



CONTRACT DOCUMENTS
for
CITY OF BELLEVUE
WASTE WATER TREATMENT PLANT DEMOLITION

BELLEVUE, NEBRASKA

November 2010

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CITY OF BELLEVUE
Public Works Administration
210 West Mission Avenue ♦ Bellevue, Nebraska 68005-5299
Phone 402.293.3025 ♦ Fax 402.293.2783

NOTICE FOR BIDS

Sealed bids will be received in the office of the City Clerk of the City of Bellevue, Nebraska until **10:00 AM.**, local time on the **8th of December, 2010**, for the furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete the **WASTE WATER TREATMENT PLANT DEMOLITION**, Bellevue, Nebraska. Plans and specifications may be obtained at the Public Works Department Office, 210 West Mission Avenue, 2nd Floor, Bellevue, Nebraska 68005, between the hours of 8:00 a.m. and 4:30 p.m. Monday thru Friday. Bids will be received only upon the proposal furnished by the City of Bellevue. All sealed bids must be clearly marked "**WASTE WATER TREATMENT PLANT DEMOLITION**" on the outside of the envelope.

The City of Bellevue reserves the right to accept or reject any or all bids and to waive informalities.

Kay Dammast

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City Clerk

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RECOMMENDED STATEMENTS IN ADVERTISEMENT FOR BIDS FOR
SRF FUNDED PROJECTS

1. Not applicable

2. DEBARMENT AND SUSPENSION

“The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.”

3. NONDISCRIMINATION IN EMPLOYMENT

“Bidders on this work will be required to comply with the President’s Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.”

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

“Each bidder must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself to the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.”

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

To be considered, bids must be made in accordance with these instructions to Bidders:

IB-1 OWNER: The Owner of this project is the City of Bellevue.

IB-2 PROPOSALS: All proposals must be made upon the blank form of the proposal attached thereto, and shall give the base bid price and unit price for the Work and must be signed by the bidder. In order to ensure consideration, the proposal should be enclosed in an envelope marked, “**WASTE WATER TREATMENT PLANT DEMOLITION**” and addressed to the City Clerk, 210 West Mission Avenue, Bellevue, Nebraska 68005.

All potential bidders are to include in their proposals the location of the disposal site and documents stating permission to occupy such site.

Proposals must be submitted filled out with ink or typewriter and without erasure, interlineations or changes, or will be subject to rejection as irregular. The Owner reserves the right to waive any irregularities.

It is expressly agreed that by submitting a proposal, the bidder acknowledges that he has examined the site of the proposed Work and the plans and these specifications and has satisfied himself as to the feasibility and correctness of the same, and accepts all the terms and conditions hereof.

Proposals will be made in the name of the principal and if a co-partnership, the names of all partners shall be given. Exact post office addresses shall be given in all cases. If proposals are submitted by an agent, satisfactory evidence of agency authority must accompany the proposal.

IB-3 AWARD: The Mayor and City Council of the City of Bellevue, Nebraska, will proceed without unnecessary delay to consider the proposals and reserve the right to reject any or all bids and to pass upon the bidders and the acceptability of the surety offered. No bidder may withdraw a proposal within thirty (30) days after the date of opening of bids.

IB-4 BID SECURITY: Each bid must be accompanied by a certified check on a bank whose deposits are insured by the Federal Depository Insurance Corporation, or a bid bond executed by a duly licensed corporate surety, made payable to the Treasurer of the City of Bellevue, Bellevue, Nebraska, in the amount stipulated in the proposal which shall be considered as liquidated damages and shall be forfeited to the City of Bellevue if said proposal or bid is accepted and the bidder fails to enter into contract within ten (10) days from Notice of Award and furnish acceptable Performance Bond and Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the total bid price.

IB-5 METHOD OF AWARD: The lowest bid submitted by a responsible bidder will be awarded the contract providing such bid is considered reasonable and in the best interest of the owner except that preference may be given to resident bidders in accordance with Section 73-101.01 and 73-101.02 of the Nebraska Statutes or the owner may reject all bids.

IB-6 MAINTENANCE BOND: Maintenance Bond requires maintenance for two (2) years from date of completion of job.

IB-7 CONSTRUCTION SCHEDULE: “WASTE WATER TREATMENT PLANT DEMOLITION” project must begin no later than **ten (10) days** after issuance of the official Notice to Proceed and must be completed within **one hundred twenty (120) calendar days**. Contractor shall give the City of Bellevue **three (3) days** prior notification before doing any work.

SPECIFICATIONS

All work and materials shall meet the most Current City of Omaha, Nebraska requirements as well as all additions, deletions and revisions as set forth in the City of Omaha Standard Specifications for Public Works Construction, 2003 Edition, for details.

MISCELLANEOUS CLEARING, GRADING, AND SITE PREPERATION

Contractor shall be responsible for all clearing, grubbing, grading, and site preparation, and said work shall be considered subsidiary to work specified, and no pay item, unless otherwise specified in the pay items quantities.

MISCELLANEOUS REMOVALS:

All steps, retaining walls, and fences, whether constructed of concrete or of any other material, shall be removed and disposed of by the CONTRACTOR unless noted otherwise. All trees, shrubbery and stumps shall be removed and disposed of, regardless of their size.

PLACE COMPACTED FILL

Contractor shall be responsible for all hauling, handling, and compacting of fill material where specified. Fill shall be free of debris and vegetation matter. Provide and place fill material to fill excavations or depressions left from the removal of structures and foundations to the elevation of the ground surrounding the structures prior to demolition. All surfaces shall be sloped to provide positive drainage. Fill shall be placed at 90% (ninety percent) Proctor. The Contractor will be responsible for all testing of materials and compaction tests.

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, OR ANY PORTION OF THE BID, AND TO WAIVE ANY INFORMALITIES.

REQUIRED STATEMENTS FOR INFORMATION FOR BIDDERS
FOR SRF FUNDED PROJECTS

1. Not applicable

2. Nondiscrimination in Employment

By the submission of its bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity of EPA regulations (40 CFR Part 8, particularly Section 8.29(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor.

In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontract exceed \$10,000). The bidder understands and agrees that “affirmative action” as used herein shall constitute employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonable available for hire for the project.

3. EPA “Fair Share” Policy, MBE/WBE Subcontracting Goal

The successful prime contractor agrees to ensure to the fullest extent possible that at least a 14 percent (6% - MBE; 8% -WBE) “Fair Share” of the SRF funds for subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.

