

CITY OF BROKEN BOW
CITY COUNCIL AGENDA
December 8, 2020 @ 6:00 PM
Municipal Auditorium
314 South 10th Avenue, Broken Bow, NE

Meeting Procedure

The Public may address specific agenda items at the pleasure of the Mayor. Please come to the podium, state your name and address, and limit your remarks to five minutes or less. Out of respect to City employees, we request that any complaints or criticisms of employees not be aired in a public meeting. Concerns about employees should be brought to the attention of the City Administrator or Mayor. An individual in violation will be declared out of order.

A. Call to Order

B. Open Meetings Act: In accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act is available and is posted for review by all citizens.

C. Roll Call

D. Pledge of Allegiance

E. Submittal of Requests for Future Items: Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

F. Consent Agenda: Consideration of approving the consent agenda items for December 8, 2020, which will include the following:

- a. Approval of Minutes of November 24, 2020 Meeting
- b. Approval of Bills as Posted
- c. Approval of Broken Bow Volunteer Fire Department Roster

G. Adjourn Sine Die

- a. **Oath of Office** – City Attorney Jason White will administer the oaths.

Jacob Holcomb – West Ward

Christopher Myers – East Ward

H. Call to Order

I. Roll Call

J. New Business

- a. **Election of Council President** – Council will nominate and vote on a new Council President.
- b. **City Engineer Appointment** – Consideration of appointing JEO Consulting Group, Inc. as the City Engineer for 2021.

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- c. Street Superintendent Appointment** – Consideration of reappointing Steven Parr from JEO Consulting Group, Inc., License S-859, Class A, as the Street Superintendent from January 1, 2021 to December 31, 2021.
- d. Resolution 2020-20, Authorizing the Signing of Year-End Certification of City Street Superintendent Form by the Mayor** – Consideration of approving the signing of the year-end certification of City Street Superintendent form by the Mayor.
- e. Sludge Removal and Disposal 2021 Bids** – Consideration of approving opening bids for sludge removal at Wastewater Treatment Plant.
- f. Public Hearing Regarding the Conditional Use Permit Application from Viaero Wireless** – Consideration of opening a public hearing on the Conditional Use Permit Application from Viaero Wireless.
- g. Conditional Use Permit Application from Viaero Wireless** – Consideration of approving the Conditional Use Permit Application from Viaero Wireless, to remove and replace the existing Sixty-foot (60') pole located at 1451 N. 17th Avenue.

K. Department Head Updates

L. Adjournment

The next City Council Meeting will be on Tuesday, December 22, 2020 @ 6:00 pm.

Upcoming Events

- ❖ **December 14** – Board of Public Works Meeting at 12:30 pm @ Municipal Building
- ❖ **December 22** – City Council Meeting at 6:00 pm @ Municipal Building
- ❖ **December 24** – City Offices Close at Noon – Christmas Eve
- ❖ **December 25** – City Offices Closed – Christmas Day

The Council will review the above matters and take such action as they deem appropriate. The Council may enter into closed session to discuss any matter on this agenda when it is determined by the Council that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of any individual and if such individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was classed. If the motion to close passes, immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

**Broken Bow City Council
Meeting Minutes
November 24, 2020**

The Broken Bow City Council met in regular session on Tuesday, November 24, 2020 in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance thereof as required by publication in the Custer County Chief on November 19, 2020. Availability of the agenda and related materials was communicated in the advanced notice to the Mayor and all members of the Council, as well as, shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Rod Sonnichsen called the meeting to order at 6:00 P.M., with the following Councilmembers present: Jacob Holcomb, David Schmidt, and Chris Myers. Absent: Miller. Councilman Holcomb was present via telephone per Executive Order No. 20-34. Mayor Sonnichsen announced the availability of the open meetings law, followed by recitation of the Pledge of Allegiance.

Mayor Sonnichsen read the format for submitting requests for future agenda items.

Moved by Schmidt, seconded by Myers, to approve the consent agenda for November 24, 2020. Said motion includes approval of the Minutes of the November 10, 2020 Council Meeting, Bills to Date, and October Treasurer Report. Roll call vote: Voting aye: Holcomb, Schmidt, and Myers. Nays: None. Motion carried.

Aflac, \$400.11; Bound Tree Medical, supplies, \$490.25; Century Link, telephone, \$85.49; City Flex Benefit Plan, \$166.04; City of Broken Bow-Health Insurance, \$3,028.52, (\$195.68), \$195.68; City of Broken Bow Pension, \$1,366.79, \$6,607.62, (\$649.20), \$324.60; Colonial Insurance, insurance, \$383.22, \$194.80, (\$36.44), (\$23.61), \$36.44, \$23.61; Consolidated Management Co., NLETC, \$77.41; Custer County Chief, publication, \$1,443.38; Custer Transfer Station, Russell House, \$205.34; Dan Knoell, moving expenses, \$1,500.00; Demco, supplies, \$358.64; Dollar General-Regions 410526, supplies, \$83.60; Eakes Office Products, copies, \$207.09; Family Heritage, \$25.50; Frontier Family Pharmacy, supplies, \$159.76; Gary's Super Foods, supplies, \$17.76; Ingram Library Services, materials, \$1,071.36; Matheson Tri-Gas Inc, supplies, \$104.52; Mayo Clinic Health Letter, materials, \$59.00; Mead Lumber, supplies, \$1,189.56, \$597.09; Megan Svoboda, supplies, \$35.15; Nebraska Law Enforcement Training Center, certification, \$250.00; Obrien's Hardware, supplies, \$11.03; OCLC Inc., materials, \$138.78; Omaha State Bank, HSA, \$75.00; Paulsen Inc., concrete, \$3,684.37, \$110.74; Police Officers Assn of Nebr., membership, \$15.00; Prachts Ace Hardware, supplies, \$83.67, \$56.92, \$24.17; Presto X Company, pest service, \$51.00; Pristine Cleaning LLC, cleaning service, \$350.00; Quill Corporation, supplies, \$39.37; Ranchland Ford, Handibus inspection, \$74.03; Steve Mogensen, CDL, \$14.86; Stephanie Wright, sensor for drive thru, \$48.13; Tricia Wentworth, books, \$106.89; Trotter Service, fuel, \$94.98, \$304.22, \$620.00; Trotter's Whoa & Go, tire repair, \$75.08; United Rentals, training, \$1,240.00; Craig Cranwell, paycheck, \$1,706.49; EFTPS Online Payment, \$15,516.96; State Income Tax WH NE Online Pmt., \$2,480.55; Biweekly Payroll, \$46,033.36; Total Bills = \$92,739.00.

Moved by Schmidt, seconded by Myers, to recess for the Board of Equalization. Roll Call Vote: Voting aye: Holcomb, Schmidt, and Myers. Nays: None. Motion carried.

Mayor Sonnichsen opened the Board of Equalization at 6:02 pm with the following Councilmembers present: Holcomb (by telephone), Schmidt, and Myers. Absent: Miller.

Moved by Schmidt, seconded by Myers, to open a public hearing at 6:02 p.m. where the Mayor and Council will sit as the Board of Equalization to levy special assessments in connection with the 2018 South 19th Avenue and South G Street Paving Improvements as authorized by Resolution 2020-13. Roll call vote: Voting aye: Holcomb, Myers, and Schmidt. Nays: None. Motion carried. Ryan Kavan from JEO Consulting Group explained the assessments. Moved by Schmidt, seconded by Myers, to close the public hearing at 6:14 p.m. where the Mayor and Council sat as the Board of Equalization to levy special assessments in connection with the 2018 South 19th Avenue and South G Street Paving Improvements as authorized by Resolution 2020-13. Roll call vote: Voting aye: Schmidt, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Schmidt, seconded by Holcomb, to adjourn the Board of Equalization at 6:15 pm. Roll Call Vote: Voting aye: Holcomb, Schmidt, and Myers. Nays: None. Motion carried.

The Council returned from recess at 6:16 pm, with the following Councilmembers present: Holcomb (by telephone), Schmidt, and Myers. Absent: Miller.

Moved by Schmidt, seconded by Holcomb, to approve Resolution 2020-17, excluding the City of Broken Bow and Broken Bow Rural Fire District properties. Said resolution approves the assessments for the 2018 South 19th Avenue and South G Street Paving Improvements. Roll Call Vote: Voting aye: Holcomb and Schmidt. Nays: None. Abstain: Myers. Motion carried.

Moved by Schmidt, seconded by Holcomb, to approve Resolution 2020-18. Said resolution approves payment #1 to JEO Consulting Group in the amount of \$745.00 for work completed through November 6, 2020 on the Broken Bow Memorial Drive Paving & Drainage Improvements. Roll call vote: Voting aye: Holcomb, Schmidt, and Myers. Nays: None. Motion carried.

Moved by Myers, seconded by Schmidt, to approve Resolution 2020-19. Said resolution approves the use of KENO funds in the amount of \$1,268.74 for mulch and concrete in the One Box Park. Roll call vote: Voting aye: Schmidt, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Myers, seconded by Schmidt, to approve the engineering agreement for the Mud Creek Left Bank Levee Restoration with JEO Consulting Group in the amount of \$49,435.00. Roll call vote: Voting aye: Myers, Holcomb, and Schmidt. Nays: None. Motion carried.

Updates for the following departments were presented: Electric, Water/Sewer, Fire/EMS, Library, Handibus, and Police.

Moved by Schmidt, seconded by Myers, to enter closed session at 6:27 pm for the purpose of an evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting, to include the Mayor and City Council and City Attorney Jason White. Roll call vote: Voting aye: Holcomb, Myers, and Schmidt. Nays: None. Motion carried.

Moved by Schmidt, seconded by Myers, to exit closed session at 7:24 pm from the purpose of an evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting. Roll call vote: Voting aye: Schmidt, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Schmidt, seconded by Myers, to enter closed session at 7:28 pm for the purpose of an evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting, to include the Mayor and City Council, City Attorney Jason White, and City Administrator Dan Knoell. Roll call vote: Voting aye: Holcomb, Myers, and Schmidt. Nays: None. Motion carried.

Moved by Schmidt, seconded by Myers, to exit closed session at 8:26 pm from the purpose of an evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting. Roll call vote: Voting aye: Schmidt, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Holcomb, seconded by Myers, to adjourn the City Council Meeting at 8:27 p.m. Roll call vote: Voting aye: Schmidt, Myers, and Holcomb. Nays: None. Motion carried.

