

MEMORANDUM

TO: Programs, Project and Operations Subcommittee

SUBJECT: NRC Roof Replacement Bids

DATE: April 2, 2010

FROM: Jerry Herbster, Park Superintendent

On March 30, 2010 at 10:00 a.m., bids for the re-roofing of the District's NRC building at 8901 S. 154th Street, Omaha, Nebraska, were opened at the District Office. There were 12 bids received for asphalt shingles and 4 bids received for metal roofing. After summarizing and researching the lowest bids, the lowest and best bid for asphalt shingles is Stonebrook Roofing at \$65,682.00 and gutters at \$5,701.00. The lowest and best bid for metal roofing was Roof-Tech at 129,000.00 and gutters at \$9,600.00. The engineers estimate for this project was \$86,400.00 for asphalt shingles, and \$132,000.00 for metal roofing, and \$9,300.00 for new gutters.

- **Staff recommends that the bid of Stonebrook Roofing at \$65,682.00 for asphalt shingles and gutters at \$5,701.00 be accepted.**

Natural Resource Center Building Roof Replacement

No	CONTRACTOR	Base Asphalt	Alternate 1 Metal	Alternate 2 Gutters
1	Roof-Tech	69,000.00	129,000.00	9,600.00
2	Stonebrook Roofing	65,682.00	146,700.00	5,701.00
3	Charvat Construction	66,492.00	157,072.00	6,855.00
4	Bradco Construction	70,912.38	178,000.00	5,889.00
5	Weatherguard, Inc. ¹	100,941.20	196,595.20	8,158.95
6	123 Exteriors	62,900.00	No bid	6,000.00
7	Conner Roofing Company, Inc.	72,990.00	No bid	7,800.00
8	Lockman Enterprises	75,600.00	No bid	7,750.00
9	Independent Roofing	84,300.00	No bid	7,680.00
10	H&S Contracting	90,996.00	No bid	7,004.00
11	Stile Construction Services	91,581.68	No bid	6,012.50
12	Scott Enterprises	109,945.00	No bid	14,665.00

¹ Bid thrown out, arrived late at 10:21a, no bid bond, incorrect bid form.



R.W. Engineering & Surveying, Inc.
 6225 North 89th Circle
 Omaha, Nebraska 68134
 Tele: (402) 573-2205
 Fax: (402) 573-5233
 www.rwomaha.com

April 2, 2010

Jerry Herbster
 Papio-Missouri River -- NRD
 8901 South 154th Street
 Omaha, NE 68138

RE: Review of Bids Received on March 30, 2010 NRC Building Roof Replacement

Dear Jerry,

We have reviewed the bids received on March 30, 2010 for the above referenced project. It is the professional opinion of R.W. Engineering & Surveying, Inc. that the lowest and best **BASE** bid is awarded to *Stonebrook Roofing*.

No	CONTRACTOR	Base Asphalt	Alternate 1 Metal	Alternate 2 Gutters
1	123 Exteriors	62,900.00	No bid	6,000.00
2	Stonebrook Roofing	65,682.00	146,700.00	5,701.00
3	Charvat Construction	66,492.00	157,072.00	6,855.00
4	Roof-Tech	69,000.00	129,000.00	9,600.00
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11	Weatherguard, Inc.¹	100,941.20	196,595.20	8,158.95
12	Scott Enterprises	109,945.00	No bid	14,665.00
¹ Bid thrown out, arrived late at 10:21a, no bid bond, incorrect bid form.				
EE	Engineer's Estimate	86,400.00	132,000.00	9,300.00

R.W. Engineering & Surveying, Inc. makes no recommendation on **ALTERNATE 1** as it is our professional opinion that the metal roof advantages cannot be justified with an added cost of \$63,318.00 over the base bid.

It is our professional that the lowest and best **ALTERNATE 2** bid is awarded to *Stonebrook Roofing*.

If you have any questions, please give me a call.

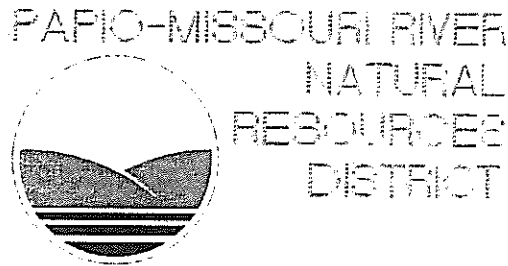
Respectfully Submitted,
 R.W. Engineering & Surveying, Inc.

Russell W. Falconer, PE
 President

#1

Natural Resources Center Building Roof Replacement

Chalco Hills Recreation Area
8901 South 154th Street - Omaha, Nebraska



General Manager
John Winkler

Park Superintendent
Jerry Herbster

PROJECT MANUAL - BIDDING DATA & CONTRACT REQUIREMENTS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

March 30, 2010 - 10:00am

Prepared by:



PROJECT MANUAL FOR:

Natural Resources Center Building Roof Replacement

8901 South 154th Street
Omaha, Nebraska

Owner: Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, Nebraska 68138
Tel: 402-444-6222
Fax: 402-895-6543

Civil Engineer: R.W. Engineering & Surveying, Inc.
6225 North 89th Circle
Omaha, Nebraska 68134
Tel: 402-573-2205
Fax: 402-573-5233

I hereby certify that these plans and specifications were prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of Nebraska.



March 15, 2010

Natural Resources Center Building Roof Replacement

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NOTICE TO BIDDERS

NATURAL RESOURCES CENTER BUILDING ROOF REPLACEMENTS

Papio-Missouri River Natural Resources District

Notice is hereby given that the Papio-Missouri River Natural Resources District will receive sealed bids for Natural Resources Center Building Roof Replacement. Bids will be received by the Papio-Missouri River Natural Resources District until 10:00 AM, on Tuesday, March 30, 2010 in the District Office, 8901 South 154th Street, Omaha, Nebraska, at which time they will be opened and read aloud.

Each bid must be accompanied by a certified check or bid bond payable to the Papio-Missouri River Natural Resources District for ten percent (10%) of the total amount of the bid, to be forfeited to the District as liquidated damages if the bidder awarded the contract fails to enter into a contract with the District within five days of his notification.

The contractor shall furnish a performance bond guaranteeing the faithful performance of the work and a payment bond each in the amount of 100% of the contract price, which shall be furnished at the time of signing the contract by the contractor.

Copies of the plans, specifications, and other contract documents may be viewed at the District Office, 8901 South 154th Street, Omaha, Nebraska and may be obtained at the office of R.W. ENGINEERING & SURVEYING, INC. at 6225 North 89th Circle, Omaha, Nebraska, 68134 upon deposit of \$30 for each set, none of which will be refunded.

John Winkler
General Manager
Papio-Missouri River Natural Resources District

INSTRUCTIONS TO BIDDERS

PROPOSALS

Proposals must be submitted on forms provided by the Papio-Missouri River Natural Resources District through their Engineer.

Proposals shall be enclosed in a sealed envelope marked: Proposal for NATURAL RESOURCES CENTER BUILDING ROOF REPLACEMENT and must be filed at the time and place specified in the "Notice to Bidders". The envelope shall also be marked with the name and address of the Bidder on the face of the envelope.

No proposal may be withdrawn within 60 days of the opening of bids.

The proposal is requested on the basis of unit or lump sum price as indicated in the proposal. The successful bidder will not be allowed to subcontract or sublet more than 50% of the total contract amount bid.

BID SECURITY

Each proposal shall include a certified check or bid bond by a surety company registered to do business in the State of Nebraska in the amount of ten percent (10%) of the total bid price. The bid security shall be forfeited to the Papio - Missouri River Natural Resources District in the event the successful bidder, without fault to the Natural Resources District, fails to provide adequate bonds, acceptable certificate of insurance, or execute the contract within 15 days of award by the Papio Board

The bid security of the two lowest bidders will be held until the contract is executed or all bids rejected. Other unsuccessful bidders will have their bid security returned immediately following a bid audit and determination of the lowest bidder.

OBLIGATION OF BIDDER

At the time of the opening of bids each bidder will be presumed to have inspected the site and determined to his own satisfaction the nature of existing conditions and to have read and become familiar with the plans, specifications and contract documents for this project. Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve such bidder from their obligation in respect to his bid.

INTERPRETATION OF DOCUMENTS

If any person in contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of these plans, specifications or contract documents, they may submit to the Engineer, in writing, a request for an interpretation thereof. Any interpretation of documents will be made by addendum duly issued and made available to each person receiving a set of documents. The Papio-Missouri River Natural Resources District will not be responsible for any other interpretation.

PERFORMANCE, PAYMENT MAINTENANCE BONDS

The successful bidder will be required to furnish a bond in the amount of one-hundred percent (100%) of the total contract price, said bond to be issued by a responsible surety approved by the Natural Resources District, and shall guarantee the faithful performance of the contract and terms and conditions therein contained and maintenance of said improvements in good repair for not less than two (2) years from time of acceptance of the improvements by the Papio Board. Good repair shall be construed to mean free from any functional or structural deterioration, except that caused from ordinarily reasonable use and acts of God, or vandalism, which appreciably reduces the effectiveness of the improvement for the purpose intended or any serious departure from the standards of original construction.

If, in the opinion of the Natural Resources District, such deterioration takes place, they shall so notify the contractor by registered letter to the address given in the contractor's proposal and send a copy of such notice to the bonding company, which notice is mutually agreed to be sufficient and adequate. If the contractor shall not proceed to remedy such defects as are called to his attention in the notice within ten days, the Natural Resources District shall cause the repairs to be made as it deems best, and the entire cost thereof shall be paid by the contractor or his sureties.

INSURANCE

The successful bidder will be required to provide a certificate of insurance in an amount and form satisfactory to the Papio - Missouri River Natural Resources District.

