

ADDENDUM NO. 1

April 22, 2024

**Oak Leaf
Sanitary and Improvement District No. 362 of
Sarpy County, Nebraska**

**Storm Sewer and Paving
Phase II
FSE Project No. 001.006**

From: FoleyShald Engineering, LLC
14503 Grover Street, Suite 102
Omaha, NE 68144
