutant discharges associated with those areas.
10. The SWPPP must include Good Housekeeping BMPs focused on keeping work sites clean and orderly while handling material and waste in a manner that eliminates the potential for pollutant runoff.
11. The SWPPP must describe measures to properly manage sanitary waste and prevent any discharges of sanitary waste to stormwater, MS4s, CSSs, and receiving waters.
12. The SWPPP must describe measures to properly manage fueling equipment on site and prevent any discharges to stormwater, MS4s, CSSs, and receiving waters, during storage or fueling operations.

D. Non-Stormwater Discharge Management

The SWPPP must identify all allowable sources of non-stormwater discharges and all applicable BMPs (i.e., those discharges listed in Part I.C.2. of the NDEQ - NPDES General Permit for Stormwater Discharges from Construction Sites), except for flows from fire fighting activities that are combined with stormwater discharges associated with construction activity at the site. Non-stormwater discharges should be eliminated or reduced to the extent feasible. The SWPPP must identify and ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge.

E. Maintenance of Controls

1. All erosion prevention and sediment control measures and other protective measures identified in the SWPPP must be maintained in effective operating condition throughout the period of permit coverage or as long as necessary in accordance with the SWPPP. If site inspections identify BMPs that are not operating effectively, maintenance must be performed within seven (7) calendar days and before the next storm event whenever practicable to maintain the continued effectiveness of stormwater controls.
2. If it is identified that existing BMPs need to be modified or that additional BMPs are necessary for any reason, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as possible.
3. Sediment from sediment traps or sedimentation basins must be removed when wet storage capacity has been reduced by 50 percent in accordance with the ORSDM.
4. Sediment traps and sedimentation basins must remain in place, as per the ORSDM, until less than five acres upstream of the sediment basin remain to be developed and modification of the SWPPP has been reviewed by the PCWP Permitting Community.
5. Preventive maintenance must be performed on all erosion prevention and sediment control measures and stormwater management practices to ensure their proper function throughout the period of permit coverage or as long as necessary in accordance with the SWPPP.
6. Sediment and pollutants transported onto streets must be removed from the street surface on a daily basis, or more frequently if needed, and prior to rain events.
 - a. Sediment will be shoveled and/or swept from the street and removed in a manner, which prevents contamination of stormwater or surface water and does not violate any applicable federal, state, county, or municipal regulation.
 - b. Sediment observed to be escaping the construction site may indicate that the BMPs are insufficient to control runoff and trackout.

F. Permit Eligibility Related to Endangered Species

The SWPPP must include documentation supporting a determination of permit eligibility with regard to Endangered Species, including:

1. Information on whether state or federally-listed endangered or threatened species, or designated critical habitat may be in the project area;
2. Whether such species or critical habitat may be adversely affected by stormwater discharges or stormwater discharge-related activities of the project;
3. Any correspondence for any stage of project planning between the U.S. Fish and Wildlife Service (**FWS**), Nebraska Game and Parks Commission (**NGPC**), Environmental Protection Agency (**EPA**), NDEQ or others and the Applicant regarding listed species and critical habitat, including any notification that delays your authorization to discharge under this permit; and
4. A description of measures necessary to protect state and federally-listed endangered or threatened species, or state and federally-designated critical habitat. The Applicant must describe and implement such measures to maintain eligibility for coverage under this permit and the NDEQ - NPDES General Permit for Stormwater Discharges from Construction Sites.

G. Copy of Permit Requirements

Copies of this permit and of the signed and certified Construction Stormwater Notice of Intent (CSW-NOI) Form that was submitted to NDEQ must be included in the SWPPP. Also, upon receipt, a copy of the letter from the NDEQ notifying the Applicant of their receipt of the administratively complete CSW-NOI must be included as a component of the SWPPP.

H. Applicable State Requirements

The SWPPP must be consistent with all applicable federal, state and local requirements for soil erosion prevention, sediment control and stormwater management, including updates to the SWPPP throughout the period of permit coverage as necessary to reflect any revision to applicable federal, state and local requirements for erosion prevention and sediment control.

I. Inspections and Inspection Reports

1. Refer to **Table 1** for required inspections. Any delay in the corrective actions required of BMPs beyond seven (7) calendar days shall be documented in the SWPPP and/or inspection report with sufficient detail as to explain the reason for the delay.
2. Inspection frequency and reporting may be reduced based upon site development and stabilization. The frequency of inspections and reporting has been categorized into Stages. Refer to **Table 2** for Reporting Period details and **Table 3** for Stage descriptions.
3. Inspections must be conducted by qualified personnel. "Qualified personnel" means a person knowledgeable in the principles and practices of erosion prevention and sediment control who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any erosion prevention and sediment control measures selected to minimize pollutant exposure and to control the quality of stormwater discharges from the construction activity.
4. Inspections must include all areas of the site disturbed by construction activity and areas used for storage, transfer, mixing, or staging of materials that are exposed to precipitation. Inspectors must look for evidence of, and the potential for, pollutants entering the stormwater conveyance system. Erosion prevention and sediment control measures identified in the SWPPP must be observed to ensure proper operation. Discharge locations must be inspected to ascertain whether control measures are effective in preventing significant impacts to waters of the state, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking.
5. For each required inspection, an Inspection Report must be completed. At a minimum, the Inspection Report must include:
 - a. The inspection time and date(s);
 - b. Names, titles, and qualifications of personnel making the inspection;
 - c. Weather information for the period since the last inspection (or since commencement of construction activity if the first inspection) including a best estimate of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches) and whether any discharges occurred;

- d. Weather information and a description of any discharges occurring at the time of the inspection;
 - e. Location(s) of discharges of sediment or other pollutants from the site;
 - f. Location(s) of BMPs that need to be maintained;
 - g. Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
 - h. Monitoring results if requested;
 - i. Records of the last grading activity;
 - j. Location(s) where additional BMPs are needed and are not in place at the time of inspection; and
 - k. Corrective actions required including any necessary changes to the SWPPP, and implementation dates.
6. A record of each inspection and of any actions taken must be retained as part of the SWPPP for at least three years from the date that permit coverage is terminated. The Inspection Reports must identify any incidents of non-compliance with the permit conditions. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the construction project or site is in compliance with the SWPPP and this permit.
7. Inspection Reports consist of all information gathered during site inspections conducted within each Reporting Period. Inspection Reports must be filed at the PCWP website (www.pcwperosioncontrol.org) within a maximum of six (6) calendar days after each Reporting Period's ending date.

