# City of Grand Island, Nebraska North Interceptor – Phase 1 City Project 2012-S-6 B&V PN 175144

#### **ADDENDUM NO. 1**

April 12, 2013

#### A. SCOPE

This Addendum No. 1 consists of pages AD1-1 through AD1-4 and attachments. This Addendum covers clarifications, additions, or changes to the specifications and drawings previously issued. The following attachments are included as part of this Addendum:

- Section 00400 Unit Price Schedule
- Section 00400 Unit Price Schedule Bid Alternative A
- Section 00400 Unit Price Schedule Bid Alternative B
- Section 00400 Unit Price Schedule Bid Alternative C
- Section 00400 Unit Price Schedule Bid Alternative D
- Section 00400 Unit Price Schedule Bid Alternative E
- Section 00400 Unit Price Schedule Bid Alternative F
- Appendix G Union Pacific Railroad Pipeline Crossing Agreement

Attachments included with this addendum that are not to be considered part of the Contract Documents and are solely for the bidder's information include the following:

- Pre-Bid Meeting Minutes with Attendance Sheet
- Plan Holders List

#### B. <u>SPECIFICATIONS</u>

1. SECTION 00020	– INVITA	ation	I TO BID.
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Page 1, Second Qualification Bullet. Delete 'sanitary sewer'.

Page 1, Third Qualification Bullet. Delete 'sanitary sewer'.

<u>Page 2, Fifth Qualification Bullet.</u> Add "Proof of EMR shall be submitted on Contractor's Insurance Company's letterhead. If Contractor does work in multiple states, EMR shall be an averaged EMR for the company as a whole".

(Grand Island, Nebraska	)	AD1	04/12/2013
(North Interceptor – Phase 1	)	-1-	
(B&V Project No. 175144	)		

2.	SECTION 00100 -	INSTRUCTIONS	TO BIDDERS
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- Page 1, Second Qualification Bullet. Delete 'sanitary sewer'.
- <u>Page 1, Third Qualification Bullet</u>. Delete 'sanitary sewer'.
- <u>Page 2, Fifth Qualification Bullet.</u> Add "Proof of EMR shall be submitted on Contractor's Insurance Company's letterhead. If Contractor does work in multiple states, EMR shall be an averaged EMR for the company as a whole".
- 3. <u>SECTION 00400 BID FORM</u>. Replace Unit Price Schedules for Base Bid and Bid Alternatives A through F with the Unit Price Schedules included as attachments to this Addendum. For reference, the following changes have been made:
  - Page 4, Unit Price Schedule. Changed Quantity of Item 2.1 from "867" to "163".
  - <u>Page 4, Unit Price Schedule.</u> Changed Item Description 2.8 from"27-Inch Sanitary Sewer (PS 72 FRPM)" to "NOT USED". Deleted Quantity "131" and Unit "L.F."
  - Page 7, Unit Price Schedule Alternative A. Changed Quantity of Item 2.1 from "867" to "163".
  - <u>Page 7, Unit Price Schedule Alternative A.</u> Changed Item Description 2.8 from 27-Inch Sanitary Sewer (PS 72 FRPM)" to "NOT USED". Deleted Quantity "131" and Unit "L.F."
  - <u>Page 10, Unit Price Schedule Alternative B.</u> Changed Quantity of Item 2.1 from "867" to "163".
  - <u>Page 10, Unit Price Schedule Alternative B.</u> Changed Item Description 2.8 from 27-Inch Sanitary Sewer (PS 72 FRPM)" to "NOT USED". Deleted Quantity "131" and Unit "L.F."
  - <u>Page 13, Unit Price Schedule Alternative C.</u> Changed Quantity of Item 2.1 from "867" to "163".
  - <u>Page 13, Unit Price Schedule Alternative C.</u> Changed Item Description 2.8 from 27-Inch Sanitary Sewer (PS 72 FRPM)" to "NOT USED". Deleted Quantity "131" and Unit "L.F."
  - <u>Page 16, Unit Price Schedule Alternative D.</u> Changed Quantity of Item 2.1 from "867" to "163".
  - <u>Page 16, Unit Price Schedule Alternative D.</u> Changed Item Description 2.8 from"27-Inch Sanitary Sewer (PS 72 FRPM)" to "NOT USED". Deleted Quantity "131" and Unit "L.F."
  - Page 19, Unit Price Schedule Alternative E. Changed Quantity of Item 2.1 from "867"

(Grand Island, Nebraska	)	AD1	04/12/2013
(North Interceptor – Phase 1	)	-2-	
(B&V Project No. 175144	)		

to "163".

<u>Page 19, Unit Price Schedule – Alternative E.</u> Changed Item Description 2.8 from"27-Inch Sanitary Sewer (PS 72 FRPM)" to "NOT USED". Deleted Quantity "131" and Unit "L.F."

<u>Page 22, Unit Price Schedule – Alternative F.</u> Changed Quantity of Item 2.1 from "867" to "163".

<u>Page 22, Unit Price Schedule – Alternative F.</u> Changed Item Description 2.8 from 27-Inch Sanitary Sewer (PS 72 FRPM)" to "NOT USED". Deleted Quantity "131" and Unit "L.F."

#### 4. SECTION 01025 – MEASUREMENT AND PAYMENT.

<u>Page 3, Paragraph 6.05, Item 2.5 - 8-Inch Diameter Sanitary Sewer (Solid Wall SDR 35 Polyvinyl Chloride (PVC) Pipe.</u> In the second paragraph, delete "24-Inch" and replace with "8-Inch".

<u>Page 4, Paragraph 6.08, Item 2.8 – 27-Inch Diameter Sanitary Sewer (PS 72) Fiberglass</u>
<u>Reingorced Polymer Mortar (FRPM) Pipe.</u> Delete Item 2.8 in its entirety and replace with "NOT USED".

Page 6, Paragraph 6.17, Item 2.17 – 10-Inch Diameter Sanitary Sewer Stub at Bosselman Carriers, Inc. Property. Delete the last sentence that reads "This item shall also include on 10-inch by 4-inch diameter wye fitting on the stub to allow for a future service connection" and replace with "This item shall include all 10-inch pipe west of Manhole MH-17A, a 10-inch x 6-inch wye, and 35 feet of 6-inch PVC pipe".

<u>Page 6, Paragraph 7.01, Item 3.1-3.2 – Microtunnel for Union Pacific Railroad and US Highway 30 Crossings.</u> Delete the two paragraphs in their entirety and replace with:

"Microtunneling will be measured for payment horizontally along the longitudinal center line of the casing pipe, from end to end. The unit price bid for each microtunnel crossing shall include all Work required to install the casing pipe utilizing microtunneling, including excavation and backfilling for jacking and receiving shafts/pits, shoring, dewatering for shafts/pits, complying with permit requirements, geotechnical instrumentation, settlement monitoring, installation of monitoring points, installation of the carrier pipe, and placement of grout fill. Casing pipe (60-inch steel) and carrier pipe (42-Inch FRPM, PS 72) materials are also included in this unit price, as well as casing insulators or skids, jointing materials, grout, and any other appurtenances required to do the Work."

