

PROJECT MANUAL



DAVIS CREEK RESERVOIR

Recreation Road Improvement Project

Greeley County, Nebraska



Bid Date: April 18, 2024 @ 2:00 PM
Rick Krushenisky, PE, Project Engineer
(402) 416-4470



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NOTE: The 2017 Edition of the Nebraska Department of Transportation (NDOT) Standard Specifications and the Project Special Provisions apply to this Project. Standard Specifications are included by reference and not reproduced in writing in these Contract Documents. NDOT Standard Specifications are available online or in print from NDOT.

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ENUMERATION of DRAWINGS

PROJECT:	Recreation Road Improvement Project
LOCATION:	Davis Creek Reservoir
NEAR:	Greeley County, Nebraska

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SECTION 00010 ADVERTISEMENT

Sealed Bids will be received by the Lower Loup Natural Resources District, 2620 Airport Drive, Ord, Nebraska 68862 for the following project at the time listed:

BID DATE AND TIME: April 18, 2024 @ 2:00 P.M.
PROJECT: Recreation Road Improvement Project
SITE: Davis Creek Reservoir
LOCATION: Greeley County, Nebraska

Bids will be opened publicly, read aloud, and tabulated at the office of the Lower Loup Natural Resources District, 2620 Airport Drive, Ord, Nebraska 68862 at the time specified. If auxiliary aids or reasonable accommodations are needed for attendance at the bid opening, please call Kevin Gustafson 402-728-3221. Advance notice of seven days is needed when requesting an interpreter.

Plans, Specifications and Bid Documents may be obtained from the Lower Loup NRD website at www.llnrd.org, or The Flatwater Group, Inc. website at www.flatwatergroup.com. There is no charge for obtaining the Plans and Specifications from these websites. Interested parties may also contact Rick Krushenisky at The Flatwater Group, Inc., at 402-416-4470.

A formal pre-bid conference will not be held. Bidders are highly encouraged to visit the site prior to submitting a bid. The site is located at Davis Creek Reservoir, 5.5 miles south of North Loup, Nebraska on Ashton Road then east into Davis Creek Recreation Area. All questions regarding the bidding and contract documents should be directed to the office of the Engineer, The Flatwater Group, Inc., Rick Krushenisky (402-416-4470); rkrush@flatwatergroup.com, or Midwest Engineering, Inc., Josh Keithley (402-245-7792), jkeithley@midweste.com. Bidders may contact Lower Loup NRD (Kevin Gustafson at 308-728-3222) if they wish to arrange a site visit with the Owner during the week of April 8-12 only. Bidders may also visit the site on their own during normal park hours.

In accordance with Neb. Rev. Stat. § 72-803 (4), bidder's proposal shall be submitted on a form supplied with the Bidding Documents and must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of 5% of the total Bid, made payable to the Lower Loup Natural Resources District as Bid security. Bid security shall be considered as liquidated damages and forfeited to the Lower Loup Natural Resources District if the Bidder's proposal is accepted and the Bidder fails to execute the contract and provide the required bond(s) and insurance specified. No Bid Bond will be required if the total project cost is less than \$50,000.

In accordance with Neb. Rev. Stat. § 52-118, a contractor is required to furnish a Labor and Material Payment Bond in the full amount of the contract sum if at the time of the contract award the total project cost exceeds \$15,000.

In accordance with Neb. Rev. Stat. § 72-803 (3), the successful Bidder is required to furnish a Performance Bond in the full amount of the contract sum at the time of contract award if the total project cost exceeds \$50,000.

Bid proposals shall be marked "Sealed Bid for Recreation Road Improvement at Davis Creek Reservoir."

No Bidder may withdraw his Bid Proposal for a period of thirty (30) days after the date set for opening of Bids.

The Lower Loup Natural Resources District reserves the right to accept or reject any or all Bids and to waive any or all informalities or irregularities.

By: Russ Callen – General Manager

INSTRUCTIONS to BIDDERS

I. DEFINITIONS.....

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

II. BIDDER'S REPRESENTATION.....

A. EACH BIDDER BY MAKING THEIR BID PRESENTS THAT:

- 1. They have read and understand the Bidding Documents and their Bid is made in accordance therewith.
- 2. They have visited the site and have familiarized themselves with the local conditions under which the Work is to be performed.
- 3. Their Bid is based upon the materials, systems and equipment described in the Bidding Documents.

B. EXAMINATION OF THE SITE

- 1. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplemental Conditions.
- 2. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing of the Work in accordance with the time, price and other conditions of the Contract Documents.
- 3. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

III. BIDDING DOCUMENTS

A. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

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

B. SUBSTITUTIONS:

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

C. ADDENDA:

1. Addenda will be available at the same locations and in the same manner as Bidding Documents. Bidders shall be responsible for checking for addenda.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Each Bidder shall ascertain prior to submitting their bid that They have received all Addenda issued, and they shall acknowledge their receipt in their bid.

IV. BIDDING PROCEDURES

A. FORM AND STYLE OF BIDS:

1. Bids shall be submitted on the forms provided in the Bidding Documents.
2. All blanks on the form shall be filled in by typewriter or manually in ink.

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

B. BID SECURITY:

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

C. SUBMISSION OF BIDS:

1. All Bids, the bid security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
2. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement to Bidders, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.
3. Bidder shall assume full responsibility for timely delivery to the location designated for receipt of Bids.
4. ***Oral, telephone, e-mail, or fax Bids are invalid and will not receive consideration.***

D. MODIFICATION OR WITHDRAWAL OF BID:

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

V. CONSIDERATION OF BIDS

A. OPENING OF BIDS:

1. Properly identified Bids received on time will be opened publicly (unless otherwise indicated in the Bid documents), read aloud, and an abstract of the amounts of the Base Bids and major Alternates, if any, will be made available to the Bidders.

B. REJECTION OF BIDS:

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

C. BUDGET LIMITATIONS:

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

D. ACCEPTANCE OF BID (AWARD):

1. The Owner shall have the right to waive any informality or irregularity in any Bid received.
2. It is the intent of the Owner to award all Work under this Project. However, the Owner reserves the right to award all, or part of the Project based on Bids received and availability of Project funding. Partial awards may include any of the Phases (1,2, and/or 3) in whole or in part, in order to meet budget limitations. There is no guarantee as to the amount of Work that will be awarded under this Project. In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the

between Owner and Contractor; an example copy of which is bound in the Bidding Documents. Owner reserves the right to use an alternate acceptable Form or Contract or Form of Agreement.

FORM OF PROPOSAL

PROJECT: Recreation Road Improvement Project
 LOCATION: Davis Creek Reservoir
 CITY/COUNTY: Greeley County, NE

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

BASE BID					
PHASE 1: ENTRANCE TO EAST CAMPLING LOOP EXIT					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1-1	Mobilization	Lump Sum	1.00	\$	\$
1-2	General Clearing and Grubbing	Lump Sum	1.00	\$	\$
1-3	Remove Culvert Pipe	Lin. Ft.	83.00	\$	\$
1-4	Earthwork Measured in Embankment	Cu. Yds.	1,088.00	\$	\$
1-5	12" Corrugated Metal Pipe	Lin. Ft.	64.00	\$	\$
1-6	12" Flared End Section	Each	4.00	\$	\$
1-7	8" Concrete Pavement, Class 47B-3500	Sq. Yds.	5,918.00	\$	\$
1-8	Subgrade Preparation	Sq. Yds.	5,918.00	\$	\$
1-9	8" Conc. Pavement, Class 47B-3500 for Int., Drives & Parking	Sq. Yds.	1,551.00	\$	\$
1-10	Preparation of Intersections, Drives and Parking	Sq. Yds.	1,551.00	\$	\$
1-11	Earth Shoulder Construction	Sta.	44.38	\$	\$
1-12	Seeding, Type A	Acres	1.10	\$	\$
1-13	Cover Crop Seeding	Acres	1.10	\$	\$
1-14	Temporary Silt Fence	Lin. Ft.	800.00	\$	\$
1-15	Fabric Silt Fence, High Porosity	Lin. Ft.	120.00	\$	\$
1-16	Fabric Silt Fence, Low Porosity	Lin. Ft.	1,519.00	\$	\$

