CONSTRUCTION DOCUMENTS PROJECT MANUAL
PILOT SCALE SEDIMENT AUGMENTATION MANAGEMENT ACTION
DAWSON COUNTY, NEBRASKA

SCHEDULE A – COTTONWOOD RANCH

SCHEDULE B – DYER PROPERTY

Prepared for
Platte River Recovery Implementation Program
Kearney, Nebraska

Prepared by
The Flatwater Group, Inc.
In association with
HDR Engineering, Inc. and Tetra Tech, Inc.

February 2012

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DIVISION 00

PROCUREMENT REQUIREMENTS

ADVERTISEMENT FOR BIDS

The Nebraska Community Foundation, Inc. (Foundation) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (Program) will receive sealed bids for the Sediment Augmentation Pilot Scale Management Action, Schedules A and B, in Dawson and Phelps Counties, Nebraska. These activities are generally described as follows:

SCHEDULE A – COTTONWOOD RANCH

Excavate/push 50,000 tons of sand material generally located in deposits on islands within the high banks of the river into the active channels on the Program's Cottonwood Ranch property located near Overton, Nebraska.

SCHEDULE B – DYER PROPERTY

Establishment of an onsite sand pit operation by expanding an existing sand pit on the Program's Dyer property located near Overton, Nebraska to provide sediment augmentation material (medium coarse and coarse sand) meeting specific gradation requirements, and pumping 50,000 tons of the specified material in the river on the Dyer property.

Bidders may submit bids for Schedule A, Schedule B, or both Schedule A and B but shall not submit partial bids for either schedule. Bidders shall clearly mark their bid forms by filling in all lines on both schedules with their bid prices for each item or the words "No Bid" for all items under the Schedules that the bidder chooses not to submit a bid.

Sealed bids shall be received at the office of the Platte River Implementation Program located at the following address:

Platte River Recovery Implementation Program
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845

All bids must be delivered to the Program Office no later than _____ PM Central Time on _____, 2012. The bids will then be opened and read aloud at that time. All bids shall be submitted in accordance with and on the forms included in the Project Manual.

Contract Documents, including proposal bid forms, Drawings and Project Manual, have been placed on file and may be examined at the Program Office. Electronic copies of the Contract Documents can be obtained by email from the Point of Contact identified below:

Jason Farnsworth
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
farnsworthj@headwaterscorp.com

A **PRE-BID CONFERENCE** will be held on _____, 2012 at _____ AM and will be held at the project site. Project site location is shown on the construction drawings. Potential bidders must attend the pre-bid conference.

No bidder may withdraw its bid after the scheduled time of the bid opening. Bids are to remain open for 60 days after the bid opening.

The Program reserves the right to reject any and all bids or parts thereof, and to waive any irregularities of any bid. The Program also reserves the right to award the contract to such responsible bidders as may be determined by the Program.

Once the contract is awarded, the Program will issue Notice to Proceed. Notice to Proceed will not be later than _____.

1.0 DEFINED TERMS

1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, bid security (if required), the Bid Form, Statement of Qualifications, anticipated Subcontractors, and the proposed Contract Documents (including all Addenda).

1.2 In this section on "Instructions to Bidders", the term Bidder is used to describe a prospective Contractor. When the term Bidder is used, it refers to the company that could become the Contractor; therefore all requirements of the Contractor also pertain to the Bidder, and vice versa.

1.3 The Owner as defined in the General Conditions is the Nebraska Community Foundation, Inc. (Foundation) of Lincoln, Nebraska representing all signatories to the Platte River Recovery Implementation Program (Program). For this construction contract, the Owner shall be responsible for the financial aspects; the technical aspects of the construction Contract will be the responsibility of the Engineer. The Engineer for the construction Contract is defined as The Flatwater Group, Inc.

2.0 COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained as stated in the "Advertisement for Bids".

2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work, and do not confer a license or grant for any other use.

3.0 QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit with the Bid (or within 48 hours of the Bid, if allowed by the Project Manual) written evidence, such as financial data, previous experience, record of performance on previous projects, equipment, information on their permanent place of business, and other such data as may be called for on the Statement of Qualifications contained in the Bidding Documents. If a Bidder has not previously completed and submitted a Program Contractor Prequalification packet, each Bidder must do so prior to submittal of a bid. Prequalification packets are available on the Program's website (www.platteriverprogram.org).

3.2 Each Bidder must be prepared to submit evidence of the Bidder's qualifications to do business in Nebraska, prior to the Notice of Award.

4.0 LIST OF SUBCONTRACTORS

4.1 Each Bidder shall submit a list of subcontractors on the form included in the Project Manual with his Bid.

4.2 Prior to the award of Contract, the Owner shall notify the Bidder if the Owner, after due investigation, has reasonable objection to any Subcontractor listed and does not accept him. Acceptance of any or all listed Subcontractors by the Owner does not relieve the Contractor from any responsibility for its Subcontractors.

5.0 BIDDER INQUIRIES

5.1 All questions regarding the Bid Documents shall be addressed to the Engineer in writing. No questions regarding the Bid Documents will be answered by phone. Inquiries shall be directed to:

Rick Krushenisky, P.E.
The Flatwater Group, Inc.
8200 Cody Driver, Suite A
Lincoln, Nebraska, 68512

5.2 All written questions will be answered in writing and provided to all Bidders in possession of a Bid package.

6.0 PRE-BID CONFERENCE AND SITE SHOWING

To assist Bidders with the development of a Bid price, the Engineer will conduct a Site showing at the location of the construction Project. **Attendance at the Site showing is mandatory for the submission of a Bid. Bids received from Bidders who did not attend the Site showing will not be accepted. Bidders must be on time for the Site showing, and must remain until such time that the Site showing is completed.** Interested Bidders shall meet for the Site showing at the time and location stated in the Advertisement for Bids.

7.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

7.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

7.2 Information and data reflected in the Contract Documents, with respect to Underground Facilities at or contiguous to the Site, is based upon information and

data furnished to the Engineer by owners of such Underground Facilities or others, and the Engineer does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents, due to differing conditions, appear in the General Conditions and Supplementary Conditions.

7.4 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work, are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor.

7.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 7, and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.0 INTERPRETATIONS AND ADDENDA

8.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received within five days prior to the date for opening of Bids will normally not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.2 Addenda may also be issued to modify the Bidding Documents, as deemed advisable by the Owner or Engineer.

9.0 BID SECURITY

9.1 Each Bid shall be accompanied by a Bid Security in the required form and in the amount of five percent (5%) of the total value of the Bid(s) pledging that the Bidder will enter into a contract with the Owner on the terms stated in his proposal and will furnish bonds as described here-in-after covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish

such bonds, the Bid Security shall be forfeited to the Owner as liquidated damages, not as penalty.

9.2 If a surety bid bond is provided it shall be written on an approved form of Bid Bond, and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

9.3 The Owner will have the right to retain the bid security of Bidders until (a), the Contract has been executed and bonds have been furnished or (b), the specified time has elapsed so that Bids may be withdrawn, or (c), all Bids have been rejected.

10.0 CONTRACT TIME

Due to the nature of the work, Bidders must be prepared to complete the work within the time frames contained in the Agreement and Special Provisions of the Bid Documents.

11.0 LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

12.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. A substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor, if acceptable to the Engineer. Application for such acceptance will not be considered by the Engineer until after the effective date of the Agreement. The procedure for submission of any such application by the Contractor, and consideration by the Engineer, is set forth in paragraph 6.05 of the General Conditions, and may be supplemented in the Supplementary Conditions.

13.0 SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

13.1 If requested by the Engineer, the Bidder shall provide information on the qualifications, experience and financial or other data of any Subcontractors proposed on this project. If Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, they may, before the Notice of Award is given, require the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, or other person or organization listed and to whom the Owner or Engineer does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the Owner and Engineer, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

13.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

14.0 BID FORM

14.1 The Bid Form(s) is included with the Bidding Documents; additional copies may be obtained from the Engineer. Bids must be submitted on the forms provided.

14.2 All blanks on the Bid Form must be completed in ink or by typewriter. The Bidder must include both unit prices and extended prices. In case of a difference between the unit price and the extended price, the unit price shall be used in computing the total amount of the bid. In case of a difference between the total bid price and the sum of the extended prices, the sum of the extended prices shall govern.

14.3 Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

14.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

14.5 All names must be typed or printed below the signature.

14.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

14.7 The address, telephone and fax numbers for communications regarding the Bid must be shown.

14.8 Work included in each Bid Item is as covered in the discussion on Measurement and Payment in each applicable section of the Construction Specifications.

15.0 SUBMISSION OF BIDS.

15.1 Contractors shall submit sealed proposals to the Platte River Recovery Implementation Program Office located at the following address:

Platte River Recovery Implementation Program
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845.

15.2 Bids shall be placed in a sealed envelope marked **"Pilot Scale Sediment Augmentation Management Action"** and must include the Contractor's name,

contact person, address and phone number clearly visible on the exterior of the envelope.

15.3 All bids must be submitted on the Bid Form provided in this document and accompanied by the Bid Security and other required documents. Bid Forms must include an original signature(s). Unsigned Bid Forms or bids not provided on the Bid Form will be automatically rejected.

15.4 All bids must be delivered to the Program Office no later than the date and time shown in the Advertisement for Bids. Faxed bids will not be accepted.

16.0 MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed), and delivered to the place where Bids are to be submitted at any time prior to the time of opening of Bids, as called for in the Advertisement for Bids. No Bidder may withdraw his Bid for a period as specified in the Advertisement for Bids after the date and hour set for the opening declared therein.

17.0 OPENING OF BIDS

Bids will be opened and read aloud publicly. An abstract of the amounts of the Bids will be made available to Bidders within one week after the opening of Bids.

18.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for sixty days (60) after the day of the Bid Opening, but the Owner may, in its sole discretion, release any Bid, and return the Bid Security prior to that date.

19.0 AWARD OF CONTRACT

19.1 The Program reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, to negotiate contract terms with the successful Bidder, and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the Program reserves the right to reject the Bid of any Bidder if the Program believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Program. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures, and the correct sum thereof, will be resolved in favor of the correct sum.

19.2 In evaluating Bids, the Program will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form, or prior to the Notice of Award.

19.3 Program may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Program's satisfaction within the prescribed time. The Program may also use previous experience with the Bidder in evaluating qualifications.

19.4 If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder, whose evaluation by the Program indicates to Program that the award will be in the best interests of the Project.

20.0 CONTRACT SECURITY

Not Required.

21.0 INSURANCE CERTIFICATES

The successful Bidder shall be required to furnish, with the executed Agreement, Insurance Certificates called for in the Supplementary Conditions.

22.0 SIGNING OF AGREEMENT

22.1 When the Program gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within five (5) days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Program with the required Bonds. Within five (5) days thereafter, the Program shall deliver one fully signed counterpart to the Contractor. No contract shall be considered as effective until it has been fully executed by all parties.

22.2 If the Bidder to whom the Notice of Award is given does not properly execute the Agreement within the time allowed, the Program may withdraw the Notice of Award, and the Bidder will forfeit his Bid Security.

22.3 Following the execution of the Contract by the Owner and the Contractor, written Notice to proceed with the Work shall be given by the Program to the Contractor. The Contract Times will commence to run with the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement.

23.0 SALES AND USE TAXES

The Contractor must pay all State Sales and Use Tax on materials and equipment to be incorporated in the Work.

24.0 RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

25.0 STATE LAWS AND REGULATIONS

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

END OF SECTION

Project Identification: Pilot Scale Sediment Augmentation Management Action.

This Bid is submitted to:

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
4111 4th Avenue, Suite 6
KEARNEY, NEBRASKA 68845

On behalf of: Nebraska Community Foundation, Inc.

1. The undersigned Bidder proposes and agrees, if this Bid(s) is accepted, to enter into an Agreement with the Owner, in the form included in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Times indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids, and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid Opening. Bidder will sign and submit the Agreement with the Construction Performance Bond and Payment Bond, and other documents required by the Bidding Requirements, within five (5) days after the date of the Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   (a) Bidder has examined copies of all the Bidding Documents, and of the following Addenda (receipt of all which is hereby acknowledged):
   (b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, Work Site, locality, and all local conditions, regulations and permits, local laws or ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work.
   (c) Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.
   (d) This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought, by collusion, to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder agrees to perform all the Work described in the Contract Documents and on the following Bid Schedule(s). The Method of Measurement and Payment shall be as stated in the applicable specifications.

5. Bidder hereby agrees to accept an award of a contract for the Bid Schedule(s) as determined under Section 00 21 13 – Instructions to Bidders, paragraph 19.

6. Bidder agrees that the unit prices shall govern in checking the Bid(s), and, should a discrepancy exist in the sum of extended prices and total amount of Bid(s) after extensions are checked and corrections made, if any, the sum of extended prices shall be used in considering the award of this Contract(s).

7. Bidder will complete the Work for the following unit or lump sum prices(s):

BID SCHEDULE A – COTTONWOOD RANCH						
No.	**Item**	**Unit**	**Estimated In Place Quantity**	**Unit Price**		**Total Estimated Price**
A-1	**Mobilization and Site Preparation/Demobilization**	**LS**	**1**	**$**		**$**
A-2	**Sediment Augmentation (Excavate/Push)**	**CY**	**40,000**	**$**		**$**
A-3	**Site Restoration**	**LS**	**1**	**$**		**$**
	Schedule A Total					**$**

BID SCHEDULE B – DYER PROPERTY						
No.	**Item**	**Unit**	**Estimated In Place Quantity**	**Unit Price**		**Total Estimated Price**
B-1	**Mobilization and Site Preparation/Demobilization**	**LS**	**1**	**$**		**$**
B-2	**Sediment Augmentation (Pumping)**	**TON**	**50,000**	**$**		**$**
B-3	**Site Restoration**	**LS**	**1**	**$**		**$**
	Schedule B Total					**$**

8. The Bidder understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality in any proposal in the interest of the Owner. If an award is made, it will be made to the lowest Bidder(s) that is determined qualified and responsible at the sole discretion of the Owner.

9. Bidder agrees that the Work, Pilot Scale Sediment Augmentation Management Action (Schedule A and/or B), will be substantially complete in accordance with Paragraph 3.1 of the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

10. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of five percent (5%) of the total value of the Bid(s).

11. Communications concerning this Bid shall be addressed to:

Contractor _____

Address _____

City/State/Zip _____

Phone _____

Fax _____

E-mail _____

12. The terms used in this Bid, which are defined in the General Conditions and Supplementary Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions and Supplementary Conditions.

SUBMITTED ON _____, 20___

BY _____
Name (Individual, Partnership, Corporation, or Joint Venture)

_____
(State of Residency)

BY _____
(Name of Person Authorized to Sign) (Signature and Printed)

_____
(Title)

Corporate Seal (If Applicable)
Attest _____
(Secretary)

Business Address: _____

Phone No.: _____ Fax No.: _____

License No.:_____

ANTICIPATED SUBCONTRACTORS

1. Description of Work to be sublet _____

_____

Approximate Dollar Amount of Subcontract $_____

Probable Subcontractor _____

Address _____

2. Type of Work to be Sublet _____

_____

Approximate Dollar Amount of Subcontract $ _____

Probable Subcontractor _____

Address _____

3. Type of Work to be sublet _____

Approximate Dollar Amount of Subcontract $ _____

Probable Subcontractor _____

Address _____

Statement of Qualifications: The Contractor shall submit a statement of the Subcontractor's qualifications and shall obtain written permission from the Owner prior to the actual subletting or assignment of any portion of the Contract as per Section 6.06 of the General Conditions.

PREVIOUS EXPERIENCE OF BIDDER

SIMILAR PROJECTS COMPLETED (List at least three)

1. DATE_____ VALUE _____

Name of Project, Address, Type of Improvement_____

_____

_____

_____

Name/Phone of Owner_____

Name/Phone of Engineer _____

2. DATE _____ VALUE_____

Name of Project, Address, Type of Improvement _____

_____

_____

_____

Name/Phone of Owner_____

Name/Phone of Engineer _____

3. DATE_____ VALUE_____

Name of Project, Address, Type of Improvement _____

_____

_____

_____

Name/Phone of Owner_____

Name/Phone of Engineer _____

SIMILAR PROJECTS UNDER CONTRACT (List at least one, if any)

1. DATE _____ VALUE_____

Name of Project, Address, Type of Improvement _____

_____

_____

_____

Name/Phone of Owner_____

Name/Phone of Engineer_____

2. DATE _____ VALUE_____

Name of Project, Address, Type of Improvement _____

_____

_____

_____

Name/Phone of Owner_____

Name/Phone of Engineer_____

END OF SECTION

DIVISION 00

CONTRACTING REQUIREMENTS

NOTICE OF AWARD

Dated _____

TO:_____
(BIDDER)

ADDRESS:_____

_____

PROJECT: Pilot Scale Sediment Augmentation Management Action, Schedule A – Cottonwood Ranch and/or Schedule B – Dyer Property, in Dawson and Phelps Counties, Nebraska.

You are notified that your Bid dated _____for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the work to include:

SCHEDULE A – COTTONWOOD RANCH

Excavate/push 40,000 cubic yards (cy) of sand material generally located in deposits on islands within the high banks of the river into the active channels on the Program's Cottonwood Ranch property located near Overton, Nebraska.

SCHEDULE B – DYER PROPERTY

Establishment of an onsite sand pit operation by expanding an existing sand pit on the Program's Dyer property located near Overton, Nebraska to provide sediment augmentation material (medium coarse and coarse sand) meeting specific gradation requirements, and pumping 50,000 tons of the specified material in the river on the Dyer property.

The Amount of your Contract is _____

_____

Three copies of each of the proposed Contract Documents accompany this Notice of Award. Also included are three copies of the Agreement.

You must comply with the following within five (5) days of the date of this Notice of Award:

1. Deliver to the Engineer three fully executed counterparts of the Agreement.
2. Deliver the required Insurance certificates and performance and payment bonds as specified in the Contract Documents.
3. (List other conditions)_____

_____

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within five (5) days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Please acknowledge your receipt of this notice in the space provided below and return a copy along with any and all future project correspondence to Platte River Recovery Implementation Program, 4111 4th Avenue, Suite 6, Kearney, Nebraska 68845.

By: Program

(Owner's Authorized Representative)

Title

Receipt Acknowledged:

By:

Representative

Title

Date

THIS AGREEMENT is dated as of the_____ day of _____ in the year 2012, by and between the Nebraska Community Foundation, Inc. (hereinafter called Owner) representing all signatories to the Platte River Recovery Implementation Program (Program), and _____ (hereinafter called Contractor). The following persons are authorized to represent the parties through this Agreement: Diane Wilson representing the Owner, Dr. Jerry Kenny representing the PROGRAM; and _____ representing the Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents for *Pilot Scale Sediment Augmentation Management Action, Schedule A – Cottonwood Ranch and/or Schedule B – Dyer Property*. The Work is generally described as follows:

SCHEDULE A – COTTONWOOD RANCH

Excavate/push 40,000 cubic yards (cy) of sand material generally located in deposits on islands within the high banks of the river into the active channels on the Program's Cottonwood Ranch property located near Overton, Nebraska.

SCHEDULE B – DYER PROPERTY

Establishment of an onsite sand pit operation by expanding an existing sand pit on the Program's Dyer property located near Overton, Nebraska to provide sediment augmentation material (medium coarse and coarse sand) meeting specific gradation requirements, and pumping 50,000 tons of the specified material in the river on the Dyer property.

ARTICLE 2. ENGINEER.

The Flatwater Group, Inc. will serve as the Engineer. The Engineer may in writing designate a representative(s) who shall carry out the Engineer's functions as set forth in the Contract Documents. In all cases as provided for in this Agreement, the powers, authorities, rights and responsibilities of the Engineer shall also extend to the Engineer's representative(s).

ARTICLE 3. CONTRACT TIME.

3.1 Substantial Completion. Substantial Completion of all augmentation work is to be completed as soon as possible following issuance of the Notice to Proceed and shall be completed no later than _____, 2012.

3.2 Final Completion. Final Completion of all work shall be completed no later than _____, 2012.

3.3 In determining whether an extension of time will be granted, consideration will be given to unusual weather conditions that may delay the completion of the Work, providing the Contractor has notified the Owner, in writing, that an extension of time is needed.

3.4 Time of the Essence. The Owner and Contractor recognize that time is of the essence of this Agreement.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor for completion of the Work, in accordance with the Contract Documents according to the Bid, which is attached as an Exhibit. The total awarded sum is $_____. The total price can vary due to the actual quantities of the unit price items installed, or due to Change Orders. Measurement and payment for bid items shall be per information provided in the applicable specifications.

ARTICLE 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer, as provided in the General Conditions.

5.1 A semi-final payment will be made only upon substantial completion of all work. Substantial completion shall have been achieved when, based upon the recommendation of the Engineer, all work required in the Contract Documents has been completed with the exception of minor corrections or adjustments.

The amount of the semi-final payment to be provided will be the balance of the amount remaining under the Contract minus two times the value of any items remaining to be corrected or adjusted as well as any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Upon satisfactory completion of the corrections and/or adjustments, the PROGRAM shall, upon receipt of a requisition approved by the Owner, promptly pay these items. The PROGRAM shall retain any funds as may be required to satisfy claims, liens and judgments against the Contractor arising in connection with of the project and which have not been suitably discharged.

Reduction of the balance of the amount due under the Contract does not relieve the Contractor of the responsibility for corrective work or adjustments required during the guarantee period.

Prior to issuance of the semi-final payment, the Contractor shall furnish to the Owner (on forms supplied in the Bidding Documents), a sworn statement that all materials, labor, equipment etc. that have been furnished performed or otherwise included under the Contract, have been paid for. In the event all Contractor costs have not been paid, the Contractor must provide a statement of the balance due to each and every supplier of labor, materials, equipment, etc.

If required by the Owner, the Contractor shall provide similar statements from Subcontractors or suppliers, etc. to the same effect that they have paid for all labor, materials etc. furnished by them and used in connection with the Contract or a statement of any unpaid balances.

5.2 Final Payment will be made upon certification issued by the Owner, in consultation with the Engineer, that all work has been completed in accordance with the Contract and upon proof that any claims, liens or judgments have been suitably discharged.

The PROGRAM shall make the final payment promptly upon receipt of a Certification of Final Completion from the Engineer, and signed by the Contractor and Owner.

ARTICLE 6. CONTRACTOR'S REPRESENTATIVES

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

6.2 Contractor has studied carefully all reports of investigations and tests of latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

6.3 Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data, in addition to those referred to above, as he deems necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

6.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 Contractor has carefully reviewed and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities.

6.6 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

7.1 Agreement
7.2 Notice of Award and Notice to Proceed

7.3 Certificates of Substantial and Final Completion, Affidavit on Behalf of Contractor, and Final Waiver of Lien
7.4 Storm Water Pollution Prevention Plan
7.5 General Conditions and Supplementary Conditions to the General Conditions
7.6 Technical Specifications for applicable Schedules

Division 01 - General Requirements
Division 31 – Earthwork

7.7 Drawings and Details for applicable Schedules

Drawing Number 1:	Cover Sheet
Drawing Number 2:	Vicinity Map
Drawing Number 3:	Cottonwood Ranch Augmentation Location Schedule A
Drawing Number 4:	Cottonwood Ranch Source Area Topographic Map Schedule A
Drawing Number 5:	Dyer Property Augmentation Location Schedule B

7.8 Addenda listed on the Bid forms
7.9 Special Provisions
7.10 Contractor's executed Bid forms
7.11 Any modifications, including Change Orders, duly delivered after execution of Agreement

There are no Contract Documents, other than those listed above, in this Article 7. The Contract Documents may only be amended, modified, or supplemented, as provided in Article 3 of the General Conditions.

The Contract Documents listed above are intended to be complementary and to describe and provide for a complete work. The Contractor shall not take advantage of an apparent error or omission in the plans and specifications. If the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under, or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 The Owner has delegated signature authority to the Program for the Notice of Award, Notice to Proceed and Substantial Completion Forms. The Owner retains signature authority for the Agreement and Final Completion Forms.

ARTICLE 9. OTHER PROVISIONS.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, 20___.

OWNER:	CONTRACTOR:
_____	_____
By:_____	By:_____
Title:_____	Title: _____
	(CORPORATE SEAL)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No. _____
	Agent for service of process:
	_____

(If the Contractor is a corporation, attach evidence of authority to sign).

END OF SECTION

NOTICE TO PROCEED

TO: _____ DATED: _____
(Contractor)

ADDRESS: _____
_____

PROJECT NAME: Pilot Scale Sediment Augmentation Management Action Schedule A – Cottonwood Ranch and/or Schedule B – Dyer Property.

OWNER'S CONTRACT NO.: n/a

You are notified that the Contract Times under the above Contract will commence to run on _____, 2012. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion are _____, 2012, the dates of completion and readiness for final payment are _____, 2012 (completion dates may be subject to need for weather shutdown).