Table 1:

REQUIRED INSPECTIONS			
Stage 1	Stage 2	Stage 3	Stage 4 (winter stage)
Within 24 hours of a storm event equal to or greater than 0.5 inches	Within 24 hours of a storm event equal to or greater than 0.5 inches	Within 24 hours of a storm event equal to or greater than 0.5 inches	Within 24 hours of a storm event equal to or greater than 0.5 inches
Within 9 calendar days of the last Site Inspection	Within 19 calendar days of the last Site Inspection	Within 38 calendar days of the last Site Inspection	Within 38 calendar days of the last Site Inspection

Table 1: *The Grading Permit allows for site specific inspection and reporting requirements.*

Table 2

REPORTING PERIOD			
Stage 1	Stage 2	Stage 3	Stage 4 (winter stage)
Ends on Saturday of each week of the month	Ends the second and fourth Saturday of the month	Ends the second Saturday of each month	Ends the second Saturday of each month
Note: Within 5 calendar days after the start of any ground disturbing activity to notify the PCWP that all erosion control measures have been installed and implemented according to the conditions of the SWPPP and the Grading Permit			Note: Begins December 1 and ends March 1

Table 2: *Reporting Periods correspond to the time passing between Inspection Reports.*

Table 3

STAGE REQUIREMENTS			
Stage 1	Stage 2	Stage 3	Stage 4 (winter stage)
Sites that do not qualify for Stage 2, 3, or 4	Compliance with the Stage 1 requirements	Compliance with the Stage 2 requirements	Compliance with the Stage 1 requirements
Permitting Community has issued a Grading Permit for the construction site and a PCWP Stripping and Grading Notification Form has been submitted	All erosion prevention and sediment control measures have been installed and are functioning correctly	All public improvements have been installed	BMPs have been installed and are properly maintained
	All Inspection Reports are up to date and accurate	The PCWP has allowed the transition to Stage 3 Site inspection and reporting requirements	Stabilization measures have been implemented in areas of environmental sensitivity and higher erosion potential
	All site grading has been completed in accordance with the SWPPP (note: minimal utility and/or building pad excavation may be conducted)		Activities involving heavy equipment are limited or stopped
	Vegetative ground cover has been fully established		Runoff is unlikely due to winter conditions (e.g., site must be covered with snow, ice, or the ground is frozen)
	The PCWP has allowed the transition to Stage 2 Site inspection and reporting requirements		The request to transition to a Stage 4 Site has been submitted before December 1
			The PCWP has allowed the transition to Stage 4 Site inspection and reporting requirements
			On March 1, all Stage 4 Sites shall revert to the previously assigned stage

Table 3: All sites start at Stage 1. All stage changes are made by submitting a **Stage Change Request** to the PCWP website (www.pcwperosioncontrol.org). Stage Change Requests must be approved by the PCWP Permitting Community before any changes can be made to the current inspection and reporting schedule. Stage 4 (winter conditions) requests must be made before December 1 and all Stage 4 Sites revert to the previous stage on March 1.

J. Maintaining an Updated SWPPP

1. The SWPPP, including the site map(s)/drawing(s), must be updated whenever there is a change in design, construction, operation, or maintenance at the construction site that has or could have a significant effect on the discharge of pollutants to waters of the state that has not been previously addressed in the SWPPP.
2. The SWPPP must be updated if during inspections or investigations by site staff, or by local, state, or federal officials, it is determined that the SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the construction site.
3. Based on the results of an inspection, the SWPPP must be modified as necessary to include additional or modified BMPs designed to correct the problems identified. Revisions to the SWPPP must be completed within seven (7) calendar days following the inspection. Implementation of these additional or modified BMPs must be accomplished as described in **Part III.E.2.**
4. The SWPPP must be consistent with all applicable federal, state, and local requirements for erosion prevention, sediment control and stormwater management, including updates to the SWPPP as necessary to reflect any revisions to applicable federal, state, and local requirements for sediment and erosion control.

K. Signature, Plan Review and Making Plans Available

1. A copy of the SWPPP (including a copy of the PCWP permit), GPA, CSW-NOI and the letter from NDEQ notifying the Applicant of the receipt of the complete and accurate CSW-NOI must be retained at the construction site or other location easily accessible during normal business hours. The SWPPP must be made available upon request to federal, state, and local agencies, from the date of commencement of construction activities to the date of permit closure.
2. An easily visible and legible sign must be prominently posted at conspicuous locations near all site entry points. For linear projects, the sign must be posted at a publicly accessible location near the active part of the construction project (e.g., where a pipeline project crosses a public road).
 - a. Signage content and layout must be in conformance with the SWPPP Notification Sign Standard Plate, available at the PCWP website (www.pcwperosioncontrol.org)
 - b. The sign must contain the most current contact information for the project.

L. Management Practices

1. All control measures must be properly selected, installed, and maintained in accordance with any relevant manufacturer specifications and good engineering practices. If periodic inspection or other information indicates a control has been used inappropriately or incorrectly, the Applicant must replace or modify the control for site conditions as soon as practicable.
2. If sediment escapes the construction site, off-site accumulations of sediment must be removed on a daily basis or at a greater frequency to sufficiently minimize off-site impacts. Sediment escaping the construction site may indicate BMPs are insufficient / ineffective to control runoff and trackout.
3. Litter, construction debris, and construction chemicals that could be exposed to stormwater must be prevented from becoming a pollutant source in stormwater discharges.