1-17	Removable Speed Bump	Each	1.00	\$	\$
1-18	Pre-cast Concrete Curb Stop	Each	10.00		\$
TOTAL OF BASE BID – PHASE 1 ITEMS 1-1 through 1-18					\$
<i>Write out total amount</i>					
\$ _____ <i>Dollars</i>					

ALTERNATE 1					
PHASE 2: EAST CAMPING LOOP EXIT TO EAST CAMPING LOOP ENTRANCE					
SITE	ACTIVITY	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
2-1	Mobilization	Lump Sum	1.00	\$	\$
2-2	General Clearing and Grubbing	Lump Sum	1.00	\$	\$
2-3	Excavation, Established Quantity	Cu. Yds.	801.00	\$	\$
2-4	12" Corrugated Metal Pipe	Lin. Ft.	60.00	\$	\$
2-5	12" Flared End Section	Each	2.00	\$	\$
2-6	8" Concrete Pavement, Class 47B-3500	Sq. Yds.	2,667.00	\$	\$
2-7	Subgrade Preparation	Sq. Yds.	2,667.00	\$	\$
2-8	8" Conc. Pavement, Class 47B-3500 for Int., Drives & Parking	Sq. Yds.	578.00	\$	\$
2-9	Preparation of Intersections, Drives and Parking	Sq. Yds.	578.00	\$	\$
2-10	Earth Shoulder Construction	Sta.	20.00	\$	\$
2-11	Seeding, Type A	Acres	0.50	\$	\$
2-12	Cover Crop Seeding	Acres	0.50	\$	\$
2-13	Temporary Silt Fence	Lin. Ft.	600.00	\$	\$
2-14	Fabric Silt Fence, High Porosity	Lin. Ft.	60.00	\$	\$
2-15	Fabric Silt Fence, Low Porosity	Lin. Ft.	50.00	\$	\$

2-16	Removable Speed Bump	Each	1.00	\$	\$
2-17	Pre-cast Concrete Curb Stops	Each	16.00	\$	\$
TOTAL OF ALTERNATE 1 – PHASE 2 ITEMS 2-1 through 2-17					\$
Write out total amount \$ _____ Dollars					

ALTERNATE 2					
PHASE 3: EAST CAMPING LOOP ENTRANCE AROUND BOAT RAMP LOOP					
SITE	ACTIVITY	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
3-1	Mobilization	Lump Sum	1.00	\$	\$
3-2	General Clearing and Grubbing	Lump Sum	1.00	\$	\$
3-3	Excavation, Established Quantity	Cu. Yds.	1,001.00	\$	\$
3-4	12" Corrugated Metal Pipe	Lin. Ft.	24.00	\$	\$
3-5	12" Flared End Section	Each	2.00	\$	\$
3-6	8" Concrete Pavement, Class 47B-3500	Sq. Yds.	4,066.00	\$	\$
3-7	Subgrade Preparation	Sq. Yds.	4,066.00	\$	\$
3-8	8" Conc. Pavement, Class 47B-3500 for Int., Drives & Parking	Sq. Yds.	1,884.00	\$	\$
3-9	Preparation of Intersections, Drives and Parking	Sq. Yds.	1,884.00	\$	\$
3-10	Earth Shoulder Construction	Sta.	38.36	\$	\$
3-11	Seeding, Type A	Acres	0.90	\$	\$
3-12	Cover Crop Seeding	Acres	0.90	\$	\$
3-13	Temporary Silt Fence	Lin. Ft.	600.00	\$	\$
3-14	Permanent Pavement Marking, Paint	Lin. Ft.	630.00	\$	\$
3-15	Fabric Silt Fence, High Porosity	Lin. Ft.	60.00	\$	\$

3-16	Fabric Silt Fence, Low Porosity	Lin. Ft.	1,000.00	\$	\$
3-17	Pre-cast Concrete Curb Stops	Each	14.00	\$	\$
TOTAL OF ALTERNATE 2 – PHASE 3 ITEMS 3-1 through 3-17					\$
Write out total amount \$ _____ Dollars					

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

The undersigned agrees that the above unit prices will be the basis to make any necessary dollar amount adjustments to the Base Bid quantities both more or less, if the final work quantities differ from the work shown on the Drawings.

The Owner reserves the right to award none, one, two, or three phases of the Project based on the bids received.

COMPLETION DATE:

The Contractor, under this agreement, shall commence this work (submittal of post bid items) within 10 calendar days of the date of the notice to proceed. **The Contractor shall commence field work starting on or after September 30, 2024, and shall have the work substantially complete by December 15, 2024. The Contractor shall have the work completed and site cleared and ready for the further use of the Owner (Final Completion) by December 31, 2024. This construction time period applies to Base Bid – Phase 1 of the Project. If additional work is awarded, modification of the completion date will be negotiated at the time of award.**

ADDENDUM RECEIPTS:

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

In submitting this proposal, the undersigned agrees:

- (1) That the Lower Loup NRD reserves the right to accept or to reject any and all bids and to waive any or all informalities or irregularities.
- (2) This bid will be held open for acceptance for a period of **thirty (30) days**.
- (3) To enter into and execute the contract within ten (10) days, if awarded on the basis of this proposal.
- (4) To furnish a properly executed Performance Bond and Labor and Material Payment Bond in the full amount of the contract.
- (5) That the individual or company submitting this bid has a *Drug Free Workplace Policy* in place and a copy of that policy can be produced on request.

The undersigned states that he complies with, and will continue to comply with, Fair Labor Standards in the

pursuit of his business and in the execution of the contract on which he is bidding, as required by State of Nebraska Statutes, Chapter 73, Section 73-104.

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

ADDRESS

COMPANY NAME

CITY

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

TELEPHONE

SIGNATURE

FEDERAL IDENTIFICATION NUMBER

TYPE or PRINT NAME

TITLE

FORM OF CONTRACT (EXAMPLE)

THIS AGREEMENT entered into this _____ day of _____ in the year of TWO THOUSAND TWENTY-THREE by and between _____, hereinafter referred to as the "CONTRACTOR", and the LOWER LOUP NATURAL RESOURCES DISTRICT, at Ord, Nebraska, hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the Contract agree that the Contractor shall carry out the following generally described work in consideration of the sum of: _____ (\$ _____), to be paid him by the Owner on completion of all items of work required in accordance with the work as described hereunder or on a prorated monthly basis if applicable.

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

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

General Requirements
Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 Edition (Applicable Sections)
Project Special Provisions
Project Drawings
Nebraska Department of Transportation Standard Plans (as Referenced)

The Contractor, under this agreement, shall commence this work (submittal of post bid items) within 10 calendar days of the date of the notice to proceed. **The Contractor shall commence field work starting on or after September 30, 2024, and shall have the work substantially complete by December 15, 2024. The Contractor shall have the work completed and site cleared and ready for the further use of the Owner (final completion) by December 31, 2024.**

The Contractor shall comply with all of the State and Federal laws governing and shall hold the Owner blameless for any and all liabilities arising out of his operations under the contract.

As a result of this Contract, the Contractor, or his Staff, Company, Firm, or any person conducting work on behalf of the Contractor, shall not be in any way considered a District Employee.

The Contractor Certifies by executing this agreement that he has a *Drug Free Workplace Policy* in place and a copy of that policy can be produced on request, and he complies and will continue to comply with Nebraska Statute, Chapter 73, Section 73-104, Fair Labor Standards in the pursuit of his business and in the execution of this contract. All litigation or questions regarding legal issues shall be controlled by the laws of the State of Nebraska.