Rod Sonnichsen, Mayor

ATTEST:

City Clerk

[Return To Agenda](#)

Accounts Payable Detail Listing

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	Aflac									
30237	11/25/2020	11/25/2020			295.89				295.89	Ck# 186 Printed
	01-1501.00					PRE TAX AFLAC				0.00
30238	11/25/2020	11/25/2020			104.22				104.22	Ck# 186 Printed
	01-1501.00					AFLAC POST TAX				0.00
	American Legal Publishing									
30256	12/8/2020	12/8/2020			399.00				399.00	Posted
	01-3214.00					model ordinances				0.00
	Black Hills Energy									
30265	12/8/2020	12/8/2020			1,096.46				1,096.46	Posted
	04-3220.00					Utilities-Gas			348.26	0.00
	02-3220.00					Utilities-Gas			748.20	0.00
	Bound Tree Medical									
30281	12/8/2020	12/8/2020			50.99				50.99	Posted
	05-3338.00					AED Pads				0.00
	Broken Bow Airport Authority									
30269	12/8/2020	12/8/2020			1,083.33				1,083.33	Posted
	01-3409.00					Monthly Payment				0.00
	Broken Bow Chamber of Commerce									
30282	12/8/2020	12/8/2020			990.00				990.00	Posted
	05-3334.00					ambulance incentive				0.00
	Broken Bow Municipal Utilities									
30267	12/8/2020	12/8/2020			9,023.87				9,023.87	Posted
	01-3213.00					General - Radio/Weather Station Tower			25.67	0.00
	02-3220.00					Pub Bldg - Utilities/Trash			409.94	0.00
	04-3220.00					Police - Utilities/Trash Removal			361.91	0.00
	04-3315.00					Police -Dog Pound Utilities			104.51	0.00
	07-3220.00					Library - Utilities/Trash Removal			925.11	0.00
	08-3220.00					Street - Utilities/Trash			1,622.21	0.00
	08-3422.01					Street - Street Lights			3,354.77	0.00
	09-3220.00					Parks - Utilities/Trash Removal			1,334.61	0.00
	09-3220.00					Parks - Shop Utilities/Trash Removal			695.23	0.00
	10-3220.00					Swim Pool - Utilities/Trash Removal			155.42	0.00
	11-3360.00					Tree Dump - Utilities			34.49	0.00
	Broken Bow Postmaster									
30259	12/8/2020	12/8/2020			150.00				150.00	Posted
	01-3223.00					PO Box Fee - 12 months				0.00
	Broken Bow Rural Fire Board									
30279	12/8/2020	12/8/2020			505.49				505.49	Posted
	06-3221.00					Great Plains			18.53	0.00
	05-3220.00					BBMU & Blackhills Energy			234.21	0.00
	06-3220.00					BBMU & Blackhills Energy			234.21	0.00
	06-3221.00					Great Plains			18.54	0.00
	Card Services									
30285	12/8/2020	12/8/2020			72.87				72.87	Posted
	01-3223.00					supplies			58.99	0.00
	03-3223.00					supplies			13.88	0.00
	30289	12/8/2020	12/8/2020		214.82				214.82	Posted
	08-3310.00					White board, RV Anti-freeze 083310				0.00
	City Flex Benefit Plan									
30239	11/25/2020	11/25/2020			166.04				166.04	Ck# 184 Printed
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V				0.00
	City of Broken Bow - Health Insurance									
30248	11/25/2020	11/25/2020			3,028.52				3,028.52	Ck# 189 Printed
	01-1501.00					HEALTH INSURANCE				0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Debit</u>	<u>Date</u>	<u>Status</u>
City of Broken Bow - Health Insurance (continued)												
30252	11/30/2020	11/30/2020			26,964.53							Ck# 189 Printed
	01-1501.00					BBHA Health Insurance				5,245.54		0.00
	01-3104.00					Health Insurance				3,134.12		0.00
	08-3104.00					Health Insurance				4,966.06		0.00
	06-3104.00					Health Insurance				732.10		0.00
	04-3104.00					Health Insurance				6,807.93		0.00
	05-3104.00					Health Insurance				732.10		0.00
	09-3104.00					Health Insurance				1,840.19		0.00
	07-3104.00					Health Insurance				1,875.98		0.00
	03-3104.00					Health Insurance				1,630.51		0.00
										26,964.53		0.00
City of Broken Bow Pension Fund												
30240	11/25/2020	11/25/2020			1,366.79							Ck# 191 Printed
	01-1513.00					RETIREMENT LOAN PAYMENT				1,366.79		0.00
30241	11/25/2020	11/25/2020			6,278.10							Ck# 191 Printed
	01-1502.00					RETIREMENT NEW				6,278.10		0.00
30254	11/30/2020	11/30/2020			1,416.08							Ck# 191 Printed
	01-1502.00					Liability - BBHA				1,416.08		0.00
Colonial Insurance												
30235	11/25/2020	11/25/2020			383.22							Ck# 187 Printed
	01-1501.00					COLONIAL LIFE PRE TAX				383.22		0.00
30236	11/25/2020	11/25/2020			194.80							Ck# 187 Printed
	01-1501.00					COLONIAL LIFE POST TAX				194.80		0.00
Consolidated Management Co.												
30274	12/8/2020	12/8/2020			51.94							Posted
	04-3205.00					Meals NLET				51.94		0.00
Custer County Treasurer												
30270	12/8/2020	12/8/2020			12,120.58							Posted
	01-3217.00					Communications Interlocal Payment				12,120.58		0.00
Custer Public Power												
30261	12/8/2020	12/8/2020			30.49							Posted
	11-3220.00					CD Cell Power				30.49		0.00
Danko Emergency Equipment Co												
30278	12/8/2020	12/8/2020			195.15							Posted
	05-3338.00					10 Safety Vests				195.15		0.00
EFTPS Online Payment												
30244	11/25/2020	11/25/2020			1,932.94							Ck# 181 Printed
	01-1500.00					MEDICARE				1,932.94		0.00
30245	11/25/2020	11/25/2020			5,713.07							Ck# 181 Printed
	01-1500.00					FEDERAL MARRIED				2,601.42		0.00
	01-1500.00					FEDERAL SINGLE				3,111.65		0.00
										5,713.07		0.00
30246	11/25/2020	11/25/2020			8,264.98							Ck# 181 Printed
	01-1500.00					SOCIAL SECURITY				8,264.98		0.00
Family Heritage												
30242	11/25/2020	11/25/2020			25.50							Ck# 185 Printed
	01-1501.00					FAMILY HERITAGE				25.50		0.00
Hometown Leasing												
30268	12/8/2020	12/8/2020			159.18							Posted
	04-3216.00					Copier Lease				92.66		0.00
	07-3216.00					Copier Lease				66.52		0.00
										159.18		0.00
Insurance Aid Services												
30277	12/8/2020	12/8/2020			1,646.40							Posted
	05-3336.00					EMS Billing				1,646.40		0.00
Island Supply Company												
30276	12/8/2020	12/8/2020			42.68							Posted
	05-3338.00					Oxygen				42.68		0.00

Accounts Payable Detail Listing

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City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
									<u>Debit</u>	<u>Credit</u>
Verizon Wireless (continued)										
30286		12/8/2020	12/8/2020		141.38					Posted
		05-3221.00			Rescue hot spots				80.02	0.00
		06-3221.00			Data				30.29	0.00
		03-3221.00			Handi Bus Phone				31.07	0.00
									141.38	0.00
Village Uniform										
30257		12/8/2020	12/8/2020		125.75					Posted
		02-3223.01			rugs				125.75	0.00

95,506.07 51 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 11/25/2020

Ending: 12/8/2020

Banks: All

Payable Status: Posted, Printed, ACH, Recorded, Voided

All Vendors Selected

Check Approval List - GL Account

12/4/2020 10:43:51 AM

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<u>Vendor Name</u>	City of Broken Bow		
	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>
			<u>Amount</u>
General			
Aflac		PRE TAX AFLAC	Health/Life/Acc Insurance
Aflac		AFLAC POST TAX	Health/Life/Acc Insurance
American Legal Publishing		Model Ordinances	399.00
Broken Bow Airport Authority		Monthly Payment	1,083.33
Broken Bow Municipal Utilities		Utilities/Trash Removal	25.67
Broken Bow Postmaster		PO Box Fee - 12 months	150.00
Card Services		supplies	58.99
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	166.04
City of Broken Bow - Health Insurance		HEALTH INS	3,028.52
City of Broken Bow - Health Insurance		health insurance	5,245.54
City of Broken Bow - Health Insurance		health insurance	3,134.12
City of Broken Bow Pension Fund		RETIREMENT NEW	6,278.10
City of Broken Bow Pension Fund		BBHA Pension	1,416.08
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	1,366.79
Colonial Insurance		COLONIAL LIFE PRE TAX	383.22
Colonial Insurance		COLONIAL LIFE POST TAX	194.80
Custer County Treasurer		communications interlocal	12,120.58
EFTPS Online Payment		MEDICARE	1,932.94
EFTPS Online Payment		FEDERAL	2,601.42
EFTPS Online Payment		FEDERAL	3,111.65
EFTPS Online Payment		FICA	8,264.98
Family Heritage		FAMILY HERITAGE	25.50
Omaha State Bank		HSA	75.00
Register of Deeds		assessment filing fees	28.00
Schaper and White Law Firm		Legal Fees	4,447.91
State Income Tax WH NE Online Payme		STATE	1,288.49
State Income Tax WH NE Online Payme		STATE	1,277.40
			Total General \$58,504.18
Municipal Building			
Black Hills Energy		Utilities - Gas	748.20
Broken Bow Municipal Utilities		Utilities/Trash Removal	409.94
Presto X Company		monthly service	111.28
Prime Plumbing		sewer repairs	147.50
Pristine Cleaning, LLC		Cleaning Service	325.00
Village Uniform		Rug Cleaning	125.75
			Total Municipal Building \$1,867.67
Handi Bus			
Card Services		supplies	13.88
City of Broken Bow - Health Insurance		health insurance	1,630.51
Verizon Wireless		telephone	31.07
			Total Handi Bus \$1,675.46
Police			
Black Hills Energy		Utilities - Gas	348.26
Broken Bow Municipal Utilities		Utilities/Trash Removal	361.91
Broken Bow Municipal Utilities		Utilities/Trash Removal	104.51
City of Broken Bow - Health Insurance		health insurance	6,807.93
Consolidated Management Co.		Meals NLETC	51.94
Hometown Leasing		copier lease	92.66
OpticsPlanet, Inc.		Wearable Safety Lights	345.80
Police Chief Assn of Nebraska		Membership Dues	30.00
Police Officers Assn of Nebr		POAN Membership	90.00
			Total Police \$8,233.01
Rescue Unit			
Bound Tree Medical		AED Pads	50.99
Broken Bow Chamber of Commerce		ambulance incentive	990.00
Broken Bow Rural Fire Board		BBMU, Great Plains, and Black Hills Energy	234.21
City of Broken Bow - Health Insurance		health insurance	732.10
Danko Emergency Equipment Co		10 Safety Vests	195.15
Insurance Aid Services		EMS Billing	1,646.40
Island Supply Company		Oxygen	42.68
Mid Plains Community College		CPR Class	76.00
Sandry Fire Supply LLC		3 Red Helmets	650.75
Verizon Wireless		telephone	80.02
			Total Rescue Unit \$4,698.30
Fire			