4. Except as provided below, stabilization (e.g., temporary seeding, permanent seeding, and mulching) measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - a. Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable. Proactive measures to control runoff should be implemented prior to a significant snow melt or thaw.
 - b. Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the site. As site conditions warrant, alternative or additional measures need to be initiated to control and prevent fugitive sediment to maintain compliance with the terms of this permit.
 - c. In semiarid and drought-stricken areas where initiating perennial vegetative stabilization measures is not possible within 14 days after construction activity has temporarily or permanently ceased, final vegetative stabilization measures must be initiated as soon as practicable.
5. Velocity dissipation devices must be placed at discharge locations and along the length of any **outfall** channel to provide a non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., no significant changes in the hydrological regime of the receiving water).

M. Final Stabilization and Conditions for Permit Closure

Prior to submitting the **Grading Permit Closure Form** to the PCWP Permitting Community, the Applicant shall be responsible for ensuring that final stabilization is accomplished on all non-impervious surfaces of the authorized construction site and the following conditions are met:

1. All soil disturbing construction activity has been completed.
2. A uniform perennial vegetative cover with a minimum density of 70 percent of the native background vegetative cover, has been established on all non-impervious surfaces and areas not covered by permanent structures unless equivalent permanent stabilization (such as riprap, gabions, and geotextiles) measures have been employed.
3. All permanent drainages, constructed to drain water from the site, have been stabilized to prevent erosion.
4. All temporary erosion prevention and sediment control BMPs have been removed without compromising the permanent erosion prevention and sediment control BMPs.
5. All sediment build-up has been removed from conveyances and basins that are to be used as permanent water quality management BMPs. The clean out of permanent basins used as temporary BMPs during construction shall be sufficient to return the basin to design capacity.
6. Responsibility for long-term maintenance of permanent BMPs must be assigned (PCSMP has met final approval).
7. Construction activity conducted on or through agricultural or **silvicultural** land shall be considered finally stabilized upon return to the pre-existing agriculture or silvicultural use.

8. Construction activity conducted at new industrial facilities that will operate the site in an exposed manner (such as limestone mining and solid waste landfills) shall be considered fulfilled upon commencement of industrial activity consistent with the industrial use and coverage under the appropriate NPDES permit for industrial stormwater.

PART IV. ADDITIONAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS

A. Oil and Hazardous Substances/Spill Notification

The discharge of hazardous substances or oil in stormwater discharges from the construction site must be prevented or minimized in accordance with the SWPPP. This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill. The Applicant shall conform to the provisions set forth in NDEQ Title 126, Rules and Regulations Pertaining to the Management of Wastes and federal reporting requirements of 40 **CFR** Part 110, 40 CFR Part 117 and 40 CFR Part 302 relating to spills or other releases of oil or hazardous substances.

If the Applicant knows, or has reason to believe, that a release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under NDEQ Title 126, 40 CFR Part 110, 40 CFR Part 117 and 40 CFR Part 302, occurs during a 24-hour period:

1. The Applicant shall immediately notify the NDEQ of a release of oil or hazardous substances. During office hours (i.e., 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays), notification shall be made to the NDEQ at telephone numbers (402) 471-2186 or (877) 253-2603 (toll free).
2. When NDEQ cannot be contacted, the Applicant shall report to the Nebraska State Patrol for referral to the NDEQ Emergency Response Team at telephone number (402) 471-4545. It shall be the Applicant's responsibility to maintain current telephone numbers necessary to carry out the notification requirements set forth in this paragraph.
3. Applicant must modify the SWPPP as required within seven (7) calendar days of knowledge of the release to provide a description of the release, the circumstances leading to the release, and the date of the release. Plans must identify measures to prevent the reoccurrence of such releases and to respond to such releases.
4. The Applicant must report a release of oil or hazardous discharge to the PCWP Permitting Community within five (5) calendar days. However, if the discharge or release has the potential to or will endanger human health or the environment, it must be reported orally to the appropriate PCWP Permitting Community representative within 24 hours from the time you become aware of the circumstances and you must provide detailed information on such unauthorized releases or discharges to the PCWP Permitting Community in a written report within five (5) calendar days. The submittal of a written noncompliance report does not relieve the Applicant of any liability from enforcement proceedings that may result from the violation of this permit or applicable ordinance. The report must include:
 - a. A description of the discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times, or if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. The steps taken to reduce, eliminate, and prevent the reoccurrence of the noncompliance.

B. Attainment of Water Quality Standards After Authorization

1. The Applicant must select, install, implement and maintain BMPs at the permitted construction site that minimize pollutants in the discharge as necessary to meet applicable state water quality standards. In general, except in situations explained in this section, the SWPPP must be developed, implemented, and updated as necessary to ensure that the Applicant's discharges do not cause or contribute to an excursion above any applicable water quality standard.
2. If NDEQ determines that the Applicant's stormwater discharges may cause, have reasonable potential to cause, or contribute to an excursion above any applicable water quality standard, the Applicant will be required to:
 - a. Develop a supplemental BMP action plan describing SWPPP modifications to address identified water quality concerns as required; or
 - b. Submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or
 - c. Cease discharges of pollutants from construction activity.

C. Discharges Affecting Endangered or Threatened Species

This permit does not replace or satisfy any review requirements for Endangered or Threatened species from new or expanded discharges that adversely impact or contribute to adverse impacts on listed endangered or threatened species or adversely modify a designated critical habitat. The Applicant must conduct any required review and coordinate with appropriate agencies for any project with the potential of affecting threatened or endangered species, or their critical habitat.