<u>Page 7, Paragraph 7.02, Item 3.3 – Microtunneling in E. 7<sup>th</sup> Street.</u> Delete the two paragraphs in their entirety and replace with:

(Grand Island, Nebraska	)	AD1	04/12/2013
(North Interceptor - Phase 1	)	-3-	
(B&V Project No. 175144	)		

"Microtunneling will be measured for payment horizontally along the longitudinal center line of the direct jack 27-inch FRPM pipe (PS 72) from MH-24A to MH-25A. The unit price bid for the microtunnel shall include all Work required to install the 27-inch interceptor utilizing microtunneling, including excavation and backfilling for jacking and receiving shafts/pits, shoring, dewatering for shafts/pits, complying with permit requirements, geotechnical instrumentation, settlement monitoring, and installation of monitoring points. The unit price bid shall also include the cost of the direct jack 27-inch FRPM (PS 72) material, as well as jointing materials and any other appurtenances required to do the Work. Casing pipe is not required, but can be installed at Contractor's option."

5. <u>APPENDIX G – UNION PACIFIC RAILROAD PIPELINE CROSSING AGREEMENT.</u>

<u>Union Pacific Railroad Pipeline Crossing Agreement.</u> Delete the Agreement in its entirety and replace with the Agreement included as an attachment to this Addendum No. 1.

#### C. DRAWINGS

1. <u>Drawing D-1, Sheet 1 of 53</u>. Add the following to Sanitary Sewer Note 17:

"Tracer wire shall be #14 gage copper clad steel wire with green high molecular weight polyethylene insulation as manufactured by Copperhead Industries, or equal. Tracer wire test stations shall be Bingham and Taylor Model P306, or equal, and shall have "Test" on the cover."

#### **D. CLARIFICATIONS**

1. Bidders must complete the "Base Bid" Unit Price Schedule to be considered responsive. Bidders are encouraged to bid all Alternates, but will not be considered unresponsive if they do not. Bidders must write "No Bid" across the first page of an Alternate Unit Price Schedule if they do not wish to bid that Alternate.

Acknowledge receipt and acceptance of this addendum in the appropriate space on the Bid Form.

(Grand Island, Nebraska	)	AD1	04/12/2013
(North Interceptor – Phase 1	)	-4-	
(B&V Project No. 175144	)		

# **ATTACHMENT 1**

# **Unit Price Schedule**

Unit Price Schedule - Alternative A

Unit Price Schedule - Alternative B

Unit Price Schedule - Alternative C

Unit Price Schedule - Alternative D

Unit Price Schedule - Alternative E

Unit Price Schedule – Alternative F

UNIT PRICE SCHEDULE					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	163	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 Closed Profile Wall PVC)	7,051	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	NOT USED				
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 <sup>th</sup> St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
2.0	Microtuppoling				
3.0	Microtunneling	EOF	1 -		
3.1	Union Pacific Railroad	525	L.F. L.F.		
3.2	US Highway 30	185	-		
3.3	E. 7 <sup>th</sup> Street	131	L.F.		
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(Grand Island, Nebraska	)	00400
North Interceptor – Phase 1	)	-4-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

UNIT PRICE SCHEDULE					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop (concrete)	1	Each		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
<b>5.0</b> 5.1	Trench Conditions  Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		

(Grand Island, Nebraska	)	00400
North Interceptor – Phase 1	)	-5-
City PN 2012-S-6	)	
(R&\/ DN 1751//	ì	

	UNIT PRICE SCHEDULE					
	Item Description	Quantity	Unit	Unit Cost	Total Cost	
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.			
5.8	Imported backfill	50	Tons			
5.9	Groundwater Barriers	58	Each			
6.0	Miscellaneous Construction					
6.1	Sidewalk Removal and Replacement	150	L.F.			
6.2	Miscellaneous Concrete	100	C.Y.			
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.			
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.			
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.			
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.			
6.7	Traffic Control	1	L.S.			
6.8	Bypass Pumping	1	L.S.			
6.9	Union Pacific Railroad Flagman	1	L.S.			
7.0	Property Rehabilitation					
7.1	Lawn Seed Application	1	Acre			
7.2	Pasture Seed Application	1	Acre			
7.3	Gravel Driveway Reclamation	100	S.Y.			
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.			
7.5	Tree Replacement	1	L.S.			
8.0	As-Builts					
8.1	Survey	1	L.S.			
				TOTAL BID		

	UNIT PRICE SO	CHEDULE -	BID ALTE	ERNATIVE A	
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	163	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 FRPM)	7,051	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	NOT USED				
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	9	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 <sup>th</sup> St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		
3.2	US Highway 30	185	L.F.		
3.3	E. 7 <sup>th</sup> Street	131	L.F.		
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(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-7-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE SCHEDULE – BID ALTERNATIVE A					
	Item Description	Quantity	Unit	Unit Cost	Total Cost	
4.0	Manholes					
4.1	4 feet diameter (concrete)	6	Each			
4.2	5 feet diameter (concrete)	3	Each			
4.5	12 feet diameter (concrete)	1	Each			
4.13	Tee-base manhole manhole with riser and cone (FRPM)	23	Each			
4.14	Outside drop tee-base manhole manhole with riser and cone (FRPM)	2	Each			
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.			
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.			
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.			
4.15	Tee-base manhole with riser and cone (standard and cone) additional depth (FRPM)	80	V.F.			
4.16	Manhole Removal and Disposal	9	Each			
4.17	Abandon Manholes in Place	1	Each			
4.18	Connection to Exist Manholes	2	Each			
4.19	Junction Box at Sta 10+00	1	L.S.			
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.			
5.0	Trench Conditions					
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.			
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.			
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.			
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.			
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.			
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.			
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.			
5.8	Imported backfill	50	Tons			
5.9	Groundwater Barriers	58	Each			

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-8-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE SCHEDULE – BID ALTERNATIVE A					
	Item Description	Quantity	Unit	Unit Cost	Total Cost	
6.0	Miscellaneous Construction					
6.1	Sidewalk Removal and Replacement	150	L.F.			
6.2	Miscellaneous Concrete	100	C.Y.			
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.			
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.			
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.			
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.			
6.7	Traffic Control	1	L.S.			
6.8	Bypass Pumping	1	L.S.			
6.9	Union Pacific Railroad Flagman	1	L.S.			
7.0	Property Rehabilitation					
7.1	Lawn Seed Application	1	Acre			
7.2	Pasture Seed Application	1	Acre			
7.3	Gravel Driveway Reclamation	100	S.Y.			
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.			
7.5	Tree Replacement	1	L.S.			
8.0	As-Builts					
8.1	Survey	1	L.S.			
				TOTAL BID		

00400

-9-

	UNIT PRICE	SCHEDULE	– ALTER	NATIVE B	
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	163	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 FRPM)	7,051	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	NOT USED				
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 <sup>th</sup> St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		
3.1	US Highway 30	185	L.F.		
3.3	E. 7 <sup>th</sup> Street	131	L.F.		
5.5	L. / Oliber	101	L.I.		