Check Approval List - GL Account

12/4/2020 10:43:51 AM

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Vendor Name

Fire

Broken Bow Rural Fire Board
Broken Bow Rural Fire Board
Broken Bow Rural Fire Board
City of Broken Bow - Health Insurance
Verizon Wireless

Library

Broken Bow Municipal Utilities
City of Broken Bow - Health Insurance
Hometown Leasing
Sara J. Hulinsky

Street

Broken Bow Municipal Utilities
Broken Bow Municipal Utilities
Card Services
City of Broken Bow - Health Insurance
Overnite Auto
V-Bar Sales & Service

Park

Broken Bow Municipal Utilities
Broken Bow Municipal Utilities
City of Broken Bow - Health Insurance
Ron Ripp Construction
S&L Sanitary Service

Swimming Pool

Broken Bow Municipal Utilities

Sanitation

Broken Bow Municipal Utilities
Custer Public Power

ST Infra/Capital

JEO

City of Broken Bow

<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
	BBMU, Great Plains, and Black Hills Energy	Utilities	234.21
	BBMU, Great Plains, and Black Hills Energy	Telephone/Internet	18.53
	BBMU, Great Plains, and Black Hills Energy	Telephone/Internet	18.54
	health insurance	Health Insurance	732.10
	telephone	Telephone/Internet	30.29
		Total Fire	\$1,033.67
	Utilities/Trash Removal	Utilities	925.11
	health insurance	Health Insurance	1,875.98
	copier lease	Copier Maint/Expense	66.52
	cleaning service	Contracted Services	1,192.00
		Total Library	\$4,059.61
	Utilities/Trash Removal	Utilities	1,622.21
	Utilities/Trash Removal	Street Lighting	3,354.77
	White board, RV Anti-freeze 083310	Maint/Repair Equipment	214.82
	health insurance	Health Insurance	4,966.06
	Battery	Maint/Repair Equipment	150.95
	Truck Repair	Maint/Repair Equipment	71.88
		Total Street	\$10,380.69
	Utilities/Trash Removal	Utilities	1,334.61
	Utilities/Trash Removal	Utilities	695.23
	health insurance	Health Insurance	1,840.19
	Garage Door Repair	Maintenance & Repair B	168.75
	Trash Around The Square	Trash Removal	49.30
		Total Park	\$4,088.08
	Utilities/Trash Removal	Utilities	155.42
		Total Swimming Pool	\$155.42
	Utilities/Trash Removal	Sanitation Contract	34.49
	CD Cell Power	Utilities	30.49
		Total Sanitation	\$64.98
	Memorial Drive Invoice 120508	Sales Tax Infra Projects	745.00
		Total ST Infra/Capital	\$745.00
			\$95,506.07

Report Selection: Check Approval List - GL Account

Date Range Selection: GL Posting Date

Starting Date: 11/25/2020

Ending Date: 12/8/2020

[Return To Agenda](#)



Broken Bow Volunteer Fire Department

1848 South G Street., Broken Bow, NE 68822

Phone: 308-872-1253 • Fax: 308-872-2173

Andy Holland, Emergency Service Director

Jason Baum Fire Chief

Official Roster

Effective on December 8, 2020 City

Effective on September 15, 2020 Rural

1. Gene Chapin	2. Ron Price	3. Kem Oatman
4. Paul Holland	5. Dave Linn	6. Doug Staab
7. Andy Holland	8. Ryan Anderson	9. Jason Baum
10. Jess Taylor	11. Kris Evans	12. Dustin Watson
13. Nick Coble	14. Jeff Pflaster	15. Lance Oatman
16. Joe Franssen	17. Zeke Atchison	18. Andy Taylor
19. Pat Zulkoiski	20. Troy Mack	21. Kelvin Kreitman
22. Tyler Staab	23. Cody Neville	24. Bill Hendricks
25. David Baltz	26. JD White	27. Reed Schaefer
28. James Bissonette	29. Billy Doles	30. Josh Page New Member
31.	32.	33.
34.	35.	36.

Starting April 7th, 2019

Fire Chief Jason Baum

1 Asst. Chief Kem Oatman

2 Asst. Chief Dustin Watson

Fire Captains

Lance Oatman

Joe Franssen

Jeff Pflaster

Kelvin Kreitman

Highlighted in Red is a new member

[Return To Agenda](#)

STATE OF NEBRASKA]
County of Custer ss

I, Jacob Holcomb, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of a Councilmember, according to law, and to the best of my ability.

And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Jacob Holcomb

Subscribed and sworn to before me this 8th day of December, 2020

Kandi K. Peters, Deputy City Clerk

Jason White, City Attorney

STATE OF NEBRASKA]
County of Custer ss

I, Christopher Myers, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of a Councilmember, according to law, and to the best of my ability.

And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Christopher Myers

Subscribed and sworn to before me this 8th day of December, 2020

Kandi K. Peters, Deputy City Clerk

Jason White, City Attorney

[Return To Agenda](#)



November 9, 2020

City of Broken Bow
Mayor and City Council
PO Box 504
Broken Bow, Nebraska 68822

RE: 2021 City Engineer Appointment Request

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for the year 2021. We appreciate the confidence you have shown in JEO in the past, and we sincerely hope to continue our relationship.

Since JEO has provided services to the city in the past, our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. We believe that this is extremely important, as it provides the background information needed to evaluate what actions to take going forward. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing both the time and cost involved in addressing routine matters.

We have detailed below what you can expect from JEO as your city engineer. When there may be a fee for the services, as noted in items two through four below, JEO will notify you before commencing work.

1. If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but is usually a valuable first step in assessing the need, priority, and feasibility of potential infrastructure projects. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.
2. JEO will assist in the process of applying for and attempting to secure funding, such as Community Development Block Grants, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide information necessary to complete the reporting requirements of any funding that the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality—in some cases, having an appointed City Engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for this service, depending on some factors, and we would be happy to discuss this with you.
3. JEO will respond to questions about the routine operation and maintenance of the city infrastructure, based on the prior knowledge we have of these facilities/systems. There is typically no charge for this service. However, depending on some factors, a fee may be involved when a commitment, such as site visits or research, is required for JEO to provide assistance.

November 9, 2020

RE: 2021 City Engineer Appointment Request

Page 2 of 2

4. Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on several factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, due to JEO's extensive institutional knowledge about the city and its infrastructure, JEO will provide this service efficiently and effectively.

When requested, JEO will provide a scope of services and fee for specific projects that the city would desire to pursue.

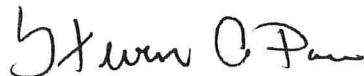
JEO does not request a contract to serve as the city engineer, and the city is under no obligation to hire JEO for any project. Furthermore, we do not require a retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so JEO will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up-to-date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to lkitt@jeo.com. Additionally, please include a copy of your meeting minutes that states the engineering appointment.

If you have any questions about this letter or want any further information, please contact me.

Thank you for your consideration.

Sincerely,



Steven A. Parr

Principal

Enclosure

☒

2021 ENGINEER APPOINTMENT REQUEST

The City of Broken Bow has appointed JEO Consulting Group, Inc. as the City Engineer:

Yes No

Notes: _____

Form Completed By (please print name)

Date

***Please include a copy of your meeting minutes.**

[Return To Agenda](#)



November 9, 2020

City of Broken Bow
Mayor and City Council
PO Box 504
Broken Bow, NE 68822

RE: **Broken Bow 2021 Street Superintendent Re-Appointment Request**

Dear Mayor and City Council:

I am requesting to be re-appointed as the street superintendent for the year 2021. Attached is the scope of services for the Street Superintendent appointment. If it is decided to re-appoint me, please make sure the motion is worded in your minutes as "We appoint Steven A Parr from JEO Consulting Group, Inc. as our Street Superintendent". I appreciate the opportunity to work on your behalf.

I would appreciate you notifying me on your action of this request, so my records are up-to-date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to lkitt@jeo.com. Additionally, please include a copy of your meeting minutes that states the approved appointment.

If you have any questions about this letter or the attached information, or if you want any further information, please contact me. Thank you for your consideration.

Sincerely,

Steven A Parr

License Number: S-859 | Class A

Office: (402) 443-7485 | **Mobile:** (402) 443-8003 | **Email:** sparr@jeo.com

XX

2021 STREET SUPERINTENDENT APPOINTMENT REQUEST

The City of Broken Bow has appointed Steven A Parr as the street superintendent:

Yes No

Notes:

Form Completed By (please print name)

Date

***Please include a copy of your meeting minutes.**

Return To Agenda

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.

RESOLUTION

SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2020

Resolution No. 2020-20

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

Whereas: The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of Broken Bow, Nebraska
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

Adopted this 8th day of December, 2020 at Broken Bow, Nebraska.

City Council/Village Board Members

Jacob Holcomb

David Schmidt

Chris Myers

Larry Miller

City Council/Village Board Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and filed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2020 to December 31, 2020

*This certifies that Steven A. Parr, License Number S- 859 Class A,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of Broken Bow
(Print name of City or Village)

from January 1 Month, 2020 to December 31 Month, 2020

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one box)

Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

Signature of Mayor Village Board Chairperson

* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515. If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

Note: In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Contract
Documents &
Specifications

Project Manual

Wastewater Treatment Plant

BIOSOLIDS DISPOSAL

BIOSOLIDS LOADING, PREPARING, HAULING
AND DISPOSAL 2021 (Renewal Option 2023)

BROKEN BOW, NEBRASKA
2020

FWE Project No. 001-W2-005

Front Water
Engineering LLC

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DIVISION 2 – SITE WORK

02450	Biosolids Loading, Preparing, Hauling and Disposal	02450-1 to 02450-12
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ADVERTISEMENT FOR BIDS

Separate sealed BIDS will be received by the City of Broken Bow at the City offices, 314 South 10th Avenue, Broken Bow, Nebraska on _____, 2020, until _____ AM/PM (Local Time), and then such BIDS shall be publicly opened and read aloud for the following work:

furnishing all equipment, labor, materials and appurtenances required to load, prepare, haul and dispose of municipal biosolids for the City of Broken Bow, Nebraska Wastewater Treatment Plant and other such work as may be incidental to **BIOSOLIDS LOADING, HAULING, PREPARING & DISPOSAL, 2021 with Provisions for renewal for 2023.**

Envelopes containing bids shall be sealed and must be accompanied by a certified check or bid bond made payable, without condition, to the City Clerk, Broken Bow, Nebraska, in an amount equal to five percent (5%) of the BID as security that the bidder whom the award is made will enter into contract to complete the work bid upon and furnish the required bonds and insurance. Envelopes containing bids shall be marked with the project name, date and time of bid.