D. Discharges Affecting Historical Places or Archeological Sites

This permit does not replace or satisfy any review requirements for Historic Places or Archeological Sites from new or expanded discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered Archeological Sites. The Applicant must be in compliance with the National Historic Preservation Act and conduct all required review and coordination related to historic preservation, including significant anthropological sites and any burial sites, with the Nebraska Historic Preservation Officer. The Applicant must comply with all applicable state and local laws concerning the protection of historic properties and places and The Applicant's discharge authorization under this permit is contingent upon this compliance.

E. Activities/Discharges subject to other Applicable Regulations

This permit does not replace or satisfy any other applicable regulatory requirements that the Applicant is subject to. The initiator of any controlled/regulated activity is the sole responsible party for obtaining authorization or permit coverage and for maintaining compliance with any applicable laws, regulations or rules that may apply to their activities.

PART V. TERMINATION, TRANSFER OR REASSIGNMENT OF PERMIT COVERAGE

A. Permit Closure Requirements

The Applicant may only submit a Grading Permit Closure package when one or more of the following conditions have been met:

1. The construction activity is considered complete, when:
 - a. Final stabilization has been achieved on all portions of the site for which the Applicant is responsible;
 - b. All temporary erosion prevention and sediment control measures (e.g., silt fencing), not needed for long-term erosion control have been properly removed; and
 - c. All documents required for the Post Construction Stormwater Management Plan (PCSMP) have been submitted and approved including, but not limited to, the BMP Maintenance Certification, Maintenance and Easement Agreement, and As-Built Plans.
2. Another Applicant has assumed control according to part **VI.D.6.** over all areas of the site that have not met final stabilization requirements.

B. Submitting a Grading Permit Closure Package

1. During the closure process, the SWPPP-SM will be required to reflect the current policies, procedures, and methods enforced by the PCWP Permitting Community. Read the following documents and make all necessary updates to the SWPPP-SM:
 - a. PCWP General Grading Permit Terms;
 - b. PCWP SWPPP Site Map Preparation Guide
2. The following submittals are required for closure:
 - a. PCWP Grading Permit Closure Form submitted to the PCWP website (www.pcwperosioncontrol.org) in the Portable Document Format (PDF).
 - b. Stormwater Pollution Prevention Plan – Site Map (SWPPP-SM) – The SWPPP-SM proposed for permit termination must contain the following information:
 - 1) Existing SWPPP-SM Information—reflecting all updates/modifications accepted by the PCWP Permitting Community;
 - 2) Notes detailing the current ground cover and build out conditions within each sub-basin;
 - 3) Notes detailing the justification and date associated with the proposed closure.
 - 4) Applicant Certification Stamp - A new Applicant Certification Stamp must be placed on the SWPPP-SM.
 - c. Supporting Computation – In some cases, it may be necessary to justify the proposed closure with supporting computations. Any applicable computations should be provided.
 - d. Documentation supporting the completion of the PCSMP requirements.
 - e. Copy of the executed **NDEQ Notice of Termination (CSW-NOT) Form.**
3. After the PCWP Permitting Community has found the Grading Permit Closure Package complete, the Grading Permit shall be considered closed.

C. Transfer of Permit

When responsibilities for stormwater discharges at a construction site change from one entity to another, the Applicant shall submit the applicable forms and supporting documentation to the PCWP website (www.pcwperosioncontrol.org) in the Portable Document Format (PDF). Submittal and acceptance of the forms transfers responsibilities and roles from one entity to another as stipulated by the terms and conditions of this permit.

1. The **Change of Applicant Form** shall be used for transferring permit responsibility and at a minimum shall include:
 - a. PCWP Grading Permit number;
 - b. Identifying information for the project;
 - c. Identifying information for the new Applicant;
 - d. Identifying information for the current Applicant; and
 - e. Effective date of transfer
2. Other Requirements of a Permit Transfer:
 - a. If the stormwater discharge associated with construction activity is covered by this permit, then the new Applicant(s) shall comply with all terms and conditions of this permit.
 - b. A copy of the Change of Applicant Form shall be included in the SWPPP.
 - c. A GPA shall be submitted to the PCWP Permitting Community by the new Applicant(s).
 - d. For construction activity which is part of a larger common plan of development, if the Applicant transfers ownership of all or any part of property subject to this permit, both the Applicant and transferee shall be responsible for compliance with this permit for that portion of the project which has been transferred including when the transferred property is less than one acre in area.
 - e. If the new Applicant(s) agree in writing to be solely responsible for compliance with this permit for the property that has been transferred, then the existing Applicant(s) authorization shall be terminated.

D. Multiple Permits

Grading Permits may be issued to multiple lot developments (e.g., large common plans of development, subdivisions, Sanitary & Improvement Districts, etcetera.). The following guidelines apply to lots within permitted multiple lot developments:

1. Lots over five acres may obtain a separate Grading Permit. Grading Permits associated with individual lots inside a multiple lot development must follow these conditions:
 - a. The existing Grading Permit covering the multiple lot development must be modified to reflect the removal of each individual lot in question and the impact on existing control measures must be referenced. The Applicant must submit a PCWP **Grading Permit Modification Form** and supporting documentation to the PCWP website (www.pcwperosioncontrol.org) in the Portable Document Format (PDF).
 - b. Each lot in question must apply for and receive an individual Grading Permit in accordance to PCWP Grading Permit Terms.

- c. Modification of the existing Grading Permit and issuance of individual Grading Permits must occur simultaneously and all of the supporting documentation must be received and reviewed by the PCWP Permitting Community before authorization is granted. Also refer to **Section V.C - Transfer of Permit**
 - d. Applicable NDEQ submittals must be included with the modifications.
2. In developments where an area has been zoned as commercial and the average lot size within the commercially zoned area is greater than 1 acre, the multiple lot permit may be closed if closure requirements are met; the individual commercial lots within the development will need to acquire a permit for the lot prior to construction activity commencing on the lot.