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-10-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

UNIT PRICE SCHEDULE – ALTERNATIVE B					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
4.0	Manholes	-			
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop (concrete)	1	Each		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	6 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		

(Grand Island, Nebraska	)	00400
North Interceptor – Phase 1	)	-11-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

UNIT PRICE SCHEDULE – ALTERNATIVE B					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction Sidewalk Removal and				
6.1	Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-12-
(City PN 2012-S-6	)	
(R&V/ PN 175144	í	

	UNIT PRICE	SCHEDULE	E – ALTER	NATIVE C	
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	163	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 Closed Profile Wall PVC)	2,823	L.F.		
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (PS 46 Closed Profile Wall PVC)	4,228	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	NOT USED				
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 <sup>th</sup> St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-13-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

Item Description  Highway 30  The Street  Tholes  Let diameter (concrete)  Let diameter outside drop  Let diameter outside drop  Let diameter manhole	9 Quantity 185 131 6 3 17 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Unit L.F. L.F. Each Each Each Each Each V.F.	Unit Cost	Total Cost
nholes  et diameter (concrete)  et diameter (concrete)  et diameter (concrete)  eet diameter (concrete)  feet diameter (concrete)  feet diameter (concrete)  eet diameter outside drop  ncrete)  eet diameter outside drop  ncrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional	131 6 3 17 5 1 1 1 50	Each Each Each Each Each Each V.F.		
nholes  et diameter (concrete)  et diameter (concrete)  et diameter (concrete)  eet diameter (concrete)  feet diameter (concrete)  feet diameter (concrete)  eet diameter outside drop  ncrete)  eet diameter outside drop  ncrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional	6 3 17 5 1 1 1 50	Each Each Each Each Each Each V.F.		
nholes  et diameter (concrete)  et diameter (concrete)  et diameter (concrete)  eet diameter (concrete)  eet diameter (concrete)  eet diameter outside drop  ncrete)  eet diameter outside drop  ncrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional  th (concrete)  et diameter manhole  ndard and drop) additional	3 17 5 1 1 1 50	Each Each Each Each Each V.F.		
et diameter (concrete) et diameter (concrete) et diameter (concrete) feet diameter (concrete) feet diameter (concrete) feet diameter outside drop forcete) feet diameter outside drop forcete) feet diameter manhole forcete) feet diameter manhole forcete) feet diameter manhole forcete) forcete diameter manhole forcete diam	3 17 5 1 1 1 50	Each Each Each Each Each V.F.		
et diameter (concrete) et diameter (concrete) eet diameter (concrete) eet diameter (concrete) eet diameter outside drop ncrete) eet diameter outside drop ncrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional	3 17 5 1 1 1 50	Each Each Each Each Each V.F.		
et diameter (concrete) et diameter (concrete) eet diameter (concrete) eet diameter (concrete) eet diameter outside drop ncrete) eet diameter outside drop ncrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional	3 17 5 1 1 1 50	Each Each Each Each Each V.F.		
et diameter (concrete) feet diameter (concrete) feet diameter (concrete) feet diameter outside drop feet diameter outside drop feet diameter outside drop feet diameter manhole findard and drop) additional	17 5 1 1 1 50	Each Each Each Each V.F.		
reet diameter (concrete) reet diameter (concrete) reet diameter outside drop recrete) reet diameter outside drop recrete) reet diameter manhole red diameter manhole	5 1 1 1 50	Each Each Each V.F.		
reet diameter (concrete) ret diameter outside drop ncrete) ret diameter outside drop ncrete) ret diameter manhole ndard and drop) additional ret diameter manhole ndard and drop) additional ret diameter manhole ndard and drop) additional ret (concrete) ret diameter manhole ndard and drop) additional ret diameter manhole ndard and drop) additional	1 1 1 50	Each Each V.F.		
et diameter outside drop ncrete) eet diameter outside drop ncrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional	1 1 50 10	Each Each V.F.		
recrete) feet diameter outside drop feet diameter manhole feet diameter manhole findard and drop) additional	1 50 10	Each V.F.		
reet diameter outside drop ncrete) ret diameter manhole ndard and drop) additional th (concrete) ret diameter manhole ndard and drop) additional th (concrete) ret diameter manhole ndard and drop) additional	50	V.F.		
et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional	10	V.F.		
ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional	10			
ndard and drop) additional th (concrete) et diameter manhole ndard and drop) additional		V.F.		
ndard and drop) additional	120			
111 (00)1016161		V.F.		
eet diameter manhole ndard and drop) additional th (concrete)	30	V.F.		
eet diameter manhole ndard and drop) additional th (concrete)	5	V.F.		
nhole Removal and Disposal	9	Each		
andon Manholes in Place	1	Each		
nnection to Exist Manholes	2	Each		
ction Box at Sta 10+00	1	L.S.		
hon Outlet Structure at Sta 0.83	1	L.S.		
nch Conditions				
10+00 to 30+34.74, and the ROW Sewer Line (Sta 0+00	1	L.S.		
100.00	1	L.S.		
vatering – North Interceptor 30+34.74 to 39+88.70	1	L.S.		
vatering – North Interceptor		<b>+</b>		
۸	ratering – North Interceptor 10+00 to 30+34.74, and the ROW Sewer Line (Sta 0+00 +80.98) ratering – North Interceptor 30+34.74 to 39+88.70 ratering – North Interceptor	ratering – North Interceptor 10+00 to 30+34.74, and the ROW Sewer Line (Sta 0+00 +80.98) ratering – North Interceptor 30+34.74 to 39+88.70 ratering – North Interceptor 39+88.70 to 58+70.05, and new 8" Sewer Line	ratering – North Interceptor 10+00 to 30+34.74, and the ROW Sewer Line (Sta 0+00 +80.98) ratering – North Interceptor 30+34.74 to 39+88.70 ratering – North Interceptor 39+88.70 to 58+70.05, and new 8" Sewer Line ratering – North Interceptor	ratering – North Interceptor 10+00 to 30+34.74, and the ROW Sewer Line (Sta 0+00 +80.98) ratering – North Interceptor 30+34.74 to 39+88.70 ratering – North Interceptor 39+88.70 to 58+70.05, and new 8" Sewer Line  1 L.S.

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-14-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

UNIT PRICE SCHEDULE – ALTERNATIVE C					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.80	1	L.S.		
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile	1,612	S.Y.		
	Access Rd.) Asphalt Millings Removal and				
6.5	Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation		_		
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-15-
(City PN 2012-S-6	)	
(R&\/ DN 1751//	ì	

	UNIT PRICE SCHEDULE – ALTERNATIVE D					
	Item Description	Quantity	Unit	Unit Cost	Total Cost	
1.0	Mobilization	1	L.S.			
2.0	Sanitary Sewer Pipe					
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	163	L.F.			
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.			
2.3	54-inch Sanitary Sewer (Triple Wall Polypropylene Pipe)	2,823	L.F.			
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (Triple Wall Polypropylene Pipe)	4,228	L.F.			
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.			
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.			
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.			
2.8	NOT USED					
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.			
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.			
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.			
2.12	4-inch Sanitary Sewer Service Line	100	L.F.			
2.13	Sanitary Sewer Service Connection	12	Each			
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.			
2.15	Sanitary Sewer Abandonment	2,750	L.F.			
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.			
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.			
2.18	15-inch Sanitary Sewer Stub at E. 7 <sup>th</sup> St.	1	L.S.			
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.			
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.			
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.			
3.0	Microtunneling					
3.1	Union Pacific Railroad	525	L.F.			