The minimum coverage limits are:

1. Workmen's Compensation and Employers' Liability
 - (a) Workers' Compensation: Statutory minimum
 - (b) Employers' Liability: \$100,000.00 per accident
2. Comprehensive General Liability (including Premises-Operations, Independent Contractors' Protection, Products Liability and Completed Operations, Broad Form Property Damage, and Contractual Liability):
 - (a) Bodily Injury \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate
 - (b) Property Damage \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate
 - (c) Policy form for General Liability coverages shall be Comprehensive General Liability only.
 - (d) General Liability coverages shall be provided on an occurrence basis only.
 - (e) Products Liability and Completed Operations coverages shall be maintained for two (2) years after final payment.
 - (f) Broad Form Property Damage coverage shall include X, C and U coverage.
 - (g) Broad Form Property Damage coverage shall include Completed Operations coverage.
3. Contractual Liability:
 - (a) Bodily Injury \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate
 - (b) Property Damage \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate
4. Personal Injury (Employment Exclusion deleted)
\$2,000,000.00 aggregate
5. Business Auto Liability (including owned, non-owned and hired vehicles):
 - (a) Bodily Injury \$1,000,000.00 per person
\$2,000,000.00 per accident
 - (b) Property Damage \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate
6. General Provisions:
 - (a) Limits may be covered with a combination of primary and excess policies.
 - (b) All Policies shall be endorsed to have any annual aggregate apply on a per-project basis, and to provide for 30-days written notice to the District prior to termination or change in the coverage provided.
 - (c) The District reserves the right to approve the Contractor's insurers.

General Manager, Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, Nebraska 68138-3621

PRE-BID INSPECTION

An on-site pre-bid inspection meeting is not scheduled. Prospective bidders shall contact the Park Superintendent (Jerry Herbster) and arrange a time to review the project. Prospective bidders are advised to bring their own ladders.

TIME OF COMPLETION

If awarded a contract for the work designated as NATURAL RESOURCES CENTER BUILDING ROOF REPLACEMENT, the Contractor agrees to begin the work within ten days of the date of the notice to proceed, which shall be directed to the Contractor on or before April 9, 2010. The contractor shall complete all work within 30 working days for the NATURAL RESOURCES CENTER BUILDING ROOF REPLACEMENT as stipulated in Subsection 3.1.23 of the General Conditions.

TENTATIVE START DATE

April 19, 2010

BID FORM

Papio Board
Papio-Missouri River Natural Resources District

Firm _____
By _____
Title _____

Project: NATURAL RESOURCES CENTER BUILDING ROOF REPLACEMENT

The undersigned have carefully examined the plans, specifications and contract documents prepared for: Papio-Missouri River Natural Resources District;

And hereby declares that this proposal is made in good faith without fraud or collusion with any other person(s) bidding on this contract; and hereby agrees to enter into a contract within 15 days of award by the Papio Board;

And hereby agrees the enclosed bid security will be forfeited to the Papio-Missouri River Natural Resources District as liquidated damages for failure to enter a contract as specified;

And hereby proposes to furnish all labor, materials, and equipment required to perform the work according to the following:

Bidder must complete all entries provided or the bid will be considered incomplete and void.

Firm _____
By _____
Title _____

BID FORM

- 1.1 TO: Papio-Missouri River Natural Resources District
- 1.2 FOR: Natural Resources Center Building Roof Replacement
- 1.3 OFFER

- A. The undersigned, being familiar with the local conditions affecting the cost of the Work, Notice to Bidders, Instructions to Bidders, Bid Form, Agreement, Bond Requirements, General Conditions, Technical Specifications, Special Provisions, Drawings, and Addenda which govern the purchase of material and labor and the awarding of Contracts, hereby proposes to furnish all labor, materials, equipment and services required for the Construction of the proposed project and to perform such work in accordance with the Contract Documents for the following sums:
- B. In submitting this bid, I agree:
To hold my bid open for Sixty (60) days after the receipt of bids
To perform all work required by the Contract Documents
- C. In submitting this bid, it is understood that the right is reserved by the Papio-Missouri River Natural Resource Board of Directors to accept any proposal which, in its judgment, is the lowest and best proposal, and to waive any irregularities or informalities in any proposal.
- D. Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

BASE BID: Provide all work as required by the Contract Documents for the sum of:

_____ dollars

(\$ _____), in lawful money of the United States of America.

1.4 ALTERNATES:

Alternate Bid #1: Install Metal Roofing in lieu of Architectural Composition Shingles for the sum of:

_____ dollars

(\$ _____), in lawful money of the United States of America.

Alternate Bid #2: Remove all gutters & downspouts and install new prefinished aluminum gutters & downspouts:

ADD _____ dollars

(\$ _____), in lawful money of the United States of America.

1.4 CONTRACT TIME:

- A. The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid.
- B. The Contractor shall complete all work within 30 working days.

1.5 ADDENDA:

Bidder acknowledges receipt of Addenda No. _____, through _____

1.6 UNIT PRICES:

SF = Square Foot SY = Square Yard LF = Linear Foot EA = Each

The undersigned further proposes and agrees that if the amount of the work required be increased or decrease, by a request of the Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost or credit. Each Unit Price shall include all equipment, tools, labor, permits, fee, etc. incidental to the completion of the work involved based on the construction detail(s) on the Contract Drawings and all materials listed in the noted Specification Section. Unit prices will be decreased ten percent (10%) if change requested is a reduction of work.

UNIT PRICE DESCRIPTION

- 1. Decking replacement \$ _____/SF
- 2. Fascia board replacement \$ _____/LF

SIGN ALL COPIES

Firm _____
By _____
Title _____

ATTACHMENTS:

The following attachments are submitted with the Bid:

- Bid Security.
- Security Company Certificate that it will provide required bonds.
- Any Additions, variations, alternates, or exceptions to the Bid Documents

Submitted by:

Signature Date

Title

For:

Company

Address

City, State, Zip

Telephone Fax

SYNOPSIS OF EXPERIENCE RECORD (This Synopsis must accompany Proposal Form)

Name of Bidder _____

Business Address _____

Check One: Individual () Partnership () Corporation ()

Construction successfully completed within past five years similar in size, scope, and difficulty of construction to the work bid upon.

	Name of Owner	Name of Project	Location of Project	Amount of Original Contract	Amount of Final Contract
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____

Number of Contract Days Allowed for Above Projects

Actual Number of Days to Complete Above Projects

1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

Each sub-contractor proposed to perform work items for the bidder shall also fill out completely a "Synopsis of Experience Record" form and shall be submitted with the bidders completed form as a part of the proposal. Failure to submit this form with the proposal will be cause to consider the bidder's proposal incomplete and void.

Name of Company

By: _____ Date: _____

Title:

AGREEMENT

Papio-Missouri River Natural Resources District ("the District")
8901 S. 154th Street
Omaha, NE 68138
Phone: 402-444-6222
Fax: 402-895-6543

Contractor Information:

Name: _____ ("Contractor")
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____

Work to be performed by the District ("the Work")

Contractor agrees to undertake the work as an independent contractor without creation of an employee-employer relationship between Contractor and the District. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the District, its directors, officers, employees, from and against all claims and demands of all persons arising out of the performance of the Work including but not limited to claims by the Contractor or Contractor's employees for damages to persons or property, except as may be caused by the sole negligence or willful misconduct of the District or of its directors, officers, or employees.

Contractor agrees to maintain the following types and minimum limits of insurance during the term of this contract, at the commencement of the Work, and at other times as reasonably requested by the District, to furnish Certificates of Insurance to the District evidencing the same:

- A. Commercial General Liability - \$1,000,000 - naming the District as an additional insured
- B. Workers Compensation - Statutory Limits
- C. Commercial Auto Liability - \$1,000,000

Contractor agrees to perform the Work skillfully, carefully, diligently, and in a good and workmanlike manner, and guarantees the Work against all defects in materials or workmanship for two years after the completion of the Work.

Contractor agrees to comply with all Federal, State, and local laws, codes and regulations and agrees to pay all taxes imposed by any Federal, State or local law, and any employment insurance, pensions or old age retirement funds, due as a result or incident of the Work.

Accepted and agreed to:

Papio-Missouri River NRD

Contractor: _____
(Business Name)

By: _____
(Signature/date)

By: _____
(Signature/date)

This AGREEMENT is made and entered this _____ day of _____, 20____, by and between the Papio-Missouri River Natural Resources District, hereinafter called the Owner, and _____, hereinafter called the Contractor, with said Agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the _____ day of _____, 20____, did submit a proposal to the Owner on certain Plans and Specifications entitled _____ a copy of which Proposal is hereto attached and made a part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with other as follows:

- 5.1 The Contract Documents include the Notice to Bidders, Instructions to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Bonds, Standard Details, Construction Drawings, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
- 5.2 The Contractor agrees to furnish all labor, mechanics for labor, tools, materials, and equipment to complete the construction under this Contract in a good and workmanlike manner in accordance with the Plans and Specifications.
- 5.3 The Owner agrees to pay the Contractor in accordance with the provisions of said plans and specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitutions or changes in said plans and specifications shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
- 5.4 The Contractor shall complete the work under this Contract within the time allotted by the Instructions to Bidders or by an approved extension thereof. If the Contractor shall fail to do so, then the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of \$375 for each and every day that the Contractor is in default of substantial completion of the work under this contract for NATURAL RESOURCE CENTER BUILDING ROOF REPLACEMENT.

