



CONTRACT DOCUMENTS & SPECIFICATIONS

for

SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS

Bid Opening

Thursday, September 28, 2023 @ 2:00 pm
City of Grand Island, City Hall
100 East 1st Street
Grand Island, NE 68801

**ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
GRAND ISLAND, NEBRASKA**

SEPTEMBER 2023

**BIDDER CHECKLIST FOR
SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS
CITY OF GRAND ISLAND, NEBRASKA**

Bids must be received by the City Clerk before 2:00 p.m., (local time) on Thursday, September 28, 2023.

The following items must be completed for your bid to be considered.

- This completed bidder checklist form.
- A signed **original and one copy** of the bidding documents.
- Acknowledgment of Addendum(s), if any.
- Firm unit pricing; or lump sum pricing as applicable. (See bid Form)
- Acknowledgement that **PERFORMANCE BOND & PAYMENT BOND** are not required.

** If checked you will be claiming the individual pricing as listed on the Bid Form is proprietary information and should not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.*

Bidder Company Name

Date

Print – Name of Person Completing Bid

Signature

SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS

CITY OF GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND, NEBRASKA

TABLE OF CONTENTS

1. Bidder Checklist
2. Table of Contents
3. Advertisement to Bidders
4. Contractor's Bid
5. Instructions to Bidders
6. Insurance Requirements
7. Exempt Sales Certificate
8. Purchasing Agent Appointment
9. Contract Agreement
10. Division I - General Specifications
11. Division IA - Special Provisions

ADVERTISEMENT TO BIDDERS
for
SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS

for
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be **received at the office of the City Clerk**, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Thursday, September 28, 2023** for the **Snow Removal Operations- Downtown Parking Lots** for the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Bids shall be submitted on forms which will be furnished by the City OR bidding documents, plans, and specifications for use in preparing bids may be downloaded from the Quest CDN website, www.QuestCDN.com for a forty-two dollar (\$42) fee. Bids must be uploaded to the Quest CDN website and received before the specified time to be considered. Each bidder shall submit with their bid a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days, at the bid price, after acceptance by the City.

Please return one original and one copy of each bid sheet.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the City's insurance requirements, and supply performance and payment bonds. Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract to order.

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening bids.

TITLE VI: The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any

contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Plans and specifications for use in preparing bids may be obtained from the office of the City Engineer, Second Floor, City Hall, 100 East First Street, Grand Island, NE.

RaNae Edwards
City Clerk

CONTRACTOR'S BID

SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS

CITY OF GRAND ISLAND, NEBRASKA

CONTRACTOR'S BID

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

THE UNDERSIGNED BIDDER, having examined the specifications and other proposed contract documents, and all addenda thereto and being acquainted with and fully understanding (a) the extent and character of the work covered by this bid, (b) the location, arrangement, and specified requirements for the proposed work, (c) the location, character, and condition of existing streets, roads, highways, railroad, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the difficulties and hazards to the work, (e) local conditions relative to labor, transportation, hauling and rail delivery facilities, and (f) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plans, to perform all necessary labor and supervision to complete all work stipulated in, required by and in accordance with the contract documents and the specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following prices:

Bid shall be per snow occurrence and ONLY at the direction of the Public Works Director, or their designee.

<i>Parking Lot 1- Walnut Street and South Front Street (north side)</i>		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
<i>Loading/ Hauling</i>		
	\$ _____	per hour
<i>Deicing</i>		
	\$ _____	per pound

Parking Lot 2- Walnut Street and South Front Street (south side)		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound
Parking Lot 3- Locust Street and South Front Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound

Parking Lot 4- Pine Street and South Front Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound
Parking Lot 5- Pine Street and 3rd Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound

Parking Lot 6- Walnut Street and 2nd Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound
Parking Lot 8- Walnut Street and 1st Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound

Parking Lot 9- Wheeler Avenue and 1st Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound

Snow accumulation amount shall be based on the record kept by the National Weather Service and measured by the amount received at the Central Nebraska Regional Airport.