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-16-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

Item Description	Quantity	1.1	11 14 0	
	Qualitity	Unit	Unit Cost	Total Cost
US Highway 30	185	L.F.		
E. 7 <sup>th</sup> Street	131	L.F.		
Manholes				
	6	Each		
,				
,				
, ,				
,				
\ '				
•	1	Each		
	4	F 1		
(concrete)	1	⊨acn		
4 feet diameter manhole				
(standard and drop) additional	50	V.F.		
	4.0			
	10	V.F.		
	120	٧F		
	120	٧.١.		
(standard and drop) additional	30	V.F.		
depth (concrete)				
12 feet diameter manhole				
	5	V.F.		
depth (concrete)				
Manhole Removal and Disposal	9	Each		
Abandon Manholes in Place	1	Each		
		_		
	1	L.S.		
Trench Conditions				
Dewatering – North Interceptor				
Sta 10+00 to 30+34.74, and the	1	1.8		
City ROW Sewer Line (Sta 0+00	1	L.O.		
,				
	1	L.S.		
	1	LS		
	Į.	L.O.		
	,			
Sta 60+65.05 to 68+45.58	1	L.S.		
	4 feet diameter manhole (standard and drop) additional depth (concrete) 5 feet diameter manhole (standard and drop) additional depth (concrete) 8 feet diameter manhole (standard and drop) additional depth (concrete) 10 feet diameter manhole (standard and drop) additional depth (concrete) 12 feet diameter manhole (standard and drop) additional depth (concrete) 12 feet diameter manhole (standard and drop) additional depth (concrete)  Manhole Removal and Disposal Abandon Manholes in Place Connection to Exist Manholes Junction Box at Sta 10+00 Siphon Outlet Structure at Sta 8+20.83  Trench Conditions  Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)  Dewatering – North Interceptor Sta 30+34.74 to 39+88.70  Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line  Dewatering – North Interceptor	4 feet diameter (concrete) 5 feet diameter (concrete) 17 10 feet diameter (concrete) 12 feet diameter (concrete) 13 feet diameter (concrete) 14 feet diameter outside drop (concrete) 15 feet diameter outside drop (concrete) 16 feet diameter outside drop (concrete) 17 feet diameter outside drop (concrete) 18 feet diameter manhole (standard and drop) additional depth (concrete) 19 feet diameter manhole (standard and drop) additional depth (concrete) 10 feet diameter manhole (standard and drop) additional depth (concrete) 10 feet diameter manhole (standard and drop) additional depth (concrete) 11 feet diameter manhole (standard and drop) additional depth (concrete) 12 feet diameter manhole (standard and drop) additional depth (concrete) 12 feet diameter manhole (standard and drop) additional depth (concrete) 12 feet diameter manhole (standard and drop) additional depth (concrete) 12 feet diameter standard and Disposal 15 depth (concrete) 16 feet diameter manhole (standard and drop) additional depth (concrete) 17 feet diameter standard and Disposal 18 feet diameter standard and drop additional depth (concrete) 19 feet diameter standard and drop additional depth (concrete) 10 feet diameter standard and drop additional depth (concrete) 11 feet diameter standard and drop additional depth (concrete) 12 feet diameter standard and Disposal 15 feet diameter standard and drop additional depth (concrete) 16 feet diameter standard and drop additional depth (concrete) 17 feet diameter standard and drop additional depth (concrete) 18 feet diameter standard and drop additional depth (concrete) 19 feet diameter standard and drop additional depth (concrete) 10 feet diameter standard and drop additional depth (concrete) 10 feet diameter standard and drop additional depth (concrete) 15 feet diameter standard and drop additional depth (concrete) 16 feet diameter standard and drop additional depth (concrete) 17 feet diameter standard and drop additional depth (concrete) 18 feet diameter standard and drop additional depth (concrete) 10	4 feet diameter (concrete)         6         Each           5 feet diameter (concrete)         3         Each           8 feet diameter (concrete)         17         Each           10 feet diameter (concrete)         5         Each           12 feet diameter (concrete)         1         Each           12 feet diameter outside drop (concrete)         1         Each           10 feet diameter outside drop (concrete)         1         Each           10 feet diameter outside drop (concrete)         1         Each           10 feet diameter manhole (standard and drop) additional depth (concrete)         5         V.F.           4 feet diameter manhole (standard and drop) additional depth (concrete)         1         V.F.           10 feet diameter manhole (standard and drop) additional depth (concrete)         30         V.F.           12 feet diameter manhole (standard and drop) additional depth (concrete)         5         V.F.           12 feet diameter manhole (standard and drop) additional depth (concrete)         5         V.F.           Manhole Removal and Disposal         9         Each           Abandon Manholes in Place         1         Each           Connection to Exist Manholes         2         Each           Junction Box at Sta 10+00         1         L.S.	4 feet diameter (concrete)         6         Each           5 feet diameter (concrete)         3         Each           8 feet diameter (concrete)         17         Each           10 feet diameter (concrete)         5         Each           12 feet diameter (concrete)         1         Each           8 feet diameter outside drop (concrete)         1         Each           10 feet diameter outside drop (concrete)         1         Each           4 feet diameter manhole (standard and drop) additional depth (concrete)         50         V.F.           5 feet diameter manhole (standard and drop) additional depth (concrete)         10         V.F.           8 feet diameter manhole (standard and drop) additional depth (concrete)         30         V.F.           10 feet diameter manhole (standard and drop) additional depth (concrete)         30         V.F.           12 feet diameter manhole (standard and drop) additional depth (concrete)         5         V.F.           12 feet diameter manhole (standard and drop) additional depth (concrete)         5         V.F.           Manhole Removal and Disposal         9         Each           Abandon Manholes in Place         1         Each           Connection to Exist Manholes         2         Each           Junction Box at Sta 10+00         1

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-17-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE SCHEDULE – ALTERNATIVE D					
	Item Description	Quantity	Unit	Unit Cost	Total Cost	
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.			
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.			
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.			
5.8	Imported backfill	50	Tons			
5.9	Groundwater Barriers	58	Each			
6.0	Miscellaneous Construction					
6.1	Sidewalk Removal and Replacement	150	L.F.			
6.2	Miscellaneous Concrete	100	C.Y.			
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.			
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.			
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.			
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.			
6.7	Traffic Control	1	L.S.			
6.8	Bypass Pumping	1	L.S.			
6.9	Union Pacific Railroad Flagman	1	L.S.			
7.0	Property Rehabilitation					
7.1	Lawn Seed Application	1	Acre			
7.2	Pasture Seed Application	1	Acre			
7.3	Gravel Driveway Reclamation	100	S.Y.			
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.			
7.5	Tree Replacement	1	L.S.			
8.0	As-Builts					
8.1	Survey	1	L.S.			
				TOTAL BID		

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-18-
(City PN 2012-S-6	)	
(R&V/ PN 175144	j	

	UNIT PRICE SCHEDULE – ALTERNATIVE E					
	Item Description	Quantity	Unit	Unit Cost	Total Cost	
1.0	Mobilization	1	L.S.			
2.0	Sanitary Sewer Pipe					
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	163	L.F.			
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.			
2.3	54-inch Sanitary Sewer (PS 46 FRPM)	2,823	L.F.			
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (PS 46 FRPM)	4,228	L.F.			
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.			
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.			
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.			
2.8	NOT USED					
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.			
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.			
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.			
2.12	4-inch Sanitary Sewer Service Line	100	L.F.			
2.13	Sanitary Sewer Service Connection	12	Each			
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.			
2.15	Sanitary Sewer Abandonment	2,750	L.F.			
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.			
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.			
2.18	15-inch Sanitary Sewer Stub at E. 7 <sup>th</sup> St.	1	L.S.			
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.			
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.			
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.			
3.0	Microtunneling	505				
3.1	Union Pacific Railroad	525	L.F.			