Approved:

**Lower Loup
Natural Resources District**

By: _____

Russ Callen
General Manager

Date: _____

Contractor:

FIRM NAME

ADDRESS

CITY/STATE/ZIP

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

*SIGNATURE

(PLEASE PRINT NAME)

TITLE

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

PERFORMANCE and LABOR and MATERIAL PAYMENT BOND

REFERENCE:

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

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

SECTION 00700 GENERAL CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. DEFINITION OF NOTICE

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

3. AUTHORITY OF THE CONSULTANT OR AGENT

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

offered in lieu of that mentioned in the specifications and shall check and approve all shop drawings and details. They shall make periodic inspections of the project work and shall decide the quantity of the work and material incorporated therein. They shall decide all questions which may arise as to the fulfillment of the Contract by the Contractor.

4. CONTRACTOR'S SUPERINTENDENT

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

5. PLANS AND SPECIFICATIONS - CORRELATION

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

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

6. MATERIALS - TESTS AND STANDARDS

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

7. OBSOLETE EQUIPMENT

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

8. PATENTS

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

9. OTHER CONTRACTS

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

10. ASSIGNMENT OF CONTRACT

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

11. SUBCONTRACTING

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

The Contractor must notify the District of each subcontract they intend to award, giving:

Name of subcontractor
Branch of work concerned
Total price of subcontract

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

12. CONTRACTOR'S INSURANCE

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

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

(a) WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability

Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the Owner. The amounts of such insurance shall not be less than the limits stated hereinafter.

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

The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect them and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

(c) INSURANCE-BUILDER'S RISK

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

(d) INSURANCE COVERAGE AMOUNTS REQUIRED

Contractor agrees to purchase and maintain during the life of this Contract the following type of Insurance.

1. Workers' Compensation and Employer's Liability
 - a. State Statutory
 - b. Applicable Federal (e.g., Longshoreman's) Statutory
 - c. Employer's Liability
 - i. Each Accident \$500,000
 - ii. Disease – Policy Limit \$500,000
 - iii. Disease – Each Employee \$500,000

2.	General Liability	
a.	General Aggregate	\$2,000,000.00
b.	Products – Completed Operations Aggregate	\$1,000,000.00
c.	Personal and Advertising Injury	\$1,000,000.00
d.	Each Occurrence (Bodily Injury & Property Damage)	\$1,000,000
e.	Fire Damage (Any One Fire)	\$50,000.00
f.	Medical Expense (Any One Person)	\$5,000.00

3.	Automobile Liability	
a.	Combined Single Limit Each Accident	\$1,000,000
	OR	
b.	Bodily Injury: Each Person Each Accident	\$500,000 \$1,000,000
	Bodily Injury and Property Damage including Owned, Non-owned, and Hired autos, Combined single limit	\$1,000,000.00

4.	Umbrella/Excess Liability insurance on an excess and following form basis above the employer's liability, commercial general liability and comprehensive automobile liability coverages as outlined above.	
a.	Excess or Umbrella Liability	
i.	General Aggregate	\$2,000,000
ii.	Each Occurrence	\$2,000,000

The Contractor shall furnish a certificate of insurance with liability limits shown, and Lower Loup Natural Resources District, The Flatwater Group, Inc. (Engineer), Midwest Engineering, Inc. (Engineer) to be named as additional insureds and a Waiver of Subrogation in favor of Lower Loup Natural Resources District.

The Contractor agrees to indemnify, defend, and hold harmless Lower Loup Natural Resources District for bodily injury, personal injury and property damage caused out of or in connection with their work to the extent the loss or damage is caused by them or their Subcontractor. Further, Contractor agrees to waive its rights of subrogation from its insurance carrier in relation to any loss or damage.

The Contractor shall assume all perils of fire, extended coverage, vandalism, mischief, and theft and shall purchase and maintain property insurance upon the entire Work site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and

extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contract shall maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

13. EVIDENCE OF COVERAGE

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

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

"The insurance contract referred to herein provides complete coverage within the limits stated for the type of insurance mentioned covering all the insured's operations in connection with the insured's contract on the Davis Creek Reservoir Recreation Road Improvement Project."

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

14. PROTECTION OF PERSONS AND PROPERTY

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

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

15. PROSECUTION OF THE WORK AND COMPLETION DATE

The work embraced in this contract shall be started on the earliest possible date after the signing of contract by both parties, and shall be executed regularly and uninterruptedly thereafter, with such forces and by such means as will ensure final completion of the entire contract on or before the completion date set in the documents. The time of beginning, rate of progress and time of completion are essential conditions of the contract.

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

Should the Contractor be delayed in the prosecution and completion of the work by any cause beyond their control, they may have no claim or right of action for damages from the Owner for any such cause or delay unless the cause or delay is the result of active interference by the

Owner. The Contractor may in such case be granted an extension of time specified for completion of the work as the Owner may award in writing on account of such delay, provided, however, that claim for extension of time is made by the Contractor to the Owner, through the Architect/Engineer/Consultant, in writing, within two weeks from the time when such alleged cause for delay shall occur. The Owner reserves the right to withhold granting of any time extensions until the stipulated contract period is about to expire.

The Owner, at their own discretion, may waive the above requirements and grant extensions of time for any reason they deem valid.

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

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

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

16. USE OF JOB SITE

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

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

17. LABOR

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

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

Contractor and subcontractor employed upon the work shall and will be required to conform to the Labor Laws of the State of Nebraska, and the various acts amendatory and supplementary thereto, and to all other laws, ordinances, codes, and legal requirements applicable thereto.

18. INSPECTION

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

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

19. DEFECTIVE WORK OR MATERIAL

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

20. TERMINATION FOR BREACH

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

21. CONSTRUCTION REPORTS - PAYMENT ESTIMATES

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

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

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

22. PAYMENT

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

23. EXTRA, ADDITIONAL, OR OMITTED WORK - PAYMENT FOR

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

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

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

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

24. CONTRACTOR'S PAYMENT FOR LABOR AND MATERIALS

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

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

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

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work on the project under this contract
- (b) For defective work not remedied, and for damage to existing conditions or new work not remedied; and
- (c) For failure of the Contractor to make proper payments to their subcontractor.

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

26. CLEAN UP

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

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

27. FINAL INSPECTION

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

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

28. FINAL PAYMENT

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

29. GUARANTEE OF WORK

- a) Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for **one year from the date of final completion** of the Contract.
- b) If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which, in the opinion of the Owner are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner:
 - 1) Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein, and
 - 2) Make good all damages to the building or project work, or equipment or contents thereof, which, in the opinion of the Owner is the result of the use of materials, equipment, or not in accordance with the terms of the contract; and
 - 3) Make good any work or materials, or the equipment and contents of said building or project work disturbed in fulfilling any such guarantee.
- c) In any case where fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, they shall restore such disturbed work to a condition satisfactory to the

Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.

- d) If the Contractor, 30 days after notice, fails to comply with the terms of the guarantee, the Owner may have defects corrected and the Contractor and their Surety shall be liable for all expense incurred.
- e) All special guarantees applicable to definite parts of the work that may be required by the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such guarantee.

30. UNEMPLOYMENT COMPENSATION FUND

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

31. PRECONSTRUCTION CONFERENCE

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

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

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

END OF GENERAL CONDITIONS

**SECTION 00800
SUPPLEMENTAL CONDITIONS**

1. SALVAGE

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

2. NEBRASKA SALES TAX

- A. The Owner is a State of Nebraska Sales Tax exempt entity for qualifying material purchases. Exempt Sales Certificates can be obtained from the Owner after award of the Contract.