The prime contractor agrees to include in their bid specifications for subcontracts, a 14 percent (6% - MBE; 8% - WBE) “Fair Share”. The prime contractor agrees to report on all procurement actions regardless of the size of the subagreement. The prime contractor agrees to provide documentation of all efforts taken to achieve the “Fair Share”. To evaluate compliance with the “Fair Share” policy, the prime contractor also agrees to comply with the six affirmative steps stated in 40 CFR 33.240; or 40 CFR 31.36(e), or 40 CFR 35.6580, whichever is applicable.

The SRF loan recipient agrees to submit to the Small Disadvantaged Business Utilization Coordinator, EPA, Grants Administration, a complete EPA Form 5700-52A, MBE/WBE Utilization Report, within 30 days after the end of each federal fiscal quarter (January 30, April 30, July 30, and October 30).

4. Employment under Public Contracts, LB 403, Approved by the Governor April 8, 2009.

The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.

“The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- a. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us;
- b. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and,
- c. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.”

5. Additional Assurances and Requirements of EPA and NDEQ related to the Project are more fully described in later sections of these Contract Documents.

BID DOCUMENTS

BIDDER: _____

Project: City of Bellevue

“WASTE WATER TREATMENT PLANT DEMOLITION”

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for **“WASTE WATER TREATMENT PLANT DEMOLITION”** and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) _____ thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within one hundred twenty (120) calendar days. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

Signature of Bidder - Title

Name of Company

Business Address

Phone Number

ITEMIZED BID SCHEDULE

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTALS
<u>MOBILIZATION</u>	1 LS	_____	_____
<u>DEMO OF BUILDINGS/SHEDS</u>	10 EA	_____	_____
<u>CONCRETE REMOVAL</u>	4,043 SY	_____	_____
<u>REMOVAL OF STORM SEWER PIPE</u>	690 LF	_____	_____
<u>REMOVAL OF MANHOLES & INLETS</u>	9 EA	_____	_____
<u>FILL MATERIAL FOR VOIDS</u>	1LS	_____	_____
<u>ASBESTOS ABATEMENT (OTHER)</u>	1LS	_____	_____
<u>HAZARDOUS WASTE ABATEMENT</u>	1LS	_____	_____
<u>SEEDING</u>	3 ACRES	_____	_____
	TOTAL		_____



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor

Date

Print Name

Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No		
_____ Signature of Prime Contractor		_____ Date
_____ Print Name		_____ Title
_____ Signature of Subcontractor		_____ Date
_____ Print Name		_____ Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (d)

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

Instructions for EPA Form 5700-49 (11-88)

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation (available upon request from NDEQ).

Where to Submit:

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective contractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202-475-8025)

Or From:

Nebraska Department of Environmental Quality
Financial Assistance Section
Suite 400, 1200 N Street, The Atrium
P.O. Box 89222
Lincoln, NE 68509-8922
(Telephone: 402-471-2186 or Toll Free 877-253-2603)

SRF Federal Assurances (Rev.6/1/10)

NOTICE TO PROCEED

To: *Contractor*

Project: **WASTE WATER TREATMENT PLANT DEMOLITION**
City of Bellevue, Nebraska

You are hereby notified to commence work on the above Project in accordance with the Contract dated _____ . The Notice to Proceed is dated _____ to commence with the work stated in the contract. The official start date is _____. Work shall be completed within one hundred twenty (120) calendar days.

City of Bellevue
OWNER

BY: _____

TITLE: _____

SITE DEMOLITION

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, and equipment necessary to complete the work which includes, but is not limited to, the following:
- 1) Demolition and disposal of all the existing above and below grade structures including all foundation elements, floor slabs and appurtenant pavement, slabs, etc., as shown on the Drawings six feet below the approximate finished grade elevation of 973.
 - 2) Review reports, available from the Owner, in regards to hazardous materials. The report is included with these bid documents.
 - 3) Demolition and disposal of slabs, walks, and pavements in locations on the site as shown on the Drawings.
 - 4) Removal of existing utility services in accordance with all applicable regulations and utility company requirements. Brace or protect utilities that are to remain.
 - 5) Clearing and grubbing of brush, vegetation and debris inside the limits of areas to be disturbed as shown on the Drawings.
 - 6) Provision of security and safety fencing at all construction perimeters. This includes furnishing, installing, and maintaining security fencing from Notice to Proceed until completion of the demolition and filling of excavations to a condition no longer requiring protective fencing. The Contractor shall remove the security fencing from the site when no longer required and prior to installing temporary seeding.

1.2 CONSTRUCTION DETAILS:

- A. The CONTRACTOR, or his agents, shall not have any right or authority to sell or otherwise dispose of any building or garage intact, or any major part, section, subsection or portion thereof, or fixtures and appurtenances at the job site. All buildings and sheds shall be razed or demolished at the job site prior to the removal or disposal of the debris and materials. The CONTRACTOR shall conduct any sale of materials at his off-site areas, and not within the area of demolition.
- B. The CONTRACTOR shall at all times take necessary precautions to protect the life and health of all persons employed on the project. He shall provide all necessary safety devices and safeguards in accordance with the best accident prevention

practices and latest Occupational Safety Regulations. The CONTRACTOR shall familiarize himself with various publications and manuals edited by recognized authorities on accident prevention and Occupational Safety Regulations, and use such information as a guide in furnishing the proper safeguards and safety devices. All such protection shall be furnished to employees without cost.

- C. Attention is directed to the fact that the streets adjacent to the removal or demolition area shall be maintained for traffic use at all times. In addition, the streets shall be kept clear of any debris and rubbish resulting from the removal or demolition operations.
- D. No explosives shall be used in the demolition operations.
- E. The CONTRACTOR shall exercise due caution and shall provide protection of all adjacent properties abutting the demolition tract at all times. Any item of removal which lies on or near a property line, which, in the opinion of the ENGINEER, would endanger or damage the adjacent property, if removed, shall remain in place until permission has been obtained from the adjacent property owner.

1.2 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent structures.
- B. Provide, erect, and maintain temporary barriers and security devices in addition to the project perimeter security fencing.
- C. Conduct operations with minimum interference to parking lots and roadways to remain open. Maintain protected egress and access at all times.
- D. Obtain and review inspection reports obtained by the Owner in regards to hazardous materials on the sites. Comply with all applicable safety and material handling regulations applicable to the materials that are identified.