IN WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this _____ day of _____, 20_____, at

Executed for Contractor:

By: _____

(Title)

ATTEST: (Witness):

Executed for Owner:

By: _____
Natural Resources District General Manager

ATTEST: (Witness)

Bonds and Insurance Approved:

By: _____
Natural Resources District Project Manager

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS; that _____
as Principal, hereinafter called Contractor, and, _____, a
corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound
unto the Papio-Missouri River Natural Resources District, as Obligee, hereinafter called Owner, in the amount of:
_____ dollars
(\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the Owner for:

in accordance with Plans and Specifications prepared by R.W. Engineering & Surveying, Inc. which contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever Contractor shall be, and declared by Owner to be default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for the Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Said Contractor is obligated and bound by this Contract to keep and maintain said improvement in good repair for a period of two (2) years after acceptance of the same by the Board of Directors, Papio-Missouri River Natural Resources District and this bond shall be security therefore.

Any suit under this bond must be instituted before the expiration of two (2) years from the date of which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this _____ day of _____ 20 _____.

Witness

Principal Seal

Title

Witness

Surety Seal

Countersigned:

Title

() Resident Agent

By:

Attorney-in-fact

Filed in my office this _____ day of _____ 20 _____.

Natural Resources District General Manager

LABOR AND MATERIAL PAYMENT BOND

This bond is issued simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract. KNOW ALL MEN BY THESE PRESENTS: that _____, as Principal hereinafter called Principal, and, _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound into the Papio-Missouri River Natural Resources District, as Obligee, hereinafter called, Owner, for the use and benefit of claimants as herein below defined, in the amount of: _____ dollars (\$ _____) for the payment whereof Principal and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

Principal has by written agreement dated _____, 20____ entered into a contract with Owner for _____ in accordance with Plans and Specifications prepared by: R.W. ENGINEERING & SURVEYING, INC., which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant has herein defined, who has not been paid in full before the expiration of a period of (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereof the Owner shall not be liable for the payment of any costs or expenses of any such suite.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of two (2) years following the date of which principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the District in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20 _____

Principal Seal

Witness

Title

Surety

Witness

Title

Filed in My Office this _____ day of _____, 20 _____

Natural Resources District Project Manager

GENERAL CONDITIONS

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3.1 DEFINITIONS

3.1.01 General: In the interpretation and construction of these Specifications and the Contract, or in any documents or instruments dealing with the construction operations governed by these Specifications, the following words, terms and abbreviations, or pronouns in place of them shall each be construed as defined below.

3.1.02 Contract Documents: Those documents consisting of the agreement, General Conditions, Supplemental Specifications, Special Provisions, or Detailed Specifications, Plan details and Standard Specifications, all Addenda issued prior to the execution of the Contract, and all Modifications thereto.

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer, or (4) a written order for a minor change in the Work issued by the Engineer. A Modification may be made only after execution of the Contract.

3.1.03 Owner: Papio-Missouri River Natural Resources District

3.1.04 Engineer: R.W. Engineering & Surveying, Inc.

3.1.05 The Work: The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

3.1.06 The Project: The Project is the total construction designed by the Engineer of which the Work performed under the Contract Documents may be the whole or a part.

3.1.07 Plans: The official drawings, plans, profiles, typical cross section and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of work to be performed. All such drawings, as listed elsewhere in the Contract Documents, are to be considered as a part of the Plans whether attached to the Specifications or separate there from.

3.1.08 Standard Specifications: The directions and requirements of the detailed technical specifications as contained herein, as supplemented by such detailed specification requirements as may be provided, pertaining to the manner of performing the work or the quantities and quality of materials to be furnished under the Contract.

3.1.09 Supplemental Specifications: Specifications that are an addition to or a modification of the Standard Specifications.

3.1.10 Special Provisions or Detailed Specifications: Contract requirements peculiar to the project, which are not otherwise thoroughly or satisfactorily detailed and set forth in the Specifications.

3.1.11 Bidder: An individual, firm, co-partnership or corporation, or combination thereof, submitting a Proposal for the work contemplated and acting directly or through a duly authorized representative.

3.1.12 Proposal: The written offer or copy thereof of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form properly signed and guaranteed.

3.1.13 Proposal Guarantee: Bid security accompanying the Proposal submitted by the Bidder, as a guarantee that he will enter into Contract with the Owner for performance of the work and furnish required bond or bonds if the Contract is awarded to him, in accordance with Instructions to Bidders.

3.1.14 Contract: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between parties hereto. The Contract may be amended or modified only by a Modification as defined herein.

3.1.15 Contractor: The individual, firm, co-partnership or corporation, and his, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or his, their or its surety under the contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

3.1.16 Subcontractor: Any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in performing work under any part of the Contract, but does not include one who merely furnishes material.

3.1.17 Performance and Payment Bonds: The approved form of security furnished by the Contractor and his surety, as required in the Contract Documents. It shall be conditioned that such person or persons who enter into Contract with the Owner shall faithfully perform all the provisions of the Contract and complete the work in accordance with the Plans and Specifications, including making full payment for labor and materials used in the work.

3.1.18 Surety: The person, firm or corporation who executes the Contractor's Performance Bond.

3.1.19 Written Notice: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice. It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

3.1.20 Governmental Agency: Any governmental unit having jurisdiction.

3.1.21 Act of God: An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or any other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God.

3.1.22 Days: Unless otherwise designated, days as used in the Specifications will be understood to mean calendar days.

3.1.23 Working Days: Prior to commencement of work, beginning on the date designated in the notice to proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a day other than Saturday, Sunday, or a recognized legal holiday.

Any day, except Saturday, Sundays and city 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 proceeding with at least 80 percent of the labor and equipment force normally engaged in such operation or operations for at least 50 percent of the full number of hours in his normal daily schedule. Also, a Saturday, Sunday or city holiday on which any work is performed on the current controlling operation or operations unless the Contractor is prevented by weather, soil conditions, or other conditions beyond the Contractor's control as determined by the Engineer, from proceeding for at least 50 percent of the full number of hours in his normal schedule with 80 percent of the normal working force.

Working days will not be charged for the day before or after a holiday when the contract documents specifically prohibit work and the contractor does not work.

Working days will not be counted during periods of suspension of work ordered by the engineer except when the suspension is a result of a violation of terms of the contract.

Calendar Days: Prior to commencement of work, beginning on the date designated in the notice to proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a day other than a recognized legal holiday.

Any day, except city 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 proceeding with at least 80 percent of the labor and equipment force normally engaged in such operation or operations for at least 50 percent of the full number of hours in his normal daily schedule.

Calendar days will not be counted during periods of suspension of work ordered by the engineer except when the suspension is a result of a violation of terms of the contract.

3.1.24 Time of Completion: Time of completion of the work may be determined in either of the following ways, as set out elsewhere in the Contract Documents:

Date set out in Contract Documents for completion of the work: or

Number of working or calendar days set out in Contract Documents, after Notice to Proceed. See also Paragraph 3.1.23

3.2 PLANS, SPECIFICATIONS, AND RELATED DATA

3.2.01 Intent of Plans and Specifications: The intent of the Plans and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the project in an acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

It is further the intention of the Plans and Specification to set forth requirements of performance, type of equipment and structures, and standards of materials and construction, to require new material and equipment unless otherwise indicated, and to require complete performance of the work without specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

3.2.02 Discrepancies in Plans: Any discrepancies found between the Plans and Specifications and site conditions, or any errors, omissions or ambiguities in the Plans or Specifications shall be immediately reported to the Engineer.

Questions as to meaning of Plans and Specifications shall be interpreted by the Engineer, whose decision shall be final and binding on all parties concerned. The Engineer will provide the Contractor with such information as may be required to show revised or additional details of construction. The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The Engineer will provide full information when errors or omissions are discovered. Any work done by the Contractor, after his discovery of such discrepancies, errors or omissions and prior to a decision by the Engineer, shall be done at the Contractor's risk.

3.2.03 Plans and Specifications at Job Site: One complete set of all Plans and Specifications shall be maintained by the Contractor at the job site and shall be available to the Engineer at all times.

3.2.04 Ownership of Plans and Specifications: All original or duplicated drawings and Specifications and other data prepared by the engineer shall remain the property of the Engineer, and they shall not be re-used on other work.

3.2.05 Dimensions: Figured dimensions on the Plans will be used in preference to scaling the drawings. Where the work of the contractor is affected by finish dimensions or manufacturer's equipment, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

3.2.06 Models: All models prepared for this work, in accordance with requirements of Plans or Specifications, shall become the property of the Owner at the time of completion of the work.

3.3 ENGINEER-OWNER-CONTRACTOR RELATIONS

3.3.01 Engineers Responsibility and Authority: The Engineer is the Owner's authorized representative for the Work performed under this Contract. He will provide general administration of the Contract insofar as their proper interpretation and as described hereinafter.

The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

All materials used and all completed work by the Contractor shall be subject at all times to the observation, test, and approval of the Engineer, if required by the owner. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Engineer and shall furnish any information required concerning the nature or source of any materials or equipment which he proposes to use.

The construction, fabrication, and manufacture of any equipment or materials specified herein may be inspected by the Engineer at the plant or factory and the Engineer shall have free access to make such inspection.

Materials, equipment, or work, which do not satisfactorily meet the Specifications, may be condemned by the Engineer by giving a written notice to the Contractor. All condemned materials, equipment, or work shall be promptly removed and replaced.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner even though said defective items may have been allowed to be incorporated into the project.

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which decisions shall be subject to arbitration.

3.3.02 Inspection: The Engineer or his authorized representative shall at all times have access to the work site. The Engineer or his representative shall make periodic visits to the work site to determine the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. The authorized person performing such inspection shall have authority to reject or condemn defective work or materials, or suspend all or any portion of the work not being performed in accordance with the Contract Documents.

The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

3.3.03 Owner: The Owner shall provide the lands, as specified, upon which the work under the Contract is to be performed including rights-of-way for construction. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the time of completion.