Before you may start any Work at the site, you must (add requirements):
_____
_____
_____

Program

By: _____
(Owner's Authorized Representative)

_____
(Engineer)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Pilot Scale Sediment Augmentation Management Action Schedule A – Cottonwood Ranch and/or Schedule B – Dyer Property.

Contractor: _____ Engineer: _____

Contract For: _____ Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents, or to the following specified parts thereof:

To: Nebraska Community Foundation, Inc. (Owner)

And to: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

_____
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be complete or corrected by Contractor within _____days of the above date of Substantial Completion.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

Owner: _____

_____

_____

Contractor: _____

_____

_____

The following documents are attached to and made a 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 on _____, 20_____

_____
(Engineer)

By _____
(Authorized Signature)

Contractor accepts this Certificate of Substantial Completion on _____, 20_____

_____
(Contractor)

By _____
(Authorized Signature)

Owner accepts this Certificate of Substantial Completion on _____, 20_____

_____
Program

By_____

CERTIFICATE OF FINAL COMPLETION

Project: Pilot Scale Sediment Augmentation Management Action Schedule A – Cottonwood Ranch and/or Schedule B – Dyer Property

Contractor: _____ Engineer: _____

Contract For: _____ Contract Date: _____

This Certificate of Final Completion applies to the Work under the Contract Documents, or to the following specified parts thereof:

To: Nebraska Community Foundation, Inc. (Owner)

And To _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and that Work is hereby declared to be complete in accordance with the Contract Documents on:

_____
(Date of Final Completion)

The Affidavit on Behalf of Contractor is attached to and made a part of this Certificate.

Executed by Engineer on _____, 20___

_____
(Engineer)

By: _____
(Authorized Signature)

Contractor accepts this Certificate of Final Completion on _____, 20___

_____
(Contractor)

By: _____

Owner accepts this Certificate of Final Completion on _____, 20___

_____
(Nebraska Community Foundation, Inc.)

By: _____

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF_____

COUNTY_____

CITY_____

DATE_____

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL WORK HAS BEEN performed and materials supplied in strict accordance with the terms and conditions of the corresponding Contract Documents between NEBRASKA COMMUNITY FOUNDATION, INC., the OWNER, AND _____
THE CONTRACTOR, DATED _____for the Pilot Scale Sediment Augmentation Management Action Schedule A – Cottonwood Ranch and/or Schedule B – Dyer Property.

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named CONTRACTOR and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting form or arising out of any work done or ordered to be done by said CONTRACTOR under the above identified contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the CONTRACTOR releases and forever discharges the OWNER from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the OWNER to make FINAL PAYMENT under the terms of the Contract, relying on the truth and statement contained therein.

CONTRACTOR: _____ DATE:_____

_____
ADDRESS CITY STATE ZIP CODE

SIGNATURE AND PRINTED NAME _____

TITLE:_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS_____ DAY OF_____20_____.

NOTARY PUBLIC _____
My Commission Expires:

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by_____(Contractor) to furnish labor and/or materials for work, under a contract **DATED** _____ for the Pilot Scale Sediment Augmentation Management Action Schedule A - Cottonwood Ranch and/or Schedule B – Dyer Property (Project) in Dawson and Phelps County, **STATE OF** Nebraska of which the Nebraska Community Foundation, Inc. is the Owner.

NOW, THERFORE, this_____ day of _____, 20___, for and in consideration of the sum of _____ Dollars paid simultaneously herewith (if any payment is due at this time), the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

_____(SEAL)
(Name of Sole Ownership, Corporation Partnership)

Affix Corporate
Seal here

_____(SEAL)
(Signature of Authorized Representative)

_____
Printed Name

_____
Title

SECTION 00 72 00

General Conditions

EJCDC Document C-700

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by **ENGINEERS JOINT CONTRACT DOCUMENTS**

COMMITTEE

and Issued and Published

Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the NATIONAL
SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*-—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—-*The* form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*-—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*-— The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--*The* individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—-*The* Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—-*The* Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*-—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*-—*A* demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*-—*The* entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*— Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*-—*The* moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*-—*The* number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—-*The* individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--*See* Paragraph 1 LOLA for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—-*The* date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—-*The* individual or entity named as such in the Agreement.

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20. *Field Order*—-*A* written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—-Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*—-*The* presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*-—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*-—*A* principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*-—*A* written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—-*The* individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--*Poly*chlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—-*A* schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*-—*The* total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*-—*The* bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--*Source*, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* — An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*—-*The* authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*-—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--*A* schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*-—*A* schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*-—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*-—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*-—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*-—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*—-*The* Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier—K* manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities—AW* underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--*Work* to be paid for on the basis of unit prices.

51. *Work*-—*The* entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*—-*A* written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "pro vide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

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(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16. A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, explo ration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Under ground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16. A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stop page or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

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in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05. A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reason able objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities per forming or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17. C. 1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Sub contractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employ ee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20. A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D. 1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Con tract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

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properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07. A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

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promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18. A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01. A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 1 LOLA and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

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by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Con tract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.1 1.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work re moved and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take posses sion of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

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inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

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Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01. A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 00

Supplementary Conditions

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Documents, EJCDC C-700 (2002 Edition) (Section 00 72 00) as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

SC-1.01 Defined Terms

The terms used in these Supplementary Conditions are defined in the Standard General Conditions.

Add the following language at the end of the definition of "Agreement":

> The definition of the word "Contract" is synonymous with the word "Agreement" and is used interchangeably in the Contract Documents.

Add the following language at the end of the definition of "Drawings":

> The definition of the word "plans" is synonymous with the word "drawings" and is used interchangeably in the Contract Documents.

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete Paragraph 2.01 B in its entirety.

SC-2.02 Copies of Documents

Amend the first sentence of Section 2.02 to read as follows:

> Owner shall furnish to Contractor up to five printed or hard copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

SC-2.06 Preconstruction Conference

Add the following two new paragraphs immediately after Paragraph 2.06.A:

B. A list of supervisory and responsible-in-charge personnel working on the project shall be provided by Contractor for the Preconstruction Conference.

C. Contractor shall submit contact information for at least one person who will be Contractor's representative to respond to emergency conditions. Contractor shall provide Engineer with the representative's telephone number prior to commencement of construction.

SC-2.07.A Initial Acceptance of Schedules

Delete the first sentence of Paragraph 2.07.A in its entirety and insert the following in its place:

Prior to the first application for payment, all schedules and documents identified in Section 2.05 shall be finalized and acceptable to Engineer and Owner. No progress payment shall be made to Contractor until the schedules are submitted to and acceptable to Engineer and Owner.

SC-3.01 Intent:

Add the following new paragraph immediately after Paragraph 3.01.C:

D. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

SC-3.03.A.1 Reporting and Resolving Discrepancies:

Add the following new paragraph immediately after Paragraph 3.03.A.3:

4. Contractor shall not take advantage of an apparent error or omission in the Contract Documents.

SC-4.01.A Availability of Lands

Delete Paragraph 4.01.A in its entirety and insert the following in its place:

A. Contractor shall confine construction operations to the immediate vicinity of the location shown on the Drawings, and shall use due care in placing construction tools, equipment, excavated materials, and materials to be installed, and supplies, so as to cause the least possible damage to property and interference with traffic and property, and to stay within Owner's property or easements obtained for the project. If it is necessary or desirable that Contractor use land outside Owner's property limits or easements, Contractor shall notify Owner. If Owner approves, Contractor may obtain consent from landowner and tenant of the land outside Owner’s property limits or easements. Contractor shall not enter property outside Owner’s property limits easements for materials delivery or occupy for any other purpose with men, tools, equipment, construction materials, or with materials excavated from the site, any private property outside the designated construction easement boundaries without written permission from the landowner.

SC-4.01.B Availability of Lands

Delete Paragraph 4.01.B in its entirety.

SC-4.02 Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 4.02.B:

C. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:

1. Two soil borings were completed on the Dyer property in April of 2010. The borings are identified as C4 and C5 on SC-4.02 Figure 1, attached to these Supplementary Conditions. Samples for gradation analysis were collected at four depths from each boring location. SC-4.02 Table 1 identifies the sample depths analyzed for each boring. The following boring logs are attached for the two borings completed on the Dyer Property:

   a. Boring C-4; Completed by Contract Exploration Drilling, 4/12/2010.

   b. Boring C-5; Completed by Contract Exploration Drilling, 4/13/2010.

2. The following grain size analysis reports are attached to these Supplementary conditions:

   a. Sample C4-1 - Midwest Laboratories, Inc. Report No. 10-124-2079, 4/13/2010

   b. Sample C4-2 - Midwest Laboratories, Inc. Report No. 10-124-2153, 4/13/2010

   c. Sample C4-3 - Midwest Laboratories, Inc. Report No. 10-124-22154, 4/13/2010

   d. Sample C4-4 - Midwest Laboratories, Inc. Report No. 10-124-2155, 4/13/2010

   e. Sample C5-1 - Midwest Laboratories, Inc. Report No. 10-124-2156, 4/13/2010

   f. Sample C5-2 - Midwest Laboratories, Inc. Report No. 10-124-2157, 4/13/2010

   g. Sample C5-3 - Midwest Laboratories, Inc. Report No. 10-124-2158, 4/13/2010

   h. Sample C5-4 - Midwest Laboratories, Inc. Report No. 10-124-2159, 4/13/2010

SC-4.06 Hazardous Environmental Condition at Site

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazard Environmental Conditions at the Site are known to Owner.

B. Not used.

SC-5.03.B Certificates of Insurance

Delete Paragraph 5.03.B in its entirety.

SC-5.04 Contractor's Liability Insurance

Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation and related coverages under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal (e.g. Longshoreman's)	Statutory
c.	Employer's Liability	$1,000,000

d. Workers Compensation Insurance shall include an "All States" endorsement.

2. Contractor's General Liability under Paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:

a.	General Aggregate	$2,000,000
b.	Products - Completed Operations Aggregate	$2,000,000
c.	Bodily Injury and Property Damage	
	Each Occurrence	$1,000,000
	Annual Aggregate	$2,000,000

d. Coverage will include:

1) Premises - Operations

2) Operations of Independent Contractors

3) Products and Completed Operations

4) Contractual

5) Personal Injury

6) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

e. Contractor's General Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or "umbrella" insurance. Primary occurrence limit cannot be less than $2,000,000.

f. Include umbrella liability coverage for $1,000,000 (may include with E above, if umbrella policy is used there).

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions (include "all owned", "hired" and "non- owned"):

a. Bodily Injury:

Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage:	
Each Accident	$1,000,000
Or	
Combined Single Limit of	$1,000,000.

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide for not less than the following amounts:

a. Bodily Injury:

Each Person	$1,000,000
Each Accident	$1,000,000
Annual Aggregate	$2,000,000

b. Property Damage:

Each Accident	$1,000,000
Annual Aggregate	$2,000,000

5. Contractor shall purchase and maintain a separate $1,000,000 Protective Liability policy covering Owner and Engineer.

6. Add a new paragraph at the end of Paragraph 5.04B.1 as follows:

Contractor's insurance coverage shall name Owner and Engineer as additional insured under Commercial General Liability, Automobile Liability, Excess or Umbrella polices.

SC-5.04.B Contractor's Liability Insurance

Add a new paragraph immediately after Paragraph 5.04.B.7:

8. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall secure and maintain such insurance from an insurance company (or companies) licensed to write insurance in Nebraska, with minimum "A. M. Best Rating" of B+, VI, as will protect himself, his Subcontractors, Owner and Engineer and their respective agents and employees and Engineer's Consultants from claims for bodily injury, death or property damage which may arise from operations and completed operations under this Agreement. Such coverage shall be written for claims arising out of all premises/operations, subcontracted operations, products/completed operations, and all liability assumed by the Contractor under any contract or agreement. Contractor shall not commence work until required insurance has been obtained and certificate of insurance, with binders or certified copies of insurance policies have been filed with Owner, Engineer and named additional Insureds.

SC-5.04.B.5 Contractor's Liability Insurance

Amend Paragraph 5.04.B.5 by deleting the words "30 days" and replacing them with the words "45 days." The remaining portions of Paragraph 5.04.B.5 remain in effect.

SC-5.05 Owner's Liability Insurance

Delete Paragraph 5.05.A in its entirety and insert the following new paragraph in its place:

A. Contractor shall obtain and pay the entire premium for Owner's Protective Liability Coverage to protect Owner and Engineer for their liability against claims that may arise from operations under this Agreement.

SC-5.06 Property Insurance

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following new paragraphs in their place:

A. Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, materials and equipment, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other perils as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers and architects);

4. cover materials and equipment in transit for incorporation in the Work or stored at the Site or at another location prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow occupancy and partial utilization of the Work by Owner;

6. include testing and start-up;

7. be maintained in effect throughout the life of the Agreement unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 45-days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Contractor shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 5.06.A shall comply with the requirements of 5.06.C. The qualifications of the insurance company shall comply with the requirements of 5.02.A.

SC-5.06.E Property Insurance

Delete Paragraph 5.06.E in its entirety.

SC-5.07 Waiver of Rights

Delete Section 5.07 in its entirety.

SC-5.08 Receipt and Application of Insurance Proceeds

Delete Section 5.08 in its entirety.

SC-5.09 Acceptance of Bonds and Insurance; Option to Replace

Add the following new paragraph immediately after Paragraph 5.09.A:

B. Failure of Owner to object to the coverage of Contractor's insurance within the time provided shall not relieve Contractor from its obligation to provide insurance that complies with the Contract Documents.

SC-5.10 Partial Utilization; Acknowledgement of Property Insurer

Delete Section 5.10 in its entirety.

SC-6.04.A Progress Schedule

Add the following new paragraph immediately after 6.04.A.2:

3. Contractor shall submit to Engineer with each Application for Payment an updated progress schedule reflecting the amount of work completed and adjustments to future work. Such adjustments will be acceptable to Engineer as providing an orderly progression of the Work to completion within any specified milestones and the Contract Time. No progress payment will be made to Contractor until the updated schedules are submitted to and acceptable to Engineer and Owner. Review and acceptance of progress schedules by the Engineer will neither impose on Engineer responsibility for the sequencing, scheduling or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore. If the Contractor is behind schedule, Contractor shall submit a plan for getting back on schedule.

SC-6.06.B Subcontractors

Add the following new paragraph immediately after Section 6.06.B.

1. The Bidder to whom the Contract may be awarded shall submit to Owner and Engineer a list of all proposed Subcontractors, manufacturers and Suppliers of principal items of equipment and materials, as detailed herein, within 5 days after the day of the Bid Opening, if requested by the Engineer. The list shall identify all proposed Subcontractors and which items of work, or components of the project, on which that Subcontractor will work. Contractor shall submit to Owner, upon request, a copy of all appropriate agreements between Contractor and its Subcontractors. Said agreements are to be provided to Owner, who assumes no responsibility for the form and content of subcontract agreements.

Add the following new paragraphs immediately after Paragraph 6.06.G:

H. Any Subcontractor or Supplier entitled to the protection of a bond or other form of guarantee approved by Owner shall give notice of his right to that protection to Contractor. Failure to give notice to Contractor who has complied with Paragraphs 1 and 2 of this article waives the Subcontractor's or Supplier's protection under the bond or guarantee and waives any right to a lien for materials or services provided.

1. The notice shall be given no later than sixty (60) days after the date on which services or materials are first furnished.

2. The notice shall be sent to the prime Contractor by certified mail or delivered to and receipted by the prime Contractor or his agent. Notice by certified mail is effective on the date the notice is mailed.
3. The notice shall be in writing and shall state that it is a notice of a right to protection under the bond or guarantee. The notice shall be signed by the Subcontractor or Supplier and shall include the following information.

    a. The subcontractor or Supplier's name, address and phone number and the name of a contact person;
    b. The name and address of the subcontractor's or Supplier's vendor; and
    c. The type or description of the materials or services provided.
4. This section shall only apply where Contractor's Contract is for fifty thousand dollars ($50,000) or more.
5. Contractor shall post on the construction site a prominent sign stating that any Subcontractor or Supplier shall give notice to the Contractor of a right to protection under the bond or guarantee and that failure to provide this notice shall waive Subcontractor's or Supplier's protection under the bond or guarantee and shall waive any right to a lien for materials or services provided.
6. Owner or his agent shall provide written notice of the information required by this section in the project Specifications.

I. By submitting a bid or proposal to Contractor, every prospective Subcontractor and Supplier acknowledges that their sole claim for non-payment for Work performed on the Project shall be to assert a claim against the Labor and Materials Payment Bond in accordance with the terms of the Contract Documents and that all other claims against Owner, the real property upon which the Project is located, or the owner of such property are expressly waived. This provision shall be effective notwithstanding the use of the term "lien" or other related terms within the Contract Documents or any other papers or forms utilized in connection with the Project.

J. Contractor shall take measures reasonably necessary to (1) inform all prospective Subcontractors and Suppliers of the provisions of Section 6.06 and obtain their consent thereto prior to the submission of any bid or proposal to Contractor and (2) incorporate the terms and conditions of Section 6.06 into any agreement with such Subcontractor or Supplier.

SC-6.13 Safety and Protection

Add the following new paragraphs immediately after Paragraph 6.13.D:

E. It is expressly understood by the parties to this Agreement that Contractor is solely responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Work. The right of Owner and Engineer to observe or otherwise review the Work and operations shall not relieve Contractor from any of his covenants and obligations hereunder. Contractor shall incorporate all safety requirements into his construction progress and work schedules including preconstruction and scheduled safety meetings, posted safety rules, tailgate meetings, and site inspections by safety and other inspectors employed by Contractor.

F. Contractor shall be responsible for and shall take necessary precautions and provide all material and equipment to protect, shore, brace, support and maintain all underground pipes, conduits, drains, sewers, water mains, gas mains, cables, etc., and other underground construction uncovered in the proximity, or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, grass areas, trees, utility poles or guy wires damaged by Contractor's operations in the performance of this work shall be repaired and/or replaced to the satisfaction of Owner, Engineer, and affected property owner at Contractor's expense. Contractor shall also be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to and from the work or any part of site thereof; whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

G. Contractor shall conduct their work so as to minimize interference with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, Contractor shall obtain approval from the governing party and shall, at his own expense, provide and maintain suitable and safe bridges, detours, and other temporary expedients for the accommodation of public and private drives before interfering with them. The provisions for temporary expedients will not be required when the Contractor has obtained permission from the owner and tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

H. Safety provisions must be entirely adequate and meet County or State and Federal regulations to protect the public on these streets and roads.

SC-6.18.A Continuing the Work

Add the following to the end of Paragraph 6.18.A:

The provisions of this paragraph do not limit the right of Owner to order additions, deletions or revisions in the Work per the General Conditions including additions, deletions or revisions to the Work affected by the disputes or disagreements.

SC-6.20 Indemnification

Add a new paragraph immediately after Paragraph 6.20.A which reads as follows:

It is expressly understood and agreed that, while Owner and Engineer may have the right under this Contract to observe or otherwise review the work, progress and operations of Contractor, it is expressly understood and agreed that such observation shall not relieve Contractor from any of its covenants and obligations hereunder. Contractor shall be solely responsible and save Owner and Engineer and their consultants, agents and employees harmless from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, observing safety standards or regulations, or

otherwise. This indemnification would include the use of unsafe or unacceptable materials in the construction or completion of the project, or Contractor's failure to comply with any law, ordinance, or regulation; even though such act, omission, or work was done under the direct or indirect review of, or was observed by Owner or Engineer.

Add the following language at the end of Paragraph 6.20.B:

Nor shall Contractor's obligations under Section 6.20 be in any way limited by any insurance coverage which Contractor may have or which may insure to his benefit.

Add the following new paragraph immediately after Paragraph 6.20.C:

D. If legal action shall be commenced to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable costs incurred as allowed by Nebraska law.

SC-7.02 Coordination

Delete Section 7.02 in its entirety.

SC-8.02 Replacement of Engineer

Add the following sentence to the end of Paragraph 8.02.A:

Work shall stop and will not be resumed until the new Engineer is onsite.

SC-9.03 Project Representative

Add the following new paragraphs after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be the Engineer's employee or agent at the site, and will act as directed by and under the supervision of Engineer. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor, keeping the Owner informed as necessary. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of the Contractor. RPR may do the following:

1. Schedules. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.

2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison.

a. Serve as the Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist

in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as the Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner, additional details or information, when required for proper execution of the Work.

4. Interpretation of Contract Documents. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

5. Shop Drawings and Samples.

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of Work that may be commencing that does not have approved submittals.

6. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. Review of Work and Rejection of Defective Work.

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of the Contractor's work in progress will not produce a completed Project that conforms generally to Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

8. Inspections, Tests, and System Startups

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

9. Records.

a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractor's, Subcontractors, and major Suppliers of materials and equipment.

b. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, re-productions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

c. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures; and send copies to Engineer.

10. Reports.

a. Furnish to Engineer periodic reports, as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Consult with the Engineer, in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

d. Immediately notify Engineer and Owner of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. Payment Requests. Review Applications for Payment with the Contractor for compliance with the established procedure for their submission, and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work

completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

12. Certificates, Operation and Maintenance Manuals. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to Owner prior to final payment for that part of the Work.

13. Completion:

    a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

    b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's Work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawings or Samples submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

SC-10.01.A Changes in Work

Add the following paragraph to the end of Section 10.01.A:

A Change Order, when executed, constitutes a modification to the Agreement and all provisions of the Agreement, except as modified by Change Order, shall apply to said documents. Contractor accepts a Change Order as full compensation, both time and cost, for the additional work and any delays caused thereby.

SC-10.05 Claims

Add the following new paragraphs immediately after Paragraph 10.05.F:

G. Contractor agrees to make no claim for damages for delay in the performance of this Contract caused by any act or failure to act of Owner, Engineer or designated agents or representatives, whether such delays are avoidable or unavoidable, and that Contractor agrees that such delays shall solely and fully be compensated for by an extension of time to complete performance of the work as provided herein. This includes any delays attributable to actions or lack of action by utility owners to locate or move their utilities.

H Any claim for an increase or decrease in the Contract Price originated by a Subcontractor shall be evaluated by Contractor. Contractor shall determine the validity of said claim, and if Contractor determines that said claim is valid, Contractor shall so state in writing to Owner in accordance with all the requirements of the General Conditions.

SC-11.01 Cost of the Work

Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery. Contractor shall be responsible for providing all equipment and machinery necessary to complete the Work as specified. In the event that the Work is changed in accordance the General Conditions or additional work is requested by Owner that is not part of the Contract Documents, the following shall apply.

1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Cost for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the latest edition of the Rental Rate Blue Book for Construction Equipment. An hourly rate will be computed as follows:

a. For working equipment, an hourly rate will be computed by dividing the monthly rates 176.

b. For equipment required to be on standby as a condition of completion of any changed or added work and for which a rate has not been established by the Contract Documents, the hourly rate shall be 50% of the monthly rate divided by 176.

c. For specialized equipment rented for a short duration used for work authorized by Change Order or additional work not part of the original Work identified in the Contract Documents, the equipment rental rates will be negotiated prior to the work being performed.

d. Equipment and machinery rates shall be provided and approved prior to commencing work. Blue Book rates shall apply without Contractor fee, per the General Conditions.

These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. Transportation, loading and assembly costs will not be included for equipment already on the site which is being used for other portions of the Work. The cost of any such equipment, machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

SC-11.01.A.5 Cost of Work

Add the following new paragraph immediately after Paragraph 11.01.A.5.i:

j. For Force Account work (if any), if requested to be performed on a time and materials basis by Engineer, shall be done using the approved rates for labor and equipment.

SC-11.03.D Unit Price Work

Delete Paragraph 11.03.D.1 in its entirety and insert the following in its place:

1. the Bid price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement, and

SC-12.02 Contract Time Extension

Add the following immediately after Paragraph 12.02.B:

C. Contractor shall schedule the work to be completed within the Contract Times stipulated in the Agreement including an allowance for time lost due to rain, snow, cold weather or other natural phenomenon. A natural phenomenon is defined as a weather event that prohibits work from progressing in a satisfactory manner. Such events will not constitute justification for an extension of the Contract Times unless agreed upon by Engineer during, or immediately following the weather event, and the total of time lost to such events exceeds 5% of the Contract Times.

SC-12.04 Liquidated Damages

Add the following paragraph immediately after Section 12.03:

SC-12.04 Liquidated Damages

A. Provisions for liquidated damages are set forth in the Agreement. The liquidated damages identified therein include among the other costs to Owner, an amount for maintaining the necessary engineering forces engaged beyond the time identified in the Agreement for Substantial Completion. The liquidated damages will be deducted from Contractor's progress estimates and/or final payment and the engineering fees shall be paid by Owner to Engineer from the monies withheld.

SC-13.07 Correction Period

Add the following paragraphs immediately after Paragraph 13.07.E:

F. All costs incurred by Owner for the inspection and documentation of warranty repairs shall be the responsibility of Contractor. Such costs shall include, but are not limited to, all fees and charges of inspectors, testing and testing personnel, engineers, and other professionals as determined by Engineer. The costs incurred shall be deducted from monies due to Contractor.