1.3 REMOVAL OF EXISTING BUILDINGS:

- A. All buildings, unless otherwise noted in the specifications, shall be demolished at the job site in their entirety, and all debris and rubbish removed from the site.
- B. All material and rubbish that are removed from the site shall become the property of the CONTRACTOR, and shall be disposed of as provided for in these specifications.
- C. The CONTRACTOR shall provide barricades adjacent to structures under demolition to protect the public and workers from falling debris and operating equipment. Warning signs and lights shall be placed at night at all locations where the public is exposed to danger. They shall be maintained continuously during the period that danger to the public exists.

1.4 SUBMITTALS

- A. Submit shop drawings showing proposed location of perimeter security fencing, proposed haul routes off-site for building demolition, proof of landfill use, and proposed sequence of demolition activities.
- B. Provide a photographic survey of the condition of all existing buildings to be removed and adjacent buildings, both on and off-site, prior to beginning any demolition work.
- C. At the completion of the work, provide record drawings that identify the locations of all utility disconnections.
- D. Submit documentation to demonstrate that the firms and personnel proposed to perform the demolition work have experience and capabilities in work of similar nature including specific projects and contact persons.

PART 2 – EXECUTION

2.1 PREPARATION

- A. Prevent unplanned movement or settlement of structures to be removed. Provide bracing and shoring as required.
- B. Mark location of disconnected utilities and drainage pipes. Identify utilities and indicate capping locations on Project Record Documents.
- C. Erect, provide and maintain temporary measures to prevent spread of dust, fumes, noise, and smoke.

2.2 EXAMINATION

- A. Examine existing buildings indicated to be demolished before demolition.
- B. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- C. Arrange for hazardous material abatement for those items identified in the inspection reports made available by the Owner. Verify that hazardous material abatement is complete before beginning demolition. Contractor is to have the required independent third party verification performed, which shall be at the Contractors expense.

2.3 PROTECTIONS

- A. Ensure safe passage of persons around all areas of demolition.

- B. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, or injury to persons.
- C. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and of adjacent facilities to remain.
- D. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
- E. Use water sprinkling and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level.
- F. Comply with governing regulations pertaining to environmental protection, erosion control, and removal of any hazardous materials.

2.4 PERMITS AND REGULATIONS

- A. The Contractor is to comply with applicable building, environmental, and safety regulations pertaining to any demolition work under this contract.

2.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from site debris, rubbish, and other materials resulting from demolition operations.
- B. No burning of any material, debris, or trash on-site will be allowed.
- C. Transport materials removed from demolished structures and dispose off-site to areas that are approved for disposal by governing authorities. Contractor must have prior approval for disposal site before bids will be accepted.

PART 3 – PRODUCTS

3.1 MATERIALS

- A. Structural Fill. The on-site soils, where reasonable free of gravel, organic matter, and construction debris, are considered suitable for reuse as structural fill, subject to adjustment of moisture content. Imported soils shall be low plasticity, silty clay with a liquid limit less than 45 and a plasticity index between 10 and 20 percent. Off-site sources shall be approved by the Geotechnical Engineer.
- B. Unsuitable Materials. If encountered as part of the demolition excavations, such materials shall be removed at the direction of the Engineer. The materials shall be removed from the site and shall not be used in the placement of fills on the site.

PART 4 – EXECUTION

4.1 GENERAL

- A. Prior to undertaking the work of this Contract, become thoroughly familiar with the site, with site conditions, and the sequence of work that will be necessary.
- B. Protection
 - 1) Carefully maintain benchmarks, layout stakes and other reference points.
 - 2) Protect property, including the adjacent buildings, foundations, pavements and walks, which are to remain, from drainage by construction equipment and operations.
 - 3) Preserve active utilities in operating condition. Coordinate with other trades and utility companies for relocation of utilities as shown on the drawings. Notify utility companies involved in advance of work and obtain field locates of all existing utilities.
 - 4) Provide job site perimeter safety fencing.
 - 5) Comply with OSHA regulations.

4.2 OVEREXCAVATION

- A. Overexcavate to remove all existing basement floor slabs and all foundation elements shown for removal on the Drawings.
- B. All overexcavations shall be filled with structural fill to the requirements listed elsewhere in this section.

4.3 FILL PLACEMENT

- A. Prior to placing any fill or replacing soils in over excavated areas, all surfaces shall be proof-rolled with compaction equipment. Soils that are observed to rut or deflect under the moving load should be undercut and replaced with properly compacted fill. The proof rolling shall be done during dry weather conditions in the presence of the Geotechnical Engineer.
- B. Provide and place fill material to fill excavations or depressions left from the removal of structures and foundations to elevation 973. All surfaces shall be sloped to provide positive drainage. Fill is not to be placed on frozen or muddy subgrades. The fill material shall be wetted by aeration, or dried, if required. The fill shall be placed in loose lifts not exceeding eight (8) inches in thickness.

- C. The Contractor shall employ appropriate self-propelled compaction equipment capable of compacting the fill in the corners of the excavation and relatively small working areas.
- D. Any compacted fill, backfill, or subgrade that does not meet the requirements of this specification shall be reworked or removed and properly replaced at the expense of the Contractor.

4.4 EXCAVATING

- A. By appropriate means, excavate as and where necessary to complete all work for the project, including, but not limited to, excavations for building demolition, slabs and trenches.
- B. Excavated materials, which are suitable and required for filling and backfilling, shall be stockpiled at a convenient location. All material which is not suitable or which is not required shall be removed from the site.

4.5 BACKFILLING

- A. Before placing backfill, remove all debris, trash, material subject to termite attack, rot or corrosion, and other objectionable matter. Ensure that ground surfaces are not in a frozen condition. Recompact sides and bottoms of excavations to condition required for backfill. Do not backfill over existing subgrade surfaces, which are porous, wet, or spongy.
- B. Backfilling shall commence as soon as possible after demolition is completed. Exercise care to avoid damage to adjacent construction, walks and pavements.
- C. Maintain optimum moisture content of backfill materials to attain required compaction density.