3. SITE SAFETY

- A. Contractor shall be responsible for providing and maintaining all necessary construction site safety provisions to isolate the construction for protection of the public during all phases of construction. Contractor shall install construction fence at all sidewalks entering the project site. The Contractor's site security and safety provisions shall also include appropriate and adequate Contractor-determined measures including providing security fencing, traffic control, signage, warning systems, and/or other measures required for site safety and security.
- B. With the exception of those items and quantities specifically listed separately on the Bid Tab, the cost of implementing site safety provisions shall not be paid separately but shall be considered subsidiary to the work.

4. ENVIROMENTAL IMPACT

- A. The Contractor shall be responsible for all work in or about the construction, storage and access areas, or damage to existing plantings, except that necessary to the completion of the work. Grasses and natural landscaping features not direct obstacles to the construction or completion of the project shall be protected.
- B. The Contractor shall understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with the activity from the construction site. Additionally, the Contractor, as evidenced by their signature on this proposal, agrees and understands that, if awarded the contract on this project, they:
1. become a co-permittee, along with the Owner, to the Nebraska Department of Environment and Energy (NDEE) NPDES General Permit for Stormwater Discharge from construction sites on this project; and
 2. are legally bound to comply with the Clean Water Act to ensure compliance with the terms and conditions of the stormwater pollution prevention plan as developed under the NPDES permit and the terms of the NPDES permit; and
 3. will hold Owner harmless for damages and fines arising as a result of noncompliance with the terms of the stormwater permits and authorizations associated with the work on this project; and
 4. shall be responsible for the installation and maintenance of all sediment control measures until permanent stabilization and cover crop has a minimum density of 70%; and

-
5. shall complete permanent or temporary stabilization within seven (7) calendar days of soil disturbance to the surface of all perimeter controls, topsoil stockpiles, and any other disturbed or graded areas on the project site which are not being used for material storage, or on which actual earth moving activities are not being performed; and
 6. shall complete the approved inspection forms and inspect/maintain all sediment or erosion control practices required under this contract at least once every fourteen (14) calendar days and after any storm event of greater than 0.5 inches of precipitation, on the site, during any 24-hour period and post the same to the required online SWPPP portal; any necessary repairs or cleanup to maintain the effectiveness of the best management practices shall be made by contractor immediately; and
 7. shall update the approved SWPPP plan immediately following any changes or additions to the plan, which are necessary for compliance, and submit copies of all inspection forms and modifications to the SWPPP plan electronically to the NDEE CSW Stormwater Permitting Portal within 48 hours of inspection. All sediment and erosion control inspection forms and modifications to the SWPPP must be submitted through the Nebraska Department of Environment and Energy (NDEE) electronic system at:

<https://ecmp.nebraska.gov/DEQ-CSW/Account/Login>

- C. Clean Air Act: Contractor compliance with the "Clean Air Act of 1970" (42 U.S.C. 1857 ET. SCQ.) is required.
- D. Federal Water Pollution Control Act: Contractor compliance with the Federal Water Pollution Control Act (33 U.S.C. 1251 ET. SCQ. as amended) - Executive Order 11288 is required.
- E. Historical/Archeological Finds: If during the course of construction evidence of deposits of historical or archeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to Proceed after the State official has surveyed the find and made a determination of value and effect and reported such determination to the Owner.

**SECTION 01005
ADMINISTRATIVE PROVISIONS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Title of Work, and type of Contract.
- B. Contractor Use of Premises.
- C. Restricted Areas.
- D. Owner Occupancy.
- E. Coordination.
- F. Reference Standards.
- G. Project Meetings.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

The name of the project is "Davis Creek Reservoir – Recreation Road Improvement Project." Work covered under this contract generally includes constructing a concrete paved recreation road including subgrade preparation, shoulder work, installation of site drainage structures, and associated ancillary work at Davis Creek Reservoir in Greeley County, Nebraska.

1.03 CONTRACT METHOD

- A. Work shall be completed under a unit price contract as stated on completed Form of Proposal and agreed to in the Agreement.
- B. The Agreement is between the Contractor and the Lower Loup Natural Resources District (LLNRD, [Owner]).

1.04 CONTRACTOR USE OF PREMISES

- A. Contractor shall limit use of the premises to the identified work areas, staging areas, and access locations to allow for public access in areas where construction is not taking place. Contractor shall be responsible for installing security fencing, signs, and other measures deemed necessary to protect the public and prevent access to construction sites.
- B. Disturbance of wetland areas and other sensitive areas shall be minimized to the extent possible.

1.05 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of construction. Coordinate with Owner to minimize conflicts.
- B. Coordinate with Owner to identify specific areas of the site that require closure for safety and/or ease of operations. Closed areas shall be reopened as soon as possible.

1.06 COORDINATION

Work shall be coordinated with the Owner and Engineer to assure efficient and orderly sequence of completing construction elements.

1.07 REFERENCE STANDARDS

- A. For Products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

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- B. The date of the standard is that in effect as of the Bid date, except when a specific date is specified.

1.08 PROJECT MEETINGS

- A. Prior to the start of construction, the Engineer and Owner will arrange a "pre-construction" meeting to be attended by the Contractor, project supervisors, and key subcontractors.
- B. Periodic meetings may be arranged during construction as needed and will be attended by the Contractor, the Engineer, the project manager, and Owner. Meetings will generally be held onsite but may be held at the offices of the Engineer or Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

--END OF SECTION 01005--

**SECTION 01010
SUMMARY OF THE WORK**

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall furnish all plant, labor, permits, fees, equipment, supplies, materials, services and incidentals required to complete the work, unless otherwise specified.
- B. Mention herein or indication on the Drawings of articles, operations, or methods requires that the Contractor provide each item mentioned, indicated, or necessary as an adjunct to the item, subject to qualifications noted, and perform according to conditions required.
- C. **Scope of Work:** *The Work generally includes concrete roadway paving including excavation and subgrade preparation, shoulder work, drainage work, and other miscellaneous items necessary to complete the Work as drawn and specified. The work is broken down into three phases starting at the west end of the entrance road: Phase 1, Phase 2, and Phase 3. The work may include one of more phases, any combination of phases, and/or partial phases based on the available funds as determined by the Owner.*

1.02 CONSTRUCTION LIMITS AND STORAGE

- A. Refer to the Drawings for the location of the project, which is at Davis Creek Reservoir in Greeley County, Nebraska.
- B. Contractor shall limit construction activities to the property lines indicated on the Drawings, to the general vicinity of the Work, and to approved storage areas and haul roads on the site unless otherwise approved by the Engineer or Owner. Damage, disturbance, and displacement of adjacent fences and other property shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- C. Storage and stockpile areas used to store rock (riprap, gravel, crushed rock etc., shall be stripped to a depth of 12 prior to placing rock. Stripped soil shall be stockpiled and replaced after construction to cover small rocks remaining on the surface.
- D. Access to the site for LLNRD employees shall be maintained during construction.
- E. Access to all public and private roads and premises, fire hydrants, and other public and private areas shall be maintained.
- F. Contractor shall be responsible for protecting structures, equipment, culverts, roads (paved or otherwise), and other properties not being removed or replaced or otherwise directly impacted as part of the Work under this contract. Contractor shall be responsible for repairing or replacing such items that are damaged during construction at no additional cost to the Owner.
- G. Contractor shall provide barricades, safety or warning devices, signs and warning lights required for the protection of employees, the public and property.
- H. The area drives and parking lots may be used for material and equipment deliveries and access, provided the Contractor suitably protects the areas from damage, does not interfere with use of site areas outside the construction area and maintains the access routes reasonably clean.
 - 1. Contractor shall assume full responsibility for the protection and safekeeping of products under this contract that are stored onsite during construction activities.
 - 2. Contractor shall move, without additional compensation, any material or equipment that interferes with operations of the Owner or any separate contractor or utility company.
 - 3. After construction, the Contractor shall restore public and private roads to their condition prior to construction, at no additional cost to the Owner.

