

# **DIVISION I**

## **GENERAL SPECIFICATIONS**

**APPLICABLE TO ALL  
CONSTRUCTION CONTRACTS**

**DIVISION I  
GENERAL SPECIFICATIONS**

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**SECTION 1 - DEFINITIONS OF WORDS AND TERMS**

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.01        Abbreviations.

AASHTO	American Association of State Highway And Transportation Officials
ASTM	American Society for Testing and Materials
ANSI	American National Standards Institute
AWWA	American Water Works Association
AREA	American Railway Engineering Association
AWS	American Welding Society
AAN	American Association of Nurserymen

1.02        Advertisement. The advertisement for work or materials on which bids are to be received.

1.03        Award. The decision of the City to accept the bid of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefor and bond to secure the performance thereof and to such other conditions as may be specified or otherwise required by law.

1.04        Backslope. The sloping surface of a cut, the downward inclination of which is toward the roadbed.

1.05        Bidder. Any individual, firm, or corporation formally submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

1.06        Calendar Day. Every day shown on the calendar, Sundays and holidays included.

1.07        Change Order. A written order to the Contractor, signed by the Engineer, ordering a change in the work from that originally shown in the plans and specifications.

1.08        City. The word "City" as used in these specifications refers to the City of Grand Island, Nebraska, acting through its City Council.

1.09        Contract. The written agreement executed between the City and the Contractor, covering the performance of the work and the furnishing of labor and materials, by which the Contractor is bound to perform the work and furnish the labor and materials, and by which the City is obligated to compensate Contractor therefor at the mutually established and accepted rate or price.

The contract shall include the "Notice to Bidders", these specifications, the Contractor's bond, the general and detailed plans, the bid, special provisions, and supplemental agreements.

1.10 Contract or Performance Bond. The approved form of security, executed by the Contractor and their surety or sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.

1.11 Contract Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials described in the text of a specification item included in the contract or described in any subdivision of the text of the supplemental specification or special provision of the contract.

1.12 Contract Period. The period from the date specified in the contract for the commencement of the work to the date specified for its completion, both dates inclusive.

1.13 Contractor. The party of the second part to the contract; the individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through Contractor's agents or authorized employees.

1.14 Cul-de-sac Street. A local street open at one end only and with special provision for turning around.

1.15 Culvert. Any structure not classified as a bridge which provides an opening under any street.

1.16 Easement (Right-of-way). A right acquired by public authority to use or control property for a designated purpose.

1.17 Employee. Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control or receives compensation from the Contractor or Contractor's subcontractor.

1.18 Engineer. The City Engineer, acting either directly or through an assistant or other representative duly authorized by the City Engineer, such assistant or representative acting within the scope of the particular duties assigned or with the authority given.

1.19 Extra Work. Work performed by the Contractor in order to complete the contract in an acceptable manner but for which there is no basis of payment provided in the contract.

1.20 Holidays. In the State of Nebraska, holidays occur on: January 1, Martin Luther King, Jr. Day in January, Presidents' Day in February, Arbor Day in April, Memorial Day in May, July 4, Labor Day in September, Columbus Day in October, Veterans Day and Thanksgiving Day in November, and December 25. If any of said dates fall on Sunday, the following Monday shall be a holiday. If any of said dates fall on Saturday, the previous Friday shall be a holiday.

1.21 Inspector. An authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work performed and materials furnished by the Contractor.

1.22 Laboratory. The testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

- 1.23 Notice to Bidders. The provisions, requirements, and instructions pertaining to the work to be awarded, manner and time of submitting bids , quantities of the major items or work required, as prepared for the information of bidders.
- 1.24 Plans. The official plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.
- 1.25 Project. All work necessary to be performed under the contract.
- 1.26 Bid. The offer of the bidder, submitted on the prescribed bid form, to perform the work and to furnish the labor and materials at the prices quoted by the bidder.
- 1.27 Bid Form. The approved form on which the City requires formal bids be prepared and submitted.
- 1.28 Bid Guarantee. The security furnished by the Bidder with Bidder's bid for a project as a guarantee that Bidder will enter into a contract for the work if said bid is accepted.
- 1.29 Right-of-way. The land area which is reserved or secured by the City for constructing the work or for obtaining material therefor.
- 1.30 Special Provisions. Special directions, provisions, or requirements peculiar to the project under consideration and not otherwise thoroughly or satisfactorily detailed or set forth in the specifications.
- 1.31 Specifications. The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications or special provisions, all of which are necessary for the proper performance of the contract.
- 1.32 Subcontractor. Any individual, firm, or corporation to whom the Contractor, with the written consent of the City, sublets any part of the contract.
- 1.33 Superintendent. The representative of the Contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.
- 1.34 Supplemental Agreements. Written agreements executed by the Contractor and the City subsequent to having entered into the contract, covering alterations in the plans or unforeseen items of construction.
- 1.35 Supplemental Specifications. Specifications adopted subsequent to the publication of this book. They generally involve new construction items or substantial changes in the approved specifications. Supplemental specifications shall prevail over those published in this book whenever in conflict therewith.
- 1.36 Surety. The corporate body bound with and for the Contractor for the acceptable performance of the contract, the completion of the work, and for payment of all just claims arising therefrom.