4.6 WATER AND MOISTURE CONTROL

- A. Unfavorable Weather:
 - 1) Do not place, spread, or compact any fill during unfavorable weather conditions.
 - 2) Remove and replace or otherwise correct all work, which is damaged as a result of weather or water-related factors or does not meet the requirements of the Contract Documents at no expense to the Owner.
- B. Soil Moisture Content: When the moisture content of soil proposed for use as compacted fill material is more than the limit specified, it shall not be used unless the moisture content has been reduced to the acceptable amount. When the moisture content is below the limit specified, appropriate amounts of water shall be added and blended uniformly throughout the material. Soils having moisture

contents above or below the specified limits shall not be incorporated into the work.

4.7 COMPACTION REQUIREMENTS

- A. All fills and utility trench backfills shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D 698, Standard Proctor, while at a moisture content between 3% below and 3% above optimum as determined by said test method.

4.8 FINISH GRADING

- A. After all filling, compaction, and rough grading have been carried out, bring all unpaved surfaces up to the required finish surfaces with the last four (4) inches consisting of topsoil previously stripped and stockpiled. Topsoil shall be evenly spread to the true contours seeding.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Remove stones, roots, grass, weeds, debris, and other foreign materials while spreading. Lightly compact placed topsoil.
- D. Grades, not otherwise shown, shall be uniform levels or slopes between existing finish grades, shaped to drain.
- E. All areas generally, including fill areas and transition areas, shall be uniformly graded. The finish surfaces shall be reasonably smooth, free from irregular surface changes, and free from depressions in which water might accumulate.
- F. Protect all newly graded areas from damage, from construction operation, and from actions of the elements. Any settlement or washing that occurs prior to acceptance of the work shall be repaired and grades reestablished to the required elevations and slopes.

4.9 DISPOSAL OF MATERIALS

- A. Remove from site all earthwork and vegetative debris which is not to be incorporated into the completed work.

4.10 SEEDING

- A. All areas disturbed under this contract shall be seeded. The seed mixture shall be the Non-Irrigated Lawn and Turf mixture set forth in the City of Omaha Standards Specifications for Public Works Construction (tall fescue and perennial rye). Seeding rates and methods shall be as set forth in these Standard Specifications. Payment provisions are not applicable. The Contractor shall include watering the seed for a two-week period after planting.

- 4.11 REMOVE PAVEMENT: At the locations shown on the PLANS, labeled as Pavement, to full depth, (regardless of depth), shall be removed. Pavement removal within the limits includes removal of, but not limited to, all utilities, sewer, trees, sidewalk, bollards, guardrail, retaining walls, footings and foundations and all other items within the pavement removal limits. All items removed, other than pavement, shall be incidental to Remove Pavement. Alternate areas can be added at any time per the OWNERS'S requirements.
- 4.12 PILING MOBILIZATION: If during the demolition of existing buildings, pile foundations are encountered, a mobilization fee for the Contractors equipment to remove the pilings shall be allowed.
- 4.13 REMOVE OTHER BURIED DEBRIS: Other buried debris is defined as any type of debris that cannot be used as structural fill including, but not limited to, objects greater than two (2) inches diameter of rock, wood, steel and other unsuitable material. If buried debris is encountered during pavement or structure demolition and will be under any future improvement or building, the debris shall be removed. Debris shall be removed by the truckload with one truckload assumed to be 12 cubic yards. Remove Buried Debris shall be at the contract unit price per cubic yard.
- 4.14 REMOVE OTHER BURIED FOUNDATIONS: Other buried foundations are defined as foundations other than the 10 existing building foundations being demolished, that were left buried by previous demolition projects on this site. If buried foundations are encountered during pavement or structure demolition and will be under any future improvement or building the foundations shall be removed. Buried Foundations shall be removed by the truckload with one truckload assumed to be 12 cubic yards. Remove Buried Foundations shall be at the contract unit price per cubic yard.

PART 5 – ABESTOS ABATEMENT & ENVIRONMENTAL HAZARDS REMEDIATION

- 5.1 SCOPE OF WORK: This work shall include, but is not limited to, the removal and abatement of asbestos and/or hazardous materials within the designated building along with any and all environmental hazards remediation within the limits of demolition shown on the PLAN. A summary of the abatement and remediation is shown in the report.

CONTRACT

SAMPLE CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____ 20__ by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and _____, _____ ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the _____ ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed _____ Dollars (\$_____) ("Contract Sum"). Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any

time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents. The Contractor shall take out and maintain, during the life of the

Contract, such public liability and property damage insurance (including Contractor's contingent or protective insurance to protect the Contractor from damage claims arising from operation under the Contract) as shall protect Contractor and its subcontractors from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract, including operations of automotive equipment used in making deliveries or in the Work, whether such operations by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be in an amount not less than \$1,000,000.00 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount of not less than \$300,000.00 on account of one accident; and property damage insurance in an amount not less than \$100,000.00 for each accident, and naming the City an additional insured. All such bonds, Contract security and insurance shall be from reputable and financially sound carriers or providers duly authorized to conduct business in the State of Nebraska and shall be in a form satisfactory to City. All bonds and Contract security shall run in favor of City. All policies of insurance shall (i) name City as an additional insured; (ii) provide that the policy of insurance shall not be terminated, canceled or substantially modified without at least thirty (30) days prior written notice to City; (iii) shall contain a "severability of interest" or "cross-liability" endorsement which shall preclude the insurer from denying any claim of City due to the negligent acts or errors or omissions of Contractor; and (iv) shall cover all acts, errors or omissions of all of Contractor's employees and its subcontractors and their employees.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representative's access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue

Attn: _____
210 West Mission Avenue
Bellevue, NE 68005
Fax No.: (402) 293-2783

With a copy to:

Patrick J. Sullivan
Bellevue City Attorney
1246 Golden Gate Drive, Ste. 1
Papillion, NE 68046-2843
Fax No.: (402) 339-0401

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

- n. City's Project representative shall be City Administrator Gary Troutman, or his designee.
- o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.
- p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.
- q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.
- s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.
- t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.
- u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the

E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

ATTEST:

BY: _____
TITLE: _____

EXHIBIT "A"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

BOND FORMS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

As Principal, hereinafter called Contractor, and _____

As surety, hereinafter called Surety, are held and firmly bound unto _____

As Obligee, hereinafter called Owner, in the amount of _____
_____ Dollars (\$ _____),

For the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____
_____, entered into a contract with Owner for _____

In accordance with Drawings and Specifications prepared by _____
_____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alternation or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses

(even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of five (5) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Principal (Seal)

Title

Surety (Seal)