1.03 CONSTRUCTION DEBRIS AND TRASH

- A. All construction debris shall be removed from the site and be properly disposed of by the Contractor, unless otherwise specified or directed by the Engineer.
- B. Trash, debris, rubble, tires, and other items encountered within the construction limits shall be collected and disposed of by the Contractor as part of the Work.

1.04 MEASUREMENTS AND PROJECT LAYOUT

- A. Contractor is responsible for verifying all access routes, field conditions, elevations and dimensions affecting the construction of the work and is responsible for correctness of same.
- B. No extra compensation will be allowed for differences between actual elevations, dimensions or measurements indicated on drawings except for adjustments, if any, in the number of units. Differences discovered shall be reported to the Engineer for consideration before proceeding with the work.
- C. Contract Drawings:
 - 1. The Drawings indicate the general area of construction access routes and elevations; Contractor shall field verify and coordinate prior to construction.
 - 2. Adjustments in dimensions, elevations, routing, and connections shall be made for field coordination with other trades.
 - 3. All field adjustments shall be subject to the Engineer's approval.
- D. Contractor shall be responsible for laying out the Work in accordance with the Contract Documents. Contractor shall establish temporary benchmarks and markers necessary to set lines and levels of construction as needed to locate each element of the project. Contractor shall advise others engaged in construction activities of marked lines and levels provided for their use.

1.05 CONSTRUCTION GUARANTEE

- A. Contractor shall guarantee all equipment, materials and workmanship incorporated in the project for a period of **one year following date of final acceptance** by the Owner unless a longer warranty is provided on certain components of the work, the longer warranties shall apply.
- B. Contractor shall immediately correct all deficiencies reported to him without cost to the Owner within this guarantee period.

1.06 CODES AND REGULATIONS

- A. Applicable work shall conform to the latest edition of the codes or regulations of the following:
 - 1. American with Disabilities Act Accessibility Guidelines (ADAAG).
 - 2. Uniform Federal Accessibility Standards (UFAS).
 - 3. Applicable local building codes.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONDUCTING WORK

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

3.02 CONSTRUCTION SCHEDULE

Contractor shall submit proposed project schedule that conforms to the contract requirements for completion of the work. Contractor shall update the project schedule when schedule adjustments become know. At a minimum, monthly updates shall be provided. Contractor shall provide Engineer with periodic schedule reports.

3.03 MOBILIZATION

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

3.04 CLEANUP AND WASTE DISPOSAL

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

3.05 SITE RESTORATION

- A. Prior to final acceptance of the project, the site shall be restored to its original condition prior to construction, unless otherwise indicated in the specifications and Drawings. Site restoration shall include, but not be limited to, the following items:
 - 1. All surfaced areas removed or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas.
 - 2. All gravel and dirt roads, including entrances to public and private property, removed or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas.
 - 3. All turfed or grassed areas disturbed during construction shall be re-seeded unless otherwise specified or directed by the Engineer.
 - 4. All areas used to stockpile rock shall be free of rock (large and small) on the surface at completion of work. Rock shall be removed or covered prior to seeding.

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5. Temporary berms, roads, and other temporary facilities shall be removed prior to final acceptance of the work, unless otherwise specified or directed by the Engineer.
 6. Erosion control measures installed as part of the SWPPP shall be left in place until the site is stabilized.

3.06 DEMOBILIZATION

On completion of the work, Contractor shall promptly remove from the site all rubbish, unused materials, construction equipment, and temporary facilities and structures used during construction. Demobilization shall be complete prior to approval of final payment.

3.07 NOTIFICATION OF PROPERTY OWNERS

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

3.08 PROTECTION OF PROPERTY

- A. Protect existing infrastructure, utilities, signs, and appurtenances not designated for removal or replacement. Provide barricades, coverings, construction fence, tape, or other measures to prevent inadvertent damage.
- B. For any work performed in close proximity to the properties of businesses, utilities, or other parties, the Contractor shall utilize every precaution to protect the property, utility lines, and other structures from damage.
- C. Any damage Contractor may inflict on items not being removed or replaced as part of the construction shall be repaired or replaced in a prompt manner as directed by the Engineer to original condition at no expense to the Owner.
- D. Protect and maintain existing benchmarks, monuments, or other established reference points and property corners. If disturbed or destroyed, Contractor shall replace them to the full satisfaction of the Owner and Contractor's expense.

3.09 PERMITS

- A. County Flood Plain permit application has been prepared by the Owner/Engineer as needed. A copy will be provided to Contractor upon Contract award (if applicable).
- B. Storm Water Pollution Prevention Plan (SWPPP) has been prepared and is attached to the Drawing set. Contractor shall be responsible for implementing and monitoring the plan including submitting required notices (notice of intent and notice of completion) and providing onsite notifications of SWPPP. Contractor shall provide a mailbox and free-standing board or other device to display SWPPP and house copies of inspection reports. Displayed SWPPP shall be protected from weather.
- C. Contractor shall be responsible for obtaining any required building, electrical, or other required construction related permits not listed above.

3.10 TESTING

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

3.11 UTILITIES

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

--END OF SECTION 01010--

**SECTION 01050
FIELD ENGINEERING**

PART 1 GENERAL

1.01 SCOPE

- A. This section specifies the requirements for field engineering including establishing horizontal and vertical control, baselines, and volumes for payment. This section is to be used with the requirements contained within other related sections.
- B. Contractor shall perform construction surveys, control surveys and surveys for measurement for payment of completed work, subject to approval by the Engineer.
- C. Contractor shall record and provide all data, in electronic format, of all construction and quantity surveys, to the Engineer for incorporation into final as-built plans.
- D. Contractor shall provide all labor, materials, equipment, and incidentals required to complete the work specified in this section.

1.02 REFERENCE POINTS

Benchmark reference points with coordinates and vertical control are indicated on the Drawings. Contractor shall establish additional control, including baselines, as is required for performance of the work. These shall be tied into the site reference points.

1.03 QUALITY CONTROL

- A. All survey, layout, and related work shall be performed and signed by a qualified individual and all surveys, layouts, and related work shall be recorded in a bound field book or electronic field book.
- B. Surveys from which measurements for payment are based and surveys verifying that completed work is in conformance with Contract Documents shall be completely and totally performed and signed by a qualified surveyor approved by the Engineer.
- C. Contractor shall provide all electronic survey data and copies of field books and field notes to Engineer for use in preparing as-built plans.

1.04 SUBMITTALS

- A. Surveyor Qualifications

Prior to start of any survey work, Contractor shall submit name, address, telephone number, and qualifications of the surveyor, crew chief, superintendent and all other persons who are proposed to perform surveys or survey related duties on which measurement and payment shall be based, to the Engineer for approval. Upon request by the Engineer, Contractor shall submit documentation verifying the accuracy of the survey work.

- B. Survey Record

Contractor shall submit a survey record with computations signed by the Surveyor, certifying that elevations and locations of site constructed features and depths of excavation are in conformance, or nonconformance, with contract documents. Any nonconformance shall be subject to review and acceptance by the Engineer prior to final disposition (i.e., payment, corrective actions, etc.). Engineer may accept electronic records and computations from acceptable survey programs with proper documentation.

C. Calibration Certificate

Contractor shall submit certificates of calibration, obtained from the Surveyor, prior to the use of any instrument.

1.05 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain onsite a complete, accurate log of survey work as it progresses. Contractor shall provide as-built surveys of completed work.
- B. Upon completion of the work, Contractor shall submit Record Documents to the Engineer under the provisions of Section 01690 PROJECT RECORD DOCUMENTS.

PART 2 PRODUCTS

2.01 SURVEYS

A. Control Surveys

Control surveys shall include surveys for the establishment of benchmarks and control points. All control surveys for elevation shall be plus or minus 0.01 feet and for horizontal; control angles shall be to the nearest 20 seconds plus or minus 10 seconds and measured distances shall be to plus or minus 0.01 feet.