1.37 Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract.

1.38 Working Day. Any day, except Saturdays, Sundays, and Nebraska holidays, on which the Contractor is not prevented by weather, soil conditions, or other conditions beyond the Contractor's control, adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 80 percent of the labor and equipment force normally engaged in such operation or operations for at least 50 percent of the full number of hours in Contractor's normal daily schedule. Also, a Saturday, Sunday, or Nebraska holiday on which any work is performed on the current controlling operation or operations unless the Contractor is prevented by weather, soil conditions, or other conditions beyond the Contractor's control as determined by the Engineer, from proceeding for at least 50 percent of the full number of hours in their normal schedule with 80 percent of the normal working force.

1.39 Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans for similar data which the Contractor is required to submit to the Engineer for approval.

1.40 Work Order. A written order signed by the Engineer, of a contractual status requiring performance by the Contractor without negotiation of any sort and may involve starting, resuming, or the suspension of work. (Not to be confused with extra work order).

1.41 Completion of the Work and Formal Acceptance by the City. Whenever the term "completion of the work and formal acceptance by the City" is used, it refers to and means the formal acceptance of the work by the Engineer and the City at the time the Contractor has all work under the contract completed and in place.

1.42 Final Acceptance of the Work. Whenever the term "final acceptance of the work" is used, it refers to and means the time when the Engineer and the City finally accept the work. The contractor guarantee shall remain in force from the City's final acceptance for a period of one year.

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## **SECTION 2 – BID REQUIREMENTS AND CONDITIONS**

2.01 Contents of Bid Forms. Bidders will be furnished with bid forms which will state the location and description of the contemplated work and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which unit bid prices are asked, the time in which the work must be completed and the date, time, and place of opening bids. All special provisions and required provisions will be grouped together and bound with or included through reference in the bid form.

2.02 Interpretation of Quantities in Bid Forms. The quantities listed in the bid forms are to be considered as approximate, unless otherwise provided by special provision. It is understood that the quantities of work to be done and materials to be furnished may each be increased, diminished, or omitted as hereinafter provided without in any way invalidating the unit bid prices, except as provided in the section in these specifications entitled Increased or Decreased Quantities of Work.

2.03 Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder is required to examine carefully the site, the bid, plans, specifications, special provisions, and contract form for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of these specifications, the special provisions, and contract. It is mutually agreed that the submission of a bid shall be considered prima facie evidence that the bidder has made such examination.

2.04 Preparation of Bid. Bidders shall submit their bids on blank forms furnished by the Engineer with the full name and address and the place of business or residence of the bidder. If the bidder is co-partnership, the signature shall be by a member of the firm with the names and addresses of each member. If the bidder is a corporation, the signature shall be by an officer of the corporation in the corporate name and with the corporate name and the corporate seal attached thereto.

All blank spaces in the form shall be fully filled; numbers shall be stated in legible figures and writing when required; the signature shall be longhand; and the complete form shall be without interlineation, alteration, or erasure.

No oral, telegraphic, or telephonic bids or modifications will be considered.

When certain alternative prices, for both increasing and decreasing the cost, are required, as called for in the bid sheet, it must be understood that all materials and workmanship required shall be the best of their respective kinds and in all cases shall correspond with similar work herein specified and, if accepted, the work shall be done under the general terms of the specifications.

2.05 Statement of Bidder's Plant and Financial Conditions. Each bidder may submit with bid and, in any event, the City may, after bids are opened and prior to award of contract, require any bidder to submit the following data:

1. A statement that the bidder maintains a permanent place of business and address thereof;
2. A statement of equipment which the bidder proposes to use on the project, together with a statement noting that equipment previously mentioned which the bidder owns and that which bidder does not own but is certain bidder will be able to rent or otherwise procure for use on the project;
3. A financial statement, duly sworn to in a form approved by the City, listing assets and liabilities;
4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the contract if it is awarded to them.

2.06 Certified Check, Cashier's Check, or Bid Bond. Each bidder must submit with the bid a certified check, cashier's check, or bid bond in the amount of not less than five percent (5%) of the amount bid, drawn to the order of the City Treasurer, Grand Island, Nebraska, guaranteeing the execution of the contract and bond required within ten (10) days of the notification of award. Any certified check must be issued by a bank in the State of Nebraska.