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

The Contract Documents may be examined at the following locations:

Frontwater Engineering, 18 Merriweather Drive 11, Johnson Lake, NE 68937
City Offices, 314 South 10th Ave., Broken Bow, NE 68822
Lincoln Builder's Bureau, 5910 S. 58th Street, Suite C, Lincoln, NE 68516
Omaha Builder's Exchange, 4255 S 94th Street, Omaha, NE 68127
F.W. Dodge, 8529 K Street, Omaha, NE 68127

Copies of the Contract Documents may be obtained at the office of Frontwater Engineering, LLC located at 18 Merriweather Drive 11, Nebraska 68937, Telephone (308) 746-2470 upon a non-refundable payment of \$25 for each set distributed electronically and \$40 for each set distributed in hard copy.

No bid may be withdrawn within a period of sixty (60) days after the date fixed for the bid opening. Only firm (non-escalating) bids will be allowed.

All work and materials are to be guaranteed for a period of one (1) year following the final acceptance by the ENGINEER. Each successful bidder shall supply a Construction Performance Bond and a Construction Payment Bond executed by a Corporate Surety licensed in the State of Nebraska, each in an amount equal to 100 percent of the contract price. Partial payments will be made monthly, less the appropriate retainage, for the work done and materials supplied.

Each BIDDER will be required to submit with his proposal: references of previous work experience, evidence of security of land rights (if applicable).

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



Endorsed by



ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued, which is the office of the Engineer.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and other such data as may be called for below:

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. There are no reports of Subsurface and Physical Conditions; Hazardous Environmental Conditions available.

4.03 *Site Visit and Testing by Bidders*

A. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing

- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will not be held.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or sixty-one (61) days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 *Lump Sum*
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within fifteen (15) days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten (10) days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and/or electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from Nebraska state sales and use taxes. Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

BID FORM
FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



Endorsed by



ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***City of Broken Bow
314 South 10th Ave.
Broken Bow, NE 68822***

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for ONE (1) of the following BIDS:

BID A – LOADING, HAULING, AND DISPOSAL BY LIQUID LAND APPLICATION

Description – Schedule of Values	2021 Bid Price	OPTION 2023 Bid Price
Acquisition of Security of Land rights		
Mobilization/Demobilization		
Mixing and pumping biosolids from lagoon		
Analytical Testing & Record keeping		
Loading and hauling biosolids		
Land applying liquid biosolids		
Total Lump Sum Price Bid	\$	\$

OR

BID B – LOADING, HAULING, AND DISPOSAL BY SOLIDS (CAKE) LAND APPLICATION

Description – Schedule of Values	2021 Bid Price	OPTION 2023 Bid Price
Acquisition of Security of Land rights		
Mobilization/Demobilization		
Mixing and pumping biosolids from lagoon		
Analytical Testing & Record keeping		
Preparing, thickening, dewatering		
Loading and hauling biosolids		
Land applying solids (cake) biosolids		
Total Lump Sum Price Bid	\$	\$

OR

BID C – LOADING, HAULING, AND DISPOSAL BY SOLIDS (CAKE) AT LANDFILL

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name—Include Location):

BOND

Bond Number:

Date:

Penal sum \$ _____
(Words) _____ (Figures) _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal) _____ (Seal) _____

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Contract No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by



Issued and Published Jointly by



Endorsed by



extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$_____ for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- C. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- D. Adjustment prices are subject to acceptance by Owner, and rejection of one or more adjustment prices will not invalidate acceptance of the Bid.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the twentieth (20) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages C-610-1 to C-610-2, inclusive).
 - 3. Payment bond (pages C-620-1 to C-620-2, inclusive).
 - 4. Other bonds.
 - a. [redacted] (pages [redacted] to [redacted], inclusive).
 - 5. General Conditions (pages C-700-1 to C-700-65, inclusive).
 - 6. Supplementary Conditions (pages C-800-1 to C-800-[redacted], inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of [redacted] sheets with each sheet bearing the following general title: [redacted] [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers [redacted] to [redacted], inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [redacted] to [redacted], inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

PAYMENT BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

(seal)

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Contractor's Application For Payment No.

Project:	Owner's Contract No.:
To (Owner):	Contractor's Project No.:
From (Contractor):	Contract:
Application Period:	Application Date:

APPLICATION FOR PAYMENT **Change Order Summary**

CONTRACTOR'S CERTIFICATION

CONTINUATION OF CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied

on account to discharge Contractor's legitimate obligations incurred in connection with . . .

Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this

Application for Payment will pass to Owner at time of payment free and clear of a

Liens, security interests and encumbrances (except such as are covered by a Bond).

acceptable to Owner indemnifying Owner against any such Liens, security interest or

encumbrances); and (3) all work covered by this Application for Payment is

accordance with the Contract Documents and is not defective.

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By: _____ Date: _____

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EJCDQ

2013 National Society

Contractor's Application

Stored Material Summary

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's

responsibilities: None

As follows

Amendments to

Contractor's responsibilities: None

As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

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

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06. A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation:*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

B. *Cash Allowances:* Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

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

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition) have the meanings assigned to them in the General Conditions.

Add the following language at the end of the paragraph 28. "OWNER" in Article 1 Definitions of the General Conditions: "Whenever the word "OWNER" is used in the Contract Documents, it shall be equivalent to the City of Broken Bow, Nebraska."

SC-3.01 Add the following language at the end of paragraph 3.01.B: "All items necessary or incidental to completely construct or erect the Work shall be furnished, whether called for in the Specifications and not shown on the Drawings, or anything shown or mentioned on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both."

Instructions to Bidders and Special or Supplementary General Conditions shall take priority over General Conditions. In case of disagreement between the Drawings and Specifications, or within either document itself, the better quality or greater quantity of Work resulting in a greater cost shall be estimated and included in the bid and Contract Price."

SC-4.01 Delete the last sentence of paragraph 4.01.A and add the following language: "The effective date of the Agreement will be the date proposed by the Contractor in a Bid or a date mutually agreeable to the Owner and the Contractor."

SC-4.03 Delete section 4.03 in its entirety.

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

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

If box is checked, Contractor is not required to provide Contractor's Pollution.Liability insurance under this Contract

6. Additional Insureds: The Owner and Frontwater Engineering, LLC shall be included as additional insureds for all coverage required under SC-6.03.B. for the entire duration of the contract period. The certificate holder on the Certificate of Insurance shall be as follows:

City of Broken Bow
314 South 10th Ave.
Broken Bow, NE 68822

7. Contractor's Professional Liability:

Each Claim	\$ <u>N/A</u>
Annual Aggregate	\$ <u>N/A</u>

If box is checked, Contractor is not required to provide Contractor's Professional Liability insurance under this Contract

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
1) The City of Broken Bow and Frontwater Engineering, LLC,

SC-7.01.C Add a new paragraph immediately after 7.01.B:

The Contractor warrants and represents that he/she/it has policies in place governing the actions of the Contractor and any employees or agents or the Contractor regarding sexual harassment. The Contractor agrees to defend, indemnify and hold harmless the Owner for actions of the Contractor or Contractor's employees or agents in the execution of this agreement with the Owner and its officers, employees and agents. The Contractor also understands and agrees that any violation of this provision will constitute sufficient cause to terminate the agreement.

SC-7.02.E. Add the following new paragraph immediately after Paragraph 7.02.D:

E. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC 7.09 Add new paragraphs immediately after Paragraph 7.09.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Nebraska. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ _____

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$ _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
\$ _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
\$ _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED: _____ **ACCEPTED:** _____ **ACCEPTED:** _____

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: _____ Date: _____ Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

SECTION 01000

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 WORK INCLUDED

A. Bid:

Furnishing all equipment, labor, materials and appurtenances required to mix, load, prepare (thicken and dewater, if applicable), haul and dispose of the municipal wastewater biosolids from the west sludge storage lagoon located at the Project Site, and in addition to, but not limited to sludge testing and analysis, record keeping, and other such work as may be incidental to the Project.

1.2 CODES AND REGULATIONS

A. Comply with all applicable codes and regulations.

B. In the event of a conflict, applicable codes and regulations take precedence over project Drawings and Specifications.

1.3 SPECIFICATION LANGUAGE EXPLANATION

A. Specifications are of abbreviated, simplified or streamlined type and include incomplete sentences. Omissions of words or phrases such as "the Contractor shall," "in conformity therewith," "shall be," "as noted on the Drawings," "a," "the" are intentional. Supply omitted words or phrases by inference in same manner as they are when "NOTE" occurs on Drawings. Supply words "shall be" or "shall" by inference when colon is used within sentences or phrases. Supply words "on the Drawings" by inference when "as indicated" is used with sentences or phrases.

B. Where reference is made to specifications, societies, institutes, or associations or manufacturer's directions, they are, except as may be inconsistent herewith, made part of Specifications, to same extent as if written out in full herein. Use latest edition, at time of bidding, if a date is not given.

1.4 CONTRACT AMOUNT

A. Final contract price will be computed by the sum of the Base Bid, awarded alternates and approved change orders.

B. Minor items necessary to provide complete, serviceable facilities shall be included in the bid prices and furnished even if not specifically called for by the Drawings and Specifications.

SECTION 02450

BIOSOLIDS LOADING, PREPARING, HAULING AND DISPOSAL

PART 1 – GENERAL

1.1 SCOPE

A. Section includes removing and loading municipal biosolids from one of the City's sludge storage lagoons, preparing, hauling and disposal by one (1) or more of the following methods:

1. Liquid Disposal by Land Application: Loading, preparing, hauling and disposal by liquid application on land including acquiring land rights.
2. Solid Disposal by Land Application: Loading, preparing by mechanically dewatering, hauling and disposal by solid application on land including acquiring land rights.
3. Solid Disposal by Landfill: Loading, preparing and mechanically dewatering, hauling and disposal of dewatered biosolids at a permitted Municipal Solid Waste Landfill (MSWLF).
4. MSWLF disposal has been utilized by the Owner in the past, due to availability of land applications sites within a feasible hauling distance from the WWTP. Contractor shall research availability of land for application prior to submittal of Contractor's bid.