B. Construction Surveys

Construction surveys shall consist of all layout of the work in accordance with the Project Drawings and specifications.

C. Measurement Surveys

Measurement surveys shall include surveys to verify as-built construction to the lines and grades indicated on the Drawings and to establish quantities for payment. All measurement surveys for elevation shall be to the nearest 0.1 feet plus or minus 0.05 feet and for horizontal distances shall be to plus or minus 0.1 feet.

2.02 MATERIALS AND EQUIPMENT

- A. Contractor shall provide all materials and equipment as required to properly perform the surveys, including, but not limited to, instruments, tapes, rods, measures, mounts and tripods, stakes and hubs, nails, ribbons, other reference markers, and all else required. All material shall be of sound professional quality.
- B. All lasers, transits, and other instruments shall be calibrated and maintained in accurate calibration throughout the execution of the work. Calibration certificates shall be submitted to the Engineer prior to use of any instrument.

PART 3 EXECUTION

3.01 GENERAL

Contractor is responsible for conducting all surveys, including establishing surveying control as necessary, to construct the work to the lines and grades as indicated on the Drawings, to verify final grades, to provide quantity estimates for materials and any other surveying required to properly perform the work as specified in the Contract Documents.

3.02 INSPECTION

- A. Contractor shall verify with the Engineer locations of site reference and survey control points prior to starting work.
- B. Contractor shall promptly notify the Engineer of any discrepancies discovered. Contractor shall also verify layouts periodically during work.

3.03 SURVEY REFERENCE POINTS

- A. Contractor shall protect survey control points prior to starting site work and preserve permanent reference points during construction. Contractor shall not relocate site reference points without prior written approval from the Engineer.
- B. Contractor shall promptly report to the Engineer the loss, damage, or destruction of any reference point or relocation required because of changes in grades or other reasons. Contractor shall replace dislocated survey control points based on original survey control at no additional cost to the Owner.

3.04 SURVEY REQUIREMENTS

- A. Contractor shall reference survey and site reference points to the provided control monuments and record locations of survey control points, with horizontal and vertical data, on Project Record Documents.
- B. Contractor shall establish lines and levels and shall locate and lay out by instrumentation and similar appropriate means, site features to be constructed including necessary stakes for cut, fill placement, and grading operations and stakes for utility locations, slopes, and invert elevations.
- C. Contractor shall, with his own forces, obtain working or construction lines or grades as needed.
- D. Contractor shall furnish all materials and accessories required for the proper location of grade points and lines.
- E. All marks given shall be carefully preserved and, if destroyed or removed without the Engineer's approval, they shall be reset, if necessary, at the Contractor's expense.
- F. The cost to the Contractor of all work and delays occasioned by giving lines and grades, or making other necessary measurements, will be considered as having been included in the unit and lump sum prices for items of work.
- G. It shall be the duty of the Contractor to keep the Engineer informed of the times and places at which work will be conducted in order that the Engineer may have an ample opportunity to furnish and/or check the lines and elevations with a minimum of inconvenience to the Engineer or delay to the Contractor.

3.05 SURVEYS FOR MEASUREMENT AND PAYMENT

- A. Contractor shall perform surveys, in a manner acceptable to the Engineer, to determine quantities of unit cost work and percent of completed lump sum work including surveys to establish measurement reference lines and shall notify the Engineer prior to starting work. Excavations requiring measurement by volume shall be surveyed by measuring elevations along cross-sections spaced at a maximum of every 50 feet along the longitudinal direction of the excavation or at break points in the horizontal alignment of the excavation as needed to obtain a representative quantity estimate. Along each cross-section, elevations shall be measured at points of changes in slope. The Contractor's surveyor shall perform cross-section survey of excavation areas before excavation begins to verify original grade elevations.
- B. Contractor's field superintendent shall sign surveyor's field notes or shall keep duplicate field notes and shall calculate and certify quantities for payment purposes.

3.06 SURVEY DATA

- A. Contractor shall provide all survey data to Engineer, both electronic and written. Data will be used to confirm construction in accordance with design documents, to confirm completed quantities, and to generate a final as-built set of plans.
- B. All deviations from the Contract Documents shall be documented and surveyed and included in the as-built survey data.

-- END OF SECTION 01050 --

**SECTION 01300
SUBMITTALS**

PART 1 GENERAL

1.01 SCOPE

This section covers submittals and submittal procedures.

1.02 PROCEDURES

A. For each submittal, the Contractor shall:

1. Transmit each submittal to The Flatwater Group, Inc., 8200 Cody Drive, Suite A, Lincoln, NE 68512-9550, with a transmittal letter or form listing the items transmitted.
2. Transmit **three copies** of each submittal that requires approval. One copy of submittals such as test results may be submitted.
3. Sequentially number transmittal forms. Revised submittals shall be numbered with the original number and a sequential alphabetical suffix.
4. Identify the project, contractor, subcontractor, or supplier; pertinent Drawing sheet and detail number, and specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps.
5. Apply Contractor's stamp or statement, signed or initialed certifying the Contractor has reviewed the submittal and verified products required, field dimensions, adjacent construction work, and coordination of information, and is in accordance with the requirements of the work and Contract Documents.
6. Schedule submittals to expedite the project and deliver to Engineer's office. Coordinate submission of related items.
7. Allow 15 days, excluding delivery time to and from the Contractor, for review of submittals.
8. Identify variations from contract documents and product or system limitations which may be detrimental to successful performance of the completed work.
9. After Engineer's review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
10. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
11. Submittals not requested will not be recognized or processed.
12. Electronic submittals (e.g., in PDF format) may be accepted in lieu of or in addition to hard copy submittals with approval of the Engineer. All other submittal requirements shall be adhered to including transmittal forms, numbering, etc.

1.03 CONSTRUCTION SCHEDULES AND PROGRESS REPORTS

A. Contractor shall:

1. Submit initial schedule within 10 days after date of Notice to Proceed.
2. Submit schedule revisions with each Application for Payment, identifying changes since previous version.
3. Submit weekly progress reports, signed by the Contractor's site manager.

1.04 APPLICATIONS FOR PAYMENT

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

1.05 TESTING RESULTS

A. Contractor shall submit to the Engineer, a copy of all results of material testing, quality control tests, and other tests as specified, as well as any unspecified tests the Contractor conducts. These include, but are not limited to, results from testing the following:

1. Geotextile materials.
2. Aggregate materials.
3. Concrete materials.
4. Soils.
5. Moisture/Density Curves for fill material.
6. Compaction density tests.

1.06 PRODUCT/MATERIAL DATA

A. Contractor shall submit product and/or material data as specified.

1. Mark each copy to identify applicable products, materials, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work. Include manufacturer's installation instructions when required by the Specification section.
2. Submit the number of copies that Contractor requires, plus two additional copies, which will be retained by the Engineer and Owner respectively.
3. List of material items requiring submittals is as follows:
 - a. Seed mix.
 - b. Aggregates.
 - c. Riprap.
 - d. Culvert materials.
 - e. Erosion control materials.
 - f. Geotextile materials.
 - g. Others as specified.

1.07 MANUFACTURER INSTALLATION INSTRUCTIONS

A. For all products, assemblies, prefabricated structures, and other applicable components, Contractor shall:

1. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing to Engineer.
2. Indicate special procedures, conditions requiring special attention, and special criteria required for application or installation.