E. Where to Submit

All paperwork must be submitted to the PCWP website: www.pcwperosioncontrol.org

PART VI. STANDARD CONDITIONS AND REQUIREMENTS

A. Other Conditions

Inspection and Entry - Representatives of the PCWP, NDEQ, EPA, and other federal, state, and local agencies reserve the right to the following upon presentation of identifications and at a reasonable time:

1. To enter the premises where regulated construction activity is located or conducted, or records are required to be kept under the terms and conditions of the Grading Permit.
2. To have access to and copy any applicable records to be kept under the conditions of the Grading Permit.
3. To inspect any facilities, equipment (including monitoring and control), practices, or operations regulated or required under this Grading Permit.
4. Sample or monitor any substance or parameters at any location for the purpose of assuring compliance with the Grading Permit.
5. Be allowed to carry out official duties without hampering, obstruction or interference.
6. Revoke the Grading Permit or assess civil penalties if denied entry or access.

B. Procedures for Modification or Revocation

Revisions to the SWPPP may be required due to differing site conditions, ineffectiveness of installed measures or other reasons identified during inspections or investigations by staff, local, state or federal representative. Changes to the SWPPP must be handled in the following manner:

1. Minor changes to the SWPPP may be made in the field if approved by the PCWP Inspector. All minor field changes must be documented on the SWPPP-SM or updated working map/drawing and documented in the Inspection Reports.
2. Major changes to the SWPPP, such as the addition or deletion of a sediment basin or land area, require the Applicant to submit a PCWP Grading Permit Modification Form and supporting documentation to the PCWP website (www.pcwperosioncontrol.org) in the Portable Document Format (PDF).
3. A completed Grading Permit Modification Form must be submitted to the PCWP Permitting Community for review prior to modification.

C. Management Requirements

1. Duty to Comply:

Failure to follow the SWPPP and/or procedures governing a Grading Permit may cause the following actions to be taken by the PCWP Permitting Community:

- a. The permit may be suspended or revoked.
- b. Public improvement plans issued for this project may be withheld by the PCWP Permitting Community.
- c. Building permit applications for this location may be denied, suspended, or revoked.
- d. Fines may be levied.
- e. Notification of the State and/or Federal Government when the site is believed to not be in compliance with NPDES Permits. The State and/or Federal Government have the right to review all sites and take enforcement action.

2. Signatory Requirements:

All reports and applications required by this permit or submitted to maintain compliance with this permit shall be signed, dated, and certified as set forth in this section.

- a. Permit applications shall be signed by a **certifying official** who meets the following criteria:
 - 1) For a corporation: a **responsible corporate officer**;
 - 2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - 3) For a municipality, state, federal or other public facility: by either a principal executive officer or ranking elected official, chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
- b. The discharge monitoring reports and other information may be signed by the certifying official.
- c. The certifying official designates an **authorized representative**. The authorized representative is responsible for the overall implementation of the SWPPP (i.e., the general contractor).
- d. Any change in the signatories shall be submitted to the PCWP Permitting Community, in writing, within seven (7) days after the change, but no later than with the submission of information required by the PCWP Permitting Community to be submitted while the new signatory has taken responsibility.
- e. All applications, reports and information submitted as a requirement of this permit, shall contain the following certification statement:

"I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

D. Recordkeeping Requirements

The following documents should be retained for at least three years from the date that the Grading Permit is closed:

1. The State of Nebraska Department of Environmental Quality National Pollutant Discharge Elimination System (NDEQ-NPDES) CSW-NOI and Authorization Letter;
2. The executed Grading Permit;
3. The SWPPP along with, all supporting computations and paperwork created and approved by the SWPPP preparer, and subsequent modifications;
4. The executed PCWP Stripping and Grading Notification Form;
5. All required Inspection Reports;
6. The PCWP Grading Permit Closure Package; and
7. Copy of the executed NDEQ Notice of Termination

E. General Requirements

1. Permit Attachments

The attachments to this permit (e.g., forms and guidance) may be modified without a formal modification of the permit.

2. Property Rights

Coverage under this permit does not convey any property rights of any sort or any exclusive privileges nor does it authorize any damage to private property or any invasion of personal rights nor any infringement of federal, state or local laws or regulations.

3. Severability

If any provision of this permit is held invalid, the remainder of this permit shall not be affected.

4. Other Rules and Regulations Liability

The issuance of this permit in no way relieves the obligation of the Applicant to comply with other rules and regulations of the PCWP Permitting Community, federal, state, or other agency requirements.

5. Penalties

Nothing in this permit shall preclude the initiation of any legal action or relieve the Applicant from any responsibilities, liabilities or penalties under Section 311 of the Clean Water Act (CWA). Violations of the terms and conditions of this permit may result in the initiation of criminal and/or civil actions.

PART VII. GRADING PERMIT TERMS SPECIFIC TO THE CITY OF OMAHA

After a SWPPP-SM with a City of Omaha Public Works Department acceptance stamp or permit authorization letter has been issued, the following items must be submitted to the City of Omaha Permits and Inspections Division (Attention: Office Manager; City Of Omaha; Planning Department; Building & Development Division; Omaha/Douglas Civic Center; 1819 Farnam Street, Suite 1100):

1. A permitting fee in the amount of \$500.00 for a site less than 10 acres or \$1000.00 for a site equal to or greater than 10 acres.
2. **A City Of Omaha Grading Permit & Payment Form.**