2.07 Filing of Bid. Bidders shall submit bid data on items offered in the Bid by filling in one set of data sheets supplied by the Engineering Department. The bid sheets shall be filled out legibly in black ink to permit reproduction.

Bidder security, when required, shall be enclosed in a special envelope marked, "BIDDER SECURITY/BID FOR \_\_\_\_\_." The envelope shall contain only a cashier's check or bidder's bond. This special envelope shall be attached to a sealed envelope containing the bid, filled out specifications, descriptive information drawings, qualification list and any other bid materials. This second envelope shall be marked "BID FOR \_\_\_\_\_." Bids of an incomplete nature or subject to multiple interpretations may, at the option of the Purchaser, be rejected as being irregular.

All bids shall be filed with the City at the place designated in the Notice to Bidders, prior to the time advertised for the opening of bids.

2.08 Withdrawal of Bid. A bidder will be permitted to withdraw said bid unopened after it has been submitted, if bidder's request for withdrawal is made in writing and delivered personally by the bidder or bidders' authorized representative prior to the time specified for opening of bids.

2.09 Public Opening of Bids. Bids will be publicly opened and read at the time and place stipulated in the Notice to Bidders.

2.10 Material Guarantee. Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to the test provided for in these specifications to determine their quality and fitness for the work.

### **SECTION 3 - AWARD AND EXECUTION OF THE CONTRACT**

3.01 Consideration of Bids. After the bids are opened and read, they will be compared on the basis of the summation of the products and the quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public.

The right is reserved to reject any and all bids and to waive technical errors as may be deemed best for the interest of the City.

3.02 Award of Contract. In the award of contract, consideration will be given not only to the prices bid but also the mechanical and other equipment available to the bidder, the financial responsibility of the bidder, and bidder's ability and experience in the performance of like or similar contracts.

Award of contracts will be made as promptly as practical after bids have been opened and read. The City reserves the right to delay the award for such time as is needed for the consideration of the bids and for the receipt of concurrence in recommended contract awards from other governmental agencies whose concurrence may be required.

3.03 Cancellation of Award. The City reserves the right to cancel the award of any contract at any time before execution of the said contract by all parties without any liability against the City.

3.04 Return of Bid Guarantee. Bid guaranties will be returned to the unsuccessful bidders by mail promptly after the signing of the contract has been made. Return to the successful bidder will be made after the signing of the contract and filing of the contract bond.

3.05 Performance Bond. The Contractor shall furnish a performance bond with a company having the approval of the City in an amount of 100 percent of the contract price guaranteeing complete and faithful performance of the contract, payment of all bills of whatever nature which could become a lien against the property, and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of the contract.

3.06 Contract Documents. Three (3) copies of Contract Documents shall be made, executed, and distributed as follows:

One copy to City Clerk  
One copy to Contractor                      One copy to Engineer

The following documents are a part of the contract:

*Notice to Bidders	*General Specifications
*Instructions to Bidders	*Special Provisions
*Bid	*Supplemental Specifications
*Detailed Specifications	*Performance Bond
*Contract	*Additional Drawings as required to make clear the intent of the contract

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3.07 Failure to Execute Contract. Failure to execute a contract and file an acceptable performance bond as provided herein within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the certified check or cashier's check to the City, not as a penalty but in liquidation of damages sustained.

#### **SECTION 4 - SCOPE OF WORK**

4.01 Intent of Plans and Specifications. The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that Contractor will furnish all labor, materials, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

For the purpose of design and the preparation of the Engineer's Estimate, the City may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to type of soil, moisture content, and types and extent of rock strata.

This information when shown on the plan represents to the best of the City's knowledge conditions as of the date the survey was made. The appearance of this information on the plan will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction.

The bidder may utilize this information as they see fit. Any bidder interested in the work is authorized to make whatever investigation they considers advisable.

In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the City does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission. Investigational work, performed by a prospective bidder on existing streets open to traffic, shall be performed in compliance with the

requirements of the current Manual on Uniform Control Devices for Street and Highways. All such additional investigational work shall be performed without costing or obligating the City in any way.

4.02 Special Work. Any conditions not covered by these standard specifications are stated in the special provisions.

4.03 Increased or Decreased Quantities of Work. The Engineer reserves the right to alter the quantities of contract items for which there are bid prices. Such increases or decreases in quantities shall be made as the City considers necessary or desirable without waiving or invalidating any of the provisions of the contract. All such alterations must be ordered in writing and a supplemental agreement must be executed with the Contractor for the item or items involved when such alterations involve an increase or decrease of more than 20 percent of the total cost of the work of any group of the contract calculated from the original bid quantities and the contract unit prices. The Contractor shall not start work on any alteration requiring a supplemental agreement until the agreement setting forth an equitable adjustment of compensation, satisfactory to both parties, shall have been executed by the Engineer and the Contractor and approved by City Council.