The Owner shall furnish all surveys describing the physical characteristics, legal limits and approximate utility locations for the site of the Project. Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

The Owner shall issue all instructions to the Contractor through the Engineer.

3.3.04 Contractor's Responsibility: The Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and Modifications and shall at once report to the Engineer any error, inconsistency or omission he may discover; but the Contractor shall not be liable to the Owner or the Engineer for any damage resulting from any such errors, inconsistencies or omissions.

3.3.04.01 Supervision and Construction Procedures: The contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

3.3.04.02 Labor and Materials: Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

3.3.04.03 Warranty: The contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The warranty provided in this Paragraph 3.3.04.03 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

3.3.04.04 Taxes: Sales tax will not be paid on materials permanently incorporated in the project. The Owner will provide a tax exempt number to the successful bidder.

3.3.04.05 Permits, Fees and Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

3.3.04.06 Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Engineer, and shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be so confirmed on written request in each case.

3.3.04.07 Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

3.3.04.08 Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit to the Engineer's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the proposed dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Engineer's approval.

3.3.04.09 Drawings and Specifications at the Site: The Contractor shall maintain at the site for the Owner one copy of all drawings, Specifications, Addenda, approved shop drawings, change orders and other modifications, in good order and marked to record all changes made during construction. These shall be available to the Engineer. The drawings marked to record all changes made during construction, shall be delivered to him for the Owner upon completion of the Work.

3.3.04.10 Shop Drawings and Samples: Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.

The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all shop drawings and samples required by the Contract Documents or subsequently by the Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified or as the Engineer may require. At the time of submission the Contractor shall inform the Engineer in writing of any deviation in the shop drawings or samples from the Requirements of the Contract Documents.

By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the Contract Documents.

The Engineer will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the Engineer and shall submit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such a deviation at the time of

submission and the Engineer has given written approval to the specific deviation, nor shall the Engineer approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

3.3.04.11 Use of Site: The Contractor shall confine his operations to each work site and shall give special consideration to providing safe working conditions during and after working hours for pedestrian traffic. The Contractor shall not unreasonably encumber the site with any materials or equipment.

3.3.04.12 Cutting and Patching of Work: The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together properly, and shall not endanger any Work by cutting, excavating or otherwise altering the Work or any part of it.

3.3.04.13 Cleaning Up: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all grass surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.3.04.14 Communications: The Contractor shall forward all communications to the Owner through the Engineer.

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

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.3.04.15 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph 3.3.04.15 shall not extend to the liability of the Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of directions or instructions by the Engineer, his agents or employees provided such direction is the primary cause of the injury or damage.

3.3.04.16 Lands by Contractor: Any additional land and access thereto that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Plans and Specifications and such additional areas, which he may provide as approved by the Engineer.

3.3.04.17 Private Property: The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all property along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures.

3.4 SUBCONTRACTORS

3.4.01 Subcontractors: At the time specified by the Contract Documents or when requested by the Engineer, the Contractor shall submit in writing to the Owner for approval the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request of and with the approval of the Owner. The Contractor is responsible to the Owner for the acts and omissions of his Subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and

omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner.

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract, the Contract Documents, the Plans, the General Conditions of Contract, the Supplementary General Conditions, and the Special Conditions and the Specifications as far as applicable to his work, including the following provisions of this Section, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Engineer.

The Subcontractor agrees to be bound to the Contractor by the terms of the Contract, the Contract Documents, the Plans, the General Conditions of Contract, the Supplementary General Conditions, the Special Conditions and the Specifications and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner. The Contractor agrees to be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the terms of said documents, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

The contractor shall not assign, sublet, or transfer the whole or any part of the work herein specified without the written consent of the Owner. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.

For convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between Contractor and Subcontractors.

3.5 SUSPENSION OF WORK-CONTRACT TERMINATION

3.5.01 Suspension of Work by Engineer: When, in judgment of the Engineer, unfavorable weather or any other condition makes it impractical to secure first-class results, or should the Contractor fail to carry out the provisions of the Contract or supply materials meeting the requirements of the Specifications, the Engineer may issue to the Contractor a written order to suspend work on all or any part of the Contract work. When conditions are again favorable for prosecution of the work, the Engineer will issue to the Contractor a written order to resume the suspended work. Orders to suspend work will not be written for intermittent shutdowns due to weather conditions unless the suspension of work is to be for an extended period of time. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed down.

Suspension of the work by the Engineer shall not furnish any grounds for claims by the Contractor for damages or extra compensation, but the period of such suspensions shall be allowed in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the Contract, except as permitted in Paragraph 3.5.03, without the written order of the Engineers stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the work days specified. The question as to the necessity of discontinuing any portion of the work by reason of unfavorable weather conditions shall be determined by the Engineer.

3.5.02 Suspension of Work by Owner: The Owner may at any time suspend the work, or any part thereof, by giving ten days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten days after the date fixed in the written notice from the Owner to Contractor to do so.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within a year of the date fixed in the written notice to suspend, then the Contractor may abandon the portion of the work so suspended, and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any.

If suspension of all or part of the work causes additional expense not due to the fault or negligence of the Contractor, the Owner shall reimburse the Contractor for the additional expense incurred due to suspension of the work. Claims for such compensation, with complete substantiating records, shall be filed with the Engineer within ten days after the date of order to resume work in order to receive consideration. This paragraph shall not be construed as entitling the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety or sureties specified herein, for suspension made at the request of the Contractor, or for any other delay provided for in the Contract Documents.

3.5.03 Suspension of Work by Contractor: The Contractor may suspend work upon ten (10) days' written notice to the Owner and the Engineer, for any of the following reasons:

If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

If the Engineer should fail to act upon any request for payment, in the manner set forth herein, within ten (10) days after it is presented in accordance with the General Conditions.

If the Owner should fail to act upon any Request for Payment, in the manner set forth herein, within thirty-one (31) days after its approval by the Engineer.

If the Owner should fail to pay the Contractor any sum within thirty-one (31) days after its award by arbitrators.

3.5.04 Owner's Right to Terminate Contract and Complete the Work: If the Contractor should be adjudged as bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on the account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to the subcontractors or for materials or labor; or persistently disregard laws, ordinances, or the instructions of the Engineer; or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment.

If the cost of completing the work by the Owner shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

3.5.05 Contractor's Right to Terminate Contract: The Contractor may terminate contract upon ten (10) days' written notice to the Owner and the Engineer, if an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

3.6 MISCELLANEOUS PROVISIONS

3.6.01 Arbitration: Should there be any question of the decision of the Engineer, which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the Contract. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Engineer to do so and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last know address of each within ten (10) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject, however, to any express stipulation to the contrary in the Contract Documents. Should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be as if the Engineer's decision had been rendered against the party demanding arbitration.

No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator; otherwise there shall be three; one named in writing by each party to this Contract to the other party and to the Engineer, and the third chosen by these two arbitrators; or if they fail to select a third within fifteen days, then he shall be chosen by the presiding office of the state or county bar association nearest to the location of the Work. Should the party demanding arbitration fail to name an arbitrator within ten day of his demand, his right to arbitration shall lapse. Should the other party fail to choose an arbitrator within the said ten days, then such presiding officer shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers of information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.

If there be one arbitrator, his/her decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law it may be filed in court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense and trouble incidental to the arbitration and, if the arbitration was taken without reasonable cause, damages for delay. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs of charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award, unless otherwise provided by the controlling statutes.

In the event of such statutes providing on any matter covered by this article otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accordance with the said statutes, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirement of the jurisdiction having authority over the arbitration.

The invalidity of any provision of this paragraph 3.6.01 shall not invalidate the remaining provisions of this Paragraph.

3.6.02 Separate Contracts: The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. The Contractor shall report to the Engineer any irregularities, which he may detect which will not permit him to complete his work in a satisfactory manner. The Contractor shall not be responsible for defects, which develop due to the work of others after the work is completed. The Contractor shall report to the Engineer immediately any difference between completed work by others and the Plans.

3.6.03 Performance Bond and Labor and Materials (Payment) Bond: Upon Owner acceptance of the Bid Proposal, the Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under. Such bonds will be on the forms provided and in the full amount of the Contract. The contractor shall not proceed with the Work until such time as the Owner has received and approved such bonds.

3.6.04 Insurance: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself 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:

- A. **Workmen's Compensation Insurance:** The Contractor shall obtain and maintain, during the life of the Contract, Workmen's Compensation Insurance, as required by the State of Nebraska, for all of his employees and in case any Work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employee's unless such employees are covered by the Contractor's insurance.
- B. **Public Liability and Property Damage Insurance:** The Contractor shall obtain and maintain during the life of the Contract such Public Liability and Property Damage Insurance (construed as including Contractor's contingent or protective insurance to protect the Contractor from damage claims arising from operations under the Contract) as shall protect him from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract whether such operations be by himself, or by any Subcontractor, or by anyone directly or indirectly employed by either of them. All liability insurance required herein shall be under Comprehensive General and Automobile Bodily Injury and Property Damage form policy, including Broad Form Property damage with no exclusion of XCU, and Completed Operations and Products Liability. The Completed Operations insurance to cover the time period from Substantial Completion to the end of the Contract Guarantee.

The insurance required herein shall be written for no less than the limits defined under the Instructions to Bidders or required by law, which ever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.04.15.

3.6.05 Salvage: Unless otherwise indicated on the Plans or in the Detailed Specifications, all castings, pipe and any other salvaged material taken from the work shall be the property of the Owner.

3.6.06 Cleanup: The Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within seventy-two (72) hours after request by the Engineer, the work may be done by the Owner and the cost thereof be charged to the Contractor and deducted from his final estimate.

3.6.07 Rights of Various Interests: Whenever work is required by the Owner's forces, other contractors, or public or private utilities to complete the Project, the respective rights of the various interests shall be established by the Engineer to secure the completion of various portions of the Work.