PART VIII. ROLES & RESPONSIBILITIES

A. Applicant

1. The Applicant may be the Owner or Operator of the construction site. The Applicant is solely responsible for the proper, sound and adequate design of present and ultimate construction site stormwater and pollutant discharges.
2. The Applicant may identify an authorized representative to sign all required documents submitted to the PCWP Permitting Community. The Applicant's authorized representative shall be a principal executive officer of at least the level of:
 - a. Vice president, in the case of a corporation;
 - b. General partner, in the case or a partnership;
 - c. Proprietor, in the case of a sole proprietorship
3. The Applicant must ensure all Grading Permit procedures and materials conform to the following publications, and any additions or revisions thereto, for the life of the Grading Permit. The Grading Permit is issued to the Applicant and the Applicant shall enter into agreements with a Designer, Inspector, and Operator(s) to perform all applicable duties specified in the following documents:
 - a. PCWP Grading Permit Terms (this document);
 - b. ORSDM;
 - c. NDEQ NPDES General Permit for Stormwater Discharges from Construction Sites;
 - d. The Stormwater Pollution Prevention Plan - Site Map (SWPPP-SM) subject to review by the PCWP Permitting Community;
 - e. The Stormwater Pollution Prevention Plan - Narrative (SWPPP-N) subject to review by the PCWP Permitting Community; and
 - f. The Post Construction Stormwater Management Plan (PCSMP) subject to review by the PCWP Permitting Community.
4. The Applicant must obtain the following governmental approvals (at a minimum) before the start of construction:
 - a. An executed permit from the Army Corp of Engineers will be needed for all work impacting their jurisdictional boundaries;
 - b. An executed approval letter from the Papio-Missouri River Natural Resource District (PMRNRD) will be needed for all work within their jurisdiction.
 - c. An executed County Street Cut Permit will be needed for each applicable location if County street connections are being proposed with these plans;
 - d. An executed State of Nebraska Department of Roads Street Cut Permit will be needed for each applicable location, if State street connections are being proposed with these plans;

- e. An executed Permit from the County to construct within a County controlled right-of-way (**ROW**) will be needed if work proposed to occur within the county ROW;
- f. An executed Permit from the State of Nebraska Department of Roads to construct within State controlled ROW will be needed if work is proposed to occur within state controlled ROW;
- g. An executed Approval to Grade from the County will be needed if grading is proposed next to a County ROW.

All applicable approvals must be made available to the PCWP upon request.

B. Designer

1. The Designer shall prepare and submit all Grading Permit documents on the behalf of the Applicant to the respective PCWP Permitting Community and Papio-Missouri River Natural Resources District (PMRNRD) via the PCWP web site (www.pcwperosioncontrol.org) in the Portable Document Format (PDF):
 - a. Request for a Grading Permit Project Number;
 - b. Certified SWPPP-SM;
 - c. SWPPP-N;
 - d. PCWP GPA;
 - e. Stormwater Pollution Prevention Plan (SWPPP) design computation; and
 - f. All supporting documentation.
2. The Designer shall also submit to the NDEQ (Attention: Permits and Compliance Section; 1200 "N" Street; P. O. Box 98922; Lincoln, Nebraska 68509-8922):
 - a. One SWPPP-SM;
 - b. One signed SWPPP-N;
 - c. One original NDEQ CSW-NOI Form.
3. The Designer shall:
 - a. Make any corrections necessary to fulfill the overall intent of the SWPPP documents if any errors, omissions, or deficiencies are identified by the Inspector.
 - b. Make modifications to the SWPPP when necessary and if warranted, request approval from the PCWP Permitting Community by submitting the major changes to the SWPPP, such as the addition or deletion of a sediment basin, and submit the PCWP Grading Permit Modification Form and supporting documentation to the PCWP website (www.pcwperosioncontrol.org) in the Portable Document Format (PDF).
4. When preparing the SWPPP, the Designer shall:
 - a. Direct new storm sewer outlets to a properly designed sedimentation basin before exiting the construction site. Where it is not feasible to direct a storm sewer outlet through a sedimentation basin, other equivalent measures must be taken to control sediment at stormwater discharge points.
 - b. Follow ORSDM requirements.
 - c. Clearly show and describe all phasing.

C. Inspector

1. The Inspector shall be responsible for the following:
 - a. Assuring compliance with the SWPPP and Grading Permit;
 - b. Accuracy and completeness of all Site Inspections for the life of Grading Permit;
 - c. Conducting Inspections as defined in **Tables 1, Table 2, & Table 3**.
 - d. Inspections are prepared under the direction and supervision of the Inspector, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.
 - e. Preparing and submitting the PCWP Stripping and Grading Notification Form to the respective PCWP Permitting Community 48 hours prior to commencement of any ground disturbing activities.
 - f. Submitting an inspection report within five (5) days of after the start of any ground disturbing activity to notify the PCWP that all erosion prevention control measures have been installed and implemented according to the conditions of the SWPPP and the Grading Permit.
2. The Inspector shall ensure maintenance through inspection of all erosion control measures and stormwater management practices.
3. The following criteria will be evaluated by the Inspector during inspections:
 - a. Determine what controls need maintenance to function effectively to be in compliance with the SWPPP;
 - b. Determine the extent of damage by sediment or other pollutants (resulting from non-compliance with the SWPPP);
 - c. Determine the impact and severity of the damage resulting from non-compliance with the SWPPP.
4. The Inspector shall provide procedures to ensure that deficiencies identified during the inspections are rectified. The procedures shall include the following:
 - a. Notify the Applicant and Operator(s) in writing about deficiencies resulting in non-compliance with the SWPPP.
 - b. Recommend corrective actions with a detailed implementation schedule in the notification to the Applicant and Operator(s).
 - c. Document in subsequent inspection reports that corrective actions have been taken within seven (7) calendar days of discovery. Any delay in the replacement or maintenance of non-functional BMPs beyond seven (7) calendar days shall be documented in the inspection report with sufficient detail as to explain the reason for the delay.

D. Operator(s)

The Operator(s), for the purpose of the Grading Permit means any party associated with a construction project that meets either of the following two criteria:

1. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications;

2. The party has day-to-day operational control of those activities at a project, which are necessary to ensure compliance with the SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other Grading Permit conditions).