1.2 FACILITY INFORMATION

A. Location: The City's sludge storage lagoons are located at:

Wastewater Treatment Plant
79746 Rd 440
Broken Bow, NE 68822

B. Lagoon Information

1. There are two (2) sludge storage lagoons with an average approximate volume of 2.4 acre-ft per ft.
2. Biosolids from only one of the two lagoons will be included in this contract.
3. Each lagoon has a HDPE liner and a concrete entrance/exit ramp in the northeast and northwest corners respectively.

1.3 BIOSOLIDS CHARACTERISTICS & VOLUME

A. Characteristics

1. Biosolids are generated from municipal domestic and industrial sources as well as domestic septage.

- C. Perform all required analytical testing of biosolids, management of biosolids during loading, hauling, preparation and disposal.
- D. The Contractor's operations shall not impede or interfere with Owner's ability to operate the WWTP.
- E. Contractor is responsible for removal of excess water (precipitation) from the lined lagoon. Contractor shall furnish and utilize equipment that will not damage lagoon liner and shall be approved by Owner or Owner's representative prior to use. Any damages caused by Contractor or Contractor's equipment shall be repaired or replaced at Contractor's expense to the satisfaction of the Owner. Decanted water shall be returned to the head of the Wastewater Treatment Plant as coordinated with Owner.
- F. Contractor is responsible for removal of biosolids from the lined lagoon. Contractor shall utilize equipment that will not damage lagoon liner and shall be approved by Owner or Owner's representative prior to use. Any damages caused by Contractor or Contractor's equipment shall be repaired or replaced at Contractor's expense to the satisfaction of the Owner.
- G. Contractor shall provide a chemical toilet at an appropriate location within the project site for use by its employees. At the completion of the contract, all such facilities shall be removed from the site.
- H. For land application
 - 1. Obtain written approval from landowners for each application site and State Agency authorization, if required. Copies of all agreements shall be provided to the Owner and the landowner.
 - 2. Contractor shall pay for all costs related to private landowner easements, rights-of-way, etc. and include all such costs in Contractor's bid items.
 - 3. Prepare field application sheets for each application site.
 - 4. Complete monthly waste disposal documents.
 - 5. All operations shall be compliance with all applicable Federal, State and Local regulations regarding land application of biosolids.
 - 6. Submit copies of all records to the Owner within thirty (30) days of biosolids applications.
 - 7. Fences or gates shall be returned to their original condition and any damages shall be mitigated immediately after biosolids application to the landowner's satisfaction.
 - 8. Contractor is responsible for restoring staging areas to condition to the satisfaction of the landowner. Staging area operations should be conducted in such a manner to minimize damage requiring such restoration.
- I. For MSWLF

1.7 PREVIOUS WORK EXPERIENCE AND REFERENCES

- A. Contractor shall provide a narrative describing previous work experience in loading, preparing, hauling, and disposing (by land application or landfilling) of biosolids including method, volume disposed, dates and locations of similar projects.
- B. Contractor shall provide a minimum of five (5) references including name and organization, City, State and phone number of previous work experience.

1.8 PERSONNEL

- A. Contractor shall provide and employ competent, experienced, trained and DOT licensed personnel at all times when performing services under this Agreement.
- B. Contractor shall designate a manager responsible for the supervision of daily work activities and maintaining contact with the Owner or Owner's representative.

1.9 SUBMITTALS

- A. Work Plan
 - 1. Contractor shall provide a Work Plan narrative describing the intended plan to accomplish the work, approximate timeline schedule, etc.
 - 2. The Work Plan shall include the names and types of equipment to be used on this project, the number of personnel assigned to the work and the titles and responsibilities of the key personnel.
- B. Land Application Agreements
 - 1. Contractor shall provide signed written agreements with landowner(s) for all land application sites prior to hauling biosolids. At the discretion of the Owner, Contractor may be required to provide signed written agreements with landowner prior to award to ensure that the contract requirements can be met.
- C. Biosolids Testing Reports
 - 1. Contractor shall provide copies of all laboratory test reports of the biosolids sampling.
- D. Documentation of Quantity Hauled/Disposed
 - 1. Contractor shall provide all scale tickets, quantity of sludge removed from site, etc. to quantify the biosolids hauled and disposed.
 - 2. Provide all field application reports, trucking reports, etc.
 - 3. Load tickets shall include date hauled, destination of hauled biosolids, accurate and reliable measurement of weight or volume hauled. Method of measurement must be approved by Owner prior to the start of the work.

B. All other applicable Federal, State and local regulations.

1.14 PROJECT RECORD DOCUMENTS

A. Contractor shall maintain records of all testing reports, volume/weight tickets, land application sites, receipts of MSWLF disposal, etc. that may be associated and appropriate for the project.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.1 GENERAL

A. All equipment shall be signed with the Contractor's name/logo and telephone number.

B. All equipment shall be maintained in a clean and presentable condition reflecting a positive image on the Owner and its' biosolids disposal program.

C. Contractor is responsible for all cleanup including accidental spills and daily cleanup of all fluid and lubricant spills and/or leaks. Use of any equipment that allows leakage or damage at the WWTP, public roadways or the application site shall be the responsibility of the Contractor including cleanup in the event a spill occurs.

D. Equipment shall be maintained in good condition and repair to ensure constant reliability. Contractor is responsible to ensure that hauling equipment is not overloaded, and would pay any and all fines or penalties resulting from such overweight load or equipment condition or licensing deficiency. When requested by Owner, the Contractor shall provide proof of adequate hauling and application equipment at the time of the Bid or prior to Award of the contract.

E. Contractor shall provide all equipment and personnel for removing excess water (precipitation) from biosolids storage lagoon with Contractor-furnished pumping equipment. The Owner's Decant/supernatant pumping station may be utilized for transfer of water from the lagoon cell when water levels are sufficient for its operation.

F. Contractor shall provide all equipment and personnel for mixing and moving lagoon contents to be removed by Contractor-furnished pumping equipment.

3.2 DISPOSAL OF LIQUID BIOSOLIDS BY LAND APPLICATION

A. TESTING

1. Contractor shall be responsible for testing of samples of biosolids as indicated through an accredited analytical laboratory specializing in this type of analyses.

farmer/landowner shall be notified at least 24 hours prior to hauling biosolids to the field.

6. Contractor shall utilize either pressurized tanks or tanks with pumping capability to ensure even application of the liquid biosolids. Trucks and equipment shall be equipped with driver cab actuated valve(s) for controlling the release of tanker contents.
7. Liquid biosolids shall be applied along the contour of the land application site to prevent or minimize erosion of soils.
8. Injection equipment shall self-propelled with floatation-type tires and wheel drive to minimize compaction and avoid ruts in the field. Contractor shall provide subsurface injection equipment to provide 100% coverage of biosolids by soil after injection to eliminate odors. Contractor may be required to demonstrate the equipment prior award to ensure that this requirement is met.
9. Contractor shall ensure that no biosolids enter any water way, ditch, water supply during application.
10. Liquid biosolids applied to the surface shall be thoroughly incorporated into the soil within 2 hours of application to minimize vector attraction.
11. Biosolids shall not be applied to frozen or saturated ground.

3.3 DISPOSAL OF SOLID (CAKE) BIOSOLIDS BY LAND APPLICATION

A. TESTING

1. Contractor shall be responsible for testing of samples of biosolids as indicated through an accredited analytical laboratory specializing in this type of analyses.
2. Testing shall include determination of total metals and plant nutrients in accordance Federal and State requirements.
3. Testing to determine the total percent solids (i.e. dry weight).

B. PREPARING – MECHANICAL DEWATERING

1. Contractor shall provide all equipment, materials and personnel for loading the biosolids for mechanically dewatering, including all polymers and materials required for solids separation, water removal and return back to the treatment process, operation and maintenance of the machine(s).
2. Contractor shall provide information (typically MSDS) of all chemicals used in the dewatering process to the Owner as part of the plan of operations.
3. Biosolids dewatering, including chemicals and all costs incidental to the successful operation and maintenance of the dewatering process, shall be included as part of the bid items, inclusive of all necessary personnel, equipment and facilities.
4. Contractor shall mechanically dewater the biosolids to a minimum of 20% total solids (TS) or greater (cake) to facilitate spreading and minimize hauling.
5. Dewatering filtrate/concentrate and wash down water shall be returned to the opposite sludge lagoon or to the WWTP headworks as approved or directed by Owner. Filtrate/concentrate, wash down or clean up water containing dewatering agents and chemicals must not adversely impact the treatment processes.

3. Prior to application, the field shall be flagged to reflect the staging areas, isolation and setback requirements, water courses, and areas of unacceptable soil types.
4. Contractor shall apply biosolids at the specified rate for each field. Injecting and application equipment shall be capable of field adjusting application rates.
5. Biosolids application shall be scheduled as near as possible to the time the farmer expects to till the soil. In any case, the farmer/landowner shall be notified at least 24 hours prior to hauling biosolids to the field.
6. Contractor shall utilize equipment with the capability to ensure even application of the biosolids. Trucks and equipment shall be equipped with driver cab actuated features for controlling the release of the biosolids.
7. Contractor shall ensure that no biosolids enter any water way, ditch, water supply during application.
8. Biosolids shall not be applied to frozen or saturated ground.

3.4 DISPOSAL BY MSWLF

A. TESTING

1. Contractor shall be responsible for testing of samples of biosolids as indicated through an accredited analytical laboratory specializing in this type of analyses.
2. Testing shall include determination of the presence of liquids in a representative sample in compliance with Title 40 of the Code of Federal Regulations, Sections 264.314 and 265.314. Method SW-846 Test Method 9095B: Paint Filter Liquids Test.
3. Testing shall include Toxicity Characteristic Leaching Procedure (TCLP) to ensure suitability for MSWLF disposal.
4. Testing to determine the total percent solids (i.e. dry weight).