Bidder has the option to submit a bid for as many/few lots as desired, with the selected bid on each lot being the lowest responsible bid received; therefore multiple bidders may be awarded a contract for this work.

EXPERIENCE DATA:

Each bidder shall supply the following data on his experience:

Name of Bidder: _____

<u>Project Owner/Contact/Phone No.</u>	<u>Project Location</u>	<u>Completion Date</u>
--	-------------------------	------------------------

Additional Data: _____

INSURANCE: Bidder acknowledges that bid includes compliance with the attached insurance requirements.

ADDENDA:

Bidder acknowledges that the following Addendums were received and considered in Bid preparation.

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____

Exceptions shall be listed in the following blanks. If additional space is required for exception explanation, please reference and attach a letter to bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages _____

The undersigned bidder agrees to enter into a contract within fifteen (15) days after acceptance of bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements.

No work shall commence until the Certificate of Insurance is approved by the City and the contract is executed.

The proposed work can commence after the contract is signed and the required bond is approved. In submitting this bid it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn until after forty-five (45) days from bid opening.

In submitting this bid, the bidder states that bid fully complies with, and will continue to comply with, applicable State fair labor standards as required by section 73-102 RRS, 1943 and also complies with, and will continue to comply with, section 48-657 RRS, 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that they have not directly or indirectly induced or solicited any person, firm or corporation to refrain from bid, (c) that they have not sought, by collusion or otherwise, to obtain for themselves an advantage over any other bidder or over the City of Grand Island, and (d) that they have not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the bid specifications shall be listed below. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

DATED _____

SIGNATURE OF BIDDER:

If an Individual: _____ doing business

as _____

If a Partnership: _____

by _____, member of firm.

If a Corporation: _____

by _____ (Seal)
Title

BUSINESS ADDRESS OF BIDDER

TELEPHONE NUMBER OF BIDDER

FAX NUMBER OF BIDDER

EMAIL

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS

CITY OF GRAND ISLAND, NEBRASKA

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications of items that are non-compliant. Bidder must comply with all applicable Federal, State and Local rules and regulations.

SUBMISSION OF BIDS: All bids shall be submitted using the City's bid form. Bids shall **be addressed to the City Clerk** and plainly marked, "**BID FOR SNOW REMOVAL OPERATIONS-DOWNTOWN PARKING LOTS**".

INSURANCE COVERAGE: The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.

BASE BID: The bidder is expected to base their bids on materials and items complying fully with these specifications, and in the event the contractor names in the bid materials items which do not conform, they will be responsible for furnishing materials and items which fully conform at no change in the bid price. All bids shall remain in force for a forty-five (45) day period. ***Bid shall be per snow occurrence and ONLY at the direction of the Public Works Director, or their designee.***

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if they are a recognized manufacturer or supplier of materials and items similar to that specified herein with complete factory facilities in the United States and has had experience in the design and manufacture of items of equal or greater size than that specified herein. If requested, the Bidder shall supply experience data. Such data will be used to assist in determining the qualifications of the Bidder. Bidder must comply with all applicable Federal, State and Local rules and regulations.

GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract to order.

TAXES: The City of Grand Island is exempt from paying local City and State Sales Tax for materials incorporated into the work. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

REQUESTS FOR PAYMENT: The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten (10) working days prior to the designated meeting to allow proper review and consideration. Progress Payments will be permitted during the project, so long as work is being done to the City's satisfaction unless otherwise stated in bidding documents.

REQUEST FOR INTERPRETATION: If any person, contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, they may submit to the Purchasing Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum only issued and/or delivered to each person receiving a set of such documents. The addenda upon closing shall become a part of the Contract. The Purchasing Department will not be responsible for any other explanation or interpretation of the proposed documents.

TERM OF CONTRACT: The contract shall take effect after Council approval, approximately on October 11, 2023. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2024. The City will have the option to renew the contract on an annual basis for a five (5) year period, at which time bids will be solicited. The contract will be automatically extended by one year with the same terms, conditions, and price unless terminated by service or notice of termination by either party on or before July 31st of any year this agreement continues in full force and effect.