G. Prior to commencing warranty repair work, Contractor shall provide submittals to Engineer detailing repair procedures for each separate type of repair, if requested by Engineer.

SC-14.02 Progress Payments

Add the following paragraphs immediately after Paragraph 14.02.A.3:

4. Each application for progress payment shall be accompanied by Contractor's updated Progress Schedule in accordance with Articles GC 6.04 and SC 6.04. The Owner reserves the right to require submission of monthly certified payrolls from the Contractor.

5. Contractor shall make his books and records relating to the items used for the determination of billings available for review by the Legislative Auditor and Owner or his representatives. After resolution of any billing dispute where Owner is due a

refund, such refund shall be made to Owner including interest. Interest shall be compounded monthly.

6. If Contractor desires to receive payment for materials in storage for any assembly or lump sum bid item, Contractor shall provide a breakout of all materials and their actual costs for that item. This breakout shall be in spreadsheet or database form showing "period" and "to date" totals of materials in storage and materials incorporated into the Work. Contractor shall attach invoices relating to the breakout to verify all materials being requested for payment under that item.

SC-14.02.A Applications for Payments

Add the following language at the end of Paragraph 14.02.A.1:

Payments for materials in storage shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit. Bill of sale, invoice or other document warranting clear title for materials in storage will be waived for the material in storage included in the first Application for Payment. However, proof of payment and clear title must be submitted with subsequent Application for Payment for all material included in the first Application for Payment. Without such documentation, amounts paid for materials in storage will be deducted from subsequent payments. Beginning with the second Application for Payment, all requests for payment for materials in storage shall be accompanied by bill of sale, invoice or other document warranting clear title as required above.

SC-14.03 Contractor's Warranty of Title

Add the following new paragraph immediately after Paragraph 14.03.A:

B. Neither recommendation of any progress payment by Engineer nor payment by Owner to Contractor, nor any use or occupancy of the Work or any part thereof will release Contractor from complying with the Contract Documents. Specifically, Contractor shall maintain in accordance with Article 5, property insurance on all Work, materials, and equipment whether incorporated in the project or not and whether included in an Application for Payment or not, for the full insurable value thereof. Passing title to Owner for materials and equipment included in an Application for Payment does not relieve Contractor of Contractor's obligation to provide insurance (including property insurance) as required in Article 5 of the General Conditions and these Supplementary Conditions. All insurance shall remain in effect as provided in Article 5.

SC-14.07 Final Payment

Delete Paragraph 14.07.C in its entirety and insert the following new paragraph in its place:

C. If no claims or liens have been filed within a forty (40) day period after advertisement for completion and acceptance of the project, the retained percentage will be paid (final estimate) within sixty (60) days of the expiration thereof, provided contract closeout requirements have been completed. Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until a satisfactory agreement is reached between the Owner, Contractor, and Contractor’s surety.

SC-14.09 Waiver of Claims

Delete Section 14.09 in its entirety.

SC-15.03 Owner May Terminate For Convenience

Add the following paragraphs immediately after Paragraph 15.03.B:

C. Termination for Acts of God or Owner's Convenience

1. Should an act of God result in substantial damage to all or a portion of the Work, or should the Owner's convenience necessitate termination, the Owner shall have the option of terminating the Agreement. If the Owner exercises the option to terminate, a "notice of termination" will be issued to Contractor. Such "notice of termination" may provide for the Contractor to perform any work deemed by the Owner as necessary to put the project in satisfactory condition for the termination of all additional Work. Contractor shall be relieved of further responsibilities for damage to the Work (excluding materials not already incorporated into the Work) which responsibilities are specified in the General Conditions, and will not be required to perform any further Work on the project other than that specified in the "notice of termination"

2. When Engineer determines that the Work specified in the "notice of termination" has been completed, Engineer shall accept the project, and immediately upon such acceptance, Contractor will not be required to perform any further Work thereon, and shall be relieved of his responsibility for injuries to persons or property.

3. After acceptance of the Work pursuant to the General Conditions, Contractor will be paid for the Work done prior to termination. Owner will determine the value of the partially completed Work as follows: Contractor will be paid for all Work to the date of the "notice of termination" in accordance with the General Conditions. This amount shall be computed by determining the percentage of the total contract Work completed prior to termination and multiplying that percentage against the total contract amount. The amount to be paid shall not exceed the amounts previously paid or due the Contractor from the amounts retained. The Contractor shall not be entitled to his anticipated profits for Work not completed due to termination.

4. If Contractor has placed an order, prior to "notice of termination," for materials specially manufactured for the project, which materials are not suitable for use in other projects of Owner or sale to others in the ordinary course of the vendors' business, Contractor will be paid the actual cost to Contractor or the cancellation charges, if any, assessed by the vendor. The determination of whether the order shall be completed or canceled shall be made by Owner. Any material paid for shall become the property of Owner and the actual cost of the any further handling will be paid for by Owner.

5. No payment will be made to vendor for materials which have been damaged and are not acceptable for incorporation in the work in accordance with the

requirements of the Agreement. Contractor shall reimburse Owner for any amounts previously paid by Owner for such unacceptable material, and agrees that Owner may deduct the amount of such previous payments made by Owner from any monies due or which may become due to Contractor. If Owner has paid for acceptable materials not incorporated into the Work under the General Conditions, Owner will have the option of taking title to all or any portion of such materials or of receiving reimbursement from Contractor for any amounts previously paid to Contractor. Contractor agrees to pay to Owner upon demand any amounts previously paid for such materials, and agrees that Owner may deduct the amount of such previous payments from any monies due or which become due Contractor.

D. Contractor's Responsibility on Receipt of Notice of Termination

1. On receipt of a “notice of termination” from Owner, whether for default or convenience of Owner, Contractor shall:

a. stop all Work under the Agreement on the date of and to the extent specified in the “notice of termination;”

b. place no further orders or subcontracts for materials, equipment or services except as may be necessary for completion of such portions of the work expressly excluded under the “notice of termination;”

c. cancel or terminate all orders of subcontracts to the extent that they relate to the performance of Work covered by the “notice of termination;” and,

d. comply with all other requirements of Owner as may be specified in the “notice of termination.”

E. Subcontract Provision

1. Contractor shall insert in all subcontracts a provision that Subcontractor shall stop all Work on the date of or to the extent specified in a “notice of termination” from Owner and shall require Subcontractors to insert the same provision in their subcontracts.

F. Duty to Notify Subcontractors

1. Contractor shall immediately, upon receipt, communicate any “notice of termination” issued by Owner to affected Subcontractors and Sub-subcontractors.

SC-16 Dispute Resolution

Delete Article 16 in its entirety.

END OF SECTION

SUPPLEMENTARY CONDITIONS
ATTACHMENTS

SC-4.02 – SUBSURFACE AND PHYSICAL CONDITIONS

- Dyer Property Soil Boring Locations (Borings C4 and C5)
- Grain Size Analysis – Boring C4 Depth 1
- Grain Size Analysis – Boring C4 Depth 2
- Grain Size Analysis – Boring C4 Depth 3
- Grain Size Analysis – Boring C4 Depth 4
- Grain Size Analysis – Boring C5 Depth 1
- Grain Size Analysis – Boring C5 Depth 2
- Grain Size Analysis – Boring C5 Depth 3
- Grain Size Analysis – Boring C5 Depth 4

Table SC-4.02 Table 1

PRIPP SOIL BORINGS SAMPLES

C1	**12-Apr-10**		Cook 1
3 '- 5'	11:00	C1_1	
13' - 15'	11:13	C1_2	
23' - 25'	11:36	C1_3	
33' - 35'	12:07	C1_4	
C2	**12-Apr-10**		Cook 2
3' - 5'	13:52	C2_1	
13' - 15'	14:12	C2_2	
23' - 25'	14:29	C2_3	
33' - 35'	14:46	C2_4	
C3	**12-Apr-10**		Cook 3
3' - 5'	15:46	C3_1	
13' -15'	15:58	C3_2	
23' - 25'	16:11	C3_3	
33' - 35'	16:26	C3_4	
C4	**13-Apr-10**		Dyer 4
3' -5'	8:22	C4_1	
13' - 15'	8:38	C4_2	
23' - 25'	8:51	C4_3	
33' - 35'	9:09	C4_4	
C5	**13-Apr-10**		Dyer 5
3' - 5'	10:14	C5_1	
13' - 15'	10:25	C5_2	
23' - 25'	10:43	C5_3	
33' - 35'	11:01	C5_4	

SC-4.02 Figure 1

Contract Exploration Drilling Inc.	SOIL BORING LOG
Field Location of Boring:	Project No.: Date: 4/12/2010 Boring No.: C-1
	Client: Flatwater Group
	Location: Cook Habitat, Overton, NE Sheet 1
	Logged By: R. Kuehn Driller: R. Kuehn of 1
	Drilling Method and Equipment: 4 1/4" ID H.S.A.

Drilling Start Date _____ Finish _____ Water Level and Date 5.5'

Depth Below Surface	Sample Screening: Interval	Sample Screening: Percent Recovery	Sample Screening: Spoon blow Count 6 - 6 - 6 - 6" (N)	Soil Description	Soil Type	Well Construction: Casing Type, Depth of Casing, Well Screen Interval, Screen Pack Type, Seal Interval, Seal Type, Surface Construction, Well Details
				Cornfield		
				1.5' Developed zone roots.	Sandy Silty	
				Recent Alluvium, lean clay, trace of fine	Clay	
				sand, dark brown, moist.		
	3' - 5'			3.5'	3.5'	
5	SS-1			Fine, medium & some coarse sand, light	Sand	5
				reddish brown, wet.		
10						10
	13' - 15'					
15	SS-2					15
20						20
	23' - 25'					
	SS-3					
30						30
				34.5'	34.5'	
	33' - 35'			Weathered clay stone, light pink	Sandy Silty	
	SS-4			35' Bottom of Hole	Clay	
40						40
50						50

Contract Exploration Drilling Inc.	SOIL BORING LOG
Field Location of Boring:	Project No.: Date: 4/12/2010 Boring No.: C-2
	Client: Flatwater Group
	Location: Cook Habitat, Overton, NE Sheet 1
	Logged By: R. Kuehn Driller: R. Kuehn of 1
	Drilling Method and Equipment: 4 1/4" ID H.S.A.

Drilling Start Date _____ Finish _____ Water Level and Date 6.5'

Depth Below Surface	Sample Screening: Interval	Sample Screening: Percent Recovery	Sample Screening: Spoon blow Count 6" - 6" - 6" - 6" (N)	Soil Description	Soil Type	Well Construction: Casing Type, Depth of Casing, Well Screen Interval, Screen Pack Type, Seal Interval, Seal Type, Surface Construction, Well Details
				Cornfield		
				1' Developed zone roots.	Sandy Silty	
				Recent Alluvium, lean clay with trace	Clay	
				of fine sand, dark brown, moist.		
	3' - 5'			3.5'	3.5'	
5	SS-1			Clean fine, meidum & coarse sand with	Sand	5
				some fine to medium gravel, light		
				reddish brown, wet.		
10						10
	13' - 15'					
15	SS-2					15
20						20
	23' - 25'					
	SS-3					
30						30
				33.5'	33.5'	
	33' - 35'			Clay stone,light reddish brown, moist.	Sandy Silty	
	SS-4			35' Bottom of Hole	Clay	
40						40
50						50

Contract Exploration Drilling Inc.	SOIL BORING LOG
Field Location of Boring:	Project No.: Date: 4/12/2010 Boring No.: C-3
	Client: Flatwater Group
	Location: Cook Habitat, Overton, NE Sheet 1
	Logged By: R. Kuehn Driller: R. Kuehn of 1
	Drilling Method and Equipment: 4 1/4" ID H.S.A.

Drilling Start Date _____ Finish _____ Water Level and Date 5.5'

Depth Below Surface	Sample Screening: Interval	Sample Screening: Percent Recovery	Sample Screening: Spoon blow Count 6 - 6 - 6 - 6" (N)	Soil Description	Soil Type	Well Construction: Casing Type, Depth of Casing, Well Screen Interval, Screen Pack Type, Seal Interval, Seal Type, Surface Construction, Well Details
				Cornfield		
				1' Developed zone roots.	Sandy Silty	
				Recent Alluvium, lean clay with trace	Clay	
				of fine sand, dark brown, moist.		
	3' - 5'			3.5'	3.5'	
5	SS-1			Clean fine, meidum & coarse sand with	Sand	5
				some fine to medium gravel, light		
				reddish brown, wet.		
10						10
	13' - 15'					
15	SS-2					15
20						20
	23' - 25'					
	SS-3					
30						30
				33.5'	33.5'	
	33' - 35'			Clay stone,light reddish brown, moist.	Sandy Silty	
	SS-4			35' Bottom of Hole	Clay	
40						40
50						50

Contract Exploration Drilling Inc.	SOIL BORING LOG
Field Location of Boring:	Project No.: Date: 4/12/2010 Boring No.: C-4
	Client: Flatwater Group
	Location: Cook Habitat, Overton, NE Sheet 1
	Logged By: R. Kuehn Driller: R. Kuehn of 1
	Drilling Method and Equipment: 4 1/4" ID H.S.A.

Drilling Start Date _____ Finish _____ Water Level and Date 4.5'

Depth Below Surface	Sample Screening: Interval	Sample Screening: Percent Recovery	Sample Screening: Spoon blow Count (6 - 6 - 6 - 6" (N))	Soil Description	Soil Type	Well Construction: Casing Type, Depth of Casing, Well Screen Interval, Screen Pack Type, Seal Interval, Seal Type, Surface Construction, Well Details
				Cornfield		
				.5' Developed zone roots.	Sand	
				Recent Alluvium, fine, medium & coarse sand with fine to medium gravel, light reddish brown, wet.		
	3' - 5' SS-1					
5						5
10						10
	13' - 15' SS-2					
15						15
20						20
	23' - 25' SS-3					
30						30
				36'	36'	
	33' - 35' SS-4			Clay stone, weathered, light pink, moist.	Sandy Silty Clay	
				36' Bottom of Hole		
40						40
50						50

Contract Exploration Drilling Inc.	SOIL BORING LOG
Field Location of Boring:	Project No.: Date: 4/13/2010 Boring No.: C-5
	Client: Flatwater Group
	Location: Cook Habitat, Overton, NE Sheet 1
	Logged By: R. Kuehn Driller: R. Kuehn of 1
	Drilling Method and Equipment: 4 1/4" ID H.S.A.

Drilling Start Date _____ Finish _____ Water Level and Date 5.5'

Depth Below Surface	Sample Screening: Interval	Percent Recovery	Spoon blow Count 6" - 6" - 6" (N)	Soil Description	Soil Type	Well Construction: Casing Type, Depth of Casing, Well Screen Interval, Screen Pack Type, Seal Interval, Seal Type, Surface Construction, Well Details
				Cornfield		
				1' Developed zone roots.	Sandy Silty	
				Recent Alluvium, lean clay, trace of fine	Clay	
				sand, dark brown, moist.	2'	
	3' - 5'			2'	Sand	
5	SS-1			Clean fine, medium & some coarse sand,		5
				with some fine to medium gravel, light		
				reddish brown, wet.		
10						10
	13' - 15'					
15	SS-2					15
	18' - 20'					
20	SS-3					20
30						30
				36'	36'	
	33' - 35'			Weathered clay stone, light pink	Sandy Silty	
	SS-4			36' Bottom of Hole	Clay	
40						40
50						50

SEDIMENT AUGMENTATION EXPERIMENT ALTERNATIVES SCREENING SUMMARY REPORT

Grain Size Analasis

Site	Location	Date	Sample ID	Depth (ft)	D_{50}	% < 1mm	% < #200		Available Material <1mm		
									% of hole	% < 1mm (net)	Factored
Cook		4/12/2010	C1-1	3-5	0.332	76.3	21.2	0.0	0.048387	55.1	2.66371
Cook		4/12/2010	C1-2	13-15	0.380	75.8	2.3	2.3	0.322581	73.5	23.72043
Cook		4/12/2010	C1-3	23-25	0.938	52.9	0.4	0.4			
Cook		4/12/2010	C1-3 DUP	23-25	0.940	52.5	1.7	1.7	0.322581	51.7	16.66398
Cook		4/12/2010	C1-4	33-35	0.073 < #200	95.4	56.0	0.0	0.306452	39.4	12.0793
									1		55.12742
Cook		4/12/2010	C2-1	3-5	0.477	75.4	3.0	3.0			
Cook		4/12/2010	C2-2	13-15	1.110	47.1	3.8	3.8	0.05	72.4	3.620833
Cook		4/12/2010	C2-2 DUP	13-15	1.120	47.1	3.8	3.8			
Cook		4/12/2010	C2-3	23-25	0.969	50.8	4.0	4.0	0.333333	43.3	14.42778
Cook		4/12/2010	C2-4	33-35	0.730	58.8	6.6	6.6	0.333333	46.8	15.61111
									0.283333	52.2	14.77583
									1		48.43556
Cook		4/12/2010	C3-1	3-5	0.541	66.7	3.3	3.3			
Cook		4/12/2010	C3-1 DUP	3-5	0.509	70.4	3.7	3.7			
Cook		4/12/2010	C3-2	13-15	0.792	56.7	2.4	2.4	0.05	65.0	3.252083
Cook		4/12/2010	C3-3	23-25	1.400	40.8	2.3	2.3	0.333333	54.3	18.08889
Cook		4/12/2010	C3-4	33-35	0.905	54.2	1.7	1.7	0.333333	38.5	12.84444
Average					0.7	61.4	7.7	2.6 without outliers	0.283333	52.5	14.86556
									1		49.05097
Dyer		4/13/2010	C4-1	3-5	0.602	71.3	1.3				
Dyer		4/13/2010	C4-1 DUP	3-5	0.617	71.3	1.2				
Dyer		4/13/2010	C4-2	13-15	0.796	61.7	1.5		0.126761	70	8.873239
Dyer		4/13/2010	C4-3	23-25	1.120	45.8	2.5		0.28169	60.2	16.94836
Dyer		4/13/2010	C4-3 DUP	23-25	1.240	41.7	2.2				
Dyer		4/13/2010	C4-4	33-35	0.634	69.6	3.1		0.28169	41.4	11.66197
									0.309859	66.5	20.60047
									1		58.08404
Dyer		4/13/2010	C5-1	3-5	0.752	56.3	2.2				
Dyer		4/13/2010	C5-2	13-15	0.687	58.8	2.9		0.088235	54.1	4.769118
Dyer		4/13/2010	C5-2 DUP	13-15	0.939	51.7	2.6				
Dyer		4/13/2010	C5-3	23-25	0.703	64.6	2.5		0.294118	52.5	15.42892
Dyer		4/13/2010	C5-4	33-35	0.873	53.8	4.1		0.294118	62.1	18.2598
Average					0.815	58.8	2.4		0.323529	49.7	16.06324
									1		54.52108

Samples from Sandpit Piles at Active S&G Operations

Site	Location	Date	Sample ID	Depth (ft)	D_{50}	% < 1mm	% <0.25 mm	% < #200
OS & G East	Overton	5/5/2010	W-1A	--	0.499	79.6	17.0	1.3
OS & G West	Overton	5/5/2010	W-1B	--	0.498	83.8	15.0	0.9
Whitney	Overton	5/5/2010	W-2	--	0.449	85.0	16.0	1.0
Whitney	Overton	5/5/2010	W-2 DUP	--	0.473	83.8	15.0	0.9
Paulsen	Lexington	5/5/2010	W-3	--	0.510	80.4	14.0	1.7
OS & G	Lexington	5/5/2010	W-4	--	0.347	96.3	25.0	1.3
Paulsen	Elm Creek	5/5/2010	W-5	--	0.513	77.1	15.0	0.9
T & F	Elm Creek	5/5/2010	W-6	--	0.461	83.3	17.0	1.4
T & F	Elm Creek	5/5/2010	W-6 DUP	--	0.507	78.3	14.0	1.0
Average					0.473	83.1	16.4	1.2

Report Number
10-124-2079

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www.midwestlabs.com

REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

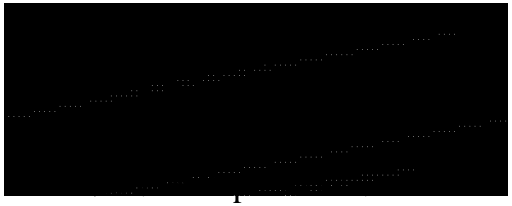
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705557 Sample ID: C4-1

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attached			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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Report Number
10-124-2079

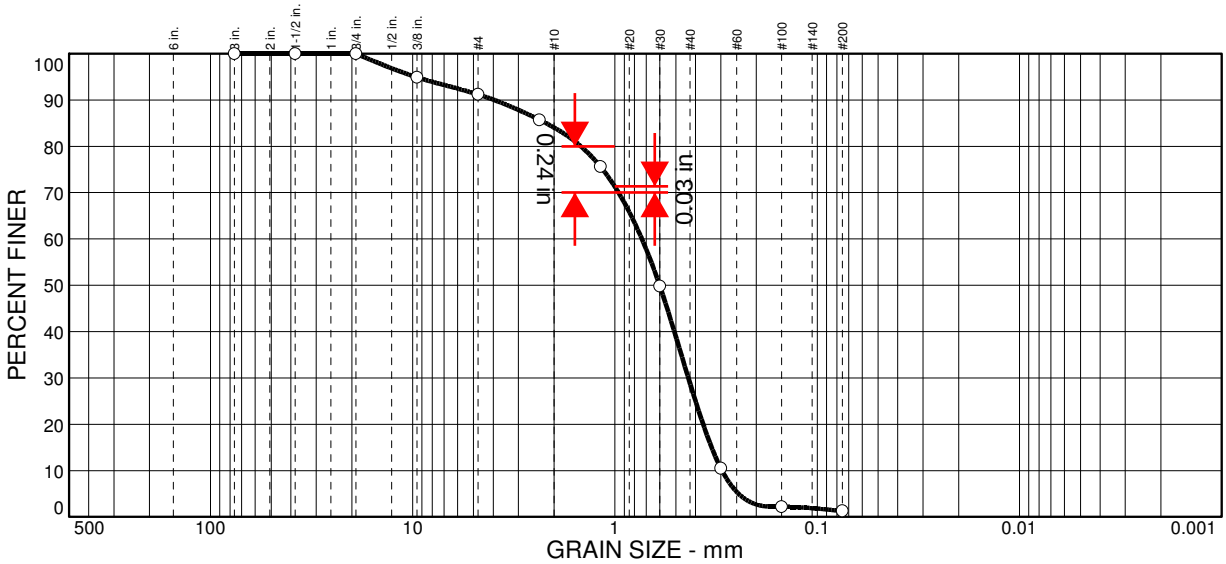
Particle Size Distribution Report

Project: **Report No.:** 10-124-2079

Client: THE FLATWATER GROUP INC

Sample No: 1705557 **Source of Sample:** **Date:** 04-13-2010

Location: C4-1 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	8.8	7.2	55.4	27.3	1.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	94.9		
#4	91.2		
#8	85.7		
#16	75.6		
#30	49.8		
#50	10.5		
#100	2.2		
#200	1.3		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 2.20 D_{60}= 0.736 D_{50}= 0.602
D_{30}= 0.434 D_{15}= 0.333 D_{10}= 0.296
C_u= 2.49 C_c= 0.87

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2079

Particle Size Distribution Report

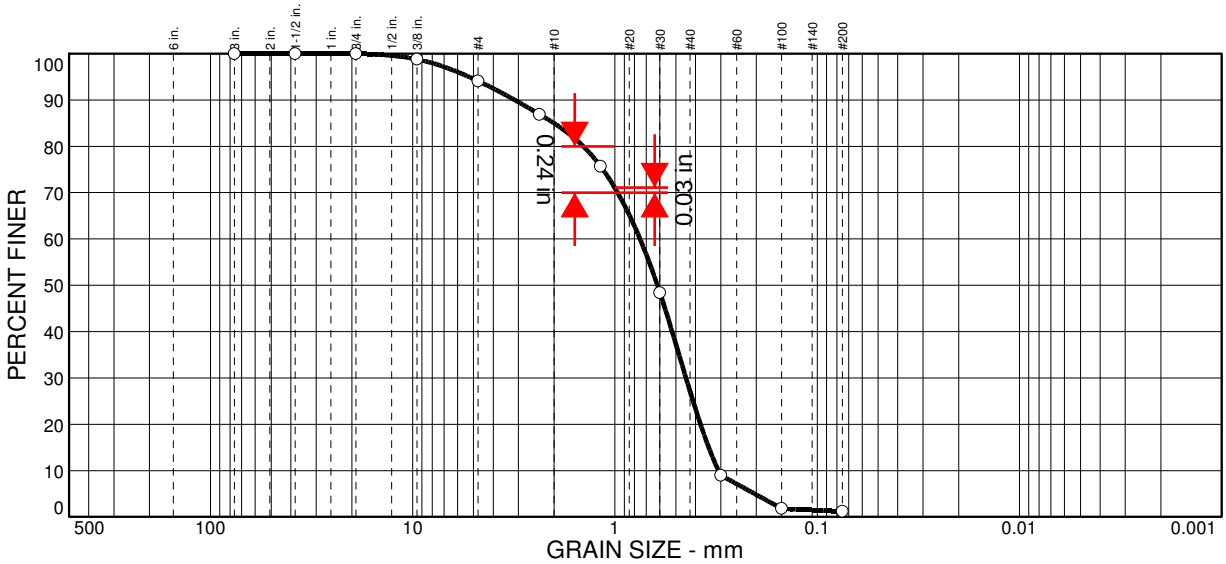
Project:

Report No.: 10-124-2079

Client: THE FLATWATER GROUP INC

Sample No: 1705557 DUP **Source of Sample:** **Date:** 04-13-2010

Location: C4-1 DUP **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	5.9	9.1	58.0	25.8	1.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	98.8		
#4	94.1		
#8	86.9		
#16	75.7		
#30	48.4		
#50	9.0		
#100	1.8		
#200	1.2		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 2.00 D_{60}= 0.752 D_{50}= 0.617
D_{30}= 0.446 D_{15}= 0.344 D_{10}= 0.308
C_u= 2.44 C_c= 0.86

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2153

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REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

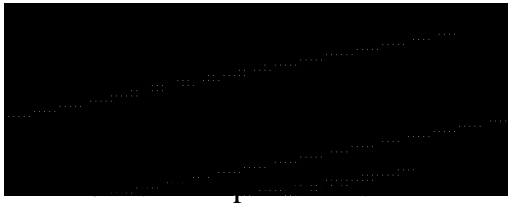
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705558 Sample ID: C4-2

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attached			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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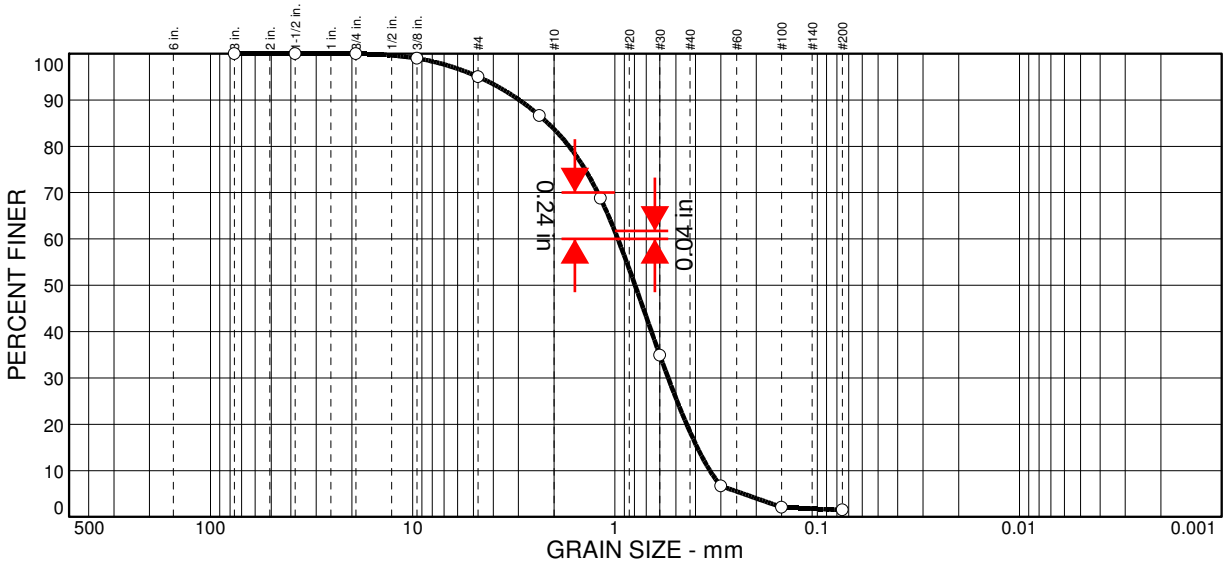
Report Number
10-124-2153

Particle Size Distribution Report

Project: **Report No.:** 10-124-2153
Client: THE FLATWATER GROUP INC

Sample No: 1705558 **Source of Sample:** **Date:** 04-13-2010
Location: C4-2 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	5.0	11.3	65.4	16.8	1.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	99.0		
#4	95.0		
#8	86.6		
#16	68.8		
#30	34.9		
#50	6.7		
#100	2.1		
#200	1.5		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 2.15 D_{60}= 0.968 D_{50}= 0.796
D_{30}= 0.546 D_{15}= 0.392 D_{10}= 0.340
C_u= 2.85 C_c= 0.91

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2154

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REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

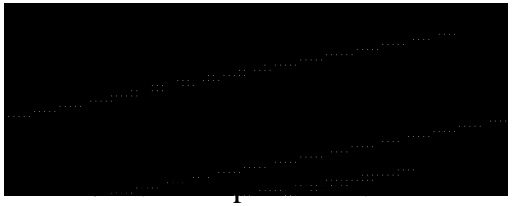
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705559 Sample ID: C4-3

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attached			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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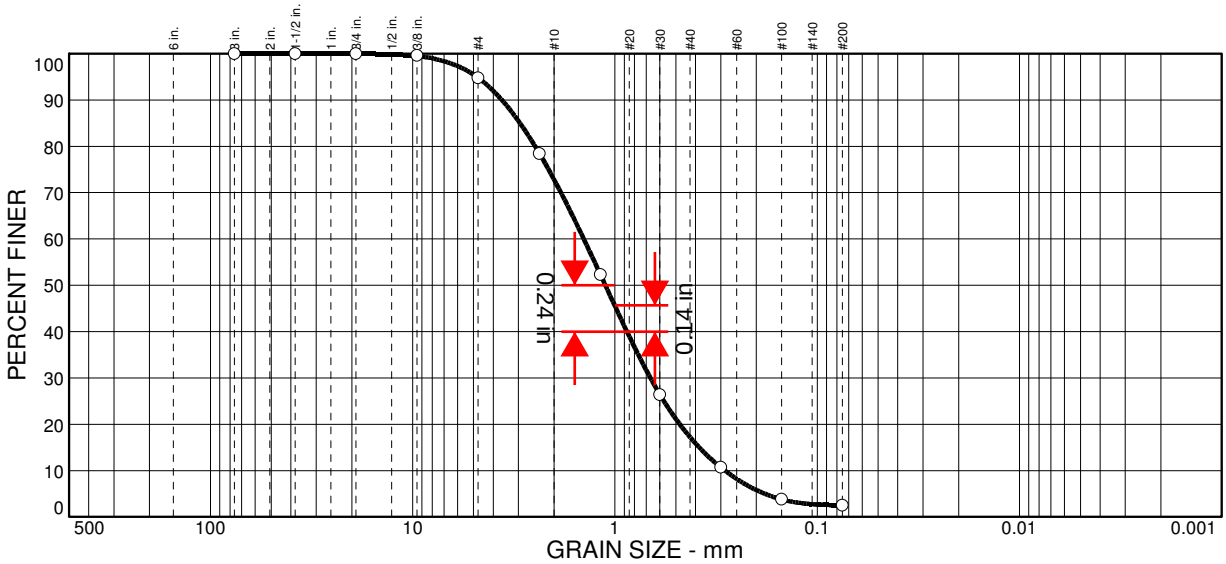
Particle Size Distribution Report

Project: **Report No.:** 10-124-2154

Client: THE FLATWATER GROUP INC

Sample No: 1705559 **Source of Sample:** **Date:** 04-13-2010

Location: C4-3 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	5.2	22.0	55.6	14.7	2.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	99.6		
#4	94.8		
#8	78.4		
#16	52.3		
#30	26.4		
#50	10.7		
#100	3.8		
#200	2.5		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 2.95 D_{60}= 1.43 D_{50}= 1.12
D_{30}= 0.669 D_{15}= 0.384 D_{10}= 0.286
C_u= 4.99 C_c= 1.09

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2154

Particle Size Distribution Report

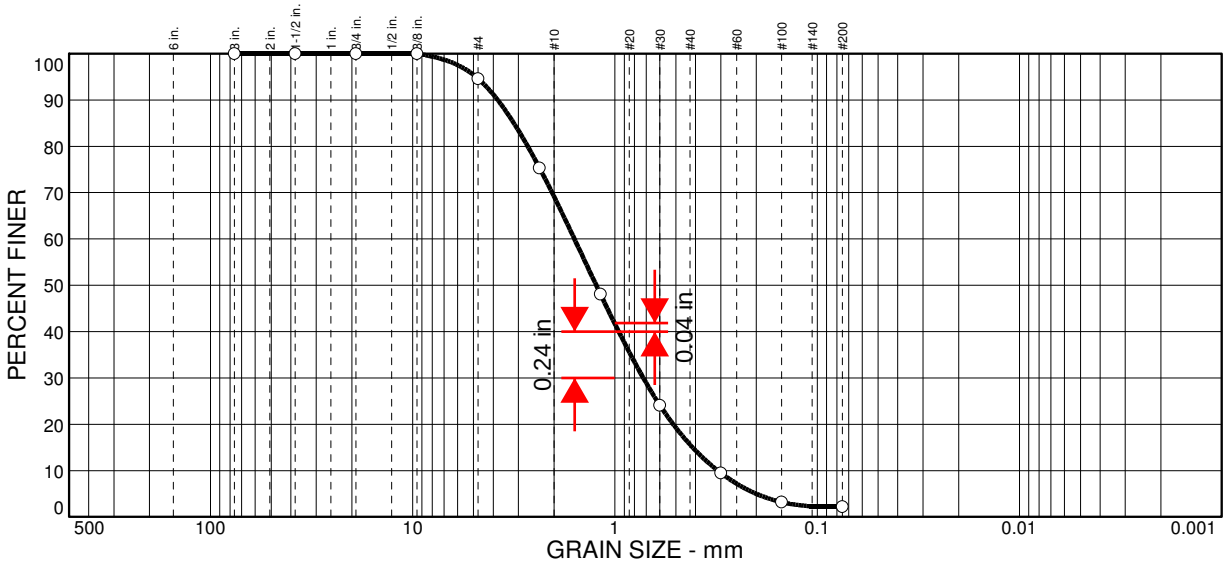
Project:

Report No.: 10-124-2154

Client: THE FLATWATER GROUP INC

Sample No: 1705559 DUP **Source of Sample:** **Date:** 04-13-2010

Location: C4-3 DUP **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	5.4	25.5	53.6	13.3	2.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	100.0		
#4	94.6		
#8	75.3		
#16	48.1		
#30	24.1		
#50	9.5		
#100	3.2		
#200	2.2		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 3.16 D_{60}= 1.59 D_{50}= 1.24
D_{30}= 0.725 D_{15}= 0.413 D_{10}= 0.310
C_u= 5.11 C_c= 1.07

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2155

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REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

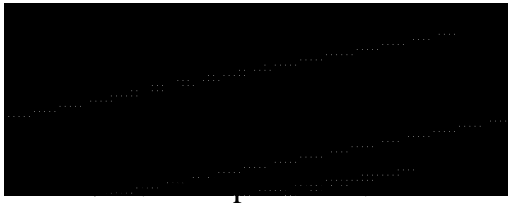
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705560 Sample ID: C4-4

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attached			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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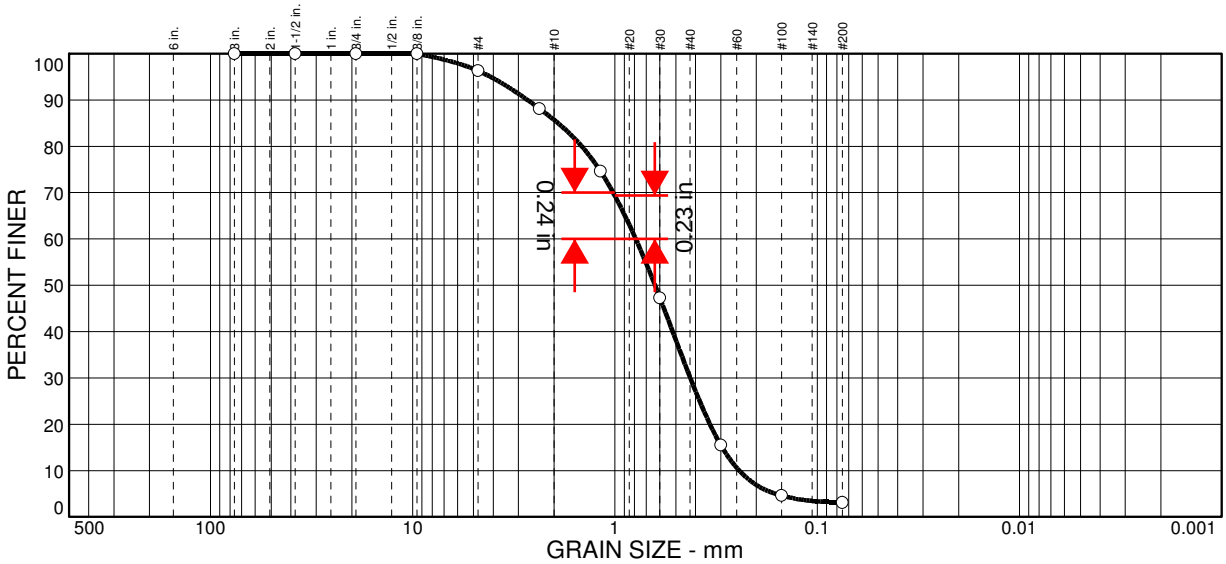
Report Number
10-124-2155

Particle Size Distribution Report

Project: **Report No.:** 10-124-2155
Client: THE FLATWATER GROUP INC

Sample No: 1705560 **Source of Sample:** **Date:** 04-13-2010
Location: C4-4 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	3.7	10.6	55.6	27.0	3.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	100.0		
#4	96.3		
#8	88.1		
#16	74.6		
#30	47.3		
#50	15.5		
#100	4.6		
#200	3.1		

* (no specification provided)

Soil Description

Atterberg Limits
PL= LL= PI=

Coefficients
D_{85}= 1.91 D_{60}= 0.790 D_{50}= 0.634
D_{30}= 0.425 D_{15}= 0.295 D_{10}= 0.243
C_u= 3.25 C_c= 0.94

Classification
USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2156

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REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

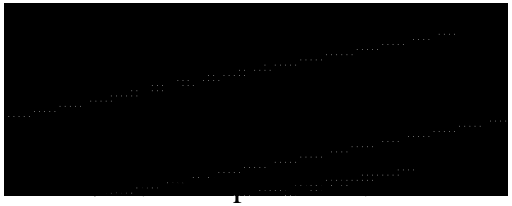
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705561 Sample ID: C5-1

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attched			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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Report Number
10-124-2156

Particle Size Distribution Report

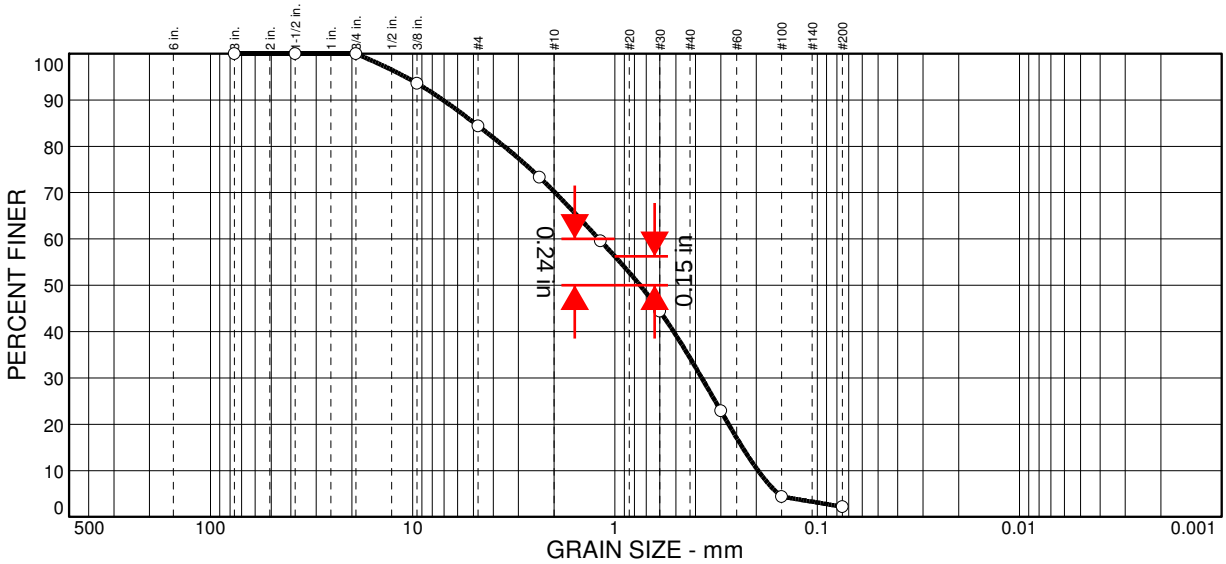
Project:

Report No.: 10-124-2156

Client: THE FLATWATER GROUP INC

Sample No: 1705561 **Source of Sample:** **Date:** 04-13-2010

Location: C5-1 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	15.6	14.2	36.0	32.0	2.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	93.6		
#4	84.4		
#8	73.3		
#16	59.6		
#30	44.4		
#50	22.9		
#100	4.4		
#200	2.2		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 4.95 D_{60}= 1.20 D_{50}= 0.752
D_{30}= 0.372 D_{15}= 0.234 D_{10}= 0.196
C_u= 6.13 C_c= 0.59

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2157

Midwest Laboratories Inc.®
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www.midwestlabs.com

REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

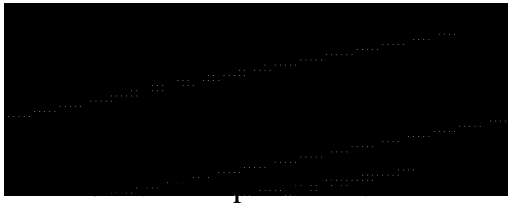
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705562 Sample ID: C5-2

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attached			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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Report Number
10-124-2157

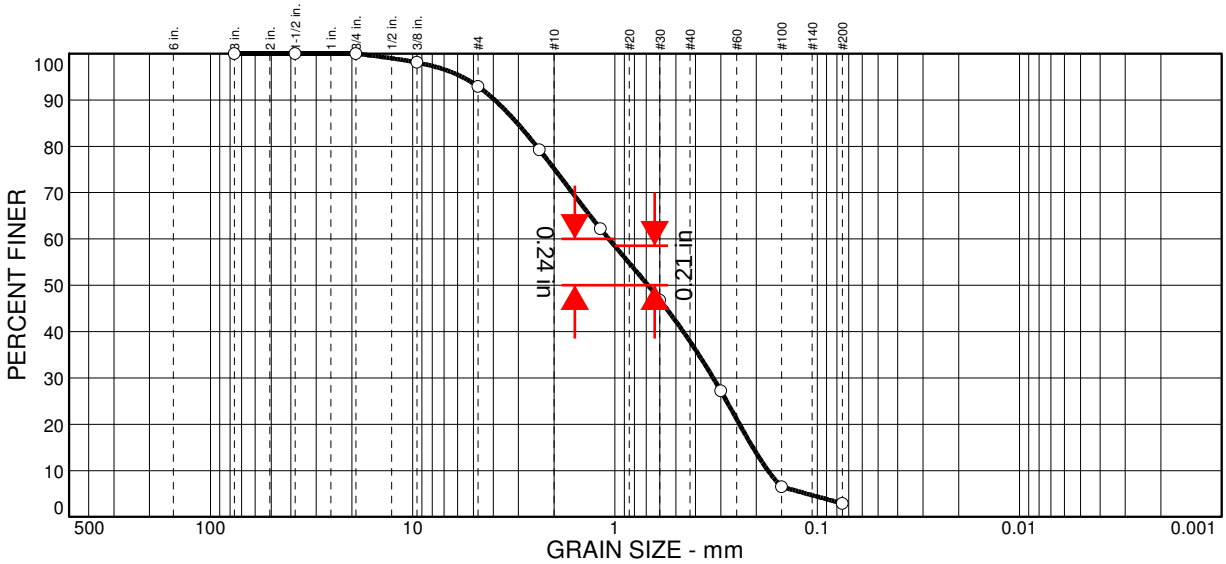
Particle Size Distribution Report

Project: **Report No.:** 10-124-2157

Client: THE FLATWATER GROUP INC

Sample No: 1705562 **Source of Sample:** **Date:** 04-13-2010

Location: C5-2 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	7.1	17.7	37.4	34.9	2.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	98.1		
#4	92.9		
#8	79.2		
#16	62.2		
#30	46.8		
#50	27.2		
#100	6.5		
#200	2.9		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 3.04 D_{60}= 1.07 D_{50}= 0.687
D_{30}= 0.327 D_{15}= 0.208 D_{10}= 0.175
C_u= 6.12 C_c= 0.57

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2157

Particle Size Distribution Report

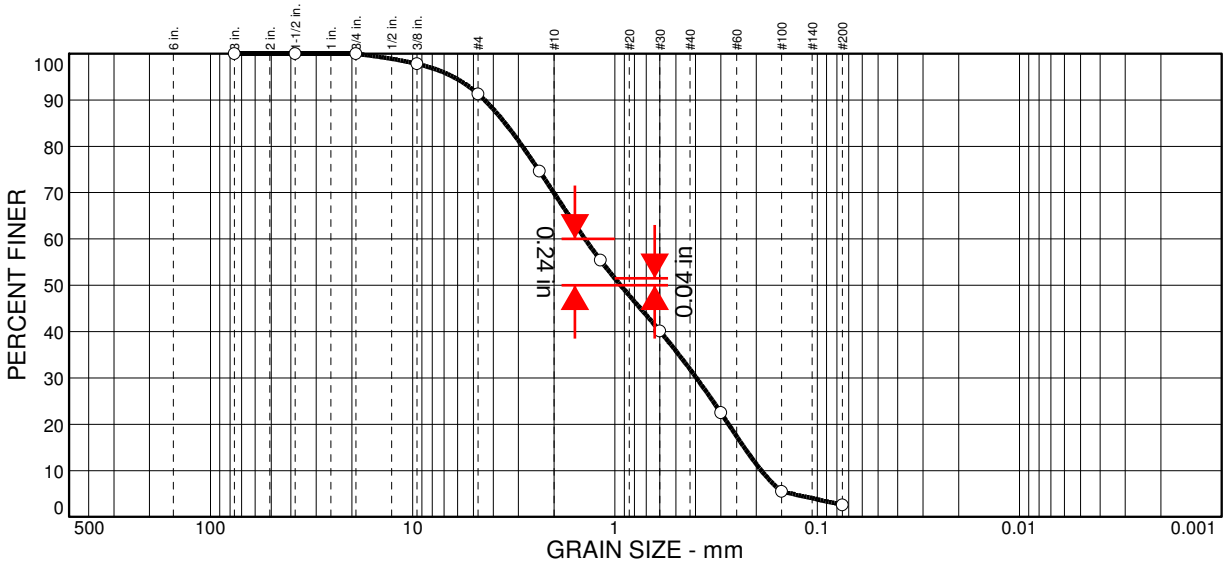
Project:

Report No.: 10-124-2157

Client: THE FLATWATER GROUP INC

Sample No: 1705562 DUP **Source of Sample:** **Date:** 04-13-2010

Location: C5-2 DUP **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	8.7	21.4	38.1	29.2	2.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	97.8		
#4	91.3		
#8	74.6		
#16	55.4		
#30	40.1		
#50	22.5		
#100	5.5		
#200	2.6		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 3.49 D_{60}= 1.41 D_{50}= 0.939
D_{30}= 0.396 D_{15}= 0.230 D_{10}= 0.189
C_u= 7.44 C_c= 0.59

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2158

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REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

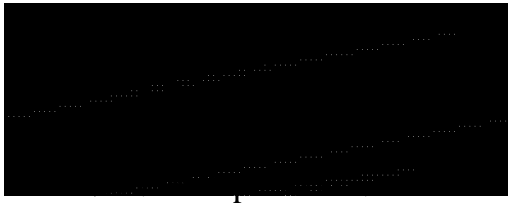
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705563 Sample ID: C5-3

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attached			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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Report Number
10-124-2158