3.6.08 Emergency: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property. In cases where the Contractor cannot or does not meet the emergency, the Owner may take action as outlined above. Compensation for emergency work shall be determined by mutual agreement and by a method set forth in Paragraph 3.9.02.

3.6.09 Oral Agreements: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing, signed by the parties to be bound, and no evidence shall be introduced in any preceding of any other waiver or modification.

3.7 TIME

3.7.01 Time of Completion: The Time of Completion is the period of time allotted in the Contract Documents for completion of the Work.

The date of commencement of the Work is the date established in a notice to proceed.

The Date of Substantial Completion of the Work is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work for the use for which it is intended.

3.7.02 Progress and Completion: All time limits stated in the Contract Documents are of the essence of the Contract.

The Contractor shall begin the Work on the date of Commencement as defined above. He shall carry the Work forward expeditiously with adequate forces and shall complete it within the Time of Completion.

The Engineer shall monitor the progress of the Work and periodically prepare reports indicating the number of working days involved and the cause for any day that work is not performed.

3.7.03 Delays and Extension of Contract Time: Delays caused by injunction or legal actions, arbitration, "Acts of God", or other causes beyond the control of the Contractor, shall entitle the Contractor to an extension of time within which to complete the work..

Application for such an extension of time shall be made to the Owner in writing by the Contractor within ten days after the occurrence of such delay and shall site reasons for the request for the extension of time.

No extension of time shall be valid unless the Owner gives it in writing. Such extension of time shall be granted by Change Order for such reasonable time as the Engineer may determine.

3.7.04 Liquidated Damages: If the Contractor shall fail to complete the Contract within the time allotted in the Contract Documents, then the Contractor shall pay the Owner as liquidated damages, and not as a penalty, a sum as set forth in this Agreement for each and every day that the Contractor is in default of Substantial Completion of the Work.

3.8 ADDITIONAL INFORMATION

3.8.01 Additional Information: If the Plans and Specifications are not sufficiently clear to permit the Contractor to proceed with the work, the Engineer shall, either upon his own initiative or upon the request of the Contractor, furnish additional written instructions, together with additional drawings as may be necessary. When such a request is made by the Contractor, it must be in ample time to permit the preparation of the instructions and drawings by the Engineer before the construction of the work covered by them is

undertaken. Such additional instructions and drawings shall be consistent with the Contract Documents and shall have the same force and effect as if contained in the Contract Documents.

For the purpose of avoiding delays in the preparation of such additional drawings, the Engineer and the Contractor shall jointly prepare a schedule showing the time for the commencement of the work to be included in them and the time the Contractor shall furnish the necessary shop drawings which may be necessary for their preparation. The Contractor shall not do work without proper drawings of instructions and shall, at his own expense, replace any work wrongly executed.

3.9 CHANGES IN THE WORK

3.9.01 Increase or Decrease in Quantities: The Owner reserves the right to make such alterations in the Plans or estimated quantities of work to the extent authorized by law and as may be considered necessary without invalidating the Contract. All such changes in the work shall be authorized by change order, and executed in accordance with the Contract Documents. Changes in the work that may increase or decrease the estimated quantity for any unit by 25% will be paid for at the Contract unit price for that item. Changes that exceed 25% shall be agreed to by execution of a supplemental agreement, prior to undertaking such work.

3.9.02 Extra Work: Any extra work made necessary by alteration of or additions to the Plans or by other reasons for which no price is provided in the Contract, shall be agreed upon before the extra work begins by the Contractor as directed by the Engineer and he shall be compensated therefore as follows:

- A. Unit prices: By unit prices mutually agreed upon by the Owner and the Contractor.
- B. Lump-Sum: By an acceptable lump-sum proposal offered by the Owner.
- C. Actual Cost Plus Fee: By the Owner agreeing to pay the Contractor the actual cost for labor, materials, equipment, additional taxes and insurance plus a mutually agreed percentage fee which will compensate the Contractor for reasonable profit and overhead.

Extra work which by reason of its character or extent is covered by a supplemental agreement between the Owner and the Contractor, must have written consent of the surety on the bond, but extra work and change orders not covered by a supplemental agreement will not require the consent of the surety.

3.9.03 Changed Conditions: Should the Contractor encounter subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, which changed or unusual conditions will be considered by the Contractor as the basis for a claim for extra compensation, the Contractor shall promptly and before any such conditions are disturbed notify the Engineer of the alleged conditions in writing, with copies to the Owner.

If the Owner is not given written notice prior to the conditions being disturbed, the Contractor will be deemed to have waived any claim or claims for extra compensation in any manner arising out of the changed or unusual conditions. The Owner shall instruct the Engineer to investigate and issue a decision on claim within a reasonable time. Engineer's decision shall cover change, if any, in either or both time and money.

If the Owner shall determine the conditions to be such as to justify a claim for additional compensation, he shall provide for additional payment for the particular phase of work in question by a negotiated agreement with the Contractor as set forth in Paragraph 3.9.02, or by any other equitable arrangement mutually agreed upon by the Owner and the Contractor and consented to in writing by the surety bond. In any event, the Contractor shall not be relieved, unless permitted to do so by the Owner, from his obligation of resuming construction operations pending decision as to the validity of a claim, or pending the execution of a negotiated agreement to cover additional costs if a claim shall be recognized under the provisions of this section of the specifications.

3.10 MATERIALS AND WORKMANSHIP

3.10.01 Quality of Equipment and Materials: All materials and workmanship shall be of a "first-class" quality in every respect, and, unless otherwise specified, shall be new and of the latest design. The Engineer shall determine the quality and fitness of workmanship or materials consistent with the requirements of the Contract Documents. The Contractor may be required to provide evidence of material properties and quality.

In general, it is the intent of the Specifications to permit the use of materials of approved manufacture so long as they are fully consistent with the quality requirements of the project. Where the words "or approved equal" are used, it shall mean that the named material has been used to indicate the level of quality required by the design. When the above phrase is omitted, it shall mean that, in the Engineer's opinion, no other material is suitable for that use. When the Contractor proposes to use a substitute material for a designated item, he shall submit such request in writing to the Engineer prior to placement along with documentation of material quality. The Engineer shall make a judgement in a reasonable time and his decision shall be final.

3.10.02 Materials Furnished by the Owner: Materials specifically indicated will be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Engineer. Materials furnished by the Owner, which are not of local occurrence, will be provided at locations listed on Plans or in Specifications. The Contractor shall be responsible for material loss or damage, including that caused by third parties, after his receipt of material.

3.10.03 Materials Furnished by the Contractor: All materials used in the work shall meet the requirements of the respective Plans and Specifications. All materials not otherwise specifically indicated shall be furnished by the Contractor.

3.10.04 Storage of Materials: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover.

Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

3.10.05 Rejected Work and Materials: All Materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected.

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause shall be removed and the work shall be re-executed by the Contractor.

Defective work or material may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work or material shall be removed or disposed of to the satisfaction of the Engineer within ten (10) days after written notice is given by the Engineer. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and store the materials. Failure or neglect on the part of the Contractor to condemn unsatisfactory material or reject inferior workmanship will in no way release the Contractor, nor shall the final acceptance bar the Owner from recovering damages in case fraud was practiced, or for defective work resulting from the Contractor's dishonesty. No compensation will be made for defective work or materials.

3.10.06 Manufacturer's Directions: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary.

3.10.07 Patents: All fees or royalties for patented inventions, equipment, or arrangements that may be used in any manner connected with the construction or erection of the work, or any part thereof, shall be included in the price mentioned in the Contract.

The contractor shall protect and hold harmless the Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment, or construction furnished by the Contractor.

3.10.08 Guarantee: The Contractor shall guarantee all work and material against all defects for the period specified in the Form of Bond or Special Conditions. The Contractor shall repair or replace any such defective work and/or material to conform to the provisions of this Contract and without expense to the Owner, within ten (10) days after notification in writing by the Owner of such defective work or material. If the contractor shall not have made said repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner shall do so and shall charge the cost of same to the Contractor. The Contractor shall perform the work so as to cause the Owner a minimum of inconvenience and interruption of services.

3.10.09 Testing: The Engineer, at his option, may employ a firm to provide testing service related to the Project. The service provided may include inspection and testing of soil conditions, portland cement concrete, asphalt cement concrete, aggregates, structural and reinforcing steel, and other similar items as may be employed in the Project. The testing service will provide the labor and technical equipment for conducting such tests. The Contractor shall provide the materials or construction to be tested and shall cooperate providing such equipment and service required for conducting the tests. The Owner shall pay for the costs of all such tests except: mix designs, as required in the Detailed or Supplemental Specifications; additional testing of non-conforming construction materials, as provided herein after. In the event testing by the Engineer or his representative reveals materials or construction that is not in compliance with the specifications, and the Contractor is subsequently required to remove and replace such items, then the Contractor shall also be responsible for the cost of additional or re-testing of the replaced materials or construction. Failure of the Engineer to discover or reject materials or construction that are not in conformance with the Plans and Specifications, shall not be deemed an acceptance thereof nor a waiver of defects therein.

Payment or occupancy by the Owner, whether full or partial, shall not be construed as an acceptance of materials or construction that is not in conformance with the Contract Documents.

3.11 LEGAL REQUIREMENTS AND PROTECTION OF PUBLIC

3.11.01 Protection of Work: The Contractor shall assume full responsibility for the protection of all equipment, materials and unfinished or finished work until final acceptance by the Owner. If any of the same should be damaged or destroyed, whatever the cause, the Contractor shall repair or replace the damage, at his own expense.