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4.04 Extra Work. The City reserves the right to order the performance of work of a class not contemplated in the bid but which may be considered necessary to complete satisfactorily the work included in the contract. Such extra work will be paid for as provided in these specifications under section entitled Payment for Extra Work.

4.05 Maintenance of Detours. Unless so required by the plans or the special provisions, the Contractor will not be required to assume any responsibility in connection with the maintenance or marking of suitable detours.

4.06 Temporary Traffic Control. Part VI of the Manual of Uniform Traffic Control Devices (MUTCD) is the national standard for work zone traffic control. The current version that has been adopted by the Nebraska Department of Roads is also applicable to the City of Grand Island and shall be followed.

Any City crews, contractors, utility company, or any other person, firm or corporation performing work within the right-of-way of any public street, public way, or alley in the City of Grand Island shall install and maintain Temporary Traffic Control (TTC) in accordance with the standards of the MUTCD.

The Public Works Director or their representative shall have the authority to direct corrective actions for any TTC not in compliance with the MUTCD and these provisions. These actions may include suspending operations and requiring removal of all equipment or materials from the right-of-way.

If the TTC is left in place longer than four (4) hours and no personnel are on the site, the individual responsible for installing the TTC shall provide telephone numbers of personnel who will be available on a 24 hours per day, seven days per week basis to the Public Works Director. These individuals shall be responsible for repair, correction, replacement and maintenance of the traffic control devices. These individuals shall perform inspections of the TTC at the site a minimum of twice during the day and once during the night every day until the work is completed and the right-of-way is cleared.

Subsidiary: Unless contract pay items are included with the bid specifications, direct payment for providing, installing, maintaining, and performing site inspections of TTC devices will not be made but are considered subsidiary to other items for which direct payment is

provided. When the contract contains a pay item for TTC, the NDOR standard items, specifications, etc. will be used.

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4.07 Maintenance of Traffic. The Contractor shall conduct the work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at Contractor's expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of travel will not be required when the Contractor has obtained permission from the owner or tenant of private property or from the authority having jurisdiction over public property involved to obstruct traffic at the designated area.

4.08 Street Closing. In the event it is deemed necessary for the Contractor to close any streets during the execution of said work, the Contractor shall notify the owner of such street closing 72 hours in advance, prior to any street closing due to open cut street crossing.

4.09 Miscellaneous Removal Items. The Contractor shall inform the Engineer sufficiently ahead of construction so landowners can be notified to remove small trees, shrubs, and fences from the construction limits if the landowners desire to save them.

4.10 Removal and Replacement of Property Stakes. If it is necessary to remove any property corners or markers during construction operations, the Contractor shall notify the Engineer so the Engineer can establish reference ties. Any markers removed without notice to the Engineer shall be replaced at the Contractor's expense in accordance with the proper land surveying techniques.

4.11 Removal and Disposal of Structures and Obstructions. The Contractor for bridge and culvert work shall remove any existing structure or part of structure that in any way interferes with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for as extra work.

The Contractor shall remove any materials or structures found on the right-of-way which are not to remain in place or which have not been designated for use in the new construction. The removal and disposal of pipe culverts will not be paid for directly but shall be considered as incidental work, and the cost of such removal and disposal shall be considered to be included in the contract price for other items. Pipe culverts shall be removed by methods that will cause a minimum of damage to the pipe culverts. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work.

4.12 Rights In and Use of Materials Found on the Right-of-way. Unless stated to the contrary in the contract documents, all materials, such as stone, gravel, sand, timber, and structures or parts of structures, found on the right-of-way of the street or on land acquired for the work, are the property of the City or the owner of the fee title to the land, and shall not be used or destroyed by the Contractor without special permission from the Engineer. When the Contractor is permitted to use materials found on the right-of-way, any excavations that they make below the grade elevation shall be backfilled with other suitable materials so the finished street will conform to the grade shown on the plans. No extra compensation will be allowed for such backfilling.

When rock excavation is encountered, any portion of rock excavation which would otherwise be deposited in waste areas and not be incorporated in the embankments may be processed and used, royalty free, by the Contractor in any other portion of the construction in which material of that quality would be acceptable. No deduction will be made from excavation quantities for rock so used.

4.13 Construction and Demolition Debris. Debris from any City awarded project, as well as Municipal Solid Waste (that is not recycled), shall be disposed of at the City's Solid Waste facilities.

4.14 Final Cleaning Up. Upon completion of the work and before acceptance and final payment, the Contractor shall clean the street, borrow pits, and all ground occupied by Contractor in connection with the work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all parts of the work, shall be left in a neat and presentable condition.