(Grand Island, Nebraska	)	00400
North Interceptor – Phase 1	)	-19-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE	SCHEDULE	– ALTERI	NATIVE E	
	Item Description	Quantity	Unit	Unit Cost	Total Cost
3.2	US Highway 30	185	L.F.		
3.3	E. 7 <sup>th</sup> Street	131	L.F.		
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop	1	Each		
4.0	(concrete)		Lacii		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-20-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE	SCHEDULE	– ALTER	NATIVE E	
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
	_				
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

(Grand Island, Nebraska	)	00400
North Interceptor – Phase 1	)	-21-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE	SCHEDULE	E – ALTER	RNATIVE F	
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	163	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS46 FRPM)	2,823	L.F.		
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (PS 46 FRPM)	4,228	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	NOT USED				
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 <sup>th</sup> St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-22-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE	SCHEDULE	- ALTER	NATIVE F	
	Item Description	Quantity	Unit	Unit Cost	Total Cost
3.2	US Highway 30	185	L.F.		
3.3	E. 7 <sup>th</sup> Street	131	L.F.		
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.13	Tee-base manhole manhole with riser and cone (FRPM)	23	Each		
4.14	Outside drop tee-base manhole manhole with riser and cone (FRPM)	2	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.15	Tee-base manhole with riser and cone (standard and cone) additional depth (FRPM)	80	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.80	1	L.S.		
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		

(Grand Island, Nebraska	)	00400
(North Interceptor – Phase 1	)	-23-
(City PN 2012-S-6	)	
(B&V PN 175144	)	

	UNIT PRICE SCHEDULE – ALTERNATIVE F				
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

# **ATTACHMENT 2**

Appendix G – Union Pacific Railroad Agreement



Folder: 02770-88 March 22, 2013

TERRY BROWN CITY OF GRAND ISLAND 100 EAST FIRST STREET GRAND ISLAND NE 68802

RE: Proposed Construction of a 42 Inch Encased Waste Water Pipeline Crossing at Mile Post 145.4 on the Kearney Subdivision/Branch at or near Grand Island, Hall County, Nebraska

#### Terry Brown:

Attached is your original copy of our Agreement, fully executed on behalf of the Railroad Company. When you or your representative enters the Railroad Company's property, a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.

In accordance with the terms of the Agreement, you are required to notify the following Railroad Company's Manager of Track Maintenance, Manager of Signal Maintenance, and the Telecommunications ("Call Before You Dig") number at least 10 days in advance of the date you plan on entering the right of way for further instructions and approval to commence construction.

ANTHONY L. TROTTA
MGR TRACK MNTCE
2511 12TH ST
COLUMBUS, NE 68601
Work Phone: 402/8 501-3817
Cell Phone: 575 551-170

PATRICK J. O'BRIEN MGR SIGNAL MNTCE 601 East South Front St Grand Island, NE 68801 Work Phone: 308/8 389-2244 Fax: 402 501-1606 Cell Phone: 308 440-6653

#### Telecommunications ("Call Before You Dig"): 1-800-336-9193

As an additional note, the top of the casing must be a minimum of two feet below any existing fiber optic cable. Any open excavation required within five feet of the fiber optic cable must be dug by hand.

All future insurance notices should be forwarded to:

Real Estate Department Folder No: 02770-88 Union Pacific Railroad Company 1400 Douglas Street STOP 1690 Omaha, NE 68179-1690

Sincerely,

Kylan Crawford

Asst Manager - Real Estate Email: KDCRAWFO@up.com

Le SP

Phone: (402) 544-8536

Pipeline Crossing 080808 Last Modified: 03/29/10 Form Approved, AVP-Law Folder No. 02770-88

#### PIPELINE CROSSING AGREEMENT

Mile Post: 145.4, Kearney Subdivision/Branch Location: Grand Island, Hall County, Nebraska

THIS AGREEMENT ("Agreement") is made and entered into as of February 22, 2013, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Licensor") and CITY OF GRAND ISLAND, to be addressed at 100 East First Street, Grand Island, Nebraska 68802 ("Licensee").

# IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

One 42 inch cased pipeline for transporting and conveying waste water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated December 03, 2012 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying waste water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

#### Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Ten Thousand Six Hundred Dollars (\$10,600.00).

#### Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

#### Article 4. <u>DEFINITION OF LICENSEE.</u>

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

#### Article 5. <u>INSURANCE</u>.

- A. During the life of the Lease, Licensee shall fully comply with the insurance requirements described in Exhibit C.
- B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.
- C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.
- D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

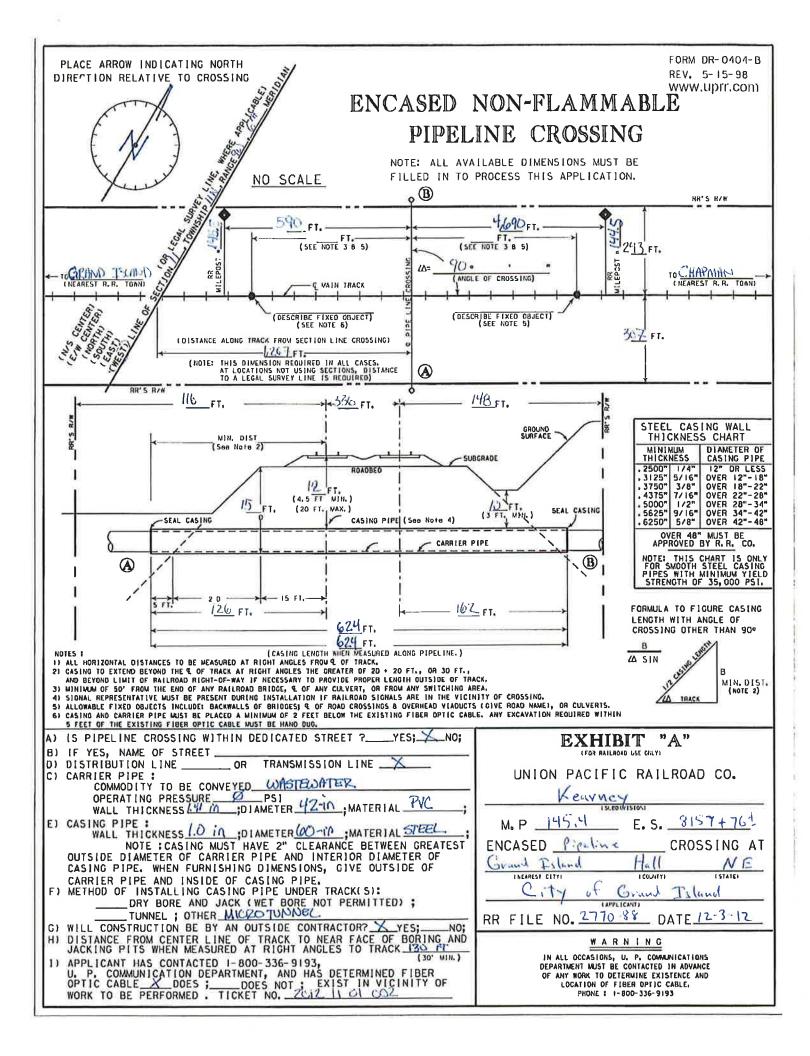
#### Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