E. PCWP Permitting Community

1. The PCWP Permitting Community shall review all submitted items for completeness and shall issue a Grading Permit to the Applicant, Designer, and Inspector that consists of a SWPPP-SM with the PCWP Permitting Community's acceptance stamp. Issuance of a Grading Permit does:
 - a. Not constitute a representation or warranty to the Applicant or any other person concerning the safety, appropriateness of effectiveness of any provision, or omission from the SWPPP;
 - b. Not give the authorization to begin ground disturbance activities. A PCWP Stripping and Grading Notification Form must be submitted 48 hours prior to any ground disturbing activity or construction activity;
 - c. Not guarantee that the requirements of the NDEQ - NPDES General Permit for Stormwater Discharges from Construction Sites have been met.
2. The PCWP Permitting Community shall:
 - a. Review all modifications requiring a Grading Permit Modification and such modifications are subject to review by the PCWP Permitting Communities before any changes are implemented;
 - b. Review inspection reports for completeness and accuracy;
 - c. Inspect the site and file reports;
 - d. Review the Grading Permit Closure Package, and when found acceptable, the PCWP Permitting Community shall close the Grading Permit.
3. The PCWP Permitting Community will allow the stripping or grubbing of vegetation, grading operations, or other ground disturbance to begin only when the following have been properly executed or completed:
 - a. A Grading Permit has been issued in accordance with the Permitting Community requirements;
 - b. Payment of all required fees;
 - c. The NDEQ – NPDES General Permit for Stormwater Discharges from Construction Sites has been issued;
 - d. All applicable items from the PCWP Permitting Community, Douglas or Sarpy County, State of Nebraska, and United States Federal Government have been issued;
 - e. All pollution prevention measures needed and shown within the SWPPP-covered areas (e.g., stabilized construction entrances, silt fence, etcetera) have been installed; and
 - f. The PCWP Stripping and Grading Notification Form has been submitted 48 hours prior to commencement.

PART IX. ACRONYMS & DEFINITIONS:

A. Acronyms

BMP	Best Management Practice
CFR	Code of Federal Regulations
CSS	Combined Sewer System
CSW	Construction Stormwater
CSW-NOI	Construction Stormwater – Notice of Intent (pertains to NDEQ permit)
CSW-NOT	Construction Stormwater – Notice of Termination (pertains to NDEQ permit)
CWA	Clean Water Act
EPA	Environmental Protection Agency
FWS	U.S. Fish and Wildlife Service
GPA	Grading Permit Application
MS4	Municipal Separate Storm Sewer System
NDEQ	Nebraska Department of Environmental Quality
NGPC	Nebraska Game and Parks Commission
NPDES	National Pollutant Discharge Elimination System
ORSDM	Omaha Regional Stormwater Design Manual
PDF	Portable Document Format
PCSMP	Post Construction Stormwater Management Plan
PCWP	Papillion Creek Watershed Partnership
ROW	Right of Way
SPCC	Spill Prevention, Control, and Countermeasures
SWPPP	Stormwater Pollution Prevention Plan
SWPPP-N	Stormwater Pollution Prevention Plan-Narrative
SWPPP-SM	Stormwater Pollution Prevention Plan-Site Map

B. Definitions:

Authorized Representative: Individual or position designated the authorization to submit reports, notifications, or other information requested by the Director of Public Works on behalf of the Owner under the circumstances that the authorization is made in writing by the Owner, the authorization specifies the individual or position that is duly authorized, and the authorization is submitted to the Director of Public Works.

Best Management Practices (BMPs): Erosion prevention, sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing degradation of surface water, including avoidance of impacts, construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.

Certifying Official

- For a corporation: By a **Responsible Corporate Officer**, which means:
 - A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
 - The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- For a partnership or sole proprietorship: By a general partner or proprietor, respectively.
- For a municipality, State, Federal, or other public agency:
 - By either a principal executive officer of the agency, or
 - A senior executive officer having responsibility for the operations of a principal geographic unit of the agency.

Change of Applicant Form: Refer to www.pcwperosioncontrol.org

Combined Sewer System (CSS): Is defined as a collection system that collects both stormwater and sanitary wastewater with outfalls discharging directly into the waters of the state.

Common Plan of Development or Sale: A contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur.

Construction Activity: Includes **Large Construction Activity** and **Small Construction Activity**. This includes a disturbance to the land that results in a change in the topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into waters of the state or urban drainage systems. Construction Activity includes the disturbance of less than one acre of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb one (1) acre or more and includes all areas of support activity.

Coverage: An Applicant's status of compliant operation under the terms and conditions of this general permit once a Grading Permit Number has been obtained until that authorization is terminated.

Erosion Prevention: Measures employed to prevent sediment from moving from its existing location including but not limited to: soil stabilization practices, limited grading, mulch, temporary or permanent cover, and construction phasing.

Final Stabilization: Condition where all soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a minimum density of 70 percent of the native background vegetative cover has been established on all non-impervious surfaces and areas not covered by permanent structures unless equivalent permanent stabilization (such as riprap, gabions, or geotextiles) measures have been employed.

Grading Permit Closure Form: Refer to www.pcwperosioncontrol.org

Grading Permit Modification Form: Refer to www.pcwperosioncontrol.org

Impervious Surface: A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to flow off the surface in greater quantities and at an increased rate of flow than prior to development (such as streets, sidewalks, parking lots, roofs, and in some cases highly compacted soil).

Large Construction Activity: Is the clearing, grading and excavating resulting in a land disturbance that will disturb equal to or greater than five acres of land or will disturb less than five acres of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than five acres. Large Construction Activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site.

Municipal Separate Storm Sewer System (MS4) is a separate stormwater sewer system in urbanized cities and counties as having populations of 10,000 or greater as determined by the Bureau of Censes 1990 Decennial Census.

National Pollutant Discharge Elimination System (NPDES): Program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits under the Clean Water Act (Sections 301, 318, 402, and 405) and C.F.R. Title 33, Sections 1317, 1328, 1342, and 1345.