CLEANING UP: Contractor shall maintain a clean and safe work area while on site.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and shall become a part of the specifications. Addendums issued before the date of the letting will be sent to all bidders. One signed copy is to be returned immediately to the Purchasing Department (or other department if so designated in the Addendum) as acknowledgment of receipt.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids. Bidders may modify or withdraw bids by Fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any Fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly-executed document confirming the Fax modification shall be submitted within three days after bids are opened.

BID DATA: Bidders shall submit bid data, if required, on items offered in the Bid by **furnishing one original and one copy of the completed Contractor's Bid form**. The bid sheets shall be filled out legibly in ink to permit reproduction.

FINANCIAL STATEMENT: The bidder shall furnish, upon request, a complete financial statement signed by the bidder, if an individual, by all partners if the bidder is a partnership and, by the President or Secretary, if the bidder is a corporation.

DRUG FREE WORKPLACE POLICY: Bidders shall furnish, upon request, a copy of their Drug Free workplace Policy.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

LOCAL CONDITIONS: Each bidder shall have an authorized representative visit the site of the work and thoroughly inform them of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of uninterrupted operation; the availability and cost of labor and facilities for transportation, handling, and storage of materials and equipment.

TILE VI: The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. No claims for financial adjustment to any Contract awarded for the work under these Specifications and documents will be permitted by the City, which are based on lack of such prior information, or its effect on the cost of the work.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked "FOR ENGINEERING DEPARTMENT" and sent through:

City of Grand Island
Public Works Department/Engineering Division
P.O. Box 1968
Grand Island, NE 68802-1968
(308) 385-5455
Attn: Catrina DeLosh

LOCAL BIDDER PREFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:

1. To those bidders who manufacture their products within the limits of the City of Grand Island.
2. To those bidders who manufacture their products within the limits of the County of Hall.
3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
7. To those bidders whose commodities are manufactured, mined, produced, or grown within the State of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less than the other bids received.
8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better, and delivered price is the same or less than the other bids received.

INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS

CITY OF GRAND ISLAND, NEBRASKA

You are urged to include in your bid compliance with the City's minimum insurance requirements; however, any non-compliance must be detailed in the Exceptions Section of the bid. Compliance with the specified OCP coverage is mandatory.

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder 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. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers 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 Bidder, Bidder'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
---------------------------------	----------------------------------

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 Bidder 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 Bidder 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 Bidder or subcontractor.

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

The Bidder 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 bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder 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.**

EXEMPT SALE CERTIFICATE

TAX FORM 13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name			Name		
Legal Name					
Street Address (Do not use PO Box)			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

Check Type of Certificate

- Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.
- Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

- Check One** Purchase for Resale (Complete Section A.) Exempt Purchase (Complete Section B.) Contractor (Complete Section C.)

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of _____
Description of Product or Service Sold, Leased, or Rented

My Nebraska Sales Tax Permit Number is 01-_____.

If none, state the reason _____.

or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (insert appropriate number for the category of exemption described on the reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Items Purchased	Intended Use of Items Purchased
--------------------------------	---------------------------------

If exemption category 3 or 4 is claimed, enter your Nebraska Exemption Certificate number. 05-_____
Do **not** enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was item depreciable? <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------	------------------------------------	--	---

Section C—For Contractors Only

1. Purchase of building materials or fixtures.

- As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax Permit Number is: _____.

2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of _____
(exempt entity)

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here ▶

Authorized Signature _____ Title _____ Date _____

Stacy R. Nonhof

Authorized Signature Name (please print)

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.

Sellers cannot accept incomplete certificates.

revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

Who May Issue a Resale Certificate. Form 13, Section A, is issued by persons or organizations making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may only be issued by governmental units and persons or organizations that are exempt from paying Nebraska sales and use tax. Nonprofit organizations that are exempt from paying sales and use tax are listed in the [Nebraska Sales Tax Exemption Chart](#).