When required in the plans, the Contractor shall, at Contractor's expense, replace waste material or stripping back into borrow and material pits as directed by the Engineer. Trees, tree stumps and material placed on property adjacent to the street during the execution of the work shall be disposed of by the Contractor.

4.15 Right-of-way. Right-of-way for the work will be provided without cost to the Contractor. Right-of-way will be made available to the Contractor on or before the date specified for the commencement of the work unless a later date for the right-of-way to be made available to the Contractor is designated in the contract documents.

4.16 Railroad Crossings. Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction. No claims will be allowed for loss or damage caused by failure to complete such arrangements.

4.17 Safety and Health Regulations for Construction. Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926) with amendments as of February 1, 1999 promulgated by the Occupational Safety and Health Administration, United States Department of Labor, Washington, D.C. are incorporated herein as a part of the contract documents.

## **SECTION 5 - CONTROL OF WORK**

5.01 Authority of Engineer. The Engineer will have general supervision of the work and will decide any questions that arise with reference to the intent of the contract documents and compliance therewith. Said Engineer will relay all questions relating to materials, work, progress, disputes and mutual rights between contractors, fulfillment of contract, and compensation, in accordance with the provisions of these specifications.

5.02 Plans and Working Drawings. The approved plans will be supplemented by such working drawings as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given in the approved plans shall be in writing.

Working drawings for any structure shall consist of such detailed plans as may be required of the Contractor for the prosecution of the work. These are not included in the plans

furnished by the Engineer. They shall include shop details, erection plans, masonry, and form work. The Engineer's prior approval of the shop details must be obtained before any fabrication work involving these plans is performed. Erection plans, masonry layout diagrams, and plans for cribs, cofferdams, falsework, centering, and form work, as well as any other working drawings not previously mentioned, may be required of the Contractor and shall be subject to the Engineer's approval.

No changes shall be made in any plan or drawing after it has been approved except by consent or direction of the Engineer in writing. It is expressly understood that the approval by the Engineer of the Contractor's working drawings will not relieve the Contractor from any responsibility.

The contract price shall include the cost of furnishing all working drawings, and the Contractor will be allowed no extra compensation for such drawings.

Shop plans shall be made on 22"x36" sheet with ½" margin on all sides except the left which shall be 2". The margin lines shall measure 21"x33 ½". The marking shall be in accordance with the special plans or as may be required by the Engineer. All blueprint plans which are furnished to the Engineer shall be clear and distinct and acceptable to the Engineer and shall be neatly trimmed. The Contractor shall furnish the Engineer as many extra copies of working drawings as the Engineer may direct.

The Engineer may require reproducible prints of all approved shop plans, which shall be furnished by the Contractor without cost to the Engineer. Such reproducible prints shall not be folded but shall be mailed in tubes sized to accommodate these plans without injuring them. No preliminary working drawings will be accepted by the Engineer unless they have been carefully checked by the Contractor. Drawings showing gross errors will be returned for recheck before examination by the Engineer. The name of the shop or company furnishing the drawings shall be on the tracing.

5.03 Alteration of Plans or of Character of Work. The Engineer shall have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to satisfactorily complete the proposed construction. Such alterations shall not be considered as a waiver of any conditions of the contract or invalidate any of the provisions thereof.

5.04 Coordination of Plans, Specifications, Special Provisions, and Supplemental Specifications. These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, figured dimensions shall govern over scaled dimensions, plans shall govern over specifications, special plans shall govern over standard plans, supplemental specifications shall govern over standard specifications, and special provisions shall govern over specifications, supplemental specifications, and the plans.

5.05 Cooperation of Contractor. The Contractor will be supplied with a minimum of two sets of approved plans and contract assemblies, including special provisions, one set of which the Contractor shall keep available on the work at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and other contractors in every way possible.

The Contractor shall at all times have at the work site, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, thoroughly experienced in the type of work being performed, who shall receive

instructions from the Engineer or Engineer's authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer without delay, and to promptly supply materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

5.06 Surveys. Lines and elevations shall be established by the Engineer before the work commences and the Contractor shall obtain lines and elevations from the points so set by the Engineer. The Contractor shall furnish all stakes necessary for lines and elevations and cooperate with the Engineer in setting same.

5.07 Authority and Duties of Inspector. The City may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the contract. Such inspection may extend to any part of the work and to the preparation or manufacture of the materials to be used. The inspector will not be permitted to modify in any way the provisions of the contract documents, nor to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed at the work site to keep the Engineer informed as to its progress and the manner in which it is being done and to call the Contractor's attention to any infringements of the contract documents. The inspector will not act as foreman or perform other duties for the Contractor nor improperly interfere with the management of the work. They will not be authorized to approve or accept any portion of the work. In case of dispute between the Contractor and the inspector as to quality of materials or the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of the suspension of work will be given to the Engineer and the Contractor.

5.08 Inspection of Work. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of the finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.