By: Manager CITY OF GRAND ISLAND

Name Printed: WWW 3/12/13



#### EXHIBIT B

# Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

# Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

# Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

ANTHONY L. TROTTA MGR TRACK MNTCE 2511 12TH ST COLUMBUS, NE 68601 Work Phone: 402/8 501-3817 Cell Phone: 575 551-1701 PATRICK J. O'BRIEN
MGR SIGNAL MNTCE
601 East South Front St
Grand Island, NE 68801Work Phone:
308/8 389-2244
Fax: 402 501-1606
Cell Phone: 308 440-6653

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s),

vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eighthour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety

practices. Licensee and its contractor shall furnish copies of Exhibit D to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

#### Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

#### Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

#### Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

#### Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON

#### LICENSOR'S PROPERTY.

### Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

#### Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

#### Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND

PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;
- 2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;
- 3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;
- 4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;
- 5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR
- 6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

#### Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

#### Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

#### Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

#### Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

#### Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

#### Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group Created: 9/23/05 Last Modified: 03/29/10 Form Approved, AVP-Law

# EXHIBIT C Union Pacific Railroad Company Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. <u>Commercial General Liability</u> insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B.** Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. <u>Workers Compensation and Employers</u> Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D.** Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. <u>Umbrella or Excess</u> insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### Other Requirements

- F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.
- G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.
- I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

# EXHIBIT D SAFETY STANDARDS

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

#### I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

(i) Waist-length shirts with sleeves.

(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.

- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

### II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers

150 feet of retarders in use (when within 10 feet, employees must wear dual ear

protection – plugs and muffs)

Other types of personal protective equipment, such as respirators, fall protection (iv) equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### On Track Safety III.

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations - 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

Maintain a minimum distance of at least twenty-five (25) feet to any track unless the (i) Railroad Representative is present to authorize movements.

Wear an orange, reflectorized work wear approved by the Railroad Representative. (ii)

Participate in a job briefing that will specify the type of On-Track Safety for the type of (iii) work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### IV. Equipment

- It is the responsibility of Licensee to ensure that all equipment is in a safe condition to A. operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and B. audible back-up warning device.
- Unless otherwise authorized by the Railroad Representative, all equipment must be  $C_{\cdot \cdot}$ parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- Cranes must be equipped with three orange cones that will be used to mark the working D. area of the crane and the minimum clearances to overhead powerlines.

#### V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

## **ATTACHMENT 3**

Pre-Bid Conference Minutes and Attendance Sheet

#### PRE-BID CONFERENCE MINUTES

City of Grand Island, NE Grand Island WWTP North Interceptor – Phase 1 City Project 2012-S-6 B&V Project 175144 B&V File 80.1100 April 9, 2013

Pre-bid Conference – April 9, 2013 at 10:00 a.m. at the Grand Island City Hall, Community Meeting Room.

Attendees: See Sign In Sheets; Rich Henderson (Black & Veatch) led the meeting.

- 1. Introductions and Project Overview (City of Grand Island, Black & Veatch, and Olsson). Fred Tustin (Collection System Supervisor City of Grand Island (COGI)) introduced Rich Henderson, Engineering Manager for Black & Veatch (B&V). Rich Handed out organization chart (attached).
- 2. Description of Project (Invitation to Bid)
  - a. New Interceptor Approximately 7,000 feet; 54-Inch Diameter; 15 plus feet of cover; 1250 feet will require remove and replace. Rich added that base bid for main interceptor is closed profile wall PVC pipe and alternates include FRPM and Polypropylene.
  - b. Sliplining Approximately 5,000 feet of existing 30-inch and 36-inch pipe to be lined with 24-inch Diameter. *Rich added that base bid is FRPM pipe and add/deduct alternative is for HDPE pipe.*
  - c. Vaults Structures on North side of Swift Road to temporarily divert flow to existing Raw Sewage Pump Station.
  - d. Microtunneling Three Drives; two with 60-inch casing and 42-inch diameter interceptor and one direct 27-inch under critical waterline.
- 3. Project Schedule (Section 00100; Section 00500, Article 3)

Bid Opening April 23, 2013, 2:00 p.m.
 Notice of Award May 14, 2013 (Anticipated)
 Notice to Proceed (NTP) Early June 2013 (Anticipated)
 Substantial Completion 210 calendar days from NTP
 Final Completion 245 calendar days from NTP

- 4. Bidder Qualifications Changes (Section 00100)
  - a. Size, Dewatering, and Depth projects may be independent of one another
  - b. EMRs from last three years (each) to be provided on insurance company letterhead. If company does work in multiple states; EMR to be for company as a whole.
  - c. Changes to be included in Addendum No. 1.
- 5. Bid Forms/Submission of Bids (Section 00400)
  - a. Submit to City Clerk at the Grand Island City Hall.
  - b. Unit Price Schedule

- c. Bid alternatives Full Bid Forms for all Alternatives except HDPE slipline which is an add/deduct to any of the other Alternatives.
- d. Bid evaluations to consider base bid for apparent low bidder. and any order or combination of bid alternatives (Section 00100, Article 20.3)
- 6. Items to Be Submitted with Bid
  - a. Bid Form (If corporation, attach corporate seal and certification)
  - b. Bid Security (submitted in a separate envelope attached to the outside of the bid envelope)
  - c. Certificate of Compliance Fair Labor Standards
  - d. Evidence of Bidder's Qualifications to do Business in Nebraska
  - e. Material Questionnaire
  - f. List of Subcontractors
  - g. Bidder Checklist Form and Exceptions Page
  - h. Bidders Qualifications
  - i. Two copies of everything except Bid Security. *CLARIFICATION: One original and one copy shall be submitted.*
- 7. Items to be Submitted after Bid Opening (If Requested)
  - a. Subcontractor Qualifications (Section 00100, Article 25)
- 8. Examination of Previous Contract Documents and Site and Questions
  - a. Grand Island Contact Fred Tustin (308) 390-2503; provide 24 hours notice
  - b. Questions (*Section 00100, Article 7*) E-mail to Fred Tustin with CC: Tim Engemoen
- 9. Substitutes and "Or-Equal" Items (Section 00100, Article 11.1)
  - a. Review for Acceptance After the Effective Date of the Agreement Only
- 10. Liquidated Damages (Section 00500, Article 3.03)
  - a. Substantial Completion, \$550/day (refer to Section 00700, Article 14.04 for definition)
  - b. Final Completion, \$350/day
- 11. Project Requirements (Section 01015)
  - a. Work by Public Utilities (Article 2)
    - i. City of Grand Island Electrical and Water Utilities Dept.; Transmission line outage policy, Appendix F. Power lines will not be able to taken out of service on any type of regular basis. Approval will be needed by COGI Utilities. 115kVA line won't be able to be taken offline in summer. Utilities Contact is Bryan Fiala (308) 389-3474.
  - **b.** Offsite Storage and Payment for Stored Materials (Article 3)Allowed if readily accessible to Owner and Resident Project Representative
  - c. Easements and Right-of-Way (Article 6)All four easements have been obtained.
  - d. Operation of Existing Facilities (Article 7)
  - **e.** Notices to Owner and Authorities (Article 8). **Preconstruction public**