B. PREPARING – MECHANICAL DEWATERING

1. Contractor shall provide all equipment, materials and personnel for loading the biosolids for mechanically dewatering, including all polymers and materials required for solids separation, water removal and return back to the treatment process, operation and maintenance of the machine(s).
2. Contractor shall provide information (typically MSDS) of all chemicals used in the dewatering process to the Owner as part of the plan of operations.
3. Biosolids dewatering, including chemicals and all costs incidental to the successful operation and maintenance of the dewatering process, shall be included as part of the bid items, inclusive of all necessary personnel, equipment and facilities.
4. Contractor shall mechanically dewater the biosolids to a minimum of 20% total solids (TS) or greater (cake) to facilitate spreading and minimize hauling and landfill tipping charges.
5. Dewatering filtrate/concentrate and wash down water shall be returned to the opposite sludge lagoon or to the WWTP headworks as approved or directed by Owner. Filtrate/concentrate, wash down or clean up water containing

THIS PAGE
CONCLUDES THE TECHNICAL SPECIFICATIONS
FOR THE
BIOSOLIDS LOADING, PREPARING, HAULING AND DISPOSAL 2021 (2023 Option)
BROKEN BOW, NEBRASKA
2020

FWE PROJ NO. 001-W2-005

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APPLICATION CONDITIONAL USE PERMIT TOWER DEVELOPMENT PERMIT

City of Broken Bow – 314 South 10th Avenue, P.O. Box 504 – Broken Bow, NE 68822

**NON-REFUNDABLE APPLICATION FEE -\$150.00
MUST ACCOMPANY APPLICATION**

Date _____

Applicant's Name: Viaero Wireless Mike Harms
Address: 1224 W Platte Ave Fort Morgan, Co. 80701
Phone: Cell 308-370-0114 Work/Home 308-370-0114
Email address: michael.harms@viaero.com

Lessee's Name: Dale Grantzinger
Address: 650 Buffalo Run Rd Broken Bow NE 68822
Phone: Cell 308-870-3154 Work/Home 308-870-3154
Email address: dgrant44@live.com

Others with Ownership Interest

Name: Industrial Tower West
Address: 1224 W Platte Ave Fort Morgan, Co. 80701
Phone: Cell 308-370-0114 Work/Home 308 370 0114
Email address: michael.harms@viaero.com

Name: _____
Address: _____
Phone: Cell _____ Work/Home _____
Email address: _____

Pursuant to the Broken Bow Zoning Ordinance, application is hereby made for the following proposed use of property or structure:

Address of Property 1435 N 17th Ave Broken Bow NE. 68822

Legal Description of Property: SW 1/4 of NW 1/4 Section 29 Township 17N Range 20W of the 6th Pm Custer County Ne.

Lot Size: (Sq. Ft. / Acres) 4.88 Acres Zoning District _____

Existing use of property: Residential Rental - Ag With current pole site for cell service.

Land uses that border the site. Describe lot sizes, structures and uses:

North: Parcel 499300 5.25 Acres Property Class Mobile Home - Ag
South: Parcel 499500 5.08 Acres Property Class Single Family - Ag
East: Parcel 497840 5 Acres Property Class Single Family - Ag
West: Parcel 499100 20 Acres Property Class Single Family - Ag



Names, Addresses and Telephone Numbers of all owners of other towers or useable antenna support structures within a one (1) mile radius of the proposed tower, including publicly and privately owned towers and structures:

1202796 & 1222386 both 78 ft. Paulsen Inc Lexington Communications 104 N Taft Lexington NE 68850 308-324-3707
1204778 141 ft. Custer County 116 11th St Broken Bow 68822 308-872-6418

Will ingress and egress be so designed as to minimize traffic congestion in the public streets/roads?

ingress and egress will be designed from 17th Ave to the east.

Applicant/Lessee shall provide:

1. An affidavit attesting that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicants' telecommunications facilities on a tower or useable antenna support or written technical evidence from an engineer that the applicants telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure.
2. Written technical evidence from an engineer that the proposed tower will meet the established Building Code and all other applicable construction standards set forth by the Village Board, and federal, state and ANSI standards.
3. Color photo simulations showing the proposed location of the tower with a photo-realistic representation of the proposed tower as it would appear viewed from the nearest residentially used and/or zoned property and nearest roadway, street or highway.
4. Descriptions and diagrams of the proposed tower, telecommunications facilities and/or antenna, manufacturers literature, appurtenances such as building, driveways, parking areas, and fences or other security enclosures with significant detail to allow persons reviewing the application to understand the kind and nature of the proposed facility.

Estimated Cost of Structure \$ 100,000.00

Applicant's Signature Mike Haems Mailing Address 4077 W Capital Ave Grand Island, NE 68803



CONDITIONAL USE PERMIT APPLICATION PROCEDURES

1. Complete the Conditional Use Permit application and submit with all required attachments
2. If project requires new construction or alterations to an existing structure(s), please provide the following along with the completed application:
 - a. Zoning Permit Application
 - b. Site Plan including, but not limited to, location and dimensions of the following:
 - 1) All proposed site improvements
 - 2) Proposed structures
 - 3) Drive aisles and parking with dimensions
 - 4) Proposed changes to parcel/property lines (including lease lines)
3. Project Narrative: Submit a narrative statement demonstrating in what ways the request conforms or does not conform to the following standards:
 - a. Will not be hazardous or disturbing to existing neighboring uses.
 - b. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reasons of traffic, noise, smoke, fumes, glare or odors.
 - c. Will not create excessive additional requirements at public cost for public services and utilities.
 - d. Will not be detrimental to the economic welfare of the community.
 - e. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.
 - f. Will be harmonious with and in accordance with the general objectives, or with any specific objective of the Comprehensive Plan and/or applicable sections of the City Code.
 - g. Will be designed, constructed, operated and maintained to be harmonious and appropriate with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.
 - h. Will have vehicular approaches to the property which shall be designed so as not to create an interference with traffic on surrounding public roads.
 - i. Will be served adequately by essential public services and utilities such as highways, streets, police and fire protection, drainage systems, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such service or utility.
 - j. Will constitute a conditional use as established on the official schedule of regulations for the zoning district involved.



OFFICE USE ONLY

Permit No. _____

**CONDITIONAL USE PERMIT REVIEW
FOR _____**

PLANNING COMMISSION

Recommend Approval? Yes _____ No _____

Comments/Required changes

Forwarded to the City Council _____
Date _____

Chairperson
Planning Commission

CITY COUNCIL

Approved Yes _____ No _____

Comments/Required changes

City Council Date of Action _____
Date _____

Mayor
City Council

Attest:

City Clerk

Date this _____ day of _____, 2020.

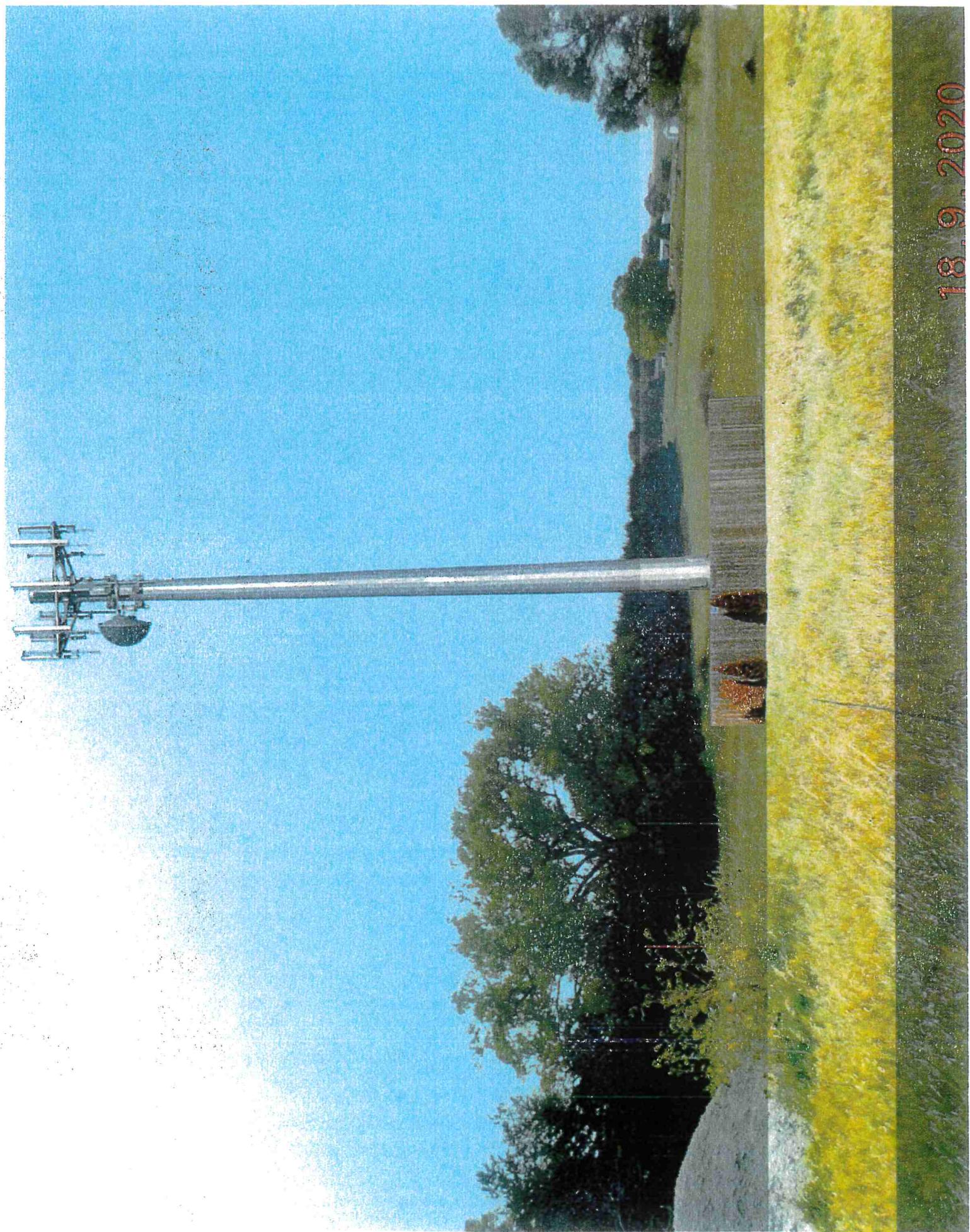
Project Narrative

Industrial Tower West, LLC is currently seeking a conditional use permit to remove and replace the existing Sixty foot (60') pole, in which Viaero Wireless is a tenant on for its commercial operations. The existing pole and planned location for the replacement monopole is located at 1451 N. 17th, Broken Bow, Nebraska. Industrial Tower West, LLC plans to remove and replace the existing pole with a self-supporting One Hundred-foot (100') monopole structure. This monopole structure will conform to the following standards as follows:

1. This replacement monopole will not be hazardous or disturbing to existing neighboring uses;
2. Will not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property, or the general welfare by reasons of traffic, noise, smoke, fumes, glare or odors;
3. Will not create excessive additional requirements at public cost for public services and utilities;
4. Will not be detrimental to the economic welfare of the community;
5. Will not result in the destruction, loss, or damage of a natural scenic or historic feature of major importance;
6. Will be harmonious with and in accordance with the general objectives, or with any specific objective of the Comprehensive Plan and/or applicable sections of the City Code;
7. Will be designed, constructed, operated, and maintained to be harmonious and appropriate with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.
8. Will have vehicular approaches to the property, as already utilized to access the existing structure, which shall be designed so as not to create an interference with traffic on surrounding public roads.
9. This area is currently served adequately by essential public services and utilities.
10. Will constitute a conditional use as established on the official schedule of regulations for the zoning district involved.