3.11.02 Payment of Bills: The Contractor shall indemnify and save harmless the Owner against any liens filed for nonpayment of bills related to the work performed under this Contract. Prior to final acceptance by the Owner, the Contractor shall certify, in writing, that all persons who have done work, furnished materials, equipment or other services of any type under this contract have been paid in full.

3.11.03 Failure to Pay for Labor and Materials: If, at any time, the Contractor fails to pay the Subcontractor or the laborers employed upon the work or fails to pay for the materials used therein, the Owner may withhold from the money which may be due the Contractor under this agreement such amount or amounts as may be necessary for the payment of such Subcontractors, laborers, or materials, and may, acting as agent for the Contractor, apply the same to such payments and deduct the same from the final estimate of the Contractor.

3.11.04 Use of Premises: The contractor shall confine his equipment, storage of materials and operation of work to the limits indicated by law, ordinances, permits or direction of the Engineer, and shall not unreasonably encumber the premises with his materials.

3.11.05 Confine Operations within Rights-of-Way and Easements: It shall be the Contractor's responsibility to confine his construction activities within the limits of easements, property lines and limits of construction. Any damage to persons or property resulting from encroaching beyond these limits shall be the sole responsibility of the Contractor.

3.11.06 Moving of Public and Private Utilities: Prior to awarding the Contract, the Owner will notify all affected utilities to move such of their installations as would be within the confines of the finished improvement. It shall be the responsibility of the Contractor to coordinate his work with that of the utilities in such manner as to cause the least possible interference, and as may be further provided in the Special Provisions, Supplemental Specifications, or Detailed Specifications.

No utility, private or public, shall be moved to accommodate the Contractor's equipment or his method of operation when such utility does not conflict with the installation of the improvement under construction unless the Contractor shall make arrangements for such removal to be done at his expense.

3.11.07 Protection of Public and Private Utilities: The Contractor shall support and protect all pipes, conduits, poles, wires, or other apparatus which may be in any way affected by the work. If, through the Contractor's operations, any of said pipes, conduits, poles, wires, or apparatus should be damaged, they shall be repaired by the authorities having control of same, and the expense of such repairs shall be charged to the Contractor.

The Contractor shall further be responsible for any damage done to any street or other public property, or to any private property by reason of breaking of any water pipe, sewer or gas pipe, electric conduit, or other utility by or through his negligence.

3.11.08 Damage to Existing Improvements and Utilities: Underground utilities of record will be shown on the construction plans insofar as it is possible to do so. These, however, are shown for convenience only and the Owner assumes no responsibility for improper locations or failure to show utility locations on the construction plans.

Prior to conducting any work that may affect any existing utility the Contractor shall provide 48 hours notice to all public or private utilities that may have facilities within the Project limits.

The Contractor shall take adequate precautions to protect existing lawns, trees and shrubs outside rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto. He shall at his own expense completely repair any damage thereto caused by his operations to the satisfaction of the Engineer, except as otherwise provided in other portions of these Specifications.

3.11.09 Safety: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby.
- B. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors.
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

3.11.10 Use of Explosives: Blasting will not be permitted in any case without specific authority of the Owner, and then only under such restrictions as may be required by the proper authorities.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, cause slides or disturb the materials outside the neat lines of the cross section.

Blasting shall be completed in the vicinity of new structures before construction on such structures is undertaken. All explosives shall be stored in a secure manner and place in compliance with local laws and ordinances and all such storage places shall be clearly marked "Dangerous--Explosives". No explosive shall be left in an unprotected manner along or adjacent to any existing highway or public place.

3.11.11 Maintaining Traffic: The Contractor shall be responsible for providing all traffic control on the Project including advance warning signs, barricading, flaggers, and detours unless otherwise provided for in the Plans, Specifications, Special Provisions, or Detailed Specifications. All such traffic control shall be in compliance with the current Manual on Uniform Traffic Control Devices.

Traffic control provided shall include provisions for protecting motor vehicle traffic, pedestrians, and bicyclists from hazardous conditions arising from the work.

The Contractor shall provide access to private property whenever feasible. Notification of police, fire, and emergency services of detours, road closures or other restrictions shall be the responsibility of the Contractor. Whenever it is necessary to restrict parking, the Owner will provide temporary signs for placement and removal by the Contractor, as required to facilitate the work.

Areas posted for no parking must be signed at least 24 hours in advance before police assistance is requested. The Contractor will make every reasonable effort to have parked vehicles removed by their owners.

Adjustments to existing traffic signals or related devices will be performed by the Owner at no cost to the Contractor.

3.11.12 Railroad Crossings: Whenever work is performed above, beneath or at grade to railroad tracks or facilities it shall be the Owner's responsibility to obtain the necessary permits for such work. The Contractor shall be responsible for notifying the affected railroad prior to undertaking construction at such crossings and complying with requirements of the railroad. The Contractor shall obtain any insurance required for such operations, pay for flagman charges if necessary, and shall hold the Owner harmless from any and all damages resulting from the operations at such crossings.

3.11.13 Sanitary Provisions: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Governmental Agency having jurisdiction there over. He shall permit no public nuisance.

3.11.14 Use and Occupancy Prior to Completion of Contract: The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any portion of the work not completed in accordance with the Contract Documents. Any claims, which the Owner may have against the Contractor, shall not be deemed to have been waived by such occupancy.

If such prior use increases the cost of or delays the completion of uncompleted work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

3.11.15 Personal Liability of Public Officials: Neither the Engineer nor any of his assistants, nor any other officer of the Owner shall be personally responsible for any liability arising under or growing out of the Contract.

3.11.16 No Waiver of Legal Rights: Should an error be discovered in payment of unauthorized Work by the final estimate or dishonesty on the part of the Contractor, the Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error, to recover the overpayment, or to make good the defects in the work resulting from the Contractor's dishonesty.

PAYMENTS AND PROJECT COMPLETION

3.12.01 Measurement: The determination of pay quantities of work performed under the Contract will be made by the engineer based upon the lines, grades, and cross sections given, or measurements made by him or his representative. All items will be computed in the units in the Proposal.

3.12.02 Scope of Payment: The Contractor shall accept the compensation, as provided in the Contract, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Plans and Specifications.

Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work.

The unit Contract prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "In Place", unless the Contract Documents shall provide otherwise.

3.12.03 Progress Payment: The Contractor shall be entitled to monthly progress payments by the Owner based on the work completed. Progress estimates will be prepared by the Contractor not later than thirty (30) days after commencing the work, and every thirty (30) days thereafter, for the duration of the construction. Payment will be based upon an approximate estimate of quantities of

work completed, multiplied by the unit prices established in the Contract, or, if a lump sum item, shall be based upon estimated completed percentages of work listed in Contractor's approved price breakdown for such items.

Quantities used for progress estimates shall be considered only as approximate and provisional, and shall be subject to recalculation, adjustment and correction by the Engineer in current and subsequent progress estimates and in final estimates. Inclusion of any quantities in progress estimates, or failure to disapprove the work at the time of progress estimate, shall not be construed as acceptance of such work or materials.

3.12.04 Engineer's Action on a Request for Payment: Within ten (10) days of receipt of a Request for Payment from the Contractor, the Engineer shall either:

- a) Approve the Request as submitted; or
- b) Modify and approve the Request with the reasons for the modification submitted in writing to the Contractor; or
- c) Withhold the Request and inform the Contractor in writing the reason for such action.

3.12.05 Owner's Action on an Approved Request for Payment: Within thirty (30) days from the date of approval of a Request for Payment by the Engineer, the Owner shall either:

- a) Pay the amount as approved; or
- b) Pay such other amount as the Owner may determine and notify the contractor and engineer in writing the reason for such action; or
- c) Withhold payment and notify in writing the Contractor and Engineer the reason for such withholding of payment.

3.12.06 Retainage: From each Progress Payment the Owner shall withhold five (5) percent of the amount due the Contractor pending completion of the Project and final acceptance. The retained portion will be held for thirty (30) days following final acceptance and in the event no claims, as provided by law, have been filed against such funds, the Contractor will be paid the retainage within seventy (70) days after final acceptance. If the Owner fails to make such payment within the time allotted, then interest shall accrue on the unpaid balance beginning with the thirty-first (31) day after final acceptance and at a rate specified by the Code of Iowa, Section 453.6, until such time as payment is made.

In the event claims are filed and found to be valid, the Contractor shall be paid, after said funds are released from liens, the retainage, less an amount sufficient to pay such claims including the cost of such action and attorney's fees, and no interest shall be caused to accrue due to delays in processing claims.

3.12.07 Payment for Uncorrected Work: At the Owner's option, work that does not conform to the Plans and Specifications may be left in place and accepted provided an equitable deduction from the Contract amounts is made as compensation for such uncorrected work.

3.12.08 Payment for Rejected Work and Materials: The removal of work and materials rejected (Section 3.10.05) and the re-execution of acceptable work by the Contractor shall be at expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

3.12.09 Payment for Work Suspended by the Owner: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Section 3.5.02, the Contractor will then be entitled to payment for all work performed on the portions so abandoned, plus 15% of the value of the uncompleted portion of the abandoned work to compensate for overhead plant expense, and anticipated profit, and which action shall terminate the Contract.

3.12.10 Payment for Work by the Owner: The cost of the work performed by the Owner in removing construction equipment, tools, and supplies, or correcting deficiencies in the work shall be paid by the Contractor. The cost of such work by the Owner may be deducted from the retainage.

3.12.11 Payment for Work Terminated by the Contractor: Upon termination of the Contract by the Contractor, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit damages, as approved by the Engineer.

3.12.12 Release of Liens: The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

3.12.13 Acceptance of Final Payment: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. Sufficient time between the time of completion of the work and approval of the final Request for Payment shall be given for the Engineer to assemble the necessary data.

3.12.14 Termination of Contractor's Responsibility: The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guarantee Period.