Enter the appropriate number from the "Categories of Exemption" in the space provided that properly reflects the basis for your exemption. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

Contractors. To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1.

To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) for additional information.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes (see [Reg-1-012, Exemptions](#)). Do not send Forms 13 to the Nebraska Department of Revenue.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser, and reason for the exemption; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or

their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Categories of Exemption

1. Governmental agencies identified in [Reg-1-012, Exemptions](#); [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. For construction projects for federal agencies, see [Reg-1-017, Contractors](#).

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as stated in paragraph 012.02D of [Reg-1-012, Exemptions](#). See [Nebraska Sales Tax Exemption Chart](#). Complete the description of the item purchased and the intended use on the front of Form 13.

Beginning October 1, 2014, sales of repair and replacement parts for agricultural machinery and equipment used in commercial agriculture are exempt from sales and use taxes. When claiming this exemption, please enter "commercial agriculture" on the **Intended Use of Items Purchased** line.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization Certificate of Exemption. [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Nebraska state exemption ID number. This exemption number must be entered in Section B of Form 13.

Nonprofit **health care organizations** that hold a certificate of exemption are exempt for purchases of items for use at their facility, or portion of the facility, covered by the license issued under the Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable.

4. Purchases of common or contract carrier motor vehicles, trailers, and semitrailers; accessories that physically become part of a common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption number must be entered in Section B of the Form 13.
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the exemption certificate to the purchaser.

**PURCHASING AGENT
APPOINTMENT**

TAX FORM 17

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT

Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date (see Instructions)		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Identify Project					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY

Name and Address of Subcontractor			Delegation Information		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most

nonprofit organizations are NOT exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to [Contractor Information](#) on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT**

issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase “upon completion” or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior “effective” and “expiration” dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR’S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor’s purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a [Nebraska Resale or Exempt Sale Certificate, Form 13](#), with Section C,

Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor’s and contractor’s records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a [Claim for Overpayment of Sales and Use Tax, Form 7](#), and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

AUTHORIZED SIGNATURE. The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor’s authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between _____, hereinafter called the Contractor and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Snow Removal Operations- Downtown Parking Lots**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder complying with Chapter 73, Revised Statutes of Nebraska, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, or themselves, and its, theirs, or their successors, as follows:

ARTICLE I. That the contractor shall (a) furnish all tools equipment, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications Form, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. In consideration of the Contractor performing the provisions of this contract, the City agrees to pay for labor and equipment as follows:

<i>Parking Lot 1- Walnut Street and South Front Street (north side)</i>		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
<i>Loading/ Hauling</i>		
	\$ _____	per hour
<i>Deicing</i>		
	\$ _____	per pound

Parking Lot 2- Walnut Street and South Front Street (south side)		
<3" snow	\$	per occurrence
3.1-6"	\$	per occurrence
6.1-9"	\$	per occurrence
9.1-12"	\$	per occurrence
>12"	\$	per occurrence
Loading/ Hauling		
	\$	per hour
Deicing		
	\$	per pound
Parking Lot 3- Locust Street and South Front Street		
<3" snow	\$	per occurrence
3.1-6"	\$	per occurrence
6.1-9"	\$	per occurrence
9.1-12"	\$	per occurrence
>12"	\$	per occurrence
Loading/ Hauling		
	\$	per hour
Deicing		
	\$	per pound

Parking Lot 4- Pine Street and South Front Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound
Parking Lot 5- Pine Street and 3rd Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound

Parking Lot 6- Walnut Street and 2nd Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound
Parking Lot 8- Walnut Street and 1st Street		
<3" snow	\$ _____	per occurrence
3.1-6"	\$ _____	per occurrence
6.1-9"	\$ _____	per occurrence
9.1-12"	\$ _____	per occurrence
>12"	\$ _____	per occurrence
Loading/ Hauling		
	\$ _____	per hour
Deicing		
	\$ _____	per pound

Parking Lot 9- Wheeler Avenue and 1st Street		
<3" snow	\$	per occurrence
3.1-6"	\$	per occurrence
6.1-9"	\$	per occurrence
9.1-12"	\$	per occurrence
>12"	\$	per occurrence
Loading/ Hauling		
	\$	per hour
Deicing		
	\$	per pound

Payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. **Payment shall be based per snow occurrence ONLY at the direction of the Public Works Director, or their designee.**

ARTICLE IV. There will be no need for materials or supplies to be incorporated into this particular work for the City.