#### meeting will be held with Contractor in attendance.

- f. Connection to Existing Facilities (Article 10)
  - Licensed plumber for service connection; also Sanitary Sewer Note on Drawings
- g. Environmental Conditions (Article 13)
  - i. Plume Area of Museum Drive and Seedling Mile Road. Engineer has contacted Nebraska Department of Environmental Quality and Contractor will not need to do any water quality testing on dewatering discharge beyond what will be required for their dewatering permit.
- h. Dewatering (Article 14)
  - i. 100% Dewatering has been assumed; line items.
  - ii. City Groundwater Data Appendix B
  - iii. City Groundwater Discharge Permit Appendix C
  - iv. Contractor responsible for well permits
  - v. Cannot utilize new Interceptor if flow will go to WWTP.
- i. Alternatives (Article 17) Seven alternatives (A through G) are described in this section
- 12. Measurement and Payment (Section 01025)
  - a. Unit Price Item Descriptions
- 13. Submittals Procedures (Section 01300)
  - a. Electronic Shop Drawings and O&Ms Required
  - b. Project Website by Engineer
  - c. Engineer's Review 14 Calendar Days
  - d. Contractor to Provide Hard Copies of Submittals after Engineer Review
- 14. Construction Progress Schedule (Section 01310)
  - a. Gannt Chart
  - b. Initial and Each Pay Application
- 15. Quality Control (Section 01400)
- 16. Temporary Facilities (Section 01500)
  - a. Office at or near the Site (Article 1)
  - **b.** Potable Water (Article 2). Contractor will need to obtain meter from COGI Utilities
  - c. Power (Article 3) Contact COGI Utilities for power drops. Single phase is a \$600 charge and three phase is a \$1000 charge.
  - d. Sanitary Facilities (Article 4)
  - e. Maintenance of Traffic (Article 5)
    - i. Swift Plant, **Shift Changes**
    - ii. Seedling Mile School. Typical travel to school utilizes Seedling Mile Access Road.
- 17. Startup Requirements (Section 01650)

- a. Testing Air, Lamped, and Mandrel; OK to put in use if pass
- b. 30 Day TV **To be performed by the City**

#### 18. Other Technical Specifications and Requirements

- a. Flow Diversion and Emergency Plans (Sections 2070 and 2072)
  - i. Include as submittals Discharge Emergency 15 days before any construction; Flow Diversion approval prior to any diversion.
- b. Control of Water (Section 2140)
  - ii. Specific to Microtunneling and Slipline Shafts
- c. Trenching and Backfill (Section 02202)
  - i. Protective System Design Certificate (Paragraph 1-3) includes trench boxes.
- d. Temporary Support (Section 02201)
  - i. For Microtunnel and Slipline Shafts
  - ii. Areas to be covered at all times.
- e. Geotechnical Instrumentation and Monitoring (Section 02405)
  - i. Required for Microtunneling
- f. Manholes Conshield and Epoxy Coating. Joint Encapsulation shown on Drawings.

#### 19. Miscellaneous

- a. Railroad Liability Insurance (Section 00700, Article 5.04.E and Appendix G)
- b. Drug Free Workplace Policy (Section 00700, Article 6.02.A)
  - i. Contractor to have and maintain a Drug Free Workplace Policy.
- c. Working Hours (Section 00700, Article 6.02.C)
  - i. Regular working hours between 7:00 am and 6:00 pm, excluding Saturdays, Sundays, and holidays.
- d. Taxes (Section 00700, Article 6.10)
  - i. Exemption certificate and the Purchasing Agent Appointment form are included in the specifications.
- e. Safety and Protection (Section 00700, Article 6.13)
  - i. Contractor shall be solely responsible for safety in connection with the Work.
- f. Access to Work (Section 00700, Article 13.02.A and C)
  - i. Contractor to provide safe conditions for access.
- g. Confined Space In Addenda Contractor Responsible

#### 20. Addenda

- a. Minutes
- b. Acknowledgment of Receipt (Section 00400, Article 3.01.A)

#### 21. Questions

- a. Q: Please clarify 'two copies' for what needs to be submitted with bid. A: See clarification on Item No. 6 of these meeting minutes.
- b. Q: Will there be any noise requirements; in particular for bypass pumpin? A: Contractor to assume that there are no requirements for bidding purposes.
- c. Q: Would it be possible to get videos of the pipes that will be sliplined? A:

- These will be provided if requested by Contractors or Suppliers. Requests will need to be made through Anita Heffernan of Black & Veatch. Contact information is given in the Instruction to Bidders (Section 00020)
- d. Q: Does Contractor have to pay sales taxes? A: No. Refer to Article 6.10 of General Conditions (Section 00700).
- e. Comment: Access to Voss Road from Seedling Mile Road needs to be maintained as this is a dead end road.
- f. Q: What is access to North Side of tracks? A: Contractor will need to utilize easements and come in off of 7th Street. Easements are on the Luth Property and Schmader property. Temporary fencing may need to be installed if livestock/animals are present.
- g. Q: Are any other trenchless technologies, such as pilot tube and pipe ramming, allowed? In particular for 27 inch in 7th Street. A: Contractors are to bid microtunneling as shown. Microtunneling was chosen as methodology due to grade control (interceptor will be laid at very shallow slope), no dewatering required (except for pits) and least likelihood of settlement.
- h. Q: Which trees are allowed to be removed? A: Trees to be removed that are on private property in easements are indicated on the drawings.

  Trees within COGI right-of-way may be removed if they hinder excavation.

  Before removal, Contractor is to notify COGI representative.
- i. Q: Do you have a specification for the tracer wire? A: Specification will be added by Addendum.
- j. Q: Can you clarify microtunneling line item in Bid Form. A: Bid Forms (Section 00400) and Measurement and Payment (Section 01025) will be revised to make this line item more clear.
- k. Q: What is flow in existing interceptor? A: Refer to Section 02070 for flows. Wide range given due to amount of inflow and infiltration.
- l. Q: Is there much debris in the existing interceptor? A: Not the last time it was TV'd.
- m. Q: How is project funded? A: City is funding.
- n. Q: Is there a local contractor preference? A: No bid amount preferences. Refer to Article 24, Section 00100.
- o. Q: Was there a prequalification? A: No. Qualifications to be submitted with bid.
- p. Q: Are all pipes that will be abandoned in place to be flowfilled? A: Yes. Bottom sections of manholes will also be filled.
- q. Comment: Swift Road crossing can be microtunneled at Contractor's option/expense. Ditch on North side of road usually running with water.
- r. Q: Have there been any provisions/contacts made to have telephone lines moved in 7<sup>th</sup> Avenue. A: No, but Contractors are welcome to contact telephone company to inquire.
- s. Q: Reference is made to 'sludge injection system' on Sheet 3, Note 3 of drawings. Can you clarify? A: The plans for this are included as Appendix A in the project manual.
- t. Q: Any chance of moving bid date? A: At the latest, the bid date will moved to April 25.

- u. Comment: Sheet 35 Sliplining work will include reconnected services including service of building at intersection of  $4^{th}$  and  $7^{th}$  Streets. These are assumed to be very deep and they are very close to the building.
- v. Q: When was the slipline sections of interceptor last TV'd and cleaned. A: Jetted and TV'd in 2010.