1.08 OWNER'S MANUALS AND OPERATING AND MAINTENANCE INSTRUCTIONS

A. For all products, assemblies, prefabricated structures, and other applicable components, Contractor shall:

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1. Submit printed Owner's Manuals and Operation and Maintenance (O&M) manuals detailing operating instructions, limitations, maintenance requirements and other applicable information so that Owner has complete information for owning and operating equipment and components of the Work.
 2. Submit contact information for the manufacturer/supplier of all equipment and components including information on obtaining warranty service, replacement parts, and additional items.
 3. Typical items requiring Owner's Manuals and O & M manuals include, but are not limited to:
 - a. Wood products requiring treatment and maintenance
 - b. Gates and fences
 - c. Drainage structures, inlet boxes, water level control structures, hydraulic gates, grates, and other hydraulic appurtenances
 - d. Other prefabricated structures

1.09 MANUFACTURER CERTIFICATES

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

1.10 WARRANTIES

Contractor shall submit manufacturer and/or supplier warranties for all products, materials, equipment, and components incorporated into the Work. Submit warranty information and corresponding contact information for each warranty.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- END OF SECTION 01300 --

SECTION 01400
QUALITY ASSURANCE/QUALITY CONTROL

PART 1 GENERAL

1.01 SCOPE

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

1.02 QUALITY CONTROL

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

1.03 TOLERANCES

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

1.04 REFERENCES

- A. Contractor shall complete all work using industry recognized methods and equipment to produce work as specified. For products or workmanship specified by association, trade, or other consensus standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. The most current copy of reference standards, up to the date on the current Contract Documents, shall be used, except where a specific date is established by code.

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- B. Contractor shall be responsible for obtaining copies of standards where required by individual product specification sections.
 - C. The contractual relationship, duties, and responsibilities of the parties in Contract, as well as those of the Engineer, shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 TESTING

A. Construction Inspection Plan

Contractor shall be responsible for implementing and conducting testing in accordance with the Construction Inspection Plan.

B. Unless otherwise specified, the Contractor shall be responsible for all testing and associated costs. When testing is set forth as the Contractors responsibility, the Contractor shall:

1. Perform and pay for tests as required in individual specification sections.
2. Secure the services of an approved, independent testing laboratory.
3. Deliver to the laboratory adequate quantities of representative samples of materials proposed for use that are required to be tested.
4. Notify the laboratory and Engineer in advance of construction operations, to provide adequate lead time and to allow the laboratory to complete any required calibration and assign personnel and testing as specified.
5. Provide adequate facilities for safe and proper storage of test samples on project site.
6. Furnish labor as required to obtain and handle samples at the site.
7. Furnish samples of materials, design mixes, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
8. Submit reports of required tests to Engineer indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
9. Cooperate with the Engineer or independent firm performing tests not required to be completed by the Contractor, and coordinate work so that tests can be conducted.

B. Testing or inspecting does not relieve Contractor from performing the Work according to contract requirements.

C. At least one copy of the results of all tests, including those required as a part of the work covered by these specifications, ordered by the Owner or Engineer, or supplemental tests specified herein, shall be distributed to the Engineer in a timely manner.

D. Each report shall state all details of each test to indicate satisfactory compliance with requirements of the Contract Documents. The results of any tests that indicate unsatisfactory conditions and/or failure to comply with the requirements of the Contract documents shall be reported immediately to the Engineer.

E. The Owner may conduct additional quality control tests on the materials incorporated in the work at their discretion.

1. Copies of the results of all tests performed by Owner will be furnished to the Contractor upon request.
2. Testing performed by the Owner in no way relieves the Contractor of the responsibility of completing the work in accordance with this Contract or conducting QC tests specified.
3. If necessary, Contractor shall assist the laboratory personnel in taking tests to the extent of furnishing labor and equipment to prepare the areas for testing and

curtailing operations in the vicinity of the test area during testing and to provide safe access for testing.

4. Conflicting results between the Owner's tests and those made by the Contractor will be resolved by the Engineer and his decision shall be final.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- END OF SECTION 01400 --

**SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

PART 1 GENERAL

1.01 SCOPE

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

1.02 WATER

Contractor shall be responsible for procuring, transporting, and distributing water needed for construction.

1.03 SANITARY FACILITIES

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

1.04 TEMPORARY HEAT

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

1.05 ENCLOSURES

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

1.06 BARRIERS/BARRICADES AND FENCING

- A. Provide barricades and/or construction fencing, as required, to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. At a minimum, barricades and fencing shall be installed at construction entrances and as identified on the Drawings. Engineer or Owner may direct Contractor to install additional barricades and/or fencing as conditions dictate.
- C. Contractor shall be responsible for determining additional locations for barricades and fencing to protect the public and the work, and to deter access.
- D. Consult with Engineer regarding required barricade plans.

1.07 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish. Waste and rubbish, including food containers, grease tubes, discarded tires, and other trash shall be contained in appropriate receptacles onsite. Trash and debris shall not be allowed to blow around onsite.

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- B. Periodically dispose of waste and rubbish off-site.
 - C. Onsite burning of waste and rubbish shall not be allowed

1.08 REMOVAL

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

1.09 DEWATERING

Contractor shall be responsible for all dewatering required to complete the Work in accordance with the Contract Documents.

PART 2 PRODUCTS

2.01 EROSION AND SEDIMENT CONTROLS

Materials and products used for erosion and sediment controls shall be adequate to provide their intended purpose.

PART 3 EXECUTION

3.01 DEWATERING

- A. Contractor shall be solely responsible for designing, constructing, and maintaining dewatering systems required to complete the Work.
- B. Discharge of dewatering water shall be to a location that will not impact completed work.
- C. Discharge of dewatering shall be in compliance with applicable rules and regulations.
- D. Engineer shall be notified prior to dewatering operations commencing.

3.02 RUNOFF, EROSION, AND SEDIMENT CONTROL

- A. Contractor shall be solely responsible for implementing, constructing, and maintaining runoff controls as outlined in the SWPPP to protect the work and minimize erosion whether or not specifically specified or indicated on the Drawings. Contractor shall incorporate any additional erosion control and sediment retention practices necessary into the Storm Water Pollution Prevention Plan (SWPPP). Earth disturbance shall not commence until 7 calendar days have elapsed from the submittal date of the construction storm water Notice of Intent (CWS-NOI) form.
- B. Excavation, grading, and moving of soil materials shall be scheduled to minimize to the extent practical, the size of areas that will be unprotected from erosion. Disturbed areas shall be restored according to the Specifications and Drawings, as soon as is feasible.
- C. Diversions, waterways, or other runoff controls shall be constructed to divert water away from work areas and/or to collect runoff from work areas to allow proper construction of work items and protect the site and work from ponding or running water. Contractor shall provide, operate, and maintain pumping equipment as necessary.
- D. Silt fences, hay bales, or other erosion control devices shall be installed as necessary, to minimize and control erosion during and subsequent to construction. Erosion controls shall remain in place during the entire construction period or as otherwise specified.
- E. Protect the work from erosion. Erosion of embankments, cuts, and natural slopes that occurs during construction of the project shall be repaired by the Contractor at no additional cost to the Owner.
- F. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.

-
- G. All erosion and sediment control measures shall be inspected at least every 14 days (1 month during winter if construction activities are minimal) and within 24 hours after a storm event of 0.5 inches or more, except when winter freeze up conditions preclude runoff. Any deficiencies found during these inspections shall be promptly corrected.

3.03 TEMPORARY CONSTRUCTION ROADS AND ENTRANCES

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

3.04 STAGING/MATERIAL STORAGE AREAS

Contractor shall use the recommended staging/material storages areas identified on the Drawings and as approved by Engineer.

3.05 GENERAL MAINTENANCE

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

-- END OF SECTION 01500 --

**SECTION 01690
PROJECT RECORD DOCUMENTS**

PART 1 GENERAL

1.01 SCOPE

This section specifies the requirements for maintenance and submittal of record documents.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Contractor shall maintain at the site for the Engineer, one record copy of:
1. Construction schedule and progress record.
 2. Technical specifications.
 3. Addendum and modifications.
 4. Change orders and other modifications to the contract.
 5. Engineer field orders.
 6. Daily work activity and quality control summary reports as applicable, including:
 - a. Test records and results.
 - b. Records of all site work.
 - c. Report on all spill incidents.
 - d. Truck load tickets and shipping papers.
 - e. Records of quantities of materials by category.
 - f. Other items as may be required by the Engineer.
- B. Record documents shall be stored apart from documents used for construction.