3.12.15 Correction of Faulty Work after Final Payment: The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects. The Engineer shall decide all questions arising under this Paragraph, and all such decisions shall be subject to arbitration.

SECTION 01100

SUMMARY

PART 1- GENERAL

1.01 SECTION REQUIREMENTS:

- A. Project: Natural Resources Center Building Roof Replacement
- B. Owner: Papio-Missouri River Natural Resources District, 8901 S 154th Street, Omaha, NE 68138
- C. Engineer: R.W. Engineering & Surveying, Inc., 6225 N 89th Circle, Omaha, NE 68134
- D. The Work consists of all labor and materials required to re-roof the Natural Resources Center building and garage and associated items in Omaha, NE as described in the Contract Documents.

1.02 WORK CONTROLS:

- A. Contractor's use of premises: During construction, the Contractor will be required to clean up work areas and return to a useable condition at the end of each work day.
- B. Contractor's use of restroom facilities: During construction, the Contractor will not have access to the Natural Resources Center's restroom facilities. The Contractor will be required to provide two "port-a-johns" for use by their employees.
- C. Contractor's use of electrical outlets: During construction, the Contractor will not be allowed to utilize electrical outlets either inside or on the outside of the Natural Resources Center building. All electrical power and equipment will be provided by the Contractor.

1.03 RELATED WORK:

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
 - 1. None

PART 2 – PRODUCTS

- A. Not used in this Section.

PART 3 – EXECUTION

- A. Not used in this Section.

END OF SECTION

SECTION 01150

WORK RESTRICTIONS

PART 1- GENERAL

1.01 USE OF PREMISES:

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of the site beyond areas in which the Work is indicated.
 - a. Limits: Confine construction operations to areas around the building site.
 - b. Owner Occupancy: Allow for Owner occupancy of site.
 - c. Driveways, Parking Lots, and Entrances: Keep driveways, parking lots, and entrances servicing premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. See Contractor access plan on sheet 1 for parking and storage areas.
 - i. Schedule deliveries of material to minimize use of driveways, parking lots, and entrances
 - ii. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.02 RELATED WORK:

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
 - 1. Divisions 1, Section 01100, Summary

PART 2 – PRODUCTS

- A. Not used in this Section.

PART 3 – EXECUTION

- A. Not used in this Section.

END OF SECTION

SECTION 01700

CLOSEOUT PROCEDURES

PART 1- GENERAL

1.01 SUMMARY:

- A. This Section includes administrative and procedural requirement for contract closeout, including, but not limited to, the following:
 - a. Warranties
 - b. Final Cleaning

1.02 WARRANTIES:

- A. Submit written warranties to the product manufacturers on request of the Engineer for designated portions of the Work.
- B. Organize submitted warranty documents in an orderly sequence.
 - a. Bind warranties in a loose-leaf binder sized to receive 8 ½" x 11" paper.
 - b. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", project name and name of Contractor.

PART 2 – PRODUCTS

- A. Not used in this Section.

PART 3 – EXECUTION

FINAL CLEANING

- A. Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances.
- B. Clean project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas of rubbish, waste material, litter, and other substances.
- C. Remove tools, construction equipment, machinery, and surplus materials from the project site.

END OF SECTION

SECTION 02450

DEMOLITION

PART 1- GENERAL

1.01 SECTION REQUIREMENTS:

- A. Comply with all local, state, and federal regulations for hauling and disposal of existing roofing materials from the project site.
- B. Owner will occupy the building during construction. Conduct demolition so Owner's operations will not be disrupted.

1.02 RELATED WORK:

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
 - 1. None.

PART 2 – PRODUCTS

- A. Not used in this Section.

PART 3 – EXECUTION

- A. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Provide weather protection to prevent water leakage and damage to structure and interior areas.
- C. Protect walls, ceilings, floors, and other existing finish work that are to remain.
- D. Neatly cut opening and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain.
- E. Promptly remove demolished material from Owner's property and legally dispose of them in accordance to all local, state, and federal regulations.

END OF SECTION

SECTION 07300

ARCHITECTURAL COMPOSITION SHINGLES

PART 1 – GENERAL

1.01 SECTION REQUIREMENTS:

- A. Submittals: Shingles, felt, ice & water barrier, ridge vent.
- B. Shingles: Submit two samples of each shingle color indicating color range and finish texture/pattern for color section by Owner.
- C. Felt: Submit one sample.
- D. Ice & Water Barrier: Submit one sample.
- E. Ridge Vent: Submit one sample.
- F. Identify each bundle of shingles with appropriate markings of UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - a. Exterior Fire Test Exposure: ASTM E 108 or UL 790, Class A.
 - b. Wind-Resistance-Test Characteristics: ASTM D 3161 or UL 997, passed.
 - c. All bundles must have the same lot number and/or run number.
- G. Warranties: Provide standard manufacturer's written warranty, signed by manufacturer agreeing to promptly repair or replace asphalt shingles that fail in materials or workmanship.

1.02 FIELD CONDITIONS:

- A. Do not install shingles or eave protection membrane when surface temperatures are below 45 degrees Fahrenheit.

PART 2 – PRODUCTS

2.01 ASPHALT SHINGLES:

- A. Organic-Felt Shingles: ASTM D 225, passing ASTM D 3161 for wind resistance as follows:

1. Laminated Shingles: Mineral-granule, Class A fire-rated, self-sealing, architectural.
- B. Available Products:
1. Tamko Heritage 50, as manufactured by Tamko Building Products, Inc., PO Box 1404, Joplin, MO, 64802 website: www.tamko.com
 2. Or approved equal.

2.02 ACCESSORIES:

- A. Felts: ASTM D 226, TYPE I, asphalt-saturated organic felts.
- B. Ice and Water Barrier: ASTM D 1970; equal to Moisture Guard Plus ice and rain protective underlayment as manufactured by Tamko Building Products, Inc. or approved equal.
- C. Self-Adhering Sheet Underlayment: ASTM D 1970, SBS-modified asphalt; mineral-granule or slip-resisting –polyethylene surfaced; with release paper backing; cold applied.
- D. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free
- E. Roofing Nails: Aluminum, stainless-steel, or hot-dipped galvanized steel shingle nails, minimum 0.120-inch-diameter, of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 through OSB or plywood sheathing.
1. No staples allowed.
- F. Sheet Metal Flashing and Trim:
1. Sheet Metal: Prefinished galvanized steel (24 gauge minimum)
 2. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual."
 3. Drip Edge: Brake-formed sheet metal with at least a 3" roof deck flange and a 1 1/2" fascia flange with a 1/2" drip at lower edge.
 4. All sheet metal shall have a minimum 3" overlap.

G. Ridge Vent: Equal to Tamko Cool Ridge as manufactured by Tamko Building Products, Inc. or approved equal.

1. Providing 18.0 square inches of net free area (NFA) per linear foot.

PART 3 – EXECUTION

3.01 EXAMINATION:

- A. Verify existing conditions prior to beginning work.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.02 PREPARATION:

- A. Broom clean deck surfaces before installing underlayment or eave protection.

3.03 INSTALLATION:

- A. Install shingles in accordance with manufacturer's instructions.
 - a. Fasten individual shingles using 2 nails per shingle, or as required by code, whichever is greater.
 - b. Fasten strip shingles using 4 nails per shingle, or as required by code, whichever is greater.
 - c. No staples allowed.
- B. Drip edge shall have ice and water barrier installed over the roof deck flange.
- C. Place shingles in straight coursing pattern with 5 inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
- D. Project first course of shingles $\frac{3}{4}$ inch beyond fascia boards.
- E. Extend shingles $\frac{1}{2}$ inch beyond face of gable, edge fascia boards.
- F. Cap hips with individual shingles, maintaining 5 inch weather exposure. Place to avoid exposed nails.
- G. Complete installation to provide weather tight services.

- H. Comply with recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- I. Apply self-adhering sheet underlayment at eaves and rakes from edges of roof to at least 36 inches inside exterior wall line.
- J. Install metal flashings and other sheet metal to comply with recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- K. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

END OF SECTION

SECTION 07350

METAL ROOFING

PART 1 - GENERAL

1.01 PERFORMANCE CRITERIA:

A. Provide a kinetic stone coated metal roofing system that will:

1. Withstand local wind load, snow load and uplift conditions.
2. Accommodate local temperature extremes.
3. Accommodate building movement.
4. Produce weather tight installations.
5. Conform to local building code requirements.

B. Roof Slope:

1. Minimum pitch for standard installation methods to be 4/12 in climates subject to snow, ice and freezing temperatures.

1.02 SAMPLES:

A. Submit samples and color charts for selection by Owner.

B. Submit actual full size panel in color selected, for final approval prior to ordering material.

1.02 SHOP DRAWINGS:

A. Submit shop drawings to Engineer for approval.

B. Indicate panel arrangements, fasteners, standard flashing details noting special details.

PART 2 – PRODUCTS

2.01 MATERIALS:

- A. Aluminum-zinc alloy coated steel:
 - 1. ASTM A792 bearing AZ 150 designation or equal, SS Grade 33 min.

2.02 SYSTEM COMPONENTS:

- A. Metal Roofing Panels:
 - 1. Gerard "Canyon Shake" Panels as manufactured by Gerard Roofing Technologies, Div. of Metals USA Building Products, One Riverway, Houston, TX 77056 website: www.gerardusa.com
 - 2. Or approved equal
 - 3. Colors: As selected by Owner from manufacturer's current color selection.
- B. Trims:
 - 1. Of same material and coating as panels, selected from manufacturers standard details unless noted otherwise. All trim deviations must be approved by manufacturer before installation.