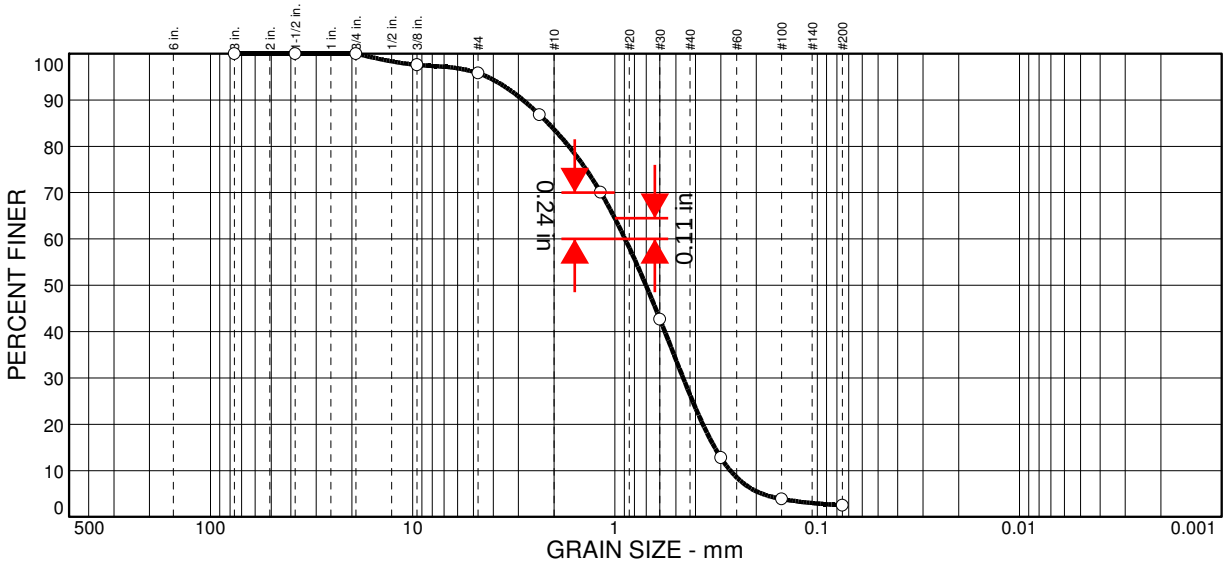
Particle Size Distribution Report

Project: **Report No.:** 10-124-2158

Client: THE FLATWATER GROUP INC

Sample No: 1705563 **Source of Sample:** **Date:** 04-13-2010

Location: C5-3 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	4.2	12.2	57.4	23.7	2.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	97.6		
#4	95.8		
#8	86.8		
#16	70.1		
#30	42.7		
#50	12.8		
#100	3.9		
#200	2.5		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 2.14 D_{60}= 0.891 D_{50}= 0.703
D_{30}= 0.461 D_{15}= 0.322 D_{10}= 0.269
C_u= 3.31 C_c= 0.88

Classification

USCS= AASHTO=

Remarks

Figure

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Report Number
10-124-2159

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REPORT OF ANALYSIS

Mail to: **THE FLATWATER GROUP INC**
JASON SEIPEL
8200 CODY DRIVE SUITE A
LINCOLN NE 68512-9550

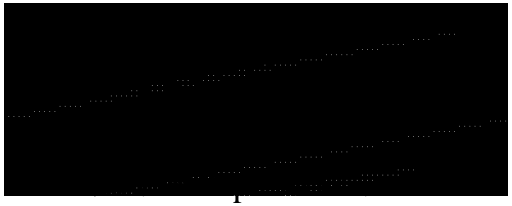
For: (24097) THE FLATWATER GROUP INC
(402)435-5441

Date Reported: 05/05/10
Date Received: 04/27/10
Date Sampled: 04/12/10

GRAIN SIZE ANALYSIS

Lab number: 1705564 Sample ID: C5-4

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date	Verified-Date
Grain Size-Complete	see attached			ASTM D422	mjs-05/04	mjs-05/04



heather@midwestlabs.com (402)829-9891

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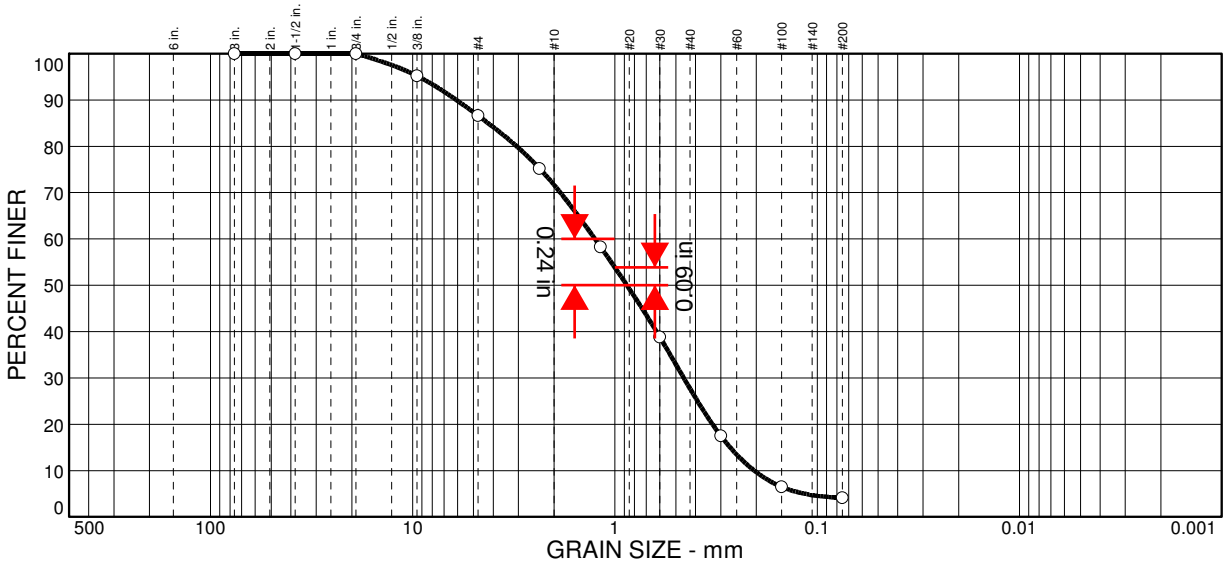
Particle Size Distribution Report

Project: **Report No.:** 10-124-2159

Client: THE FLATWATER GROUP INC

Sample No: 1705564 **Source of Sample:** **Date:** 04-13-2010

Location: C5-4 **Elev./Depth:**



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	13.4	15.0	44.0	23.5	4.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3 in.	100.0		
1.5 in.	100.0		
.75 in.	100.0		
.375 in.	95.2		
#4	86.6		
#8	75.2		
#16	58.3		
#30	38.8		
#50	17.5		
#100	6.5		
#200	4.1		

* (no specification provided)

Soil Description

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 4.24 D_{60}= 1.26 D_{50}= 0.873
D_{30}= 0.457 D_{15}= 0.270 D_{10}= 0.205
C_u= 6.13 C_c= 0.81

Classification

USCS= AASHTO=

Remarks

Figure

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1/S

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04-27-10P12:03 RCVD

13611 B Street • Omaha, NE 68144-3693 • 402-334-7770 • FAX 402-334-9121

SUBMITTAL NUMBER: B18004

REPORT AND BILL TO		IDENTIFICATION	COPY TO	
NAME:	Jason Seipel		NAME:	
ADDRESS:	8200 Cody DR STE A		ADDRESS:	
CITY:	Lincoln		CITY:	
STATE:	NE		STATE:	
ZIP:	68512		ZIP:	
ACCOUNT:	24097	P.O.:	ACCOUNT:	
SUBMIT DATE:	2010-04-27		SAMPLE DATE:	2010-04-12

Chain of Custody Sample Submittal Form

SAMPLE ID	DATE	TIME	Composite	GRAB	Location	No. of Containers	Proper Preservation (Y/N)	Matrix Code (SO=Soil, WA=Water, SL=Sludge, OT=Other)	Samples - Regulatory Use(Y/N)	Tests Required
C1_1	4-12-2010	11:00			C1	1		SO		Grain Size Analysis (ASTM D422)
C1_2	4-12-2010	11:13			C1	2		SO		Grain Size Analysis (ASTM D422)
C1_3	4-12-2010	11:36			C1	1		SO		Grain Size Analysis (ASTM D422)
C1_4	4-12-2010	12:07			C1	2		SO		Grain Size Analysis (ASTM D422)

Client Use	Comments (Other Analysis)
Relinquished By: [signature]	1705545 1705546 1705547 1705548
Date/Time: 4/27/10 11:30	
Sampled By:	

Project	MIDWEST LABORATORIES - LAB USE ONLY	MIDWEST LABORATORIES - RECEIVING USE ONLY
Project #	Temp on Arrival: 21°C	Date/Time: 4/27/10 1135
Project Name	No. of Containers	Received By: Heather Ray
Company		Comments

20

1705545 - 1705564

Ship samples together with this sheet to

Midwest Laboratories

13611 B Street • Omaha, NE 68144-3693 • 402-334-7770 • FAX 402-334-9121

04-27-10P12:03 RCVD

SUBMITTAL NUMBER: B18003

REPORT AND BILL TO		IDENTIFICATION	COPY TO	
NAME:	Jason Seipel		NAME:	
ADDRESS:	8200 Cody DR STE A		ADDRESS:	
CITY:	Lincoln		CITY:	
STATE:	NE		STATE:	
ZIP:	68512		ZIP:	
ACCOUNT:	24097	P.O.:	ACCOUNT:	
SUBMIT DATE:	2010-04-27		SAMPLE DATE:	2010-04-12

Chain of Custody Sample Submittal Form

SAMPLE ID	DATE	TIME	Composite	GRAB	Location	No. of Containers	Proper Preservation (Y/N)	Matrix Code (SO=Soil, WA=Water, SL=Sludge, OT=Other)	Samples - Regulatory Use(Y/N)	Tests Required
C2_1	4-12-2010	13:52			C2	1		SO		Grain Size Analysis (ASTM D422)
C2_2	4-12-2010	14:12			C2	1		SO		Grain Size Analysis (ASTM D422)
C2_3	4-12-2010	14:29			C2	1		SO		Grain Size Analysis (ASTM D422)
C2_4	4-12-2010	14:46			C2	1		SO		Grain Size Analysis (ASTM D422)

Client Use	Comments (Other Analysis)
Relinquished By: [illegible]	1705549 1705550 1705551 1705552
Date/Time: 4/22/10 11:30	
Sampled By:	

Project	MIDWEST LABORATORIES - LAB USE ONLY	MIDWEST LABORATORIES - RECEIVING USE ONLY
Project #:	Temp on Arrival: 21°C	Date/Time: 4/27/10 11:35
Project Name:	No. of Containers:	Received By: Heather Roy
Company:		Comments:

20 1705545 - 1705564

add

Ship samples together with this sheet to:

Midwest Laboratories

04-27-10P12:03 RCVD

13611 B Street • Omaha, NE 68144-3693 • 402-334-7770 • FAX 402-334-9121

SUBMITTAL NUMBER: B18002

REPORT AND BILL TO		IDENTIFICATION	COPY TO	
NAME:	Jason Seipel		NAME:	
ADDRESS:	8200 Cody DR STE A		ADDRESS:	
CITY:	Lincoln		CITY:	
STATE:	NE		STATE:	
ZIP:	68512		ZIP:	
ACCOUNT:	24097	P.O.:	ACCOUNT:	
SUBMIT DATE:	2010-04-27		SAMPLE DATE:	2010-04-12

Chain of Custody Sample Submittal Form

SAMPLE ID	DATE	TIME	Composite	GRAB	Location	No. of Containers	Proper Preservation (Y/N)	Matrix Code (SO=Soil, WA=Water, SL=Sludge, OT=Other)	Samples - Regulatory Use(Y/N)	Tests Required
C3_1	4-12-2010	15:46			C3	1		SO		Grain Size Analysis (ASTM D422)
C3_2	4-12-2010	15:58			C3	1		SO		Grain Size Analysis (ASTM D422)
C3_3	4-12-2010	16:11			C3	1		SO		Grain Size Analysis (ASTM D422)
C3_4-3	4-12-2010	16:26			C3	1		SO		Grain Size Analysis (ASTM D422)

but times matches -ccm 4/27/10

Client Use	Comments (Other Analysis)
Relinquished By: [signature]	1705553 1705554 1705555 1705556
Date/Time: 4/27/10 11:30	
Sampled By:	

Project	MIDWEST LABORATORIES - LAB USE ONLY	MIDWEST LABORATORIES - RECEIVING USE ONLY
Project #	Temp on Arrival: 21°C	Date/Time: 4/27/10 1135
Project Name	No. of Containers	Received By: Heather Ray
Company		Comments

20

1705545 - 1705564

add

Ship samples together with this sheet to

Midwest Laboratories

04-27-10P12:03 RCVD

13611 B Street • Omaha, NE 68144-3693 • 402-334-7770 • FAX 402-334-9121

SUBMITTAL NUMBER: B18000

REPORT AND BILL TO		IDENTIFICATION	COPY TO	
NAME:	Jason Seipel		NAME:	
ADDRESS:	8200 Cody DR STE A		ADDRESS:	
CITY:	Lincoln		CITY:	
STATE:	NE		STATE:	
ZIP:	68512		ZIP:	
ACCOUNT:	24097	P.O.:	ACCOUNT:	
SUBMIT DATE:	2010-04-27		SAMPLE DATE:	2010-04-13

time matches COC 4/27/10

Chain of Custody Sample Submittal Form

SAMPLE ID	DATE	TIME	Composite	GRAB	Location	No. of Containers	Proper Preservation (Y/N)	Matrix Code (SO=Soil, WA=Water, SL=Sludge, OT=Other)	Samples - Regulatory Use(Y/N)	Tests Required
C4_1	4-13-2010	8:22			C4	1		SO		Grain Size Analysis (ASTM D422)
C4_2	4-13-2010	8:38			C4	1		SO		Grain Size Analysis (ASTM D422)
C4_3	4-13-2010	8:51			C4	1		SO		Grain Size Analysis (ASTM D422)
C4_4	4-13-2010	9:09			C4	1		SO		Grain Size Analysis (ASTM D422)

Client Use

Relinquished By: [signature]

Date/Time: 4/27/10 11:30

Sampled By:

Comments (Other Analysis)

1705557 1705558 1705559 1705560

Project	MIDWEST LABORATORIES - LAB USE ONLY	MIDWEST LABORATORIES - RECEIVING USE ONLY
Project #	Temp on Arrival: 21c	Date/Time
Project Name	No. of Containers	Received By: Heather Ramy 4/27/10 1135
Company		Comments

20 1705545 - 1705564

add

Ship samples together with this sheet to

Midwest Laboratories

13611 B Street • Omaha, NE 68144-3693 • 402-334-7770 • FAX 402-334-9121

04-27-10P12:03 RCVD

SUBMITTAL NUMBER: B17989

REPORT AND BILL TO		IDENTIFICATION	COPY TO	
NAME:	Jason Seipel		NAME:	
ADDRESS:	8200 Cody DR STE A		ADDRESS:	
CITY:	Lincoln		CITY:	
STATE:	NE		STATE:	
ZIP:	68512		ZIP:	
ACCOUNT:	24097	P.O.:	ACCOUNT:	
SUBMIT DATE:	2010-04-27		SAMPLE DATE:	2010-04-13

Chain of Custody Sample Submittal Form

SAMPLE ID	DATE	TIME	Composite	GRAB	Location	No. of Containers	Proper Preservation (Y/N)	Matrix Code (SO=Soil, WA=Water, SL=Sludge, OT=Other)	Samples - Regulatory Use(Y/N)	Tests Required
C5_1	4-13-2010	10:14			C5	1		SO		Grain Size Analysis (ASTM D422)
C5_2	4-13-2010	10:25			C5	1		SO		Grain Size Analysis (ASTM D422)
C5_3	4-13-2010	10:43			C5	1		SO		Grain Size Analysis (ASTM D422)
C5 4-3	4-13-2010	11:01			C5	1		SO		Grain Size Analysis (ASTM D422)

Client Use

Relinquished By

Date/Time 4/27/10 11:30

Sampled By

Comments (Other Analysis)

1705561 1705562 1705563 1705564

Project	MIDWEST LABORATORIES - LAB USE ONLY	MIDWEST LABORATORIES - RECEIVING USE ONLY
Project #	Temp on Arrival 21°C	Date/Time 4/27/10 1135
Project Name	No. of Containers	Received By Heather Kay
Company		Comments

20 1705545 - 1705564

add

SPECIAL PROVISIONS

These Special Provisions amend or supplement the Specifications of the Construction Contract, and other provisions of the Contract Documents as may be indicated below. All Specifications so referenced that are not so amended or supplemented remain in full force and effect.

1. DEFINITIONS AND PRINCIPLES

Foundation

For the purpose of this Contract, "Foundation" refers to the Nebraska Community Foundation, Inc. of Lincoln, Nebraska.

Program

For the purpose of this Contract, "Program" refers to the Platte River Recovery Implementation Program.

Engineer

For the purpose of this Contract, The Flatwater Group, Inc. will serve as the Engineer. The Engineer may in writing designate a Resident Project Representative (RPR) who shall carry out the Engineer's functions as set forth in the Supplementary Conditions (00 73 00).

Contracting Officer

For the purpose of this Contract, the Executive Director of the Program will serve as the Contracting Officer. The Contracting Officer may designate, in writing, a representative(s) who shall carry out the Contracting Officer's functions as set forth below. In all cases as provided for in this document, the powers, authorities, rights and responsibilities of the Contracting Officer shall also extend to the Contracting Officer's designated representative(s). Reference to the Contracting Officer herein shall apply to the Contracting Officer's designated representative if any.

The Contracting Officer will appoint a representative that will function as the coordinator between the Contractor and the Program.

The Contracting Officer shall assist the Engineer with the execution of the technical aspects of the project, to include inspection, and shall, supervise the administrative and other non-technical aspects of the Contract Documents.

The Contracting Officer shall have the authority to stop the Work, or to require and direct the Contractor to properly comply with the Contract Documents. In the event of a dispute as to the intent of non-technical portions of the Contract Documents, the Contracting Officer shall have the right to correct any errors or omissions at any time such corrections are necessary. In the case of any dispute or disagreement in regard to the drawings, specifications or other technical

documents, the Contracting Officer, upon consultation with the Engineer, shall provide for amendments to the Contract Documents as required.

2. PROGRAM RIGHT TO DO WORK

The Program and/or its employees, agents or assigns shall be responsible for the following items related to the Work

- Obtaining the Construction Storm Water General NPDES Permit Number NER110000

3. UNEMPLOYMENT AND WORKMEN'S COMPENSATION INSURANCE

Before issuing a Notice to Proceed, the Contractor and all subcontractors shall furnish proof of registration with the Employment Security Commission and the Workmen's Compensation Division as required by Nebraska Statutes.

A current letter obtained directly from the Employment Security Commission and the Workers Compensation Division shall be submitted as evidence of compliance with this requirement. Proof that the Contractor and all Subcontractors are still registered at the time of completion of construction shall be submitted prior to Final Acceptance of the Project.

4. PROJECT ACCESS

Contractor's access to the Site is presented on the construction drawings. The Contractor shall be responsible to keep access roads graded and suitable for use by the Contractor and/or their Subcontractors as well as by the PROGRAM and/or its representatives.

In the event that the Program and/or their representatives discover equipment, appliances or tools that are leaking excessive petrochemical products (i.e., fuel, oil or other lubricants), the Contractor and/or their Subcontractors shall be instructed to remove the vehicle, equipment, appliance or tool with the leak until such time that the leak is repaired.

If access through the adjoining private properties becomes necessary, it must be done with extreme caution. No access to adjoining private properties shall be attempted without first notifying the Program. The Program, on the information provided by the landowners, will mark known underground items such as septic systems, residential drainage and wells. The Contractor shall take every precaution to prevent damage to said properties and shall be held responsible for repairs to septic systems, drainage pipes or wells.

The Contractor shall be responsible for reviewing the Site and informing themselves fully regarding Site peculiarities and limitations of space available.

5. STAGING AND STORAGE AREA

The primary staging area is identified on the Drawings or will be identified in the field by the Engineer.

The Contractor shall at all times keep their staging area clean and free of an accumulation of debris and rubbish. All areas used for storage or staging will be cleaned and restored within ten (10) days of completion of the project.

Between the dates of April 1 and May 10, or October 1 and November 15, heavy equipment will be moved from the river to an upland site behind a tree line at the end of each work day if such features are available. If not available, the equipment will be moved to the farthest extent feasible or to a position of cover at least 0.25 miles away from the channel.

6. REMOVAL OF MATERIALS

Unless a specific item or material is specified to remain on property of the Program and/or any affected private property owners, or said item is specified as being owed by the Contractor, all items will be inspected by the Contracting Officer to determine to need to retain the item. If the material is designated as scrap, the Contractor shall remove the item from Site.

All excess aggregate piles generated during the work including, but not limited to, excess augmentation material and material not suitable for augmentation, shall be removed from the Site prior to the end of construction.

7. CONTROL OF PERSONS AND TRAFFIC ON SITE

The Contractor shall control the actions of its employees, agents or assigns, as well as its subcontractors and their employee, agents or assigns working on the Site working and shall enforce all regulations.

The Contractor shall be responsible for traffic control on the public roadways as may be necessary to access the Work Site with trucks, equipment and/or materials.

The Program retains the right to visit the Site with other agencies and interested parties when needed and to allow other agencies and interested to visit the Site on their own. The Program will coordinate access with the Contractor and will access the Site such that the Work of the Contractor is not hindered or delayed.

8. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall take special precautions to insure that adequate safety is provided to personnel at all times during construction operations.

Temporary items such as, but not limited to, staging, lifting and hoisting devices, excavation barricades, and safety and construction procedures necessary to complete

the project shall be the responsibility of the Contractor and its subcontractors, and shall comply with all applicable codes and regulations. Nebraska Occupational Health and Safety Rules and Regulations shall be complied with in their entirety. It shall not be the responsibility of the Owner to determine if the Contractor, subcontractors or their representatives are in compliance with the aforementioned regulations.

9. CONSTRUCTION LIMITS

All construction activities shall generally be limited to Owner's property. Additional specific construction limits for the Work may be defined on the construction Drawings. If construction limits are not specifically shown on the Drawings, coordinate with Engineer or Owner to identify construction limits. In all cases, Contractor shall coordinate with Owner to confirm construction limits associated with the Work at the Site prior to commencing the Work.

No other disturbance shall be allowed on private property unless specifically authorized. Care shall be taken to protect existing structures and fences. Contractor shall be liable for all damages to private property.

10. HOURS OF WORK

From December 15 to February 15 and within a 0.25 mile area around a known eagle roost, Site activity should occur beginning one (1) hour after sunrise and finishing one hour (1) before sunset to minimize disturbance of the roost.

Between the dates April 1 and May 10, or October 1 and November 15, the Contractor will not begin Work until one of the following requirements has been met each day: 1) The Contractor observes the airplane conducting whooping crane surveys during their daily basis fly-over the construction zone without circling back to verify a whooping crane sighting; or 2) it is at least one-half (1/2) hour after sunrise and the Contractor has confirmed there are no whooping cranes or large white birds in the construction zone; or 3) the Engineer has confirmed the lack of whooping cranes in the construction zone. If the Contractor has any suspicion or question as to whether or not a whooping crane is present, he will not start Work until a positive identification can be made by the Engineer or the bird(s) leave by their own accord. The Contractor will contact the Engineer anytime he thinks there may be a whooping crane in the construction zone.

The PROGRAM conducts daily whooping crane surveys by flying an airplane up the river at an elevation of 750 ft. starting one-half (1/2) hour before sunrise. When the plane observes a white object they circle around to determine what it is. If it is a whooping crane on PROGRAM property they will notify the PROGRAM in order for the PROGRAM to confirm the sighting from the ground. If the plane continues to fly up the river, then there are likely not any whooping cranes in the area. The PROGRAM will provide the Contractor with the phone number of the whooping crane survey contractor.

If one contractor requires the service of another contractor beyond the standard working hours, the Contractor requiring the extra service shall be responsible for any costs associated with the other contractor working extra hours.

11. EXISTING UNDERGROUND UTILITIES

There are no utilities known to the Program (buried) in the Work area.

The Contractor shall be responsible for contacting Diggers Hotline of Nebraska five (5) days prior to the start of construction at (800) 331-5666, for the purpose of locating any underground utilities. Identification and location of utilities is the sole responsibility of the Contractor.

12. PRE-CONSTRUCTION MEETING

Within ten (10) days of award of this Contract, the Contracting Officer shall arrange a meeting at the job Site. This meeting shall include the Contractor in addition to the Engineer, Contracting Officer and all substantial subcontractors.

At the Pre-construction Meeting, each Contractor shall explain their anticipated procedures on Site in detail and shall provide a progress schedule for review.

13. TIME OF COMPLETION AND SEQUENCE OF OPERATIONS

Time frames as contained in this section are the product of the Engineer's estimate. Reasonable adjustments in the time frames allowed for each component may be approved by the Program upon review of the Contractor's schedule for progression of Work which is to be reviewed at the pre-construction meeting.

Work shall be completed As Soon As Possible but no later than the dates listed in the Agreement unless approved by the Program.

The final sequencing of construction items will be according to a schedule mutually agreed upon by all parties.

14. PROJECT LAYOUT AND CONTROLS

The Program is responsible for verification of Contractor's Work against the Project Drawings and specifications.