If the work thus exposed or examined proves acceptable, the uncovering or removing and replacing of the covering or the restoring of the parts removed shall be paid for as extra work, except that no payment will be made for the work involved in checking the smoothness of pavement surfaces. If the work thus exposed and examined proves unacceptable, the Contractor shall replace the defective work in accordance with the specifications and will be paid only the contract price for the work as finally accepted. Work done or materials used without the Engineer having been afforded ample opportunity to provide suitable inspection may be ordered removed and replaced at the Contractor's expense or may be excluded from the quantities measured for payment.

5.09 Removal of Defective Work. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the plans and specifications. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the City to declare the contract in default and to proceed to have the work completed in accordance with these specifications under section entitled Abrogation.

5.10 Final Inspection. Upon notification by the Contractor or Contractor's authorized representative that the work is completed, the Engineer shall make prompt final inspection of each item of work included in the contract. If the work is found to not be in accordance with the contract documents, the Contractor will be advised as to the particular defects to be remedied.

## **SECTION 6 - CONTROL OF MATERIALS**

6.01 Source of Supply and Quality Requirements. The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of Contractor's proposed sources of materials prior to delivery. At the option of the Engineer, approval of the source or approval of materials at the source prior to delivery may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that the use of unfit materials cannot be prevented except by extraordinary inspection methods, the Contractor shall

furnish materials from other sources. Before delivery is started and at any time during the process of preparation and use, the materials shall be subject to the approval of the Engineer.

6.02 Methods of Sampling and Testing, and Cited Specifications. Sampling and testing of all materials and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest published standard method of the AASHTO, except as otherwise provided.

The sampling and testing of all materials not covered by the AASHTO, but not otherwise provided for, shall conform to the latest published standard or tentative methods of the ASTM.

6.03 Storage of Materials. The Contractor shall be responsible for the care and storage of materials delivered at the work site or purchased for use thereon. Any material that has been delivered to the work site and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may previously have been accepted. Stored materials shall be so located as to facilitate thorough inspection.

6.04 Unacceptable Materials. All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered as unacceptable, and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No rejected materials, the defects of which have been corrected, shall be used until approval has been given.

6.05 Guarantee. The Contractor shall be responsible for any and all defects which may develop in any part of the entire installation furnished by said Contractor and, upon receipt of written notice from the Engineer, shall immediately replace and make good without expense to the City any such faulty part or parts and damage done by reason of same during a period of one (1) year from the date of formal acceptance of the installation (except when specific guarantee for another length of time is elsewhere specified).

The acceptance of the installation, or any part of it, shall not act to waive this liability on the part of the Contractor.

Upon completion and formal acceptance of the work, the Contractor may furnish a satisfactory bond in an amount of fifteen percent (15%) of contract price to insure the provisions of this guarantee. Otherwise, the original bond shall remain in full force and effect until final acceptance of the work, which acceptance shall be made one (1) year after the formal acceptance of the work as provided herein.

6.06 "Or Equal" Clause. Whenever, in any section of the contract documents, plans, or specifications, any article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design, and efficiency. The Engineer shall determine the acceptability of articles, materials, or equipment proposed as equals.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

7.01 Laws to be Observed. The Contractor shall keep fully informed of and, at all times, shall observe and comply with all Federal and State laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the project, or which in any way affect the project. The Contractor shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by said Contractor or Contractor's employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices, and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

7.02 State and City Fair Labor Standards. The Contractor agrees to comply with all applicable State and City fair labor standards in the execution of the contract, including compliance with Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. In addition, the Contractor agrees to comply with the provisions of Section 52-118, R.R.S. 1948, pertaining to payment of all labor performed and for payment for materials and equipment rental which is actually used in performing this contract.

7.03 Anti-discrimination. During the performance of the work, the Contractor agrees not to discriminate against any employee or application for employment because of race, color, age, religion, sex, or national origin.

7.04 Permits. The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of Contractor's work and/or required for municipal, State, and Federal regulations and laws.

7.05 Patents. The Contractor and the surety in all cases shall indemnify and save harmless the City for any costs, expenses, and damages which it may be obligated to pay by reason of any such infringement at any time during the prosecution of or after the completion of the project.

7.06 Restoration of Surfaces Opened by Permit. Upon the presentation of a duly authorized and satisfactory permit from the City which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Engineer may authorize the Contractor to allow parties bearing such permits to make openings in the street. The Contractor shall, when ordered by the Engineer in writing, make in an acceptable manner all necessary repairs due to such openings, and such necessary work ordered by the Engineer shall be paid for on the basis of "Extra Work" as provided for in these specifications and shall be subject to the same conditions as original work performed.