1.03 RECORDING

- A. Contractor shall record information on a set of drawings, provided by the Engineer.
- B. Information is to be recorded concurrently with construction progress. No work shall be concealed or covered in a manner that would prevent inspection until required information is recorded and approved by the Engineer.
- C. Contract Drawings and shop drawings shall be legibly marked and each item of actual construction recorded accordingly:
1. Measured depths of elements of construction in relation to survey datum.
 2. Field changes of dimension and detail.
 3. Details not on original Contract Drawings.
- D. Specifications shall be legibly marked and each item of actual construction recorded including:
1. Manufacturer, trade name, and catalog number of each product actually installed, including optional or substitute items.
 2. Changes made by addenda and modifications.
- E. Contractor shall maintain manufacturer's certifications, inspection certifications, and field test records required by individual specification sections.

1.04 SUBMITTALS

A. Record Documents shall be delivered at final acceptance under provisions of Section 01700 PROJECT CLOSEOUT. Two copies of the Record Documents shall be transmitted with cover letter listing:

1. Date
2. Project title
3. Contractor's name, address, and telephone number
4. Number and title of each Record Document
5. Signature of Contractor or authorized representative

B. Documents must be submitted to and accepted by Engineer at completion of work as a condition of final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- END OF SECTION 01690 --

**SECTION 01700
CONTRACT CLOSEOUT**

PART 1 GENERAL

1.01 SCOPE

This section specifies Contract Closeout Procedures.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 CLOSEOUT PROCEDURES

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

due. A Final Acceptance Certificate will be issued to the Contractor along with final payment.

D. Warranties and Bonds

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

E. Owner's Manuals and Operation and Maintenance Manuals

1. Provide Owner's Manuals and Operation and Maintenance Manuals as specified in Section 01300 SUBMITTALS.
2. Final Payment will not be processed prior to receipt of required submittals.

F. Survey Data

Contractor shall provide all survey data, written and electronic, to Engineer at completion of the Project suitable for use in compiling as-built drawings.

-- END OF SECTION 01700 --

SPECIAL PROVISIONS

Davis Creek Reservoir Recreation Road Improvement Project
Lower Loup Natural Resources District

These Special Provisions amend or supplement the Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 Edition as indicated herein. In general, the numbering of the Special Provisions below relates to the Division, Section, paragraph, and subparagraphs to which the Special Provision applies. Relevant provisions that are not amended or supplemented shall remain in full force and effect. In this document Engineer refers to the District Engineer or their designee.

SECTION 100 – GENERAL REQUIREMENTS AND COVENANTS

SP 101 GENERAL INFORMATION, DEFINITIONS AND TERMS

Replace “Department” with “District” for all definitions and other references related to this project. The Owner shall be the Lower Loup Natural Resources District (LLNRD) and all references to the Owner in the Standard Specifications (e.g., Department, State, Engineer, Project Manager) shall mean LLNRD or their designated representative where applicable.

SECTION 200 – EARTHWORK

SP 201 GENERAL REQUIREMENTS

The Contractor shall be responsible for obtaining borrow from an Engineer-approved offsite source for any additional material necessary to complete the earthwork construction.

The Contractor shall be responsible for obtaining and analyzing representative samples of the proposed fill material from onsite and offsite borrow sources. Onsite borrow is the excess usable material from any excavation conducted to complete the work. The Contractor shall provide a map showing the location of the samples or provide other information indicating how representative samples were collected. Tests shall include:

1. Moisture Content
2. Unit Weight Determination
3. Atterberg Limits
4. #200 Washed Sieve Analyses
5. Standard Proctor
6. Organic Content

SECTION 300 – SUBGRADE PREPARATION

SP 302 SUBGRADE PREPARATION, SHOULDER SUBGRADE PREPARATION, AND PREPARATION OF INTERSECTIONS AND DRIVEWAYS

Section 302 is amended to include preparation of parking areas. Parking areas shall be measured and paid for in the same manner as intersections and driveways.

SECTION 600 – PORTLAND CEMENT CONCRETE PAVEMENTS

SP 601 GENERAL REQUIREMENTS

The maximum Pay Factor for pavement shall be 1.00. All references to pay factors greater than 1.00 are void and replaced by a Pay Factor of 1.00.

SP 602 PORTLAND CEMENT CONCRETE PAVEMENT SMOOTHNESS

Concrete pavement smoothness tests are not required for this project.

SP 603 CONCRETE PAVEMENT

Section 603.03 is clarified as follows:

Methods for placing paving, including mainline paving, can be slipform or fixed form.

Section 603.04 is amended to include:

- 7. Concrete pavement for driveways, intersections and parking areas is measured by the square yard.

Section 603.05 is amended to include:

Pay Item	Pay Unit
___ Concrete Pavement, ___ for Intersections, Drives and Parking	Square Yard (SY)

SECTION 700 – BRIDGES, CULVERTS, AND RELATED CONSTRUCTION

SP 719 FLEXIBLE CULVERTS

Section 719.04 is void and superseded by the following:

1. Excavation, bedding and backfill shall not be measured, but shall be considered subsidiary to the pipe being installed.
2. Flexible pipe shall be measured along the centerline of structure. Pipe length does not include any additional allowances for connections, elbows, or flared end section "Y" distances.

Section 719.05 item 2 is void and superseded by the following:

2. Excavation, bedding and backfill shall not be paid for directly, but shall be considered subsidiary to the pipe being installed.

SECTION 800 – ROADSIDE DEVELOPMENT AND EROSION CONTROL

SP 801 PERMANENT SEEDING

Section 801.02 is amended to include the following:

1. All seed shall be of Nebraska origin, adjoining states, or as otherwise specified.
2. Any deviation or substitutions to the variety or origin shall be submitted to the Engineer for approval.
3. Grass seed application rate shall be 100 lb./ac. The seed mix shall be as follows:

Variety/Species	Minimum Purity (%)	Seed Rate (Pound/Acre)	Composition (+/- 2%)
Sheep Fescue	98	35	35
Annual Ryegrass	98	35	35
Buffalograss	98	25	25
Blue Grama	98	5	5

Notes:

1. Seed Mix to be used for all seeded areas unless otherwise specified. Submit mix and seeding rates for approval by the Engineer prior to ordering. Equivalent varietal substitutions may be considered by the Engineer. All substitutions shall be approved in writing prior to ordering.
2. Seed between April 1 and May 31 and between September 1 and September 30 unless otherwise by the Owner.

Rate of application of commercial inorganic fertilizer shall be a minimum of 32 lbs. of available nitrogen (N2) per Acre, and 92 lbs. of available phosphoric acid (P2O5) per acre.

Mulching and fertilizing shall be considered subsidiary to the item "Erosion Control, Class 1D".

SECTION 1000 – MATERIAL DETAILS

SP 1001 PRE-CAST CONCRETE CURB STOPS

Pre-cast concrete curb stops shall be installed per the manufacturer's recommendations. Curb stops shall be a minimum length of 7 ft.

SP 1002 REMOVABLE SPEED BUMPS

Speed bumps shall be made of rubber and shall be anchored to the concrete in such a way that allows for removal and re-installation without significant effort. Speed bumps shall be long enough to span both wheel lines of a single lane.



Lower Loup Natural Resources District
2620 Airport Drive, Ord, Nebraska 68862
(402) 728-3221



The Flatwater Group
8200 Cody Driver, Suite A
Lincoln, Nebraska 68512
(402) 416-4470



Midwest Engineering, Inc.
3260 Folkways Blvd., Ste. B
Lincoln, Nebraska 68504
(402) 245-7792