Notice of Intent (CSW-NOI): Refer to NDEQ's website (www.deq.state.ne.us)

Notice of Termination (CSW-NOT): Refer to NDEQ's website (www.deq.state.ne.us)

Outfall: A discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants from construction activity are or may be discharged into waters of the state.

Owner: Person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the construction activity.

Stripping and Grading Notification Form: Refer to www.pcwperosioncontrol.org

Receiving Waters: A general term used to describe all waters of the state.

Responsible Corporate Officer: means the Owner or Operator meeting either of the following conditions: A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental law as and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

Sediment Control: Methods employed to prevent sediment from leaving the construction site after it has eroded from its existing location. Sediment control practices include silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, and temporary or permanent sedimentation basins.

Silvicultural Discharges: "Silvicultural point source" means any discernible, confined, and discrete conveyance related to rock crushing, gravel washing, log sorting, or log storage facilities which are operated in connection with silvicultural activities and from which pollutants are discharged into waters of the state. The term does not include nonpoint source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, and road construction and maintenance from which there is natural runoff during precipitation events.

Small Construction Activity: Is the clearing, grading, and excavation that result in land disturbance of equal to or greater than one acre and less than five acres including disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small Construction Activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

Stabilized: Exposed ground surface has been covered by appropriate materials such as mulch, staked sod, riprap, wood fiber blanket, established grass bed, or other material that prevents erosion from occurring.

Stage Change Request: Refer to www.pcwperosioncontrol.org

Stormwater: Stormwater runoff, snow melt runoff, and surface runoff and drainage.

Stormwater Pollution Prevention Plan (SWPPP): A plan for stormwater discharge that includes erosion prevention measures and sediment controls that, when implemented, will decrease soil erosion on a parcel of land and decrease off-site, non-point source pollution.

SWPPP Site Map Preparation Guide: Refer to www.pcwperosioncontrol.org

Support Activity: Associated construction activity that is directly related to the construction site (such as concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) required to have NPDES permit coverage for discharges of stormwater that may be located on site or in a remote location, but is not a commercial operation serving multiple unrelated construction projects by different Operators nor operates beyond the completion of the construction activity at the last construction project it supports.

Temporary Erosion Protection: Methods employed to temporarily prevent erosion during the construction sequence or while final stabilization is being established. Examples of temporary erosion protection include; straw, mulch, wood chips, and erosion netting.

Waters of the State: All waters within the jurisdiction of this state including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, situated wholly or partly within or bordering upon the state.

Duties, Responsibilities and Limitations of Authority Of Resident Project Representative

Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's Agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *Review of Work and Rejection of Defective Work:*

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

9. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority of RPR

Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

[*Note:* If the work designed or specified by Engineer is to be provided or performed under more than one prime contract or the times of performance are to be staggered, the provisions of this Exhibit should be amended or supplemented as required.]

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACTOR: _____

PROJECT: PIER 15 GRADING, SECTION 1

CONTRACT DATE: _____

LRA JOB NO: 0115104.01-016/316

DATE OF APPLICATION: _____

APPLICATION NO: _____

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	QUANTITY IN PLACE	TOTAL
1.	CLEARING AND GRUBBING GENERAL	1	LS			
2.	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	9	EA			
3.	REMOVE AND SALVAGE 24" FLARED END SECTION	2	EA			
4.	REMOVE AND SALVAGE 30" FLARED END SECTION	2	EA			
5.	REMOVE 24" FLARED END SECTION	2	EA			
6.	REMOVE 30" FLARED END SECTION	3	EA			
7.	REMOVE AND SALVAGE 24" C.S.P.	65	LF			
8.	REMOVE AND SALVAGE 30" C.S.P.	155	LF			
9.	REMOVE 30" C.S.P.	130	LF			
10.	STRIP, STOCKPILE, AND RESPREAD TOPSOIL (ESTABLISHED QUANTITY)	11,430	CY			
11.	EARTHWORK - EXCAVATION (ESTABLISHED QUANTITY)	165,700	CY			
12.	COSNTRUCT 18" C.S.P.	235	LF			
13.	CONSTRUCT SALVAGED 24" C.S.P.	65	LF			
14.	CONSTRUCT 24" C.S.P.	25	LF			
15.	CONSTRUCT SALVAGED 30" C.S.P.	155	LF			
16.	CONSTRUCT SALVAGED 24" FLARED END SECTION	2	EA			
17.	CONSTRUCT SALVAGED 30" FLARED END SECTION	2	EA			
18.	CONSTRUCT 18" FLARED END SECTION	2	EA			
19.	CONSTRUCT 24" C.S. VERTICAL PIPE BEND	1	EA			
20.	CONSTRUCT 30" C.S. VERTICAL PIPE BEND	2	EA			
21.	CONSTRUCT 18" PIPE BEDDING	235	LF			
22.	CONSTRUCT 24" PIPE BEDDING	90	LF			
23.	CONSTRUCT 30" PIPE BEDDING	155	LF			
24.	CONSTRUCT SILT TRAP	1	LS			
25.	CONSTRUCT ROCK RIP-RAP - TYPE "A"	20	TN			
26.	CONSTRUCT INTERCEPTOR SWALE	2,200	LF			
27.	CONSTRUCT ROCK ACCESS ROAD	120	TN			
28.	CONSTRUCT SILT FENCE	3,240	LF			
29.	CLEANOUT SILT FENCE	3,240	LF			
30.	SEEDING - TYPE "TEMPORARY SEED MIX"	14	AC			
31.	STRAW MULCH	14	AC			
32.	ROLLED EROSION CONTROL MATTING - TYPE 2	1,000	SY			

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	QUANTITY IN PLACE	TOTAL
	WORK COMPLETED THIS ESTIMATE				
	OWNER'S RETAINAGE (10%)				
	WORK COMPLETED LAST ESTIMATE				
	AMOUNT DUE THIS ESTIMATE				

The undersigned Contractor certifies that, to the best of his knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____

BY: _____

DATE: _____

ATTEST: _____