Title

LABOR AND MATERIAL PAYMENT BOND

(This Bond is issued simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract)

KNOW ALL MEN BY THESE PRESENTS: that _____

As Principal, hereinafter called Contractor, and, _____

As Surety, hereinafter called Surety, are held and firmly bound unto _____

As Obligee, hereinafter called Owner, for the use and benefits of claimants as herein below defined, in the amount of _____

Dollars (\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____,

Entered into a contract with Owner for _____

In accordance with Drawings and Specifications prepared by _____

_____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant;

a) unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) after the expiration of one (1) year following the date on which Contractor ceased Work on Said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

THE GENERALITY OF OTHER SECTIONS of this Bond shall not in any way be limited by the following:

It is expressly understood and agreed that this Bond is given to secure and does secure payment by the said Contractor of all just claims for material, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors and for the payment to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under the provisions of Nebraska Law (Sections 48-601 to 48-669) on wages paid to individuals employed in the performance of this Contract, or for all other just claims filed against the Contractor or any of his subcontractors in carrying out the provisions of this Contract.

Contractor (Seal)

Title

Surety (Seal)

Title

**MISCELLANEOUS
FORMS**

WORK CHANGE DIRECTIVE

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER _____
CONTRACTOR _____
Contract: _____
Project: _____
OWNER'S Contract No. _____ ENGINEER's Project No. _____

You are directed to proceed promptly with the following change(s):
Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase (decrease) in Contract Price: \$ _____.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days;
Ready for final payment: _____ days.

RECOMMENDED:

AUTHORIZED:

By: _____
ENGINEER

By: _____
OWNER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract times a Field order should be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space of estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

Certificate of Substantial Completion

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

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:
 The following specified portions:

_____ Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities
 Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

WAIVER AND RELEASE OF LIENS

PROJECT: _____

ADDRESS: _____

PROJECT NO: _____

CONTRACT DATE: _____

CONTRACT FOR: _____

TO: (OWNER) _____

STATE OF: _____ COUNTY OF _____

The Undersigned, having been employed to furnish: _____

For the Contract referenced above, hereby waives and releases any and all liens or claims or rights to lien under the statutes of the State of _____ relating to Mechanic's Liens on account of material and equipment furnished and work, labor and services performed.

FIRM: _____

ADDRESS: _____

BY: _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My Commission expires: _____

CERTIFICATE FOR PAYMENT <i>City of Bellevue</i>				Page:	
Owner's Name & Address: City of Bellevue, Nebraska 210 W Mission Ave. Bellevue, NE 68005				Estimate No.:	
				Period Ending:	
				Date Estimate Prepared:	
Contractor's Name & Address:				Percent Completion:	
				Amount of Contract:	
				Completion Time:	
Project & Description of Work:				Estimated Completion:	
Breakdown of Work Completed to Date:					
Item	Description		Quantity	Unit Price	Amount
	Total				
Breakdown of Materials Delivered: Note: Asterisk denotes items which are complete			TOTAL AMOUNT OF COMPLETED WORK TO DATE		
			LESS AMOUNT RETAINED (10%)		
			LESS PREVIOUS PAYMENTS TO CONTRACTOR		
			TOTAL AMOUNT NOW DUE CONTRACTOR		
CERTIFICATION BY CONTRACTOR - I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract in conformity with the plans and specifications and are true and correct.					
DATE:			CONTRACTOR:		
			SIGNATURE:		
STATEMENT BY ENGINEER - I have examined this periodic cost estimate and state that the materials used and the construction substantially comply with the requirements of the plans and specifications.					
DATE:			City of Bellevue, Nebraska		
			By:		

SUPPLEMENT TO
CERTIFICATE OF INSURANCE
(Liability Policies)

PROJECT: _____

OWNER: _____

ARCHITECT/ENGINEER: _____

NAMED INSURED - CONTRACTOR: _____

COMMERCIAL GENERAL LIABILITY INSURANCE

Insuring Company: _____ Address: _____

Policy No.: _____ Inception Date: _____ Expiration Date: _____

UMBRELLA EXCESS LIABILITY

Insuring Company: _____ Address: _____

Policy No.: _____ Inception Date: _____ Expiration Date: _____

The policy or policies have been endorsed to name the Owner and Architect/Engineer as Additional Insured as respects to above named project and as regards Contractors work only.

Yes

No

Endorsement (is) (is not) attached.

The policy or policies listed herein have been endorsed to provide that thirty (30) days prior notice by Registered Mail from the insuring Company(ies) shall be given to the Owner and Architect/Engineer named in this certificate (and to _____) in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policy(ies) by the insurer and that immediate notice to the same parties by Registered Mail shall be given in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policies by the insured.

Endorsement (is) (is not) attached:

Yes

No

Are any of the above liability policies "claims made" type policies?

Yes

No

If yes, list policy Nos. _____

COVERAGE PROVIDED: (mark appropriate box)

- (A) Operations of Contractor..... Yes No
- (B) Operations of Contractor..... Yes No
- (C) Elevators, if any..... Yes No
- (D) Contractual Liability to include coverage for "Hold Harmless Agreement" if such agreement is contained in the contract documents or a subcontract (in addition to coverage afforded for "incidental contract" as defined in policy)..... Yes No

PROPERTY DAMAGE INCLUDES: (mark appropriate box)

- 1. Coverage for damage due to blasting..... Yes No
- 2. Coverage for damage due to collapse..... Yes No
- 3. Coverage for damage to underground facilities..... Yes No
- 4. Broad form property damage..... Yes No

Special limitations or conditions as respects entire policy: _____

(If entry is made on above three lines, attach a copy of policy exclusions to certificate)

Dated at _____ on _____ by: _____

Insuring Company(ies)	Signature of Authorized Agent(s)	Printed Name of Agent(s)
-----------------------	----------------------------------	--------------------------

Telephone No. of Agency _____ Name and address of Agency: _____

Area Code _____

"THIS SUPPLEMENT MUST BE SIGNED BY THE AGENT OR AGENTS - FACSIMILE NOT ACCEPTABLE.

STD: CERT-INS

GENERAL CONDITIONS

GENERAL CONDITIONS

The General Conditions for this project shall be the Standard General Conditions of the Construction Contract, N.S.P.E. Document 1910-8, published by the National Society of Professional Engineers, 1970 Edition, modified. The Standard N.S.P.E. Document is incorporated herein by reference, made a part of the Contract Documents by reference, and may be examined at the office of the Engineer.

GC-1 Examination of Site and Plans: The Contractor acknowledges that he has examined the site of the proposed Work, the plans and the specifications and has satisfied himself as to the feasibility and correctness of same, and accepts all the terms and conditions thereof.

GC-2 Drawings: The drawings showing the details of the Work specified are designated as "Plans" and form an integral part of the Specifications and Contract documents.

GC-3 Proposal Forms: Proposals must be submitted on the printed form furnished by the Engineer.

GC-4 Contractor's and Subcontractor's Insurance: Contractor shall not commence Work under the Contract until he has obtained the insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Contractor permit any subcontractor to commence Work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

(a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain, during construction of the Contract, Worker's Compensation Insurance for all his employees to be engaged in Work on the project under the contract, and in case any such Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such Work, unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance, the Contractor shall provide and shall cause each subcontractor to provide, adequate insurance for the protection of such of his employees not otherwise protected.

(b) Public Liability, Property Damage Insurance and General Automobile Liability Insurance: The Contractor shall obtain and maintain such public liability, property damage insurance and automobile liability as shall protect him and any subcontractor performing Work covered by the Contract from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operation under the Contract, whether such operation be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$1,000,000 for injuries including accidental death to any one person and subject to the same limit for each person in an amount not less than \$300,000 on account of one accident; and property damage insurance in an amount not less than \$100,000 for each accident.

(c) Proof of Carriage of Insurance: Contractor shall furnish the Owner with Certificate of Insurance and Policy Declaration pages naming City as additional insured five (5) days prior to beginning Work.

GC-5 Materials, Services and Facilities: Except as otherwise specifically stated in these Contract Documents, the Contractor shall provide and pay for all services, coverage's, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

GC-6 Workmanship and Materials: All Work done and all materials and equipment furnished by the Contractor shall strictly conform to the Plans and Specifications. Competent labor and tradesmen shall be used on all Work.

GC-7 Inspection and Testing of Materials:

(a) During the progress of the Work, it shall be subject to the inspection of the Engineer and the Contractor shall afford every reasonable facility and assistance to the Engineer to make such inspection thorough and intelligent.

(b) The fact that the Engineer is on the project site shall not be taken as an acceptance of the Contractor's Work or any part of it.

(c) The Contractor shall notify the Engineer upon the completion of his Contract, and the Work shall be given final inspection and test by the Engineer. Whether the Work is acceptable and complies with the intent of the Plans and Specifications shall be determined at the sole discretion of the Engineer. A recommendation of approval will be made by the Engineer and the Street Superintendent before Work can be accepted by the City Council.

GC-8 Weight Tickets: The Contractor shall submit a copy of all weight tickets to the City Street Superintendent on a current daily basis.

GC-9 Manholes and Valve Boxes: All existing Manholes and Valve boxers shall be raised by the Contractor. See Standard Plate Number 541 for construction detail. This item shall be considered separate pay items and will be paid as specified on the Proposal Documents.

GC-10 Clean Up: The Contractor shall leave the Site in a safe and clean condition and shall remove all construction debris and excess asphaltic material from the Site.

GC-11 Guarantee Period: The Contractor guarantees all Work constructed under the Contract against defects in material and workmanship for a period of two (2) years from the date of acceptance. The Contractor shall bear the entire cost and expense of all repairs which may, from any imperfection in Work or material, become necessary within that time.

GC-12 Acceptance of Final Payment: If all specifications and requirements are met and the Work is accepted by the City Street Superintendent after the job is completed to his satisfaction,

he will submit certification to the City for approval of payment for total tonnage applied to the Project.

STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participation in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has

employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provide in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or woman shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to trading programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of an carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and

maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has collective bargaining has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

f. Disseminate the Contractor's EEO policy to providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newsletter, annual report, etc.; by specific review of the policy with all management personnel and with minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notifications to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effort by continually monitoring all personnel and employment related activities to ensure that the EOO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EOO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assess in fulfilling one or more of these affirmative action obligations (7(a) through (p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be assured as fulfilling any one or more of its obligations under 7(a) through (p) of these Specifications effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of a program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority

and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religions, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall not carry out any sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of the specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in the easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the applicant of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 – Friday, April 7, 1978 (Corrected May 5, 1978) – Effective Date: May 8, 1978

Federal Register, Vol. 45, No. 1904, Paragraph 4, revised October 3, 1980

Effective Date: September 30, 1980

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
All years	Insert goals for area	6.9%

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply to goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive order and the regulations in 41 CFR Part

60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Department of Labor EEO Minority Goals for Contractor Workforce
As per the October 3, 1980 Federal Register by Region 7 Counties

Iowa	Clarke.....2.4	Hancock.....2.0	Mahaska.....2.4
	Clay.....0.4	Hardin.....2.0	Marion.....2.4
Adair.....2.4	Clayton.....0.5	Harrison.....5.3	Marshall.....2.4
Adams.....5.3	Clinton.....3.4	Henry.....3.4	Mills.....5.3
Allamakee.....0.5	Crawford.....1.2	Howard.....2.0	Mitchell.....2.0
Appanoose.....2.4	Dallas.....2.4	Humboldt.....0.4	Monona.....1.2
Audubon.....5.3	Davis.....2.4	Ida.....1.2	Monroe.....2.4
Benton.....1.5	Decatur.....2.4	Iowa.....1.5	Montgomery.....5.3
Black Hawk.....4.7	Delaware.....0.5	Jackson.....0.5	Muscatine.....3.4
Boone.....2.4	Des Moines.....3.4	Jasper.....2.4	O’Brien.....1.2
Bremer.....2.0	Dickinson.....0.4	Jefferson.....2.4	Osceola.....0.8
Buchanan.....2.0	Dubuque.....0.6	Johnson.....1.5	Page.....5.3
Buena Vista.....0.4	Emmet.....0.4	Jones.....1.5	Palo Alto.....0.4
Butler.....2.0	Fayette.....2.0	Keokuk.....2.4	Plymouth.....1.2
Calhoun.....0.4	Floyd.....2.0	Kossuth.....0.4	Pocahontas.....0.4
Carroll.....0.4	Franklin.....2.0	Lee.....3.4	Polk.....4.5
Cass.....5.3	Fremont.....5.3	Linn.....1.7	Pottawattamie...7.6
Cedar.....1.5	Greene.....0.4	Louisa.....3.4	Poweshiek.....2.4
Cerro Gordo.....2.0	Grundy.....2.0	Luca.....2.4	Ringgold.....2.4
Cherokee.....1.2	Guthrie.....2.4	Lyon.....0.8	Sac.....0.4
Chickasaw.....2.0	Hamilton.....0.4	Madison.....2.4	Scott.....4.6

Shelby.....5.3
 Sioux.....1.2
 Story.....2.4
 Tama.....2.4
 Taylor.....5.3
 Union.....2.4
 Van Buren.....2.4
 Wapello.....2.4
 Warren.....4.5
 Washington.....1.5
 Wayne.....2.4
 Webster.....0.4
 Winnebago.....2.0
 Winneshiek.....0.5
 Woodbury.....1.9
 Worth.....2.0
 Wright.....0.4

Kansas

Allen.....2.3
 Anderson.....10.0
 Atchison.....10.0
 Barber.....5.7
 Barton.....5.7
 Bourbon.....2.3
 Brown.....10.0
 Butler.....7.9
 Chase.....5.7
 Chautauqua.....5.7
 Cherokee.....2.3
 Cheyenne.....1.5
 Clark.....5.7
 Clay.....6.5
 Cloud.....1.5
 Coffey.....6.5
 Comanche.....5.7
 Cowley.....5.7
 Crawford.....2.3
 Decatur.....1.5
 Dickinson.....1.5
 Doniphan.....10.0
 Douglas.....7.2
 Edwards.....5.7
 Elk.....5.7
 Ellis.....1.5
 Ellsworth.....1.5
 Finney.....5.7
 Ford.....5.7
 Franklin.....10.0
 Geary.....6.5

Gove.....1.5
 Graham.....1.5
 Grant.....5.7
 Gray.....5.7
 Greeley.....5.7
 Greenwood.....5.7
 Hamilton.....5.7
 Harper.....5.7
 Harvey.....5.7
 Haskell.....5.7
 Hodgeman.....5.7
 Jackson.....6.5
 Jefferson.....9.8
 Jewell.....1.5
 Johnson.....12.7
 Kearny.....5.7
 Kingman.....5.7
 Kiowa.....5.7
 Labette.....2.3
 Lane.....5.7
 Leavenworth.....10.0
 Lincoln.....1.5
 Linn.....10.0
 Logan.....1.5
 Lyon.....6.5
 Marion.....5.7
 Marshall.....6.5
 McPherson.....5.7
 Meade.....5.7
 Miami.....10.0
 Mithcell.....1.5
 Montgomery.....2.3
 Morris.....6.5
 Morton.....5.7
 Nemaha.....6.5
 Neosho.....2.3
 Ness.....5.7
 Norton.....1.5
 Osage.....9.0
 Osborne.....1.5
 Ottawa.....1.5
 Pawnee.....5.7
 Phillips.....1.5
 Pottawatomie.....6.5
 Pratt.....5.7
 Rawlins.....1.5
 Reno.....5.7
 Republic.....1.5
 Rice.....5.7
 Riley.....6.5
 Rooks.....1.5

Rush.....5.7
 Russell.....1.5
 Saline.....1.5
 Scott.....5.7
 Sedgwick.....7.9
 Seward.....5.7
 Shawnee.....9.0
 Sheridan.....1.5
 Sherman.....1.5
 Smith.....1.5
 Stafford.....5.7
 Stanton.....5.7
 Stevens.....5.7
 Sumner.....5.7
 Thomas.....1.5
 Trego.....1.5
 Wabaunsee.....6.5
 Wallace.....1.5
 Washington.....6.5
 Wichita.....5.7
 Wilson.....2.3
 Woodson.....2.3
 Wyandotte.....12.7

Missouri

Adair.....4.0
 Andrew.....9.2
 Atchison.....10.0
 Audrain.....4.0
 Barry.....2.3
 Barton.....2.3
 Bates.....10.0
 Benton.....10.0
 Bollinger.....11.4
 Boone.....6.3
 Buchanan.....9.2
 Butler.....11.4
 Caldwell.....10.0
 Callaway.....4.0
 Camden.....4.0
 Cape Girardeau.....11.4
 Carroll.....10.0
 Carter.....11.4
 Cass.....12.7
 Cedar.....2.3
 Chariton.....4.0
 Christian.....2.0
 Clark.....3.4
 Clay.....12.7
 Clinton.....10.0

Cole.....4.0
 Cooper.....4.0
 Crawford.....11.4
 Dade.....2.3
 Dallas.....2.3
 Daviess.....10.0
 De Kalb.....10.0
 Dent.....11.4
 Douglas.....2.3
 Dunklin.....26.5
 Franklin.....14.7
 Gasconade.....11.4
 Gentry.....10.0
 Greene.....2.0
 Grundy.....10.0
 Harrison.....10.0
 Henry.....10.0
 Hickory.....2.3
 Holt.....10.0
 Howard.....4.0
 Howell.....2.3
 Iron.....1.4
 Jackson.....12.7
 Jasper.....2.3
 Jefferson.....14.7
 Johnson.....10.0
 Knox.....4.0
 Laclede.....2.3
 Lafayette.....10.0
 Lawrence.....2.3
 Lewis.....3.1
 Lincoln.....11.4
 Linn.....4.0
 Livingston.....10.0
 McDonald.....2.3
 Macon.....4.0
 Madison.....11.4
 Maries.....11.4
 Marion.....3.1
 Mercer.....10.0
 Miller.....4.0
 Mississippi.....11.4
 Moniteau.....4.0
 Monroe.....4.0
 Montgomery.....11.4
 Morgan.....4.0
 New Madrid.....26.5
 Newton.....2.3
 Nodaway.....10.0
 Oregon.....2.3
 Osage.....4.0

EPA DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
(See http://www.epq.gov/osbp/dbe_team.htm for more information)

Prime Contractor Responsibilities:

1. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 (DBE regulations) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

2. If the Contractor awards subcontracts, the Contractor should employ the good faith efforts in paragraph No. 3 to try to meet the following subcontracting goal:

Minority business enterprise – 6%, Women’s business enterprise – 8%

3. If the Contractor awards subcontracts, the Contractor should take the following good faith efforts to subcontract with small business enterprises, minority business enterprises, and women's business enterprises (i.e. DBEs):
 - a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local government grant recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourage and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - c. Consider in the contracting process whether firms operating for large contracts could subcontract with DBEs. For Indian Tribal, State and local government grant recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - e. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
4. The Contractor should provide the attached DBE Subcontractor Participation Form (6100-2) and the attached DBE Subcontractor Performance Form (6100-3) to each DBE subcontractor when soliciting bid proposals.
5. The Contractor should complete the attached DBE Subcontractor Utilization Form (6100-4).
6. The Contractor should submit to the Owner with the bid package the completed DBE Subcontractor Utilization Form (6100-4), plus a DBE Subcontractor Performance Form (6100-3) for each DBE subcontractor used in the Contractor's bid.
7. The Contractor should pay DBE subcontractors for satisfactory performance no more than 30 days from receipt of payment from Owner.
8. The Contractor should notify the Owner in writing prior to the termination of a DBE subcontractor for convenience.
9. The Contractor should employ the good faith efforts in paragraph No. 3 if soliciting a replacement after a DBE subcontractor fails to complete work under the subcontract for any reason.
10. The Contractor should employ the good faith efforts in paragraph No. 3 even if the prime

contractor has achieved its fair share objectives in paragraph No. 2.

11. The Contractor should report to the Owner each April 5 and October 5 the DBE participation achieved in each semiannual period ending March 31 and September 30.

12. The Contractor should maintain records documenting efforts to comply with DBE requirements, including documentation of good faith efforts. The records of the successful bidder will be requested by Owner to be maintained in Owner's file.

Subcontractor Responsibilities:

1. A DBE must be certified as per the EPA regulations at 40 CFR 33.204. The DBE must first attempt to be certified by the U.S. Small Business Administration, the U.S. Department of Transportation, an Indian Tribal Government, State Government, local Government, or independent private organization. If unsuccessful, the DBE may apply to EPA.

2. The DBE may submit the attached DBE Subcontractor Participation Form (6100-2) to ATTN: Grant Assistant, EPA Region 7 PLMG, 901 N 5th Street, Kansas City, KS 66101.

3. The DBE should complete the attached DBE Subcontractor Performance Form (6100-3), and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

Website for forms:

http://www.epa.gov/osbp/dbe_forms.htm under Contract Administration Forms section.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<hr/> Subcontractor Signature		<hr/> Title/Date

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

ADDITIONAL REQUIREMENTS OF EPA AND NDEQ FOR SRF PROJECTS

1. Employment under Public Contracts, LB 403, approved by the Governor April 8, 2009.

The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.

“The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.”

2. Right of Entry

“Environmental Protection Agency regulations provide for site visits by federal agencies and associated state agencies. The Nebraska Department of Environmental Quality is an associated state agency and provision for site visits and right of entry shall be granted.”

3. Historical and Archaeological

“If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the State, c/o **Nebraska Historical Society, State Preservation Officer, P.O. Box 82554, Lincoln, Nebraska 68508, Toll Free (800) 833-6747**. No further disturbance of the deposits shall ensue until the contractor has been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and make a determination to the Department of Environmental Quality and owner. Compensation to the contractor, if any, for lost time or change in construction to avoid the find, shall be determined in accordance with changed site conditions or change order provisions of the specifications.”

4. Compliance with the Migratory Bird Treaty Act

“This Federal Act (16 U.S.C. 703-712; Ch. 128 as amended) makes illegal those construction activities that kill (take) migratory birds or destroy eggs, young or active nests. The construction contractor should make reasonable effort to avoid occupied bird nests with eggs or young during clearing and grubbing of trees or trenching and backfilling or other construction activities. Although the provisions of the MBTA are applicable year-round, most migratory bird nesting activity in Nebraska occurs during the period April 1 to July 15. However, some migratory birds are known to nest outside of

the aforementioned primary nesting season period. Raptors can be expected to nest in woodland habitats during February 1 through July 15. Sedge wrens, which occur in some wetland habitats normally, nest from July 15 to September 10. If the construction may result in the taking of nesting migratory birds, U.S. Fish and Wildlife Service (USFWS) recommends that the construction contractor arrange to have a qualified biologist conduct a field survey of the affected habitats. The USFWS's Nebraska Field Office should be contacted immediately for further guidance if a field survey identifies the existence of one or more active bird nests, which cannot be avoided by the planned construction activities. Adherence to these guidelines will help to avoid the unnecessary take of migratory birds and the possible need for law enforcement action. The USFWS address and phone number is the following:

**United States Department of the Interior
Fish and Wildlife Service
Nebraska Field Office
203 West Second Street
Grand Island, NE 68801
(308) 382-6468
E-mail: john_cochnar@fws.gov**

Ground Nesting Birds in Nebraska covered by MBTA

Lark Buntings (*Calamospiza melanocorys*), nest beneath shrubs and bunch grasses¹
McCown's Longspurs (*Calcarius mccownii*), nest in sparse ground cover¹
Horned Larks (*Eremophila alpestris*), nest in sparse ground cover¹
Western Meadowlark (*Sturnella neglecta*), Nebraska State Bird
Red-winged blackbird (*Agelaius phoeniceus*), CRP²
Common yellowthroat (*Geothlypis trichas*), CRP²
Mourning dove (*Zenaida macroura*), CRP²
Piping plover (*Charadrius melodus*), Endangered Species
Interior least tern (*Sterna antillarum*), Endangered Species
Sandhill crane (*Grus Canadensis*)
Whooping crane (*Grus Americana*), Endangered Species

Above Ground Nesting Birds (Raptors) in Nebraska covered by MBTA

Bald Eagle (*Haliaeetus leucocephalus*), Threatened Species
Peregrine Falcon (*Falco peregrine*)
Red-tailed Hawk (*Buteo jamaicensis*)

FOR THE FULL COMPREHENSIVE LIST OF BIRDS COVERED BY MBTA SEE:

www.fws.gov/migratorybirds/intrnltr/mbta/mbtandx.html

1. With, K.A. & D.R. Webb, Microclimate of Ground Nests; The relative Importance of Radiative Cover and Wind Breaks for Three Grassland Species, *The Condor* 95:401-413, 1993.
2. D.H. Johnson, USGS Report: Grassland Bird Use of Conservation Reserve Program Fields in the Great Plains, (701) 253-5539 <http://www.npwrc.usgs.gov/resource/birds/glbuse/glbuse.pdf>