7.07 Safety, Health, and Sanitation. In the performance of the contract, the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall furnish such additional safeguards, safety devices, and protective equipment and shall take actions as the Engineer may determine as being reasonably necessary to protect the life and health of Contractor's employees and the public.

7.08 Barricades and Warning Signs. Except as otherwise provided specifically in this section, the Contractor shall provide and maintain barricades, danger and warning signs, and suitable and efficient lights, and shall take every reasonable precaution to prevent accidents. The name of the Contractor shall be clearly visible on the barricades. The Contractor shall provide, at their own expense, such watchmen as are necessary to protect their equipment and to maintain proper lights.

Watchmen who may be necessary to direct traffic or prevent travel on any portion of the street shall be provided by the Contractor on written order from the Engineer. Unless the contract specifically provides that such watchmen are to be furnished by the Contractor, this expense shall be paid for as provided in "Extra Work."

7.09 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property. All explosives shall be stored in a secure manner, and storage places shall be clearly marked "DANGER--EXPLOSIVES."

7.10 Claims for Labor and Materials. The Contractor shall indemnify and save harmless the City from all claims for labor and materials furnished under this contract. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this contract, for which the City may become liable under the laws of the State, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

7.11 Contractor's Insurance. The Contractor shall secure and maintain throughout the duration of this contract insurance, from companies authorized to do business in Nebraska, of such types and in such amounts as may be necessary to protect themselves and the interests of the City against all hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Contractor's operations and completed operations. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve them of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation

law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
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3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

7.12 Proof of Carriage of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this contract. The certificates shall show the City as "Additionally Insured." The certificates shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled (strike the "endeavor to" wording often shown on certificate forms).

7.13 Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies or adjacent to other property to which damage might result, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage or as result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. Contractor shall cooperate with said authority in the restoration of service as promptly as possible. In no case shall interruption to water service be allowed to exist outside of working hours. Fire hydrants shall be kept accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

The Contractor must cooperate with the utility companies and schedule work in such a manner as to protect the existing utility facilities until the facilities are abandoned or replacement facilities are completed. In instances where partial grading is necessary before a utility can install its facilities, the Contractor shall consult with the utility and plan the work so reasonable time can be allowed the utility for completing its work.

7.14 No Waiver of Legal Rights. The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Contractor's sureties, or both, such damage as it may sustain by reason of Contractor's failure to comply with the terms of the contract. Neither the acceptance by the City or any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract or of any power herein reserved or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

7.15 Exposure of Pipe or Manholes. The Contractor shall conduct the work at all times in such a manner as will insure no disruption to the normal function of the sanitary sewer collection system. Particular attention shall be paid to the threat of introduction of storm water or other waters to the piping and manholes of the collection system. The Contractor shall take whatever precautions are necessary, such as, but not limited to installation of plugs in exposed pipes and manholes when work is not in progress or when leaving the work site. The Contractor will be held responsible for damages which may occur to either the collection system or to private property through introduction of storm water or other waters to exposed piping or manholes relating to the construction work.

## **SECTION 8 - PROSECUTION AND PROGRESS**

8.01 Subletting or Assigning of Contract. The Contractor will not be permitted to sublet, assign, sell, transfer, or otherwise dispose of the contract or any portion thereof or Contractor's right, title, or interest therein or to either legally or equitably assign any of the money payable under Contractor's contract or claim thereto without the written consent of Contractor's surety and the Engineer. The Contractor will not be relieved of any responsibility through any of the above actions.

8.02 Prosecution of Work. The bid for each project will show the contract period. The progress of the work shall be at a rate sufficient to complete the contract within the contract period. If it appears that the rate of progress is such that the contract will not be completed within the contract period or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as it considers necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two (2) weeks after receipt of the order, Contractor shall automatically be disqualified from receiving any additional contract awards, and the City shall have the right to declare the contract in default and to complete the work in accordance with these specifications under section entitled Abrogation.

The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

The Contractor will be granted additional and suitable time for the prosecution of the work, as was lost by reason of a delay or delays attributable to other parties authorized to do work on the project over which the Contractor had no control or jurisdiction, as provided in these specifications under section entitled Extension of Contract Period.

8.03 Limitations of Operations. The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic. Contractor shall have due regard to the location of detours and to the provisions of handling traffic. Contractor shall not open up work to the prejudice of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional section. The Contractor shall so conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

8.04 Methods and Equipment. The methods, equipment, and appliances used shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other streets will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that is demonstrated to accomplish the contract work in conformity with the requirements of the contract to the satisfaction of the Engineer.

When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified in the contract, a request may be made to the Engineer for authority to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not

meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved nor in contract time as result of authorizing a change in methods or equipment under these provisions.

8.05 Temporary Suspension of Work. Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer pending settlement of disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work shall be given by the Engineer. When the conditions causing suspension no longer exist, such written notice shall be given to the Contractor by the Engineer. Promptly after such written notice, the Contractor shall resume prosecution of the work as provided in these specifications under section entitled Prosecution of Work.