Attendees are encouraged to tour alignment on their own.



Public Works Director – John Collins, P.E.

Manager of Engineering – Terry Brown, P.E.

Collection System Supervisor – Fred Tustin

Engineering Technician – Roger Scott

#### **PROJECT MANAGEMENT**

#### Legend

- Black & Veatch
- Olsson Associates (Engineer's Consultant)

Kevin Meador, P.E. Michael Yost, P.E.

#### **CONSTRUCTION PHASE SERVICES**

#### **Design Team**

Engineering Mgr – Richard Henderson, P.E.
Lead Civil Engineer – Tim Engemoen, P.E.
Microtunnel/Heavy Civil Engineer – Jason Swartz, P.E.
Surveying – Joe Baxter, P.E.
Geotechnical Investigations – Andrew Phillips, P.E.

#### Resident Project Representative & Materials Testing

**RPR** 

Geotechnical Observation
Special Inspections
Materials Testing

\*Black & Veatch may provide part-time RPR during peak construction or critical activities

# NORTH INTERCEPTOR PHASE I; PROJECT 2012-S-6 SIGN IN SHEET

April 9, 2013

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# NORTH INTERCEPTOR PHASE I; PROJECT 2012-S-6 SIGN IN SHEET

April 9, 2013

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# **ATTACHMENT 4**

Plan Holders List

#### **BLACK & VEATCH CORPORATION**

Grand Island, Nebraska North Interceptor – Phase I B&V Project 175144.3300 B&V File 80.1105 April 11, 2013

#### **PLANHOLDERS LIST**

#### **GENERAL CONTRACTORS**

Garney Construction 1333 NW Vivion Road Kansas City, MO 64118 816-746-7236/816-741-4488 - Fax Contact: Tony Kempf Tkempf@garney.com

S.J. Louis Construction, Inc. 1351 Broadway Street West Rockville, MN 56369-0459 320-253-9291 x 336/320-253-3533 – Fax Contact: John Pennekamp JohnP@sjlouis.com

Van Kirk Sand & Gravel, Inc. 200 West Ash Sutton, NE 68979 402-773-5250/ 402 773-5480 - Fax Contact: Jim Van Kirk or Jamie Simmerman jim@vkbros.net/jamie@vkbros.net

H&W Contracting, LLC 3416 West Hovland Drive Sioux Falls, SD 57107 605-339-8834/605-339-9175 – Fax Contact: Victoria Woods Victoria.w@midconetwork.com

Merryman Excavation, Inc. 1501 Lamb Road Woodstock IL 60098 815-337-1700 x 13/815-337-1766 - Fax Contact : Greg Penza greg.penza@merrymanexcavation.com Western Summit Constructors, Inc. 9780 Mt. Pyramid Court, #100 Englewood, CO 80112 303-298-9500/303-325-0304 – Fax Contact: Eric Ricke Eric.Ricke@westernsummit.com

ESI Contracting Corp. 3001 E. 83<sup>rd</sup> Street Kansas City, MO 64132 816-523-5081/816-523-0183 – Fax Contact: Alan Wolfe aewesi@esicontractingcorp.com

Spiniello Companies 1441 E. 9<sup>th</sup> Street Pomona, CA 91766 909-629-1000/512-233-5313 – Fax Contact: Priscilla Moynier bidHC@spnielloco.com

Midlands Contracting, Inc. 10075 1st Avenue Kearney, NE 68847 308-23-7979/308-234-5390 – Fax Contact: Scott White scott@midlandscontracting.com

Super Excavators, Inc.
N59 W14601 Bobolink Avenue
Menomonee Falls, WI 53051
262-252-3200/262-252-8079 – Fax
Contact: Peter Schraufnagel
pete@superexcavators.com

Grand Island, Nebraska North Interceptor – Phase I B&V Project 175144.3300 April 11, 2013

#### **PLANHOLDERS LIST - Continued**

#### SUBCONTRACTORS & SUPPLIERS

BT Construction, Inc. 9885 Emporia Street Henderson, CO 80640 303-591-7936/303-466-8309 - Fax

Contact: Chris Knott

Chris.Knott@BTConstruction.com

Flowtite 18585 Samuels Road Zachary, LA 70791 402-575-8988/816-746-8264 - Fax

Contact: Brett Warga brett@mmgonline.net

Iowa Trenchless 222 SE 12<sup>th</sup> St. Panora, IA 50216 641-755-4692/641-755-4361 - Fax Contact: Jason Klein jmk1202@gmail.com

ADS Pipe, Inc. 2308 SE Clover Ridge Court Ankeny, IA 50021 515-257-0092 Contact: Rex Ollenburg rex.olloenburg@ads-pipe.com

Vadnais Corporation 300 Harding Blvd., Suite 111 Roseville, CA 95678 916-363-9924/916-363-9904 – Fax

Contact: Dan Schitea dans@vadnaiscorp.com

NOV Ameron Protective Linings 8000 Research Forest Drive, Suite 115-103 The Woodlands, TX 77382 951-232-6174/832-813-0078 - Fax Contact: Mike Saltikov Saltikov@nov.com

Hobas Pipe USA 12701 West 129<sup>th</sup> Street Overland Park, KS 66213 515-306-6000/866-820-2513 - Fax Contact: Jim Mahony jmahony@hobaspipe.com

Bradshaw Construction Corp. 175 West Liberty road Eldersburg, MD 21784 410-970-8300/410-970-8340 Contact: Doug Piper dpiper@bradshawcc.com

James W. Fowler Company 12775 Westview Drive Dallas, OR 9338 503-623-5373/503-623-9117 – Fax Contact: Stephen Schmidt stephens@jwfowler.com

Horizontal Boring & Tunneling Co. 505 S. River Avenue Exeter, NE 68351 402-266-5347/402-266-5377 - Fax Contact: Brent Moore brentm@hbttrenchless.com

Page 3

Grand Island, Nebraska North Interceptor – Phase I B&V Project 175144.3300 April 11, 2013

#### **PLANHOLDERS LIST - Continued**

#### **SUBCONTRACTORS & SUPPLIERS - Continued**

D&W System Sales, Inc. P. O. Box 599 Ridgeland, MS 39158 601-924-5522/601-924-5222 – Fax Contact: Andy Brown andy@dwsystemsales.net

Lee Mastell & Associates 1204 Pine Oak Drive Edmond, OK 73034 405-252-5000/404-820-1957 – Fax Contact: Scott Mastell smastell@coxinet.new EJM Pipe Services, Inc. 7807 Lake Drive Lino Lakes, MN 55014 651-786-8041/651-786-9289 – Fax Contact: Mark Montgomery mark@ejmpipe.com

#### **Plan Rooms**

Lincoln Builders Bureau 5910 S. 58th Street, Suite C Lincoln, NE 68516 402-421-8332

Omaha Builders Exchange 4255 South 94th Street Omaha, NE 68127 402-593-6908

McGraw-Hill / Dodge Plans 4300 Beltway Place, Suite 180 Arlington, TX 76018 817-375-2949 Reed Construction 30 Technology Parkway South; # 100 Norcross, GA 30092 770-849-6411

Builders Plan Service c/o Chamber of Commerce 309 W. 2nd Street Grand Island, NE 68801 308-382-9210