In addition to the conformance to the standards outlined above, Industrial Tower West, LLC also submits the following documentation:

1. Determination of No Hazard to Air Navigation
2. Complete site plan including technical evidence that the proposed tower will meet established Building Code.
3. A color Photo simulation of the proposed tower from 17th Avenue, Broken Bow, Nebraska.
4. Certified list of property owners
5. Deed
6. Application Fee of \$150



18.9.2020



1224 W. PLATTE AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
BROKEN BOW NORTHWEST
1435 NORTH 17TH AVENUE
BROKEN BOW, NE 68822
(CUSTER COUNTY)

SEAL:

REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

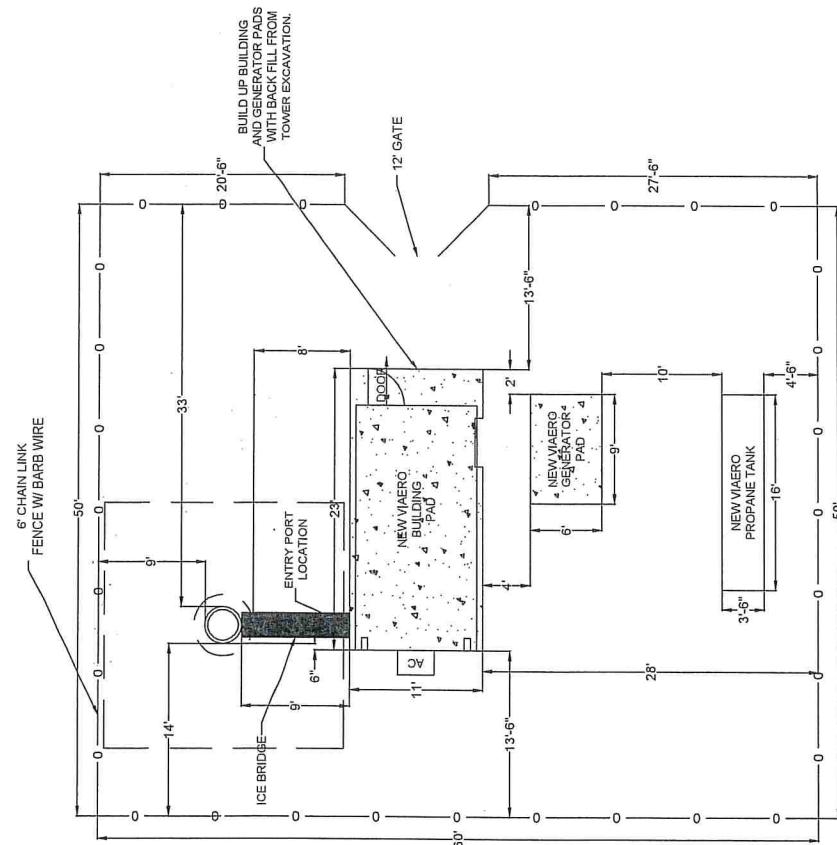
DRAWN BY: CHECKED BY:

SHEET TITLE: COMPOUND
LAYOUT

SHEET NUMBER: A-2

REVISION:

0 10' 20'
SCALE: 1'=10'
SCALE IN FEET



COMPOUND LAYOUT DETAIL:
SCALE: 1'=10'
SCALE IN FEET



1224 W. PLATTE AVENUE
FORT MORGAN, CO 80701

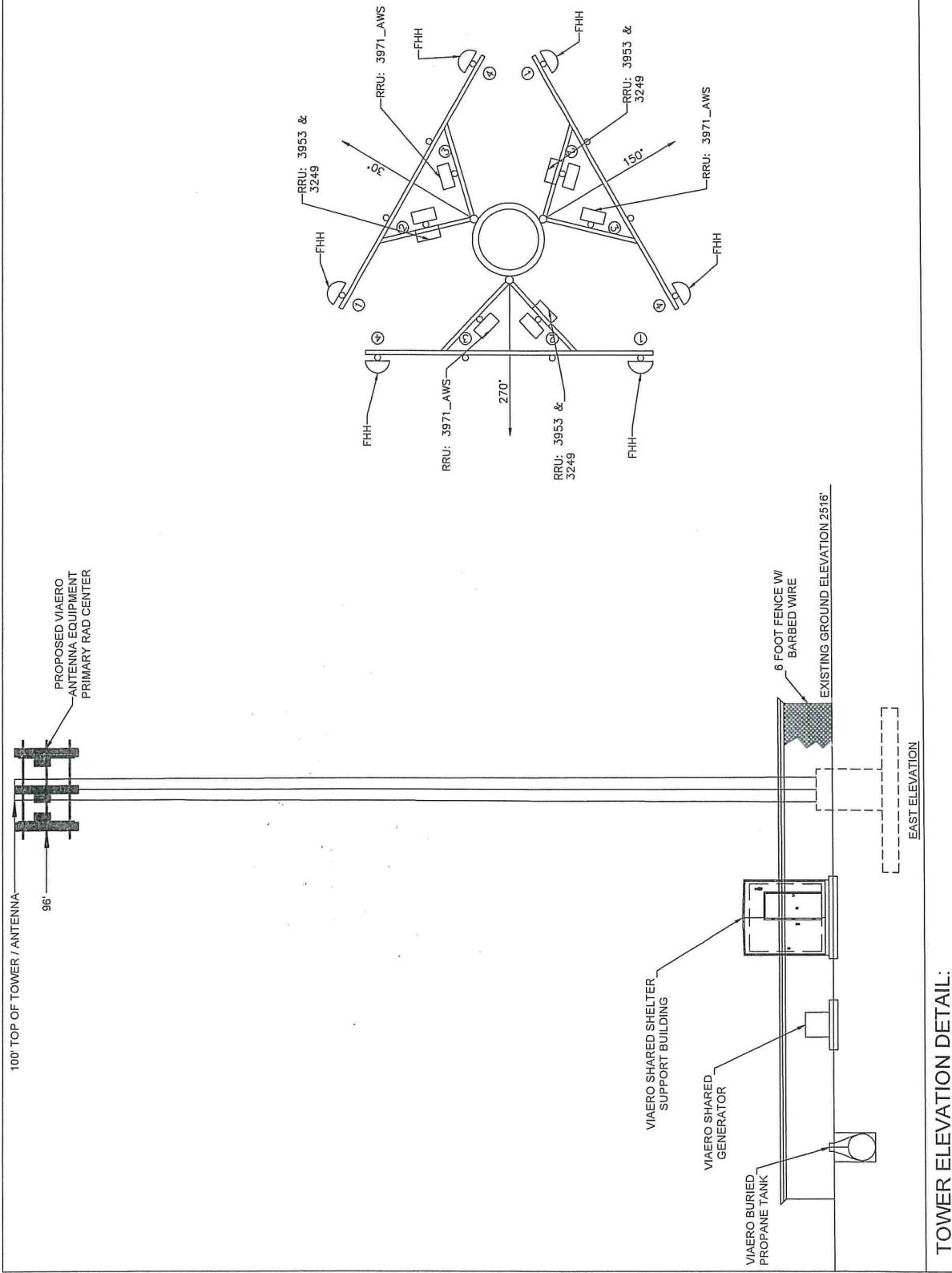
PROJECT INFORMATION:

SITE NAME:
BROKEN BOW NORTHWEST
1455 NORTH 17TH AVENUE
BROKEN BOW, NE 68822
(CUSTER COUNTY)

SEAL:

TOWER
ELEVATION

A-3





1224 W. PLATTE AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:
SITE NAME:
BROKEN BOW NORTHWEST
1435 NORTH 17TH AVENUE
BROKEN BOW, NE 68822
(CUSTER COUNTY)

GROUNDING NOTES

1. ALL ANCHORS ARE TO BE GROUNDED AND TIED INTO THE FOUNDATION EXCAVATION TRENCH AT A DEPTH OF 3'.
2. GROUND RODS ARE TO BE DRIVEN 2' BELOW GRADE.
3. ONE ROD IN EACH CORNER OF CENTER PIN EXCAVATION WITH THE 4 GROUNDING RODS EXTENDING 6' ABOVE FOUNDATION BOTTOM.
4. GROUND RING TO BE #2 TINNED COPPER BURIED 18 $\frac{1}{2}$ AND MECHANICALLY FASTENED TO TOWER BASE AT TWO PLACES ON OPPOSITE TABS (BASE PLATES) USING $\frac{1}{8}$ " BOLTS AND NUTS WITH CRIMPERS.
5. ONE GROUND WIRE TO GO TO THE GENERATOR PAD AND EXTEND 2' PAST OPPOSITE SIDE OF PAD.
6. TWO ICE-BRIDGE GROUND WIRES SHALL RISE 4' APART BESIDE BUILDING PAD AND EXTEND 2' ABOVE GRADE.
7. TWO ICE-BRIDGE GROUND WIRES SHALL RISE 1'-6" FROM CENTER PIN AND SHALL EXTEND 2' ABOVE GRADE AND BE LOCATED 4' APART.
8. TWO BUILDING GROUND WIRES SHALL RISE BETWEEN THE ICE-BRIDGE GROUND WIRES BESIDE BUILDING AND SHALL EXTEND 8' ABOVE GRADE AND BE LOCATED SIDE BY SIDE.
9. THREE GROUND WIRES SHALL TIE THE TOWER TO THE TOWER RING WITH TIE AT 2'-6" ABOVE CENTER PIN.
10. GENERATOR GROUND IS #2 TINNED COPPER WIRE FROM GENERATOR GROUND LUG TO THE GROUND RING AND CAD WELDED USING #45 T WOLDS AND #45 SHOTS.
11. REFER TO GROUNDING TABLE ON SHEET 2 OF GROUND RING CONFIGURATION DRAWING FOR ALL CONNECTION DETAILS.