15. CONTACTS

Administrative Point of Contact (Foundation):
Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Admin. Point of Contact (Program):
Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Ave., Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

Technical Point of Contact (Program):
Jason Farnsworth, Dir. Tech. Support Services
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Ave., Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: farnsworthj@headwaterscorp.com

Media Point of Contact (Program):
Dr. Bridget Barron, Director of Outreach
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Ave., Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: barronb@headwaterscorp.com

END OF SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

DIVISION 01

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY OF WORK

A. Contractor shall include furnishing all plant, labor, permits, fees, equipment, supplies, materials, services and incidentals required to complete the work, unless otherwise specified.

B. Mention herein or indication on the Drawings of articles, operations, or methods requires that the Contractor provide each item mentioned, indicated, or necessary as an adjunct to the item, subject to qualifications noted, and perform according to conditions required.

C. **Summary of Work**: The Work includes two schedules: Schedule A – Cottonwood Ranch and Schedule B – Dyer Property. The following is a general description of the Work under each schedule.

SCHEDULE A – COTTONWOOD RANCH

The Work includes excavating/pushing 40,000 cubic yards (cy) of sediment augmentation material (generally sand or sandy gravel) in deposits located on islands within the high banks of the river, into the active channels on the Program's Cottonwood Ranch property. The Work also includes all support and incidental work necessary to complete the tasks on the Bid Form, as drawn and specified.

SCHEDULE B – DYER PROPERTY

The Work includes establishment of an onsite sand pit operation on the Program's Dyer Property by expanding an existing sand pit, as shown on the Drawings, to provide sediment augmentation material (medium coarse and coarse sand) meeting specific gradation requirements. The Work includes extracting material from the ground, processing the material to meet specific gradation requirements, and discharging or pumping 50,000 tons (~40,000 cy) of the specified material in the river on the Dyer Property, and collecting representative samples of augmented material for submittal to Engineer for gradation verification. Material extracted from the sand pit operation that is not suitable for augmentation shall be removed from the site and disposed at an appropriate location.

D. The success of this project is partially dependent on flow conditions in the river. Contractor shall only conduct work when successful results can be obtained and shall be prepared to adjust operations accordingly, either to increase (e.g., during higher flows) or decrease (e.g., during lower flows) the rate of sediment augmentation, move the discharge locations within the limits of construction, and/or adjust the gradation of material placed in the river (within reasonable limits of the technology) based on fluctuating conditions in the river. Adjustments in the rate of sediment augmentation, discharge locations, and/or gradation shall be at the discretion of the Engineer. Contractor shall immediately cease placement of material in the river and notify the Engineer and Owner when adverse effects are apparent.

1.02 WORK RESTRICTIONS

A. Work will be conducted at the Platte River Recovery Implementation Program's (Program) Cottonwood Ranch (Schedule A) and Dyer (Schedule B) properties, both near Overton, Nebraska. Refer to the Drawings for the specific locations of the Project.

B. Contractor shall limit construction activities to Program controlled property as indicated on the Drawings, to the general vicinity of the Work, identified access roads, and to

approved support areas on the site unless otherwise approved by the Engineer or Owner. Damage, disturbance, and displacement of adjacent property shall be repaired or replaced by the Contractor at no additional cost to the Owner.

C. Access to the site for Program employees and their representatives must be maintained during construction.

D. Contractor shall be responsible for protecting structures, equipment, culverts and other infrastructure not directly impacted as part of the work under this contract. Contractor shall be responsible for repairing or replacing such items that are damaged during construction.

E. Contractor shall provide fence, barricades, safety or warning devices, signs and warning lights required for the protection of employees, the public and property.

F. The area roads and driveways may be used for material and equipment deliveries and access providing the Contractor suitably protects the areas from damage, does not interfere with use of areas outside the construction area, and maintains the access routes reasonably clean.

1. Contractor shall assume full responsibility for the protection and safekeeping of products under this contract that are stored onsite during construction activities.
2. Contractor shall move, without additional compensation, any material or equipment that interferes with operations of the Owner or any separate contractor or utility company.
3. After construction, the Contractor shall restore roads to their condition prior to construction, at no additional cost to the Owner.

1.03 PROJECT UTILITY SOURCES

A. Contractor shall be responsible for determining utility requirements for their operation and for contacting and arranging with utility companies, establishment of any temporary utility services required.

B. Contractor shall coordinate with Owner and Engineer the locations of any temporary utilities required. All locations of temporary utilities shall require approval of the Engineer prior to installation.

1.04 CONTRACT METHOD

Work shall be completed under contract as stated on the Bid Form and agreed to in the Agreement.

1.05 CODES AND REGULATIONS

Contractor's work shall be in compliance with all federal, state, and local codes and regulations including but not limited to the Occupational Safety and Health Act (OSHA).

1.06 PERMITS AND CLEARANCES

Owner will provide the Contractor with copies of the Storm Water Pollution Prevention Plan (SWPPP) and NPDES construction permit, if applicable. Contractor shall be responsible for obtaining all other permits and clearances specifically related to construction activities (e.g., overweight permits, utility clearances).

1.07 TESTING

When specified, Contractor shall be responsible for collecting samples for submittal to the Engineer.

1.08 REFERENCE STANDARDS

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

B. The date of the standard shall be the date in effect as of the bid date, except when a specific date is specified.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

--END OF SECTION--

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. This section specifies the method of measurement and payment for each bid item listed on the respective Bid Schedules.

B. Portions of the Work called for by the Drawings and specifications or otherwise required to complete the Work in accordance with the Contract Documents but for which no bid item is specifically listed, shall be considered subsidiary to the cost of the related bid items.

C. Costs for all work to be conducted under this Contract shall be included under one of the Bid Items listed in Paragraph: 1.02 BID ITEMS.

1.02 BID ITEMS

A. The description of the work included in each item and measurement and payment shall be as follows:

SCHEDULE A – COTTONWOOD RANCH

Bid Item A-1: Mobilization and Site Preparation/Demobilization

Work under this item shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary to perform the work required under the contract. Except for items listed separately on the Bid Form, this item shall include all bonds, insurance, administration, transportation to and from the site, operating supplies, detailed construction layouts, site preparation, constructing access routes, general erosion control, and coordination necessary for the Contractor to provide and maintain a construction force at the project site complete and ready to perform all work required under the Contract and removal of such forces at the end of the contract.

This pay item is a Lump Sum. Payment of the contract Lump Sum amount will be made as the work proceeds and will be prorated based on the percentage of work under this item that has been completed. This payment shall be full compensation for all equipment, labor, disposal, and incidentals required to complete the work.

Bid Item A-2: Sediment Augmentation (Excavate/Push)

Work under this item shall consist of excavating augmentation material from the source areas identified on the Drawings and placing the material into the active channels of the river as specified. This work includes all handling of the material including excavating, loading and hauling, pushing or otherwise moving the material, and placing the material in the river.

The basis of measurement and payment for this item shall be per bank cubic yard. Payment shall be based on the Contract Unit Price for the volume of material measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Payment quantities shall be based on pre-excavation material volumes determined by pre- and post-excavation surveys. Volume of material to be paid for shall be calculated using surveyed cross sections of the excavation area prior to excavation of sediment and soil and of the finished excavation after excavation, removal, and disposal. Payment shall not be made for quantities of material excavated below the finished elevations indicated on the Drawings unless otherwise specified or pre-approved by the Engineer.

Payment for this item will be made at the Contract Unit Price given in the Bid Form, as the work proceeds. This payment shall be full compensation for all equipment, fuel, labor, materials, and performing all operations necessary for completing the work as specified and indicated on the Drawings.

Bid Item A-3: Site Restoration

Work under this item shall consist of restoring those areas that were disturbed during construction to preconstruction conditions including removing all temporary structures, restoring roads and parking areas, removal of rubbish and debris, removal of excess and temporary stockpiles of material, installation of any required erosion control measures and other work required to restore the site.

This pay item is a Lump Sum. Payment of the contract Lump Sum amount will be made as the work proceeds and will be prorated based on the percentage of work under this item that has been completed. This payment shall be full compensation for all equipment, labor, disposal, and incidentals required to complete the work.

SCHEDULE B – DYER PROPERTY

Bid Item B-1: Mobilization and Site Preparation/Demobilization

Work under this item shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary to perform the work required under the contract. Except for items listed separately on the Bid Form, this item shall include all bonds, insurance, administration, transportation to and from the site, operating supplies, detailed construction layouts, site preparation, constructing access routes, general erosion control, and coordination necessary for the Contractor to provide and maintain a construction force at the project site complete and ready to perform all work required under the Contract and removal of such forces at the end of the contract.

This pay item is a Lump Sum. Payment of the contract Lump Sum amount will be made as the work proceeds and will be prorated based on the percentage of work under this item that has been completed. This payment shall be full compensation for all equipment, labor, disposal, and incidentals required to complete the work.

Bid Item B-2: Sediment Augmentation (Pumping)

Work under this item shall consist of establishing an onsite sand pit operation by expanding an existing sand pit, producing sediment augmentation material meeting the specified gradation requirements, and pumping the material into the river either by directly discharging from the production operation or using dedicated sand pumps. Work shall include varying the gradation, discharge rate, and discharge locations as necessary, and manipulation of the material once placed in the river, to meet the project requirements and prevent excessive buildup of material in the channel. This work includes all handling of the material including temporary stockpiling, management of all the material not suitable for augmentation including hauling off all excess material, and other related requirements.

The basis of measurement and payment for this item shall be per ton of suitable material placed into the river. Payment shall be based on the Contract Unit Price for the volume of material measured and computed to the nearest ton based on periodic measurements of the volume of material discharged. If approved by the Engineer, volumes measured in cubic yards shall be converted to tons based on a conversion factor of 1.25 tons per cubic yard.

Payment for this item will be made at the Contract Unit Price given in the Bid Form, as the work proceeds. This payment shall be full compensation for all equipment, fuel, labor, materials, and performing all operations necessary for completing the work as specified and indicated on the Drawings.

Bid Item B-3: Site Restoration

Work under this item shall consist of restoring those areas that were disturbed during construction to preconstruction conditions including removing all temporary structures, restoring roads and parking areas, removal of rubbish and debris, removal of excess and temporary stockpiles of material, installation of any required erosion control measures and other work required to restore the site.

This pay item is a Lump Sum. Payment of the contract Lump Sum amount will be made as the work proceeds and will be prorated based on the percentage of work under this item that has been completed. This payment shall be full compensation for all equipment, labor, disposal, and incidentals required to complete the work.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 GENERAL

A. Contractor shall not exceed quantities listed in the Bid Form for any item without written approval of the Engineer. Work that results in changes in quantities that result in an increase in the Contract cost of any item shall be addressed by Change Order, and such work shall not commence until the Change Order is issued. No compensation will be allowed for work completed in excess of the Contract quantities for which prior approval was not granted and a Change Order was not issued.

--END OF SECTION--

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

This section lists specific administrative requirements related to the Work.

1.02 PROJECT COORDINATION

Work shall be coordinated with Owner's activities and other site activities, if any, to assure efficient and orderly sequence of construction elements, with provisions for accommodating work to be completed later.

1.03 OWNER OCCUPANCY

Owner will occupy premises during entire period of construction. Contractor shall coordinate with Engineer and Owner to minimize conflicts.

1.04 CONTRACTOR USE OF PREMISES

Contractor shall minimize, to the extent practical, areas used for work and for construction operations and shall conduct their operations in a manner that allows for Owner access to areas where construction is not taking place. Contractor shall be responsible for installing security fencing, signs, and other measures deemed necessary to protect persons and property and prevent access to construction sites.

1.05 PROJECT MEETINGS

A. Prior to the start of construction, the Engineer (in coordination with Owner) will arrange a pre-construction meeting to be attended by the Contractor and Project supervisors.
B. Periodic meetings may be arranged during construction as needed and shall be attended by the Contractor, the Engineer, and Owner as necessary.

1.06 CONSTRUCTION SCHEDULES AND PROGRESS REPORTS

A. Contractor shall:

1. Submit proposed project schedule that conforms to the contract requirements for completion of the Work. Contractor shall update the project schedule monthly and provide Engineer with corresponding reports.
2. Submit initial schedule within 5 days after date of Notice to Proceed.
3. Submit schedule revisions with each Application for Payment, identifying changes since previous version.
4. Submit weekly progress reports, signed by the Contractor's site manager.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

--END OF SECTION--

PART 1 - GENERAL

1.01 SCOPE

A. This section provides the procedures to be followed when making submittals. These shall be coordinated with other submittal requirements located in other sections.

B. Specific submittals are listed in this section. Other submittal requirements may be listed in other sections. Unless otherwise specified, all submittals shall be submitted according to the procedures in this section.

1.02 SUBMITTAL PROCEDURES

A. For each submittal the Contractor shall:

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

1.03 CONSTRUCTION SCHEDULES AND PROGRESS REPORTS

A. Contractor shall:

1. Submit initial schedule within 5 days after date of Notice to Proceed.
2. Submit schedule revisions with each Application for Payment, identifying changes since previous version.
3. Submit weekly progress reports, signed by the Contractor's site manager.

1.04 APPLICATION FOR PAYMENT

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

1.05 TEST RESULTS

Contractor shall submit to the Engineer, a copy of all results of material testing, quality control tests, and other tests as specified, as well as any unspecified tests the Contractor conducts.

1.06 PRODUCT/MATERIAL DATA

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

1. Mark each copy to identify applicable products, materials, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work. Include manufacturer's installation instructions when required by the specification section.
2. Submit the number of copies that Contractor requires, plus two additional copies, which will be retained by the Engineer and Owner respectively.
3. When applicable, the following is a list of material items requiring submittal:

    a. Seeding Mix.
    b. Aggregate Gradations/Certifications.
    c. Erosion Control Material.
    d. Geotextile Materials.
    e. Others as specified.

1.07 MANUFACTURER INSTALLATION INSTRUCTIONS

A. When specified in individual specification sections, Contractor shall:

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

1.08 MANUFACTURER CERTIFICATES

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

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

-- END OF SECTION --

SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 SCOPE

A. The Contractor shall be responsible for obtaining, installing, and operating temporary facilities and controls as necessary to complete the work. Specific items are discussed in this section. These items may not be all-inclusive and the Contractor is responsible for all temporary items required or deemed necessary to complete the Work as specified.
B. Unless otherwise specified, all temporary facilities shall be considered subsidiary to the work and shall be provided at the Contractor's expense.

1.02 WATER

The Contractor shall be responsible for transportation of any water, both potable and non-potable, required for construction and/or to maintain operations.

1.03 SANITARY FACILITIES

The Contractor shall provide his employees with suitable temporary sanitary facilities. Contractor shall maintain the facilities as necessary throughout the entire course of the project.

1.04 UTILITIES

A. Contractor shall be responsible for the following regarding utilities:

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

1.05 TEMPORARY HEAT

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

1.06 ENCLOSURES

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

1.07 BARRICADES, BARRIERS, FENCES, AND SIGNS

Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

1.08 REMOVAL

Remove all temporary facilities and controls, temporary materials, equipment, services, and construction prior to Final Completion.

PART 2 – PRODUCTS

2.01 EROSION AND SEDIMENT CONTROLS

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

PART 3 – EXECUTION

3.01 RUNOFF, EROSION, AND SEDIMENT CONTROL

A. Contractor shall be solely responsible for designing, constructing, and maintaining runoff controls (as reviewed and approved by Engineer and Owner) to protect the work and minimize erosion. Contractor shall incorporate erosion control and sediment retention practices in accordance with the SWPPP.

B. Excavation, grading, and moving of soil materials shall be scheduled to minimize to the extent practical, the size of areas that will be unprotected from erosion. Disturbed areas identified to be restored shall be restored according to the Specifications and Plans, as soon as is feasible.

C. Diversions, waterways, or other runoff controls shall be constructed to divert water away from work areas and/or to collect runoff from work areas to allow proper construction of work items and protect the site and work from ponding or running water. Contractor shall provide, operate, and maintain pumping equipment as necessary.

D. Silt fences, hay bales, or other erosion control devices shall be installed as necessary, to minimize and control erosion during and subsequent to construction. Erosion controls shall remain in place during the entire construction period or as otherwise specified.

E. Protect downstream and adjacent properties, drainage channels, and streams from damage due to erosion resulting from project construction operations.

F. All erosion and sediment control measures shall be inspected at least every seven days and within 24 hours after a storm event of 0.5 inches or more, except when winter freeze up conditions preclude runoff. Any deficiencies found during these inspections shall be promptly corrected.

3.02 TEMPORARY CONSTRUCTION ROADS AND ENTRANCES

A. Access routes indicated on the Drawings are probable access routes. Prior to construction, Contractor shall submit to the Engineer proposed access and haul routes. Contractor shall only use access and haul routes approved by Engineer or Owner.

B. Temporary roads or paths shall follow the contour of the natural terrain to the extent possible. Slopes shall not exceed 10 percent, where practical.

C. If necessary, temporary construction entrances shall be constructed where vehicles and equipment enter the site. Entrances shall be constructed in a manner that will prevent damage to existing roads, culverts, and other existing structures. Contractor shall be responsible for repairing or replacing any such structures damaged at the temporary construction entrances. Temporary construction entrances shall be maintained in useable condition during the course of the project. Entrances shall be maintained in a

condition that will prevent the tracking or flow of mud/soil onto public right-of-way.

D. All materials spilled, dropped, washed, or tracked from vehicles onto roadways shall be removed immediately.

3.03 STAGING/MATERIAL STORAGE AREAS

Contractor staging and material storage areas shall be in the general area identified on the Drawings and shall be approved by the Engineer or Owner prior to construction.

3.04 GENERAL MAINTENANCE

All areas shall be kept clean and reasonably well maintained during construction.

-- END OF SECTION --

PART 1 – GENERAL

1.01 MOBILIZATION

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

1.02 MEASUREMENTS AND PROJECT LAYOUT

A. Contractor is responsible for verifying all access routes, field conditions, elevations and dimensions affecting the completion of the work and is responsible for correctness of same.

B. No extra compensation will be allowed for differences between actual elevations, dimensions or measurements indicated on Drawings except for adjustments, if any, in the number of units of items on the Bid Tab. Differences discovered shall be reported to the Engineer for consideration before proceeding with the work.

C. Contract Drawings:

1. The Drawings indicate the general area of construction, probable access routes, and elevations. Contractor shall field verify and coordinate information on the Drawings as necessary to complete the work. Work locations may vary within the general areas of construction identified.
2. Adjustments in dimensions, elevations, routing and connections shall be made for field coordination with other trades.
3. All field adjustments shall be subject to the Engineer's approval.

D. Contractor shall be responsible for laying out the Work in accordance with the Contract Documents. If required to complete the work, Contractor shall establish temporary benchmarks and markers necessary to set lines and levels of construction as needed to locate each element of the project. Contractor is responsible for providing all information to others engaged in construction activities of marked lines and levels provided for their use.

E. All survey data collected by the Contractor, whether specified or not, shall be submitted to the Engineer for use in verifying compliance with the Contract Documents.

1.03 CONDUCTING WORK

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

1.04 NOTIFICATION OF UTILITIES AND PROPERTY OWNERS

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

B. If any of the work affects any adjacent property owners, Contractor shall notify Engineer and coordinate with Program personnel on contacting property owners prior to any work commencing that would affect such properties.

1.05 PROTECTION OF PROPERTY

For any work performed in close proximity to sensitive areas or to the properties of adjacent landowners, utilities, or other parties, the Contractor shall utilize every precaution to protect the sensitive areas, property, utility lines, and other facilities from damage. Any damage that the Contractor may inflict shall be repaired or replaced in a prompt manner as directed by the Engineer at no additional cost to the Owner.

1.06 CLEANUP AND WASTE DISPOSAL

A. Waste disposal activities shall include, but not be limited to, transport and disposal of site waste, rubbish, demolition debris, and rubble to appropriate disposal facilities as specified and in accordance with applicable federal, state, and local regulations.

B. Contractor shall maintain project areas as work progresses including picking up trash, debris, excess material, etc. All trash and construction debris shall be removed from the site and be properly disposed of by the Contractor, unless otherwise directed by the Owner or Engineer. Contractor shall provide trash receptacles onsite for collection of trash.

C. Trash shall be removed from the site periodically as required. Excessive accumulation of trash shall not be allowed.

1.07 SITE RESTORATION

A. Prior to final acceptance of the project, the site shall be restored to its original condition prior to construction unless otherwise indicated in the Specifications and Drawings. Site restoration shall include, but not be limited to, the following items:

1. All surfaced areas removed or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas.
2. All grassed areas disturbed during construction shall be reseeded unless otherwise specified or directed by the Engineer.
3. Temporary berms, roads, and other temporary facilities shall be removed prior to final acceptance of the work, unless otherwise specified or directed by the Engineer.

1.08 DEMOBILIZATION

On completion of the work, the Contractor shall promptly remove from the site all rubbish, unused and excess materials, stockpiled materials, construction equipment, and temporary facilities and structures used during construction.

1.09 CLOSEOUT PROCEDURES

A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.

B. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.

C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

D. Engineer will issue a final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

1.10 FINAL CLEANUP

All work areas shall be cleaned of rubbish, excess materials, equipment, etc., prior to final acceptance of the project by the Owner.

1.11 WARRANTIES AND BONDS

A. Contractor shall provide duplicate copies of warranties and bonds to Engineer. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers.

B. Contractor shall submit material prior to final application for payment.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

-- END OF SECTION --

DIVISION 31

EARTHWORK

PART 1 – GENERAL

1.01 SCOPE

A. This section specifies clearing and grubbing of the work area including removal of trees, stumps, debris, and brush. This section is to be used with the requirements contained within other related sections, including Sections 31 20 00 EARTH MOVING and 31 23 99 SEDIMENT AUGMENTATION.

B. Contractor shall provide all labor, materials, equipment, and incidentals required to complete the work specified in this section.

1.02 DEFINITIONS

A. Clearing

Clearing shall consist of the felling and removing trees and other brush and vegetation, including grass and sod as necessary, and the satisfactory disposal of trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the designated work area.

B. Grubbing

Grubbing shall consist of the removal and disposal of stumps, roots greater than 1 inch in diameter, and root mats from the designated work area.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 CLEARING

A. Contractor shall notify Engineer prior to removal of any trees or shrubs. Work or the work limits may be modified, at the discretion of the Engineer, to save specific trees from being removed.

B. Contractor shall clear trees, shrubs, thickets, and other woody vegetation, as necessary, to complete the work as specified and indicated on the Drawings.

C. Contractor shall remove all brush, snags and other vegetation including grass and sod in the designated work areas as necessary to complete the work.

D. Contractor shall complete all clearing work in a manner so as to minimize disturbance of adjacent areas, trees and other plantings not designated for removal, and buildings or other infrastructure. Trees and vegetation to be left standing shall be protected from damage during completion of the work.

3.02 GRUBBING

A. In areas requiring excavation, Contractor shall grub and remove stump and root material to a depth necessary to complete excavation to the limits indicated and complete required work or a minimum of one foot below finished grade, whichever is greater. Material to be grubbed shall include stumps, roots larger than one inch in diameter, matted roots, and any miscellaneous subsurface structures and debris that may be encountered.

B. In areas where sand pit mining of augmentation material is to occur, stumps and root material shall be removed so as not be interfere with pumping operation. Excessive

organic material including stumps, branches, roots, and other organic matter shall not be disposed of or discharged to the river.

3.03 PROTECTION

Contractor shall take precautions to protect any trees, vegetation, structures, benchmarks and survey stakes, and utilities and other infrastructure not intended to be removed or not required to be removed to complete the work. Prior to beginning work, Contractor shall be responsible for field verifying that there are no utilities within the work area. Contractor shall be responsible for repairing and/or replacing, at no additional cost to the Owner, items that are damaged during construction that were not intended to be removed.

3.04 DISPOSAL OF MATERIAL

A. Trees and stumps removed by Contractor during construction shall be placed onsite in piles as directed by the Engineer.

B. All other materials resulting from clearing and grubbing activities shall be placed in piles or disposed of in an appropriate manner as directed by the Engineer.

-- END OF SECTION --

PART 1 – GENERAL

1.01 SCOPE

A. This section specifies requirements for conducting earth work activities including general site work as well as restoring the site once the work is complete. Activities include access road construction and maintenance, construction of staging and storage areas, work related to establishment of temporary facilities, stripping and stockpiling topsoil, dust suppression, grading and any other earthwork activities required as part of the Work. This section is to be used with the requirements contained within other related sections.

B. Contractor shall provide all labor, materials, equipment, and incidentals required to complete the work specified in this section.

1.02 DEFINITIONS

A. Fill/Backfill. Any material placed to bring an area to a specific grade, including backfill for excavations and trenches. Although backfill generally refers to material placed in an excavation, the terms fill and backfill may be used interchangeably throughout the Specifications and on the Drawings.