8.06 Liquidated Damages. Time is an essential element of the contract, and it is important that the work be pressed vigorously to completion.

For each calendar day that any work shall remain uncompleted after the end of the contract period, the amount per calendar day specified in the bid form will be assessed, not as a penalty but as predetermined and agreed liquidated damages. The City will prepare and forward to the Contractor an invoice for such liquidated damages. The final payment will be withheld until payment shall have been made of this invoice.

Due account shall be taken of any adjustment of the contract period granted under the section of these specifications entitled Extension of Contract Period.

The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the contract.

8.07 Extension of Contract Period. An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the plans for the project
2. Delays caused by the City
3. Other reasons beyond the control of the Contractor which, in the City's judgment, would justify such extension.

No extension of contract period will be allowed for variations between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty percent (20%) of the contract quantities.

8.08 Abrogation. If the Contractor abandons, sublets, or assigns the work under this contract without the consent of the City, or if Contractor fails to give - personal attention to it, or if it is the Engineer's opinion, and is so certified in writing to the Contractor and the City, that the Contractor is violating any of the provisions of this contract or that Contractor is not prosecuting the work in good faith or at the rate of progress specified, or that Contractor has unnecessarily or unreasonably delayed or neglected the work or any part of it, written notice to that effect is to be given to the Contractor by the Engineer. After such notice, no materials or equipment shall be removed from the work. If, within five (5) days thereafter, the Contractor does not take steps, which in the judgment of the Engineer will insure the satisfactory completion of the work, then the City may declare this contract null and void and the security forfeited and may notify the Contractor in writing to discontinue the work or any part of it; thereupon ceasing the Contractor's right of possession of the ground and of all materials and equipment thereon. The City then, at

their option, may enter upon and take possession of the work with all materials, supplies, and equipment remaining thereon and by contract or otherwise, as the City may determine, may complete the work or the part of it designated and charge the expense thereof to the Contractor using any materials or equipment found on the site. The expense so charged, together with all damages incurred, will be deducted from any funds due or to become due under this contract and, should the unexpended balance of these funds be insufficient, the excess shall be at the cost of the Contractor and sureties on the Contractor's bond. Neither completion of a part of the work nor the extension for any reason of the time of the completion of the work is to be considered a waiver of this right to abrogate the contract for abandonment, delay, or unsatisfactory work.

8.09 Termination of Contractor's Responsibility. The contract shall be considered completed when the work has been accepted in writing by the City. Such acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirement set forth in Contractor's bond.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

9.01 Payments. Payments for estimated work completed will be made only on certificates of the Engineer at a regular City Council meeting.

The City, at its discretion, may include in such estimates payments for materials that will eventually be incorporated in the project, provided that such materials are suitably stored on the site of the project at the time of preparing estimates for payment. Such payment is to be based upon the estimated value thereof as ascertained by the Engineer. Such material when so paid for by the City shall not be removed from the project without consent of the City and, in case of default on the part of the Contractor; the City may use or cause to be used by others these materials in construction of the project.

The City will retain five percent (5%) of the estimated amount of work executed in an approved manner and of the approved materials and apparatus suitably stored on the site.

Payment of the retained five percent (5%) will be made within sixty (60) days after the formal approval and acceptance by the Engineer of all apparatus, materials, and work embraced in the contract.

9.02 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied
2. Claims filed or reasonable evidence indicating probable filing of claims
3. Failure of the Contractor to make payments properly to subcontractors or for materials or labor
4. A reasonable doubt that the contract can be completed for the balance then unpaid
5. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

9.03 Acceptance and Final Payment. If final inspection reveals that all details of the work have been completed satisfactorily, the Engineer shall tentatively accept the work, in writing, relieving the Contractor of further responsibility for the care and maintenance of the completed work and, provided that all equipment and materials have been removed from the right-of-way, shall also relieve the Contractor of further public liability. As soon as possible after tentative

acceptance of the work, the Engineer shall measure the completed work and compute the quantities of work for which payment is to be made. Before final settlement is made, the City shall be satisfied with the completed work. When the Engineer is satisfied that all items of the work have been found to be consistent with the terms of the contract and specifications, a final estimate including the retained percentage due the Contractor shall be released for payment. Release of the final estimate shall constitute final acceptance of the work.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Extra work - See these specifications under section entitled Extra Work.

9.04 Payment for Extra Work. The Contractor will receive and accept payment for work performed under the contract as follows:

1. Items of work performed which are covered by definite prices stipulated in the contract. For all items of work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract.

2. Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for at an agreed price. For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement, and have City Council approval, before such work is undertaken. This written agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

**Revised 1-25-2011**