ANODE BAR.
BURIED WITH TANK.
CADWEL TO TANK. (TYP)

ONE INSIDE OF BUILDING
ONE OUTSIDE OF BUILDING

GROUND BAR

MONO-POLE
TOWER

NEW VARIO
GENERATOR
PAD

NEW VARIO
PRO TANK

NEW VARIO
PRO TANK

GROUND
RING

SHEET TITLE:
GROUND
RING

REVISION:

E-1

SCALE: N.T.S.

GROUND RING DETAIL:



1224 W. PLATTE AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
BROKEN BOW NORTHWEST
1435 NORTH 17TH AVENUE
BROKEN BOW, NE 68822
(CUSTER COUNTY)

SEAL:

REV. DATE ISSUED FOR:
DRAWN BY: CHECKED BY:

SHEET TITLE: GROUNDING TABLE
SHEET NUMBER: REVISION:

E-2

GROUNDING TABLE DETAIL:
SCALE: N.T.S.

TABLE 1
MONO-POLE TOWER
GROUNDING CONNECTIONS

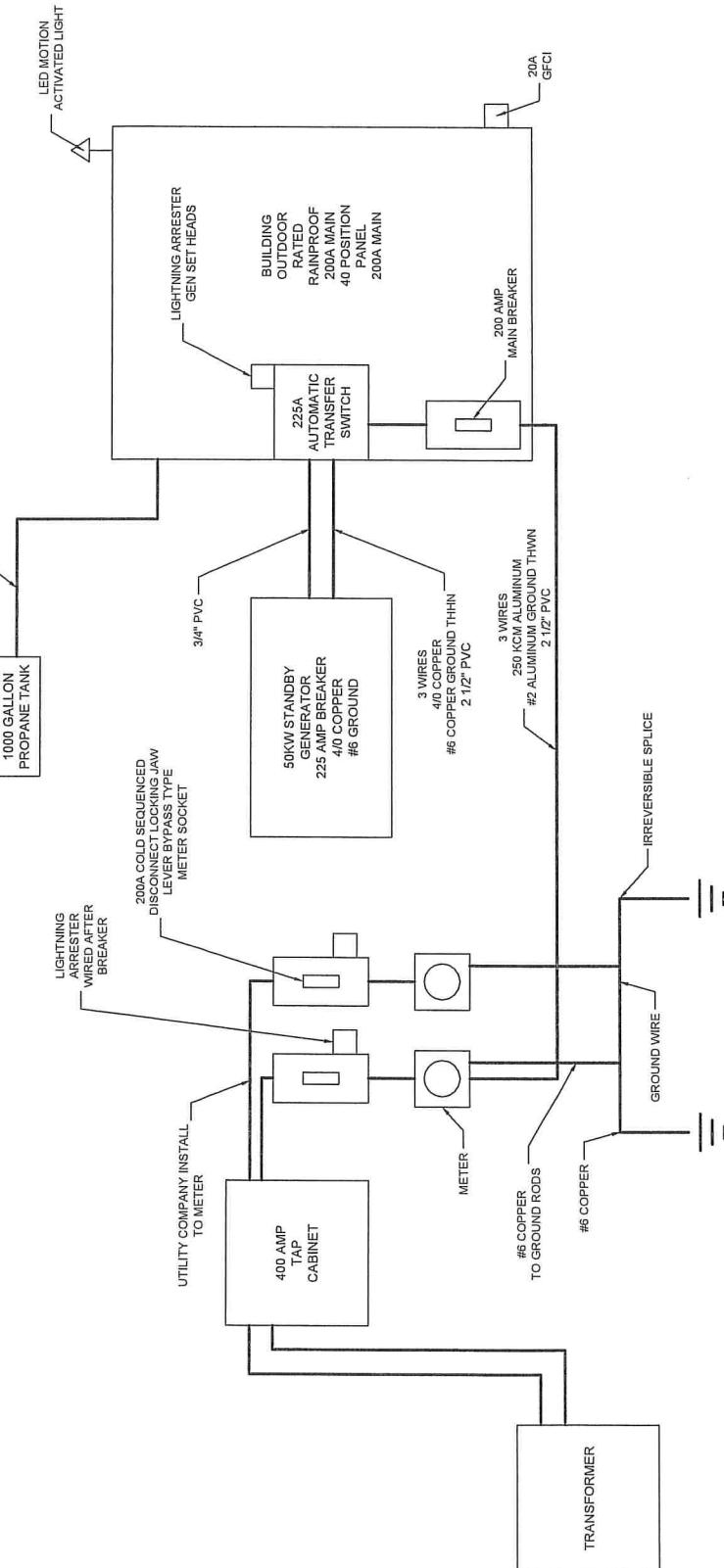
FROM	TO	CONNECTION TYPE
GROUND RING CADWELLED	BASE	CADWELD
GROUND RING CADWELLED	BASE	CADWELD
GROUND RING CADWELLED	BASE	CADWELD
GROUND RING CADWELLED	GENERATOR GROUND LUG	2 HOLE LUG
GROUND RING CADWELLED	AC BUILDING ENTRY	CADWELD
GROUND RING CADWELLED	OUTSIDE COAX GROUND BUS BAR	CADWELD
GROUND RING CADWELLED	INSIDE MASTER GROUND BAR	2 HOLE LUG
GROUND RING CADWELLED	ICE BRIDGE	CADWELD



1224 W. PLATTE AVENUE
FORT MORGAN, CO 80701

PROJECT INFORMATION:

SITE NAME:
BROKEN BOW NORTHWEST
143 NORTH 17TH AVENUE
BROKEN BOW, NE 68822
(CUSTER COUNTY)



REV	DATE	ISSUED FOR:
DRAWN BY:	CHECKED BY:	
SHEET TITLE:	ELECTRICAL WIRING DIAGRAM	
SHEET NUMBER:	E-3	
SCALE:	N.T.S	

ELECTRICAL WIRING DETAIL:
SCALE: N.T.S



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2020-ACE-6028-OE

Issued Date: 09/17/2020

Skylyn Bellender
Industrial Tower West, LLC
1224 West Platte Avenue
Fort Morgan, CO 80654

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Monopole Broken Bow NW
Location: Broken Bow, NE
Latitude: 41-25-03.29N NAD 83
Longitude: 99-39-01.99W
Heights: 2521 feet site elevation (SE)
100 feet above ground level (AGL)
2621 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

At least 10 days prior to start of construction (7460-2, Part 1)
 Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 03/17/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2527, or marla.wierman@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ACE-6028-OE.

Signature Control No: 449967346-451244693

(DNE)

Marla Wierman

Technician

Attachment(s)

Frequency Data

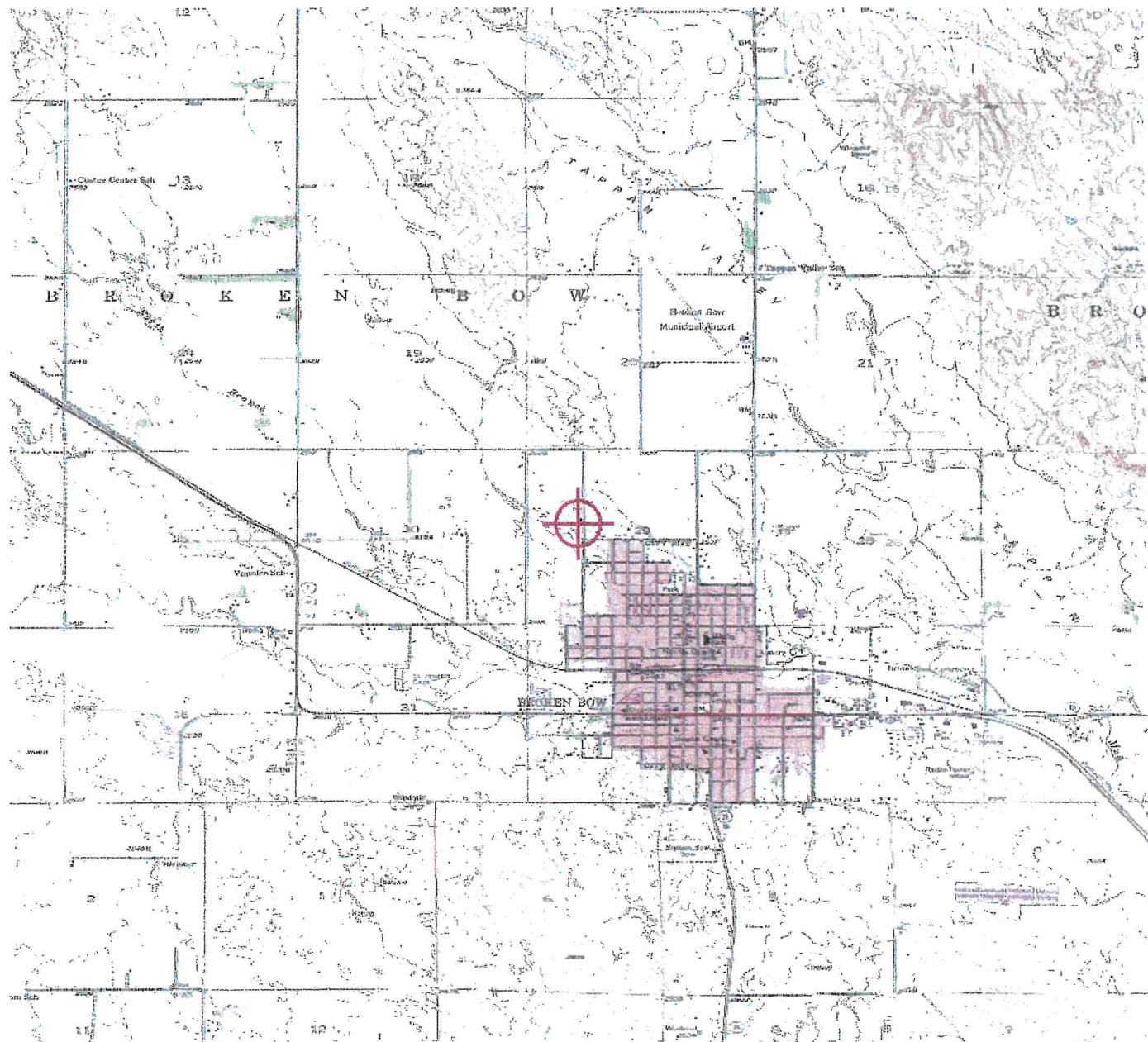
Map(s)

cc: FCC

Frequency Data for ASN 2020-ACE-6028-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	55	dBW
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
824	849	MHz	500	W
869	894	MHz	500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1990	MHz	1640	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2310	MHz	2000	W
2305	2360	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2020-ACE-6028-OE



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