C. Topsoil. Topsoil includes material capable of sustaining vegetative growth, typical of the area.

1.03 SUBMITTALS

A. Submittals, if required, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES.

1.04 EXCAVATION SAFETY

Contractor shall be solely responsible for making all excavations safe. Appropriate measures shall be taken to slope or shore excavations to prevent collapse of side-slopes and ensure protection of persons working in or near the excavations. All work specified in this section shall be in accordance with 29 CFR Part 1926.

1.05 QUALITY ASSURANCE

Codes and Standards. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

PART 2 – PRODUCTS

2.01 TOPSOIL

A. Topsoil shall be reasonably free from underlying subsoil, clay lumps, objectionable weeds, litter, brush, matted roots, toxic substances, or any material that may be harmful to plant growth or be a hindrance to grading, planting, or maintenance operations. Topsoil shall not contain more than 5 percent by volume of stones, stumps, or other objects larger than 1 inch in diameter.

B. Topsoil stripped from the work site and stockpiled separately shall be considered acceptable for use on the site.

PART 3 – EXECUTION

3.01 EXCAVATION

A. Excavation of every description regardless of material encountered, within the required work limits, shall be performed to the lines and grades indicated, specified, or necessary to complete the work, unless otherwise directed by the Engineer.

B. General earthwork required to complete portions of the work but not specified or identified on the Plans shall be conducted in a safe and efficient manner using practices accepted in the industry. Such earthwork shall be considered subsidiary to the work.

C. Contractor shall assume responsibility for determinations and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations.

D. Excavation Safety

1. The safety of all excavations shall be the sole responsibility of the Contractor. Contractor shall implement procedures consistent with CFR 29 Part 1926, Subpart K, as necessary, to ensure safety of personnel in the vicinity of the excavations and to prevent damage to adjacent property, pavements, utilities, or structures.
2. All excavations shall be free of overhangs, and the sidewalls shall be kept free of loose material. As a minimum, Contractor shall slope all excavations to prevent these conditions.

E. Complete restoration of all obstructions moved or removed to accommodate construction equipment or to facilitate work, shall be required, unless otherwise specified.

F. Underground Utilities

1. It shall be the Contractor's responsibility, prior to performing excavations, to determine the presence and location of any underground utilities that may be affected by excavations. Any damage caused by the Contractor's failure to make this verification and/or determination shall be repaired at no cost to the Owner. When work is being conducted in areas, if any, where there are underground obstructions, the Contractor shall:

   a. Coordinate with appropriate owner of each utility regarding scope and schedule for utility relocation, in-place protection, or abandonment. Notify owners of pipes, cable, and/or other utilities 48 hours in advance of any excavation work. Underground utilities shall be located and exposed by the appropriate owner. Documentation shall be submitted to the Engineer showing notification to owners of buried utilities.
   b. Preserve intact any existing underground pipes, culverts, or other utilities encountered during trenching and backfill operations. Hand excavation shall be required within one foot of any fiber optics, telecommunication, gas, or signal lines and within six inches of any sewer or water lines. If excavation beneath utility lines is required, the utility lines shall be supported as recommended by the owner of the utility, until proper backfill has been replaced beneath them. If any utilities or other structures are damaged or broken by the Contractor, they shall be replaced or repaired, at Contractor's expense, as soon as is practical. Once replaced or repaired, the condition of utilities or structures damaged by Contractor shall be at least equal to the condition they were in before the disturbance.

3.02 BACKFILL OF EXCAVATIONS

A. Unless otherwise specified, any excavations required to complete the work shall be backfilled with satisfactory material, compacted to a density of the similar surrounding soils, and smooth graded in accordance with Paragraph 3.03 FINISHED EXCAVATIONS AND FILLS.

B. Backfill shall conform to the lines, grades, sections, and elevations indicated. Where no lines, grades, sections, or elevations are indicated, backfill shall be placed to restore the excavation to the pre-excavated lines and grades, to the shape of the typical sections indicated, or to meet the requirements of the particular case. Backfill shall consist of satisfactory material and shall be reasonably free from roots, other organic matter, and trash.

C. Any irregularities or depressions that develop during and subsequent to backfilling activities shall be corrected by loosening the material at these places and adding, removing, or replacing material as required until the surface can be made smooth and uniform.

3.03 FINISHED EXCAVATIONS AND FILLS

A. All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth-graded to a degree compatible with the intended use of the area. Fills and backfills shall conform to the lines, grades, sections, and elevations indicated on the Drawings. If no lines, grades, sections, or elevations are indicated, backfills shall be placed to restore the excavation to pre-excavated lines and grades.

B. Transitions between varying slopes indicated on the Drawings shall be smooth and gradual.

C. A finished surface that is reasonably smooth, compacted as specified and free from irregular surface changes shall be provided. The degree of finish shall be that ordinarily obtainable from blade-grader operations, except as otherwise specified.

D. Surface areas to be seeded shall be finished to smoothness suitable for the application of turf materials.

E. This section does not apply to islands within the channel. Finished excavation shall be as directed by the Engineer.

3.04 PRESERVATION AND PLACMENT OF TOPSOIL

A. Prior to excavation, topsoil (when present) shall be stripped and stockpiled onsite for use in restoring the site prior to the end of construction. Topsoil stockpiles shall be constructed and maintained to prevent erosion and excessive runoff.

B. Topsoil shall be placed on all areas where it was stripped as part of the Work and on any areas identified to be seeded. Topsoil shall be spread evenly to a minimum thickness of 6 inches and graded to the elevation and slopes indicated. Topsoil shall not be spread when frozen or excessively wet or dry.

C. This paragraph does not apply to islands within the channel. Topsoil is not required on islands within the river.

3.05 FINAL GRADING

A. Final grades shall be completed to the lines and grades indicated on the Drawings and/or as directed by the Engineer with proper allowance for placement of topsoil as specified. If no lines or grades are shown on the Drawings, final grades shall be completed to restore the area to preconstruction conditions. Final grades shall be free of exposed roots, debris, rubble, and stones exceeding 3 inches in any dimension. Final grades shall be neatly blended into existing surrounding terrain to provide a smooth, uniform transition.

B. This section does not apply to islands within the channel. Final grading shall be as directed by the Engineer.

3.06 PROTECTION OF FINISHED WORK

A. Newly graded areas shall be protected from traffic and from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes. Damaged areas shall be reseeded, if necessary.

B. This paragraph does not apply to islands within the channel.

3.07 MATERIAL DISPOSAL

A. Excess earth material generated as part of the construction shall be disposed of offsite at an appropriate location.

B. Contractor shall dispose of all other non-earth material including debris, rubble, rocks, trash at an appropriate offsite disposal facility.

3.08 ROADS

A. Existing roads at the site and public roads used during the course of the work shall be maintained in useable condition. **Existing roads used by the Contractor during construction shall be repaired to their condition prior to construction activities**. Contractor shall document condition of roads prior to construction.

B. Contractor shall be responsible for layout, preparation, grading, widening, compacting, surfacing, and maintaining all temporary haul roads required to complete the Work. Any surfacing installed by the Contractor shall be removed by the Contractor prior to final completion of the project, unless otherwise specified or approved by the Engineer. Contractor shall be responsible for maintaining haul roads during the course of the project.

C. Contractor shall submit a proposed access and traffic control to Engineer for approval prior to construction.

3.09 FUGITIVE DUST CONTROL

Contractor shall implement fugitive dust control measures as necessary during all phases of the work. Contractor shall be responsible for providing water for dust control measures. Dust control measures shall comply with any applicable rules and regulations.

3.10 RESTORATION

All areas shall be returned to pre-construction conditions unless otherwise specified. Temporary improvements, controls, accesses, and other temporary facilities shall be removed and areas disturbed by the construction of these improvements and other construction activity shall be graded and reseeded.

--END OF SECTION--

PART 1 – GENERAL

1.01 SCOPE

A. This section specifies the general requirements for source area preparation, production, gradation, stockpiling, pit operations, and placement of specified sediment augmentation materials.

B. Contractor shall provide all labor, materials, plant and equipment, and incidentals required to complete the work specified in this section.

1.02 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The latest available edition, at time of issuance of these Specifications, shall be used. The publications are referred to in the text, in this section and other sections as applicable, by the basic designation only.

STATE OF NEBRASKA DEPARTMENT OF ROADS (NDR)

NDR	Standard Specifications for Highway Construction – 1997 English Units Edition and subsequent updates
OSHA	Occupational Safety and Health Act

1.03 DEFINITIONS

A. Sediment Augmentation Material

1. Sediment augmentation material shall mean material acquired from the source areas specified or identified on the Drawings and placed into the river channel for the express purpose of reducing the sediment deficit present in the river.
2. For this project, sediment augmentation material is generally coarse to medium coarse sand produced from typical sand pit mining operations and/or sandy material typical of that present in deposits within the river channel.
3. When specified, sediment augmentation material shall meet the material specifications.

B. River Bed Material

River bed material (bed material) is existing material within the limits of the high banks that has been transported by the river. River bed material is generally located on islands, bars, or other features within the banks of river.

C. Sand Pit Operation

Sand pit operations are defined as wet pit operations established for the production of aggregates, typical of the Platte River valley.

1.04 REGULATORY REQUIREMENTS

A. All work shall comply with the requirements of the Occupational Health and Safety Act.

PART 2 – PRODUCTS

2.01 SEDIMENT AUGMENTATION MATERIAL SOURCE REQUIREMENTS

A. ONSITE MATERIAL

1. Onsite material shall be material obtained on Program controlled property generally at, or close to the location of augmentation activities. The two onsite locations for this Project are as follows:

   a. Cottonwood Ranch, located approximately 2 ½ miles east of the Overton interchange and south of Interstate 80 and identified on the Drawings.
   b. Dyer Property located just southwest of the Overton interchange and identified on the Drawings.

2. Contractor shall be responsible for developing and/or preparing the onsite source locations to provide the quantity of material identified in the Bid Tab.
3. When specified (Schedule B), the Contractor shall be responsible for processing onsite material so that it meets material specifications.

B. OFFSITE MATERIAL

1. Offsite material shall be any material obtained from a source other than those located on the property where augmentation is to occur. Offsite sources generally require hauling the material to the site from another location. Offsite material may be from sites controlled by the Program or other sites.
2. Offsite material shall not be used without prior approval of the Engineer. The use of offsite material would be by special circumstance and at the sole discretion of the Engineer and Program.
3. **NOTE: It is not anticipated that offsite material will be required for augmentation as part of this pilot scale project.**

2.02 SEDIMENT AUGMENTATION MATERIAL – EXISTING IN-CHANNEL MATERIAL (NON-GRADED)

A. At those areas where bed material will be used for augmentation, material generally located in islands within the limits of the high banks will be redistributed into the channels within the probable range of augmentation locations in accordance with the Drawings and Specifications. The material will not require gradation processing prior to placement in the river. Trees, stumps, vegetation, and highly organic material, if encountered, shall be removed prior to augmentation.

B. Augmentation of existing material from within the banks of the river is applicable for augmentation conducted at the Program's Cottonwood Ranch property (Schedule A).

2.03 SEDIMENT AUGMENTATION MATERIAL – ONSITE SANDPIT OPERATION

A. Gradation 1 – Medium Coarse Sand

Sediment augmentation Gradation 1 is applicable for the augmentation of sediment on the Program's Dyer Property (Schedule B). Sediment augmentation material identified as Gradation 1 shall meet the following gradation.

Sieve #	Equivalent size (mm)	% Passing	Tolerance
4	4.75	100	±0
16	1.18	85	±5
30	0.60	60	±10
50	0.30	25	±5
200	0.075	1	±2

B. Gradation 2 – Coarse Sand

Sediment augmentation Gradation 2, when required, is applicable for the augmentation of sediment on the Program's Dyer Property (Schedule B). Sediment augmentation material identified as Gradation 2 shall meet the following gradation.

Sieve #	Equivalent size (mm)	% Passing	Tolerance
1 inch	25	100	±0
4	4.75	93	±5
16	1.18	64	±5
30	0.60	43	±10
50	0.30	18	±5
200	0.075	1	±2

C. Changing of gradations, if required, will be based on the results of the augmentation project as it progresses and shall be at the sole discretion of the Engineer. Initial augmentation material at the Dyer Property will be Gradation 1. The Engineer shall determine if changes in the gradation of the material are required during the course of the project based on monitoring conducted by the Owner. Contractor shall have the means to produce either gradation (or other similar gradations) of material and the ability to change gradations produced during the completion of the work, if instructed to do so by the Engineer.

PART 3 – EXECUTION

3.01 GENERAL

A. Augmentation material produced from all sources shall comply fully with the specifications and the Contractor shall recognize and satisfy himself as to the type and amount of work that may be necessary to produce the material required including being prepared for the potential that gradation adjustments may be required during completion of the Work under Schedule B. Augmentation material shall meet the requirements specified in Paragraphs 2.01 through 2.03 of this section. The Contractor shall adjust and modify operations as required in order to meet specified requirements.

B. Prior to mobilizing to the site, Contractor shall prepare and submit for approval from the Engineer, a general site layout plan that includes staging areas, locations of equipment, temporary access roads, temporary stockpile locations, temporary buildings and utilities, fueling and fuel containment areas, and other items as necessary.

3.02 EQUIPMENT

The Contractor shall supply all equipment necessary to complete the Work. Equipment shall be sufficient to produce specified augmentation material and complete the work within the timeframe of the project.

3.03 SITE PREPARATION

A. Site layout shall be the responsibility of the Contractor. Work activities shall be contained to the work limits identified on the Drawings. Contractor shall use existing access roads and identified staging areas to the extent practical.
B. All aspects of clearing, removal of overburden, protection and safety of personnel, augmentation material production management, and clean up shall be the responsibility of the Contractor.
C. Unless otherwise specified or directed by the Engineer, Contractor shall be responsible for determining the need for construction fence around their operations and equipment and for installing such fence.

3.04 PRODUCTION OF AUGMENTATION MATERIAL

A. Contractor shall produce material conforming to the specifications for the gradations and designations specified.
B. When required by the Engineer, the Contractor shall submit a written proposal to the Engineer, detailing aggregate processing procedures intended to be used. These proposed procedures will require the approval of the Engineer.
C. The Contractor shall notify the Engineer a minimum of two days in advance of the start of augmentation material production to allow the visual inspection of the process and testing of the production as deemed necessary by the Engineer. This inspection and testing will not relieve the Contractor of any responsibility in producing materials that meet all specification requirements.

3.05 PLACEMENT OF AUGMENTATION MATERIAL

A. Schedule A - Cottonwood Ranch

1. Initial Design Assumptions

   The following assumptions were used in the design of the augmentation program. These parameters were selected based on similar previous projects at the site, simulation modeling, and known conditions in the river to provide a baseline for establishment of an augmentation operation.

   a. Augmentation of 40,000 cy of sediment in 2012.
   b. Augmentation material to be obtained onsite within the high banks of the river at Cottonwood Ranch within the areas of probable augmentation identified on the Drawings.
   c. Augmentation material will not require processing to manipulate gradation.

2. Augmentation material from the source areas identified on Drawings shall be pushed or otherwise excavated and placed into the active channels as shown on the Drawings and directed by the Engineer.
3. Orientation of the augmentation material will generally be perpendicular to the flow of the river; however, adjustments to the orientation may be required as directed by the Engineer. In general, augmentation shall proceed as follows:

   a. Starting at the downstream end of the source area, one foot of material shall be removed from a 100 to 200 foot wide strip in the source area and placed into the river.
   b. Working from the bank of the source area, material shall be placed roughly perpendicular to the flow as far out into the channel as possible but not farther than half way across the channel defined by the edge of the source area and the opposite high banks.

c. When the first strip is complete, Contractor shall move upstream approximately 200 feet and begin excavating and placing material into the river from the second strip.
d. Contractor shall continue working upstream in alternating strips removing one foot lifts of material until target elevations are reached or the required volume of material has been placed in the river.
e. Contractor shall move to the downstream end of the source area and repeat the process using the strips that were not excavated during the last round or excavation.
f. The source area shall be excavated to an average target elevations identified on the Drawings for each of the three areas identified. Target elevations are approximately two feet above the water elevation in the channel shown on the Drawings; however, conditions in the river may change. Unless otherwise directed by the Engineer, island elevations should be maintained approximately two feet above the water surface elevation in the river at the time of construction. There is approximately a three foot elevation change from the upstream to downstream ends of the source area.
g. Unless otherwise directed by the Engineer, all material will be placed in the river off the south side of the island source area as shown on the Drawings.
h. Adjustments to the rate of augmentation and orientation and general location of material placement may be required at the direction of the Engineer within the general probable range of augmentation area identified on the Drawings.

4. Augmentation material shall be placed in a manner and at a rate that does not create a damming effect in the river or otherwise adversely affect river flows. Contractor shall be responsible for monitoring their operations and adjusting augmentation rates accordingly or temporarily halting production if adverse conditions develop or if directed to do so by the Engineer

B. Schedule B - Dyer Property

1. Initial Design Assumptions

The following assumptions were used in the design of the augmentation program. These parameters were selected based on modeling and known conditions in the river to provide a baseline for establishment of an augmentation operation.

a. Augmentation of 50,000 tons (~40,000 cy) of sediment in 2012.
b. Initial augmentation material meeting Gradation 1.
c. Gross production rates of 100 tons per hour.
d. Based on soil borings completed at the site, approximately 85-90% of the material is finer than the #4 screen which is the maximum size of target Gradation 1.
e. Assuming slightly less than a 90% screening efficiency, approximately 75% of the material within the target gradation will be placed into the river.
f. Initial sediment discharge rates are assumed to be approximately 75 tons per hour based on the above assumptions.
g. Pumping rates used in the design assume a 10 hour work day. Additional pumping time may be required depending on the flows in the river, screening efficiency, and the Contractor's operation.

2. Augmentation material meeting the material specifications shall be placed into the river at the locations identified on the Drawings. Material may be direct discharged into the river as sand slurry from the sand pit operation or by pumping it into the river using sand pumps or other equivalent technology. Multiple pumps and/or discharge locations (within the probable range of discharge locations) may be used to meet Work requirements.
3. Unless otherwise directed by the Engineer, augmentation material shall be placed into active flow channels within the river. Discharge locations shall be periodically adjusted,

as necessary or directed by the Engineer, to maintain discharge into active channels. The Drawings indicate probable initial discharge locations.

4. Augmentation material shall be placed in a manner and at a rate that does not create a damming effect in the river or otherwise adversely affect river flows. Contractor shall be responsible for monitoring their operations and have the capability of adjusting discharge rates accordingly or temporarily halting production if adverse conditions develop or if directed to do so by the Engineer.
5. Contractor shall establish operations so that the discharge location can be readily moved and adjusted, as necessary, to avoid adverse flow conditions in the river. Contractor shall be prepared to adjust discharge locations daily, if necessary, within the identified limits of the discharge areas identified on the Drawings or as directed by the Engineer.
6. Contractor may use multiple discharge points or multiple pumps simultaneously to meet specified discharge rates.
7. Contractor's operation shall be established so that discharge rates up to 150 tons per hour can be achieved.
8. Contractor shall maintain onsite, the means to move the augmentation material placed in the river to mitigate adverse flow conditions caused by material placement, to allow for more efficient entrainment of sediment (e.g., pushing material further into an active channel or moving material to avoid adverse effects).
9. Contractor shall conduct operations so that sand pit footprints generally conform to the boundaries shown on the Drawings.
10. Contractor shall stake approximate limits of new sandpit prior to construction. Limits shall be approved by the Engineer prior to construction.

3.06 STOCKPILING

A. When aggregate stockpiles are specified or used as part of maintenance work, the following shall apply.

1. Stockpile sites shall be located within the construction limits identified on the Drawings unless approved by the Engineer.
2. The location of stockpile sites for all material including augmentation material, material not suitable for augmentation, excess material, and other types of material produced from onsite sources or hauled in from offsite sources shall be determined by the Contractor unless otherwise specified or required by the Engineer.
3. Contractor shall be responsible for all aspects of stockpile management including all costs for clearing, removal and salvage of overburden and other site preparation and restoration.
4. Stockpiles shall not be constructed at locations or by methods that will interfere with or damage any utilities such as power lines, telephone lines, pipelines, and underground utilities.
5. Sites shall be cleared to the required dimensions. Topsoil and subsoil shall be separately excavated to the full depth and stockpiled separately.
6. Stockpile sites shall be shaped to a uniform smooth surface and graded to ensure positive drainage.
7. Completed stockpiles shall be neat and regular in form and shall be constructed to occupy the smallest feasible area.
8. If different types of material are to be stockpiled, the piles shall be located and constructed so that no intermixing of material will occur.

3.07 EXCESS MATERIAL

A. All material produced that is not suitable for augmentation shall become the property of the Contractor unless otherwise directed by the Engineer. Excess material shall be removed from the site prior to completion of construction.

B. Stockpiles of topsoil not used onsite as part of any required restoration, debris piles, and other piles of material shall be removed from the site and disposed of at an appropriate offsite location prior to the completion of construction. No piles of materials shall be allowed to remain onsite at the end of construction.
C. Contractor shall be responsible for finding suitable offsite disposal locations.

3.08 SAMPLING AND TESTING

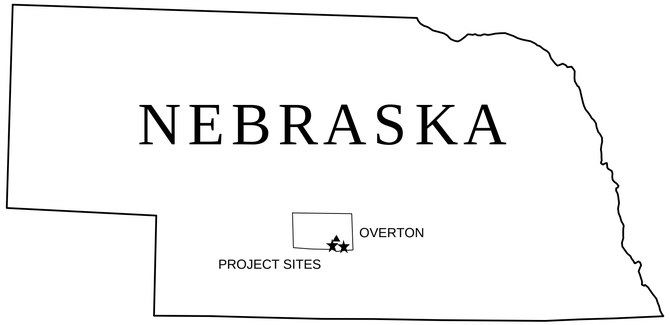
A. Contractor shall provide and maintain equipment and qualified personnel to perform all field sampling and testing necessary to determine and monitor the characteristics of the materials produced and incorporated into the Work.
B. Contractor shall provide safe and convenient means for accurately and representatively sampling each aggregate stream whether produced onsite or obtained offsite (if applicable).
C. Contractor shall collect representative samples of the material being augmented into the river for gradation analysis.

1. One sample shall be collected for standard gradation analysis for every 1,000 cy of material augmented. One duplicate sample shall be collected for every 10 samples collected.
2. Contractor shall be responsible for providing sampling apparatus and sample storage bags. Samples collected by the Contractor shall be stored in an appropriate manner and submitted to the Engineer for analysis.
3. Contractor shall notify Engineer when samples will be collected and available for testing.
4. All laboratory tests for aggregate gradation necessary to determine compliance with the specifications will be made by the Engineer or Owner at no expense to the Contractor.
5. Samples of aggregates to check gradation may be collected separately by Engineer for verification purposes.
6. Sediment samples shall be collected in accordance with ASTM D75 to the extent practical.
7. Testing shall be in accordance with ASTM C 136 and ASTM C 117 (if required).