ARTICLE V. The term of this agreement shall be from the date of the last party signing the contract to October 11, 2023. The City will have the option to renew the agreement on an annual basis for a five (5) year period, at which time bids will be solicited. The agreement shall be automatically extended in one year increments upon the same terms and conditions unless terminated by service of notice of termination by either party on or before July 31st of any year this agreement continues in full force and effect.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by 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. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable Local, State and Federal rules and regulations.

ARTICLE VII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VIII. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IX. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XII. FAIR EMPLOYMENT PRACTICES: Each bidder agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, gender or political affiliation.

ARTICLE XII. LB 403: Every public contractor and their subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor

By _____ Date _____

Title _____

By _____ Date _____

Mayor

Attest _____

City Clerk

The contract is in due form according to law and hereby approved.

_____ Date _____

Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

DIVISION I

GENERAL SPECIFICATIONS

**APPLICABLE TO ALL
CONSTRUCTION CONTRACTS**

**DIVISION I
GENERAL SPECIFICATIONS**

C O N T E N T S

Section	Description
1	DEFINITIONS OF WORDS AND TERMS
1.01	Abbreviations
1.02	Advertisement
1.03	Award
1.04	Backslope
1.05	Bidder
1.06	Calendar Day
1.07	Change Order
1.08	City
1.09	Contract
1.10	Contract or Performance Bond
1.11	Contract Item
1.12	Contract Period
1.13	Contractor
1.14	Cul-de-sac Street
1.15	Culvert
1.16	Easement (Right-of-way)
1.17	Employee
1.18	Engineer
1.19	Extra Work
1.20	Holidays
1.21	Inspector
1.22	Laboratory
1.23	Notice to Bidders
1.24	Plans
1.25	Project
1.26	Bid
1.27	Bid Form
1.28	Bid Guarantee
1.29	Right-of-way
1.30	Special Provisions
1.31	Specifications
1.32	Subcontractor
1.33	Superintendent
1.34	Supplemental Agreements
1.35	Supplemental Specifications
1.36	Surety
1.37	Work
1.38	Working Day
1.39	Working Drawings
1.40	Work Order
1.41	Completion of the Work and Formal Acceptance by the City
1.42	Final Acceptance of the Work

Revised 1-25-2011

Section	Description
2	BID REQUIREMENTS AND CONDITIONS
2.01	Contents of Bid Forms
2.02	Interpretation of Quantities in Bid Forms
2.03	Examination of Plans, Specifications, Special Provisions and Site of Work
2.04	Preparation of Bid
2.05	Statement of Bidder's Plant and Financial Conditions
2.06	Certified, Check, Cashier's Check, or Bid Bond
2.07	Filing of Bid
2.08	Withdrawal of Bid
2.09	Public Opening of Bids
2.10	Material Guarantee
3	AWARD AND EXECUTION OF THE CONTRACT
3.01	Consideration of Bids
3.02	Award of Contract
3.03	Cancellation of Award
3.04	Return of Bid Guarantee
3.05	Performance Bond
3.06	Contract Documents
	Revised 1-25-2011
3.07	Failure to Execute Contract
4	SCOPE OF WORK
4.01	Intent of Plans and Specifications
4.02	Special Work
4.03	Increased or Decreased Quantities of Work
	Revised 1-25-2011
4.04	Extra Work
4.05	Maintenance of Detours
4.06	Temporary Traffic Control
	Revised 1-25-2011
4.07	Maintenance of Traffic
4.08	Street Closing
4.09	Miscellaneous Removal Items
4.10	Removal and Replacement of Property Stakes
4.11	Removal and Disposal of Structures and Obstructions
4.12	Rights In and Use of Materials Found on the Right-of-Way
4.13	Construction and Demolition Debris
4.14	Final Cleaning Up
4.15	Right-of-way
4.16	Railroad Crossings
4.17	Safety and Health Regulations for Constructions
5	CONTROL OF WORK
5.01	Authority of Engineer
5.02	Plans and Working Drawings
5.03	Alteration of Plans or of Character of Work
5.04	Coordination of Plans, Specifications, Special Provisions, and Supplemental Specifications
5.05	Cooperation of Contractor

Section	Description
5.06	Surveys
5.07	Authority and Duties of Inspector
5.08	Inspection of Work
5.09	Removal of Defective Work
5.10	Final Inspection
6	CONTROL OF MATERIALS
6.01	Source of Supply and Quality Requirements
6.02	Methods of Sampling and Testing, and Cited Specifications
6.03	Storage of Materials
6.04	Unacceptable Materials
6.05	Guarantee
6.06	"Or Equal" Clause
7	LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
7.01	Laws to be Observed
7.02	State and City Fair Labor Standards
7.03	Anti-discrimination
7.04	Permits
7.05	Patents
7.06	Restoration of Surface Opened by Permit
7.07	Safety, Health, and Sanitation
7.08	Barricades and Warning Signs
7.09	Use of Explosives
7.10	Claims for Labor and Materials
7.11	Contractor's Insurance
7.12	Proof of Carriage of Insurance
7.13	Contractor's Responsibility for Utility Property and Services
7.14	No Waiver of Legal Rights
7.15	Exposure of Pipe or Manholes
8	PROSECUTION AND PROGRESS
8.01	Subletting or Assigning of Contract
8.02	Prosecution of Work
8.03	Limitations of Operations
8.04	Methods and Equipment
8.05	Temporary Suspension of Work
8.06	Liquidated Damages
8.07	Extension of Contract Period
8.08	Abrogation
8.09	Termination of Contractor's Responsibility
9	MEASUREMENT AND PAYMENT
9.01	Payments
9.02	Payments Withheld
9.03	Acceptance and Final Payment
9.04	Payment for Extra Work

**DIVISION I
GENERAL SPECIFICATIONS**

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.

Revised 1-25-2011

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

Revised 1-25-2011

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.

Revised 1-25-2011

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.

Revised 1-25-2011

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 1/2" margin on all sides except the left which shall be 2". The margin lines shall measure 21"x33 1/2". 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
---------------------------------	---------------------------------

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

SPECIFICATIONS

SPECIFICATIONS

SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS

CITY OF GRAND ISLAND, NEBRASKA

- A. SCOPE OF WORK: The Contractor agrees to furnish equipment and labor for snow removal operations (plow, haul and other related work) as requested by the the City. Equipment shall mean adequate snow removal equipment to clean the drives, parking lots, and sidewalks of snow. Labor shall mean adequate personnel to operate the equipment on an “around the clock” basis, all days of the week. Specifically:
- Contractor shall provide equipment and labor to remove snow from all drives and parking lots and pile snow in the lots as directed by the City. The City will advise the contractor if it is necessary to haul any snow away from the lots. The snow will be hauled to the existing city snow pile area at 2930 E Bismark Road. The contractor will be required to coordinate any snow hauling with the City crews hauling snow to avoid conflicts. The contractor may be required to pile snow at the dump site. Loading, hauling, and piling will be paid for by the hour of loader and truck time used.
 - The areas that shall be removed of snow by the contractor include:
 - Downtown Parking Lots -
 - Parking Lot 1- Walnut Strret and South Front Street (north side)
 - Parking Lot 2- Walnut Street and South Front Street (south side)
 - Parking Lot 3- Locust Street and South Front Street
 - Parking Lot 4- Pine Street and South Front Street
 - Parking Lot 5- Pine Street and 3rd Street
 - Parking Lot 6- Walnut Street and 2nd Street
 - Parking Lot 8- Walnut Street and 1st Street
 - Parking Lot 9- Wheeler Avenue and 1st Street
 - Snow accumulation amount shall be based on the record kept by the National Weather Service and measured by the amount received at the Central Nebraska Regional Airport.
- B. EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the items offered do not meet these specifications. Such exceptions as are made shall be listed by page number and shall be marked in ink on the pages of these specifications and submitted with the bid. If additional space is required for exception explanation, please reference and attach a letter to bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.
- C. SUBMISSION OF BIDS: All bids shall be submitted using the City’s bid form. Bids shall **be addressed to the City Clerk** and plainly marked, “**BID FOR SNOW REMOVAL OPERATIONS- DOWNTOWN PARKING LOTS**”.
- D. INSURANCE COVERAGE: The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor’s operations under the Contract Documents, whether such operations be by Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.
- E. INSURANCE: The Contractor shall furnish the required Certificate of Insurance and enter into contract within fifteen (15) days after acceptance of this bid. The City’s Insurance Requirements are attached and made part of the bid documents by mention herein.

- F. TAXES: The Exempt Sales Certificate and Purchasing Agreement form do not apply to this work since it is all labor & equipment with no materials being incorporated.
- G. REQUESTS FOR PAYMENT: The City of Grand Island will make payments for satisfactory work only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten working days prior to the designated meeting to allow proper review and consideration. Payment for services shall be based on actual time worked. The Contractor shall keep a log of time worked to include starting time and ending time when providing services.
- H. TIME OF COMPLETION: Because time is of the essence in snow removal operations, the Contractor shall be capable of quickly mobilizing its labor and equipment.
1. All downtown parking areas under this contract shall be cleared within twelve (12) hours after the cessation of any storm or snow fall or by twelve (12) noon should cessation of any storm or snow fall occur during the night time hours.
- I. FUEL COST ADJUSTMENT: Snow removal work in parking lots is an equipment intensive operation where the cost can be significantly impacted by fluctuations in fuel costs. If the City or the Contractor believe fuel prices have changed significantly since the bid opening, the procedure used to compensate the Contractor shall follow the Fuel Cost Adjustment procedures as allowed in the most current edition of the State of Nebraska Department of Roads Standard Specifications.
- J. DRUG FREE WORKPLACE POLICY: Bidders shall furnish, upon request, a copy of their Drug Free workplace Policy.
- K. IMMIGRATION VERIFICATION SERVICE: Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- L. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.
- M. FAIR LABOR STANDARDS AND UNEMPLOYMENT COMPENSATION FUND: The Contractor covenants and agrees to comply with the provisions of Section 73-102 and 48-657, Revised Statutes of Nebraska, pertaining to "Fair Labor Standards" and "Unemployment Compensation Fund" of the State of Nebraska.
- N. LAWS AND ORDINANCES: The Contractor agrees at all times to observe and comply with all national, state and local laws and ordinances and regulations and to save harmless the City, it's officers and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, or regulation.
- O. LOCAL BIDDER REFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:
1. To those bidders who manufacture their products within the limits of the City of Grand Island.
 2. To those bidders who manufacture their products within the limits of the County of Hall.

3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
 4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
 5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
 6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
 7. To those bidders whose commodities are manufactured, mined, produced, or grown within the State of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less than the other bids received.
 8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better, and delivered price is the same or less than the other bids received.
- Q. UNAUTHORIZED USE OF CITY PROPERTY: The Contractor shall not use any City owned equipment for any purpose unrelated to the performance of Contractor's duties under the contract for snow removal operations.
- R. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any toher advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- S. TERM OF CONTRACT: The contract shall take effect after Council approval, approximately on October 11, 2023. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2019. The City will have the option to renew the contract on an annual basis for a five (5) year period, at which time bids will be solicited. The contract will be automatically extended by one year with the same terms, conditions, and price unless terminated by service or notice of termination by either party on or before July 31st of any year this agreement continues in full force and effect.
- T. TERMINATION: The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.