2.03 ACCESSORIES:

- A. Underlay: Minimum 30 lb. approved asphalt felt.
- B. Batten System: Construction grade lumber nominal (2" x 2")s and (1" x 4")s.
- C. Touch Up: Clear spray acrylic and colored mineral granules as supplied by manufacturer.
- D. Screws: 1 ½" x # 10 long life coated meeting ASTM B117 and ASTM B368 weathering tests as supplied by panel manufacturer.
- E. Counter Flashings: Of type recommended by panel manufacturer.
- F. Caulking: a clear paintable rubber based thermoplastic sealant compatible with the roof coating as recommended by panel manufacturer.

2.04 FABRICATION:

- A. Machine press panels from 0.018" material thickness aluminum-zinc alloy coated sheet steel.
- B. Form flashing and related items from the same material and thickness as the panels.

2.05 FINISHES:

- A. Factory finish metal roofing panels and related flashings using following system.
1. Primer: corrosion inhibiting resin or epoxy primer to both sides.
 2. Base Coat: acrylic resin colored coating sufficient to bond granules.
 3. Stone Chips: selected colored mineral granules.
 4. Over glaze: acrylic resin semi-gloss clear coating to improve binding of chips.
 5. Oven cure product to factory specifications to ensure product cure prior to packaging and shipment.
- B. Color as selected by Owner.

PART 3 - EXECUTION

3.01 STORAGE:

1. Store materials in a dry covered area to minimize damage. Product must be kept dry, dust free and well ventilation until time of installation. Do not cover with plastics.
2. Remove only enough product for each days use returning unused pieces to their original package and recover.
3. Check batch lot numbers utilizing material of the same number for each complete field wherever possible.

3.02 PREPARATION:

A. Batten System:

1. Install to 16" spacing as required to receive and to support the roofing system.
2. Fix to rafters with approved quantity and type of fastener.
3. Refer to local building code and applicable product approval reports.

3.02 INSTALLATION:

A. Install roofing system in accordance with all local building code requirements, manufacturer's published product manual standards and requirements described below.

B. Underlay:

1. When required apply underlay over rafters or solid decking prior to installing battens.
2. Install underlay at right angles to slopes with minimum 3" horizontal lap and minimum 6" side lap.
3. Extend underlay up curbs and at sidewalls 8". Fasten over curbs and nailing strips.
4. Place an additional layer minimum 3" wide up each valley over perpendicular underlay.

C. Battens:

1. Install battens at right angles to rafter at 16" spacing to receive panels.
2. Stagger butt joints of battens and fix securely in place at each bearing point. On open framing or where high winds uplift resistance is required, the butt joints shall be located centered on bearing points.
3. Fasten battens with the appropriate type and number of fasteners through into the rafters unless otherwise noted.
4. Install valley flashings prior to installation of panels. Ensure that all exposed edges in the valley metal are coated with touch-up to eliminate accelerated drip corrosion.
5. Ensure that items passing through roof panels are fastened securely and flashed so as to allow for building movement.

D. Panels:

1. Work from numerous bundles of panels to ensure overall color batch / production run blending throughout installation.
2. Cut and bend panels at gables / hips / valleys / walls and or ridge to complete the panel installation as per installation manual.
3. Install roof ridge and hip caps.
4. Touch up and make good damage to finished surfaces using matching mineral granules and clear acrylic as supplied by the manufacturer.

END OF SECTION

SECTION 07400

GUTTERS AND DOWNSPOUTS

PART 1 – GENERAL

1.01 SECTION INCLUDES:

- A. Prefinished aluminum gutters and downspouts.

1.02 SUBMITTALS:

- A. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations and installation details.
- B. Provide Data: Provide data on prefabricated components.
- C. Samples: Submit two samples, 12 inch long illustrating component design, finish, color, and configuration

1.03 DELIVERY, STORAGE, AND HANDLING:

- A. Stack material to prevent twisting, bending, or abrasion and to provide ventilation. Slope to drain.
- B. Prevent contact with materials that could cause discoloration, straining, or damage.

PART 2 – PRODUCTS

2.01 MATERIALS:

- A. Prefinished aluminum ; minimum 0.037 inch thick base metal.

2.02 COMPONENTS:

- A. Gutters: 5-inch "K" rectangular style profile.
- B. Downspouts: 3" x 4" rectangular profile.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.

2.03 FABRICATION:

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight

PART 3 – EXECUTION

3.1 INSTALLATION:

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. No spikes; use hidden hangers only.

END OF SECTION

SPECIAL PROVISIONS

Natural Resources Center Building Roof Replacement

General Description – The work described in these Special Provisions shall consist of furnishing all labor, equipment and materials to replace the NRC building roof and the NRC garage roof as shown on the drawings and as described herein. All materials supplied by the Contractor shall be new, and both workmanship and material shall be of the highest quality.

General Requirements – The existing information on the drawings is as exact as could be secured in so far as existing conditions are concerned. Extreme accuracy is not guaranteed. The drawings and specifications are intended for the assistance of the Contractor in achieving the end result. Prior to receipt of bids, each prospective bidder shall verify all existing conditions that affect work to be performed as part of this project. The Contractor awarded this project shall be responsible for all construction changes which are a result of existing job site conditions, and which are not accurately documented for the Owner immediately after the Contractor's field verification efforts.

Project Specifications - All materials and all work shall conform to applicable sections and subsections of the City of Omaha Standard Specifications for Public Works Construction, 2003 3rd Edition (hereinafter referred to as the "Standard Specifications") except as modified by these Special Provisions, special conditions, and/or the construction drawings. No other clauses or requirements of the Standard Specifications are waived or changed hereby.

Conflicting Data – Should the Contractor or any of his subcontractors find any conflicting data in the plans or in the Project Manual, the Contractor shall notify the Engineer and obtain an interpretation of such data, in writing, prior to proceeding with the work.

Referenced Specifications – All specifications referred to in these documents shall include any supplements or revisions thereto to date.

Pre-Construction Conference - The Contractor is advised that prior to beginning any construction, a Pre-Construction Conference shall be held with the Engineer, a representative of the Owner, the Contractor's representative (including the superintendent who will be responsible for work on the project site), and representatives of major subcontractors, to discuss the drawings, procedures, and the order of construction for this project. The Contractor shall also supply the Engineer with the construction progress schedule at the time of the Pre-Construction Conference. This schedule shall be subject to the approval of the Engineer prior to beginning the work and shall be adhered to during the construction progress of the project.

Construction Management - The Contractor shall designate a Superintendent who is to be present on-site at all times during construction. Designated operators or other classified personnel on the Contractor's payroll will not be permitted to replace the Superintendent at anytime.

Safety - In accordance with generally accepted construction practices; the Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.

Utilities - The Contractor shall familiarize himself with the exact location of existing utility lines, and shall take every precaution to protect these lines. The Contractor shall notify Diggers Hotline of Nebraska (Omaha 344-3565, statewide 1-800-331-5666 or www.ne-diggers.com) at least 48 hours, excluding Saturday, Sunday or any state or federal holidays, prior to beginning construction. The Contractor shall be responsible for any damage to utilities as a result of his operation.

Site Control and Restoration - The Contractor and or his subcontractors shall refrain from storing equipment or encroaching on any other portion of the Owner's property without express permission of the Owner. Upon completion, the construction areas shall be cleared of all materials and debris caused by the construction work and returned to the site condition that existed prior to start up of his operation at no expense to the Owner. All disturbed areas shall be repaired to the Engineer's satisfaction. The Contractor shall prepare all disturbed areas for seeding according to Section 802, Seeding of the Standard

Specifications. Any disturbed area outside the provided limits of construction shall be re-graded, seeded and fertilized by the Contractor according to Standard Specifications at no cost to the Owner.

Clean Up – Before the Owner will accept the work; the Contractor shall be required to remove all debris and waste material resulting from his operation and shall dispose of such debris off the project site.

Final Inspection - The Contractor shall notify the Engineer when he has completed all work in accordance with the Standard Specifications and Special Provisions. 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 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.

Payment for Supplementary Items – Any supplementary item shown on the drawings or called for in the Specifications and not provided for in the proposal will not be paid for separately but will be considered incidental to items for which payment is made.

Payment for Materials - Payment for all materials listed as pay items, or for other materials subsidiary to work listed, will only be made after the materials are installed in the finished work.

Line and Grade Control – N/A

Tests and Inspection - The cost of all inspections, tests and approvals meeting the specification requirements and not designated the Contractor's responsibility will be borne by the Owner. Costs of all tests not meeting the specification requirement will be paid for by the Owner but shall be deducted from the Contractor's final payment.

Sanitary Conveniences – The Contractor shall provide and maintain sanitary conveniences for the use of all persons employed on the work.

Variation of Details - Any changes done without written approval from the Engineer shall be considered to be in non-conformance with the Specifications and may be subject to rejection.

Access to Construction Site – Direct access is provided by means of the main entrance Boulevard only. Gates are to remain locked before and after regular recreation hours and it shall be the Contractor's responsibility to keep out unauthorized vehicles during that time frame. No other direct access to the project will be provided by the Owner. The Contractor shall not enter or occupy for any purpose with personnel, tools, equipment or construction materials, and any private property outside the designated right-of-way without the express written permission of the abutting landowner.

Site Administration - Contractor is responsible for all areas of the site used by him or his subcontractors in the performance of the work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities.

Guarantee – All work shall be guaranteed by the Contractor for a period of two years. Subsection 8.11 of the 2003 3rd Edition of the Standard Specifications for Public Works Construction is amended to read:

The Contractor shall bind himself and his heirs and assigns for the entire expense of the guarantee and of all repairs or reconstruction which may, from any failure or imperfection of the work or material, occur prior to the expiration of the guarantee period. The Contractor further agrees to correct and repair promptly during the time all failures and imperfections of whatsoever description. This guarantee is cumulative to, and not in lieu of, any other obligation of Contractor under the Contract Documents.