-- END OF SECTION –

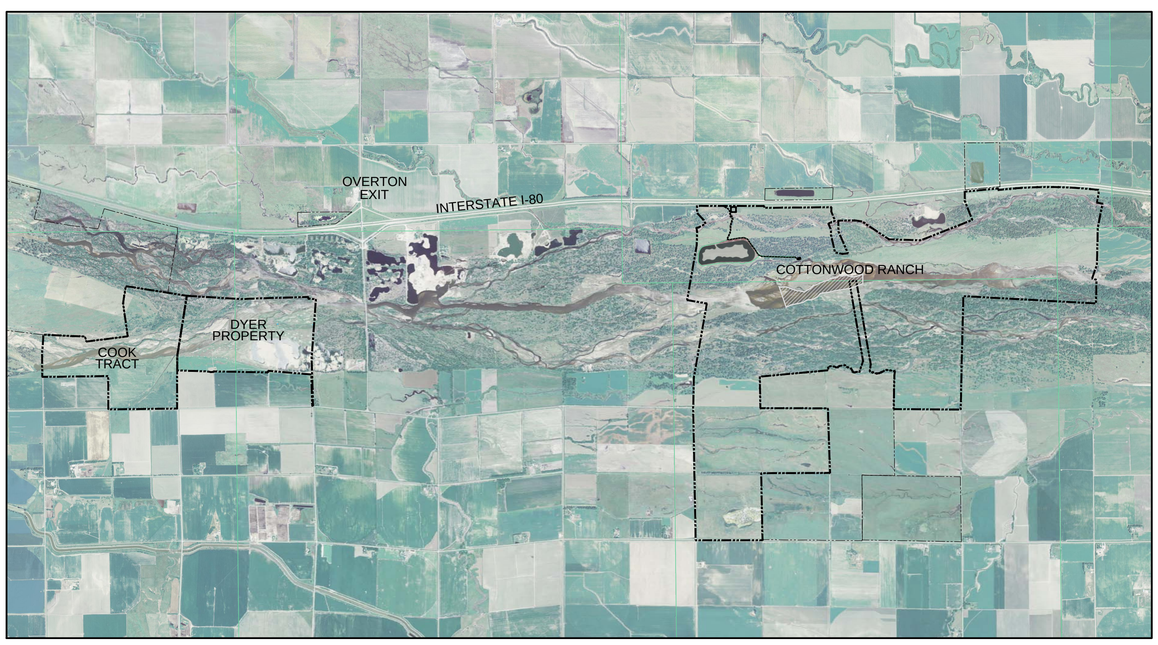
DRAWINGS

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
SEDIMENT AUGMENTATION PILOT SCALE
MANAGEMENT ACTION



LOCATION MAP

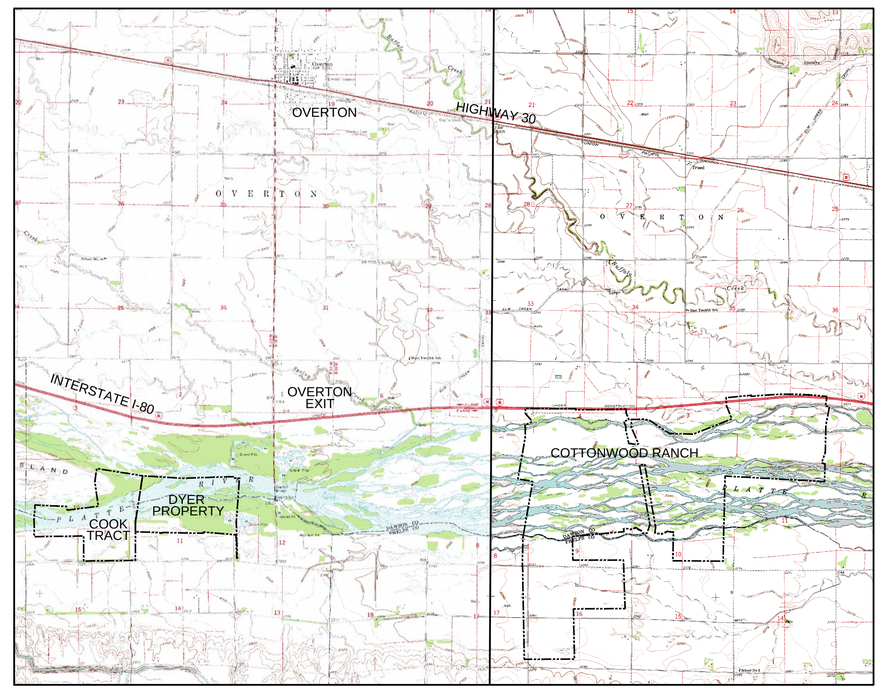
SHT NO.	SHEET INDEX
1	COVER SHEET
2	VICINITY MAP
3	COTTONWOOD RANCH AUGMENTATION LOCATION - SCHEDULE A
4	COTTONWOOD RANCH SOURCE AREA TOPOGRAPHIC MAP AND PUSH DETAILS - SCHEDULE A
5	DYER PROPERTY AUGMENTATION LOCATION - SCHEDULE B



3000' 0 3000'

AERIAL MAP

SOURCE OF AERIAL PHOTOGRAPHS ON ALL SHEETS ARE THE 2010 FSA COMPRESSED DIGITAL ORTHOPHOTOS, 4-BAND COLOR, FARM SERVICE AGENCY, USDA



4000' 0 4000'

AREA MAP

SOURCE: USGS QUADRANGLE OVERTON, 1962 & ELM CREEK WEST, 1961

REVISIONS

NO.	DATE	BY	DESCRIPTION

SEAL

SEAL

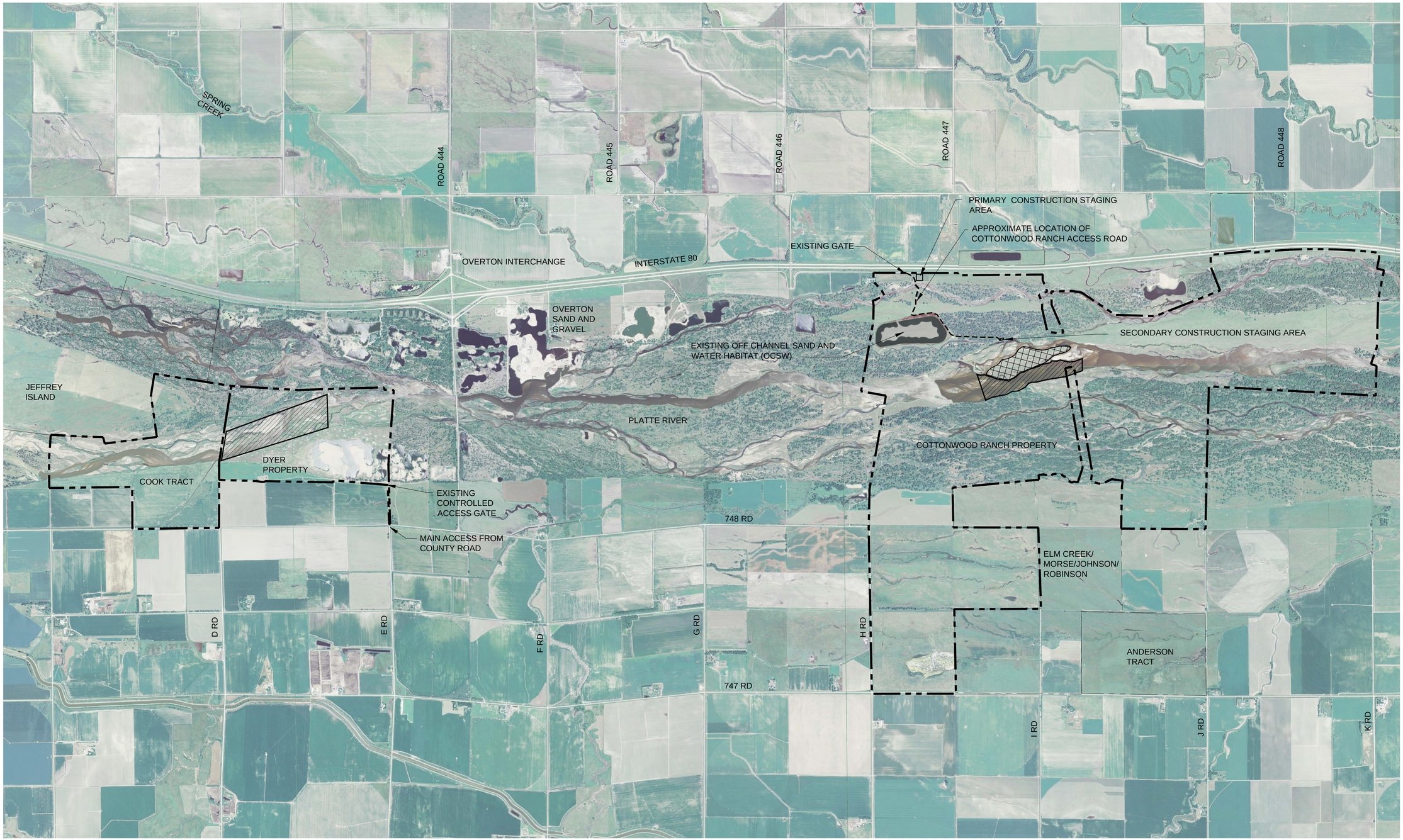
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
SEDIMENT AUGMENTATION PILOT SCALE MANAGEMENT ACTION

DAWSON AND PHELPS COUNTIES, NEBRASKA

COVER SHEET

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	3-Feb-12
DESIGNED BY	RJK
DRAWN BY	Staff
CHECKED BY	TER, RJK
PROJECT NUMBER	PRRIP
SCALE	AS SHOWN
SHEET NUMBER	1 OF 5



LEGEND

- COOK TRACT, DYER PROPERTY AND COTTONWOOD RANCH PROPERTY BOUNDARY LINES
- OTHER PRRIP PROPERTY BOUNDARY LINES
- ACCESS ROUTE TO AUGMENTATION LOCATIONS
- GENERAL LOCATION OF AUGMENTATION AREAS
- SOURCE AREA

1500' 0 1500'

GENERAL NOTES:

1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL/ACCESS PLAN PRIOR TO CONSTRUCTION.
2. ALL ROADS SHALL BE MAINTAINED IN USEABLE CONDITION THROUGHOUT THE COURSE OF CONSTRUCTION. DAMAGE TO COUNTY ROADS SHALL BE PROMPTLY REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
3. CONTRACTOR SHALL USE EXISTING ROADS TO ACCESS WORK AREAS TO THE EXTENT PRACTICAL. ALL ACCESS ROUTES SHALL BE APPROVED BY ENGINEER PRIOR TO USE.
4. WORK STAGING AREAS SHALL BE AS SHOWN. ADDITIONAL STAGING AREAS, IF REQUIRED, SHALL BE COORDINATED AND APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	BY	DESCRIPTION

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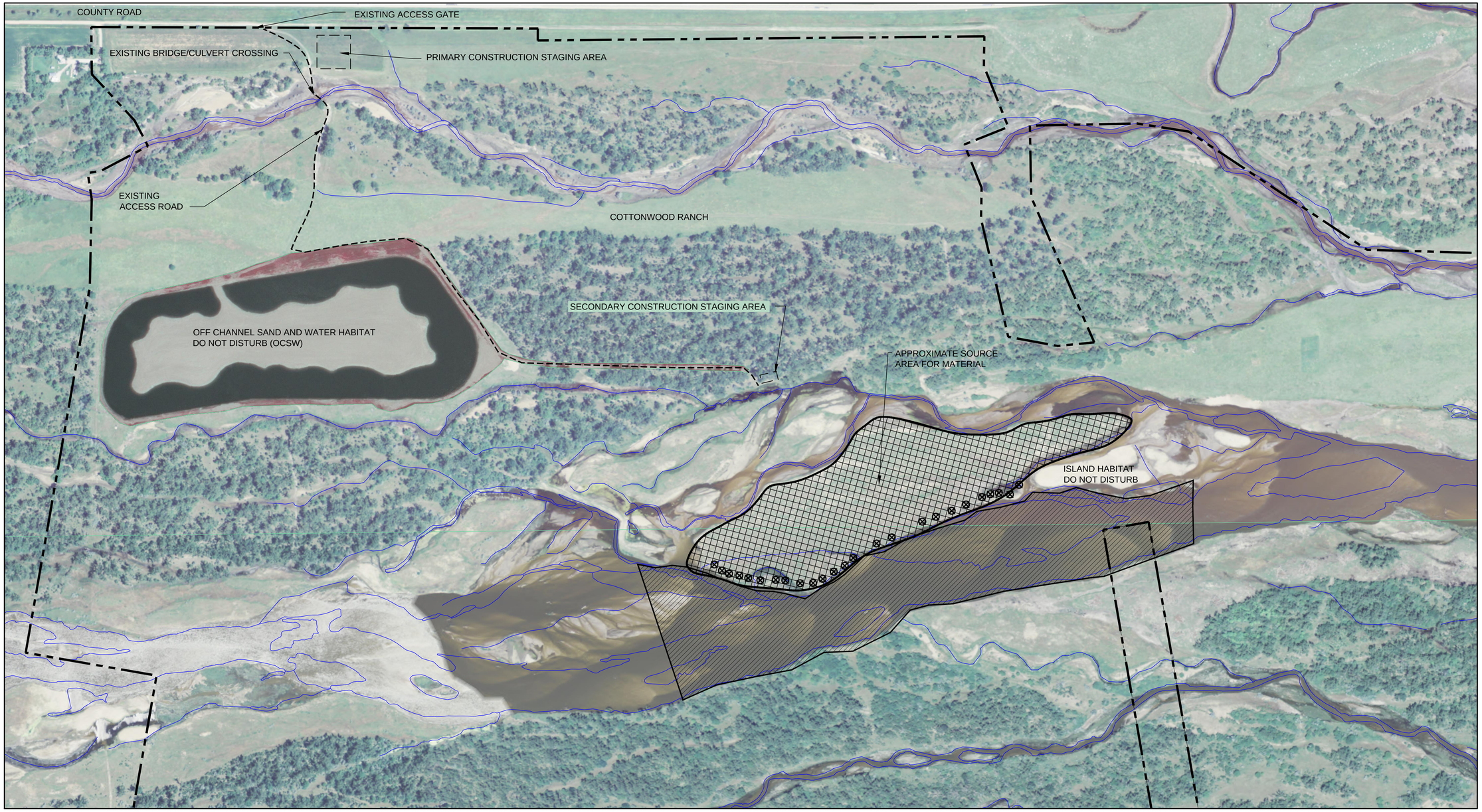
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
SEDIMENT AUGMENTATION PILOT SCALE MANAGEMENT ACTION

DAWSON AND PHELPS COUNTIES, NEBRASKA

VICINITY MAP

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	3-Feb-12
DESIGNED BY	RJK
DRAWN BY	Staff
CHECKED BY	TER, RJK
PROJECT NUMBER	PRRIP
SCALE	AS SHOWN
SHEET NUMBER	2 OF 5



COTTONWOOD RANCH SITE PLAN

300' 0 300'

LEGEND

- COOK TRACT, DYER PROPERTY AND COTTONWOOD RANCH PROPERTY BOUNDARY LINES
- OTHER PRRIP PROPERTY BOUNDARY LINES
- ACCESS ROUTE TO AUGMENTATION LOCATIONS
- CONSTRUCTION STAGING AREA BOUNDARY
- GENERAL LOCATION OF AUGMENTATION AREAS
- SOURCE AREA
- 2011 SURVEY POINTS SHOWING EDGE OF ISLAND
- ACTIVE CHANNELS (VARIES)

NO.	DATE	BY	DESCRIPTION

REVISIONS

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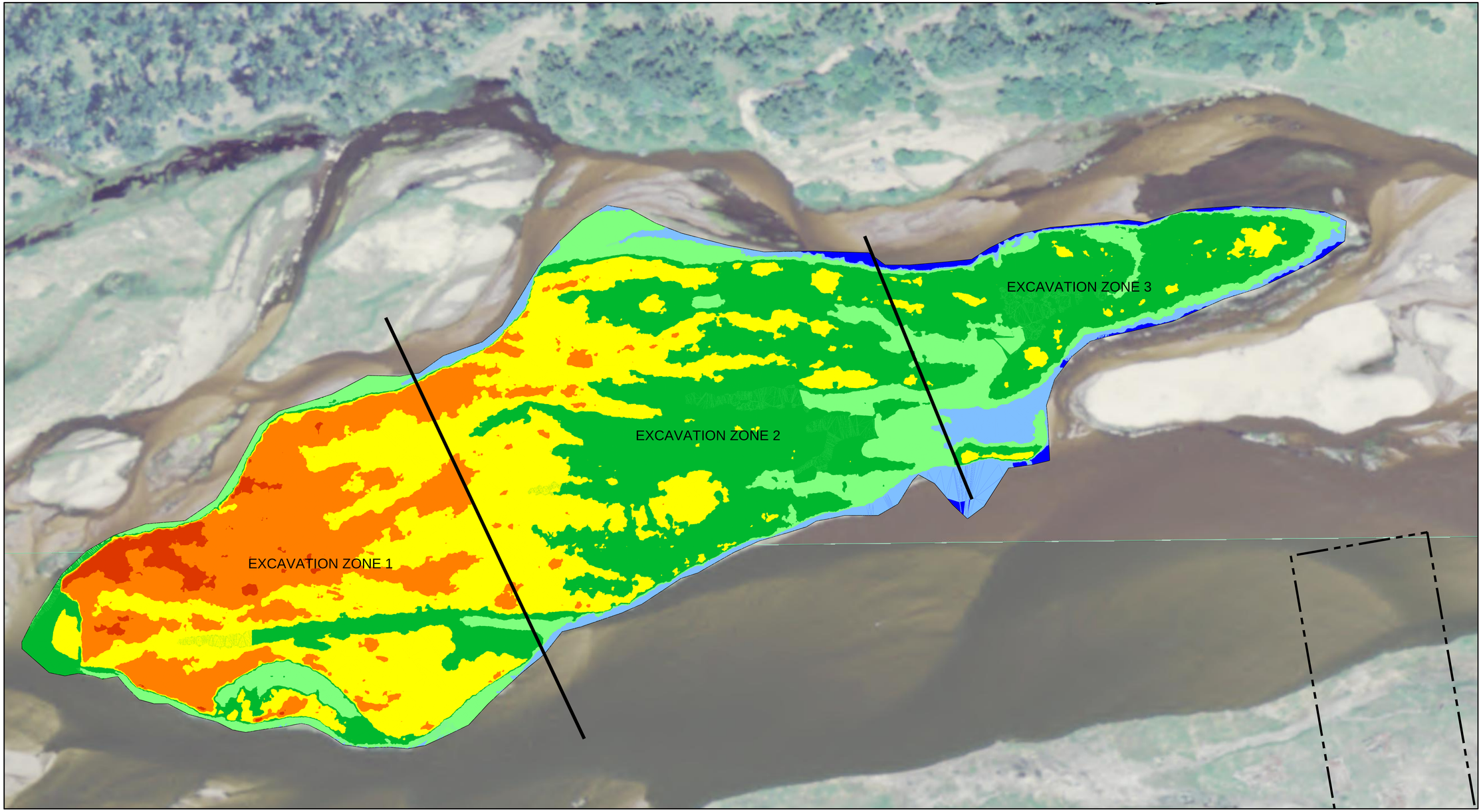
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
SEDIMENT AUGMENTATION PILOT SCALE MANAGEMENT ACTION

DAWSON AND PHELPS COUNTIES, NEBRASKA

COTTONWOOD RANCH
AUGMENTATION LOCATION
SCHEDULE A

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

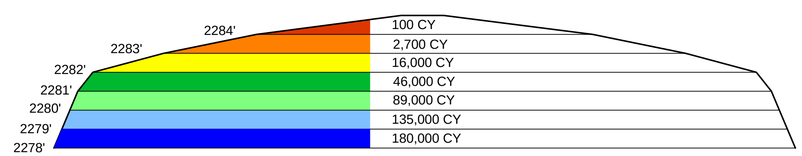
DATE	3-Feb-12
DESIGNED BY	RJK
DRAWN BY	Staff
CHECKED BY	TER, RJK
PROJECT NUMBER	PRRIP
SCALE	AS SHOWN
SHEET NUMBER	3 OF 5



COTTONWOOD RANCH TOPO PLAN

100' 0 100'

Elevations Table			
Number	Minimum Elevation	Maximum Elevation	Color
1	2278.00	2279.00	
2	2279.00	2280.00	
3	2280.00	2281.00	
4	2281.00	2282.00	
5	2282.00	2283.00	
6	2283.00	2284.00	
7	2284.00	2285.00	



MAIN ISLAND
TOTAL YARDS AVAILABLE ABOVE ELEVATION

Approximate Target Elevations for Excavation		
Zone	Target Elevation	Color
1	2280.00	
2	2279.00	
3	2278.00	

REVISIONS

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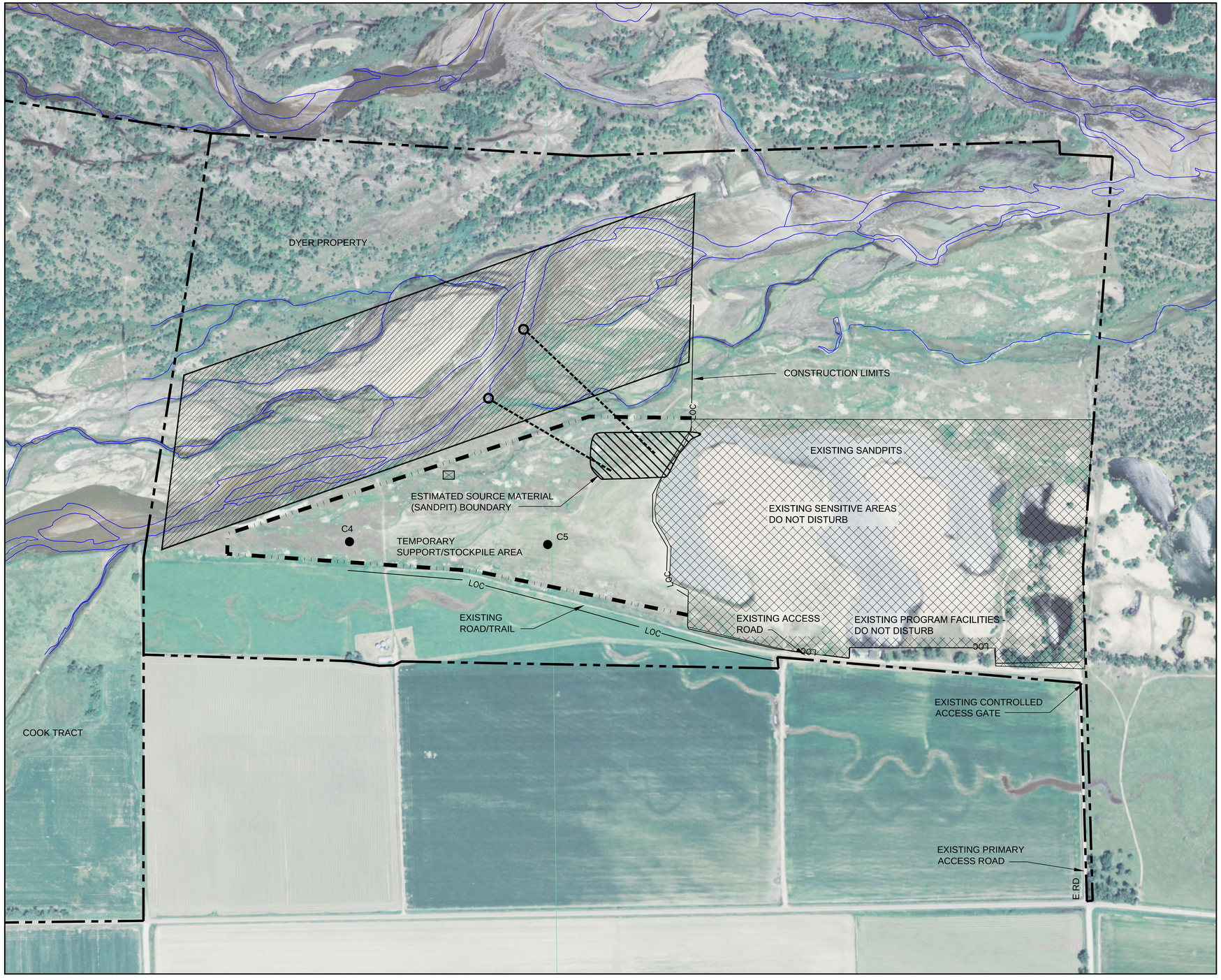
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
SEDIMENT AUGMENTATION PILOT SCALE MANAGEMENT ACTION

DAWSON AND PHELPS COUNTIES, NEBRASKA

COTTONWOOD RANCH
SOURCE AREA TOPOGRAPHIC MAP
AND PUSH DETAILS - SCHEDULE A

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE 3-Feb-12
DESIGNED BY RJK
DRAWN BY Staff
CHECKED BY TER, RJK
PROJECT NUMBER PRRIP
SCALE AS SHOWN
SHEET NUMBER



DYER PROPERTY SITE PLAN

300' 0 300'

GENERAL NOTES:

1. CONTRACTOR SHALL INSTALL SILT FENCE AROUND TOPSOIL STOCKPILES.
2. ALL ACCESS ROUTES SHALL BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.
3. SUBMIT SITE LAYOUT PLAN FOR APPROVAL OF ENGINEER PRIOR TO CONSTRUCTION.
4. DISCHARGE LOCATIONS WILL VARY WITH ACTIVE CHANNEL LOCATIONS AND AMOUNT OF FLOW IN CHANNELS.

LEGEND

- PROPERTY BOUNDARY LINES
- DISCHARGE PIPING (APPROXIMATE)
- ACTIVE CHANNELS (VARIES)
- LOC - LIMITS OF CONSTRUCTION
- POTENTIAL FUTURE SOURCE AREA
- POTENTIAL INITIAL DISCHARGE LOCATIONS
- SOIL BORING LOCATION
- VIDEO CAMERA AND MOUNT - DO NOT DISTURB
- ESTIMATED SOURCE AREA (SANDPIT) BOUNDARY
- PROBABLE RANGE OF AUGMENTATION DISCHARGE LOCATIONS
- SENSITIVE AREA DO NOT DISTURB

REVISIONS			
NO.	DATE	BY	DESCRIPTION

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PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
SEDIMENT AUGMENTATION PILOT SCALE MANAGEMENT ACTION

DAWSON AND PHELPS COUNTIES, NEBRASKA

DYER PROPERTY AUGMENTATION LOCATION SCHEDULE B

The FLATWATER GROUP Inc.
8200 Cody Drive, Suite A
Lincoln, NE 68512
402-435-5441

DATE	3-Feb-12
DESIGNED BY	RJK
DRAWN BY	Staff
CHECKED BY	TER, RJK
PROJECT NUMBER	PRRIP
SCALE	AS SHOWN
SHEET NUMBER	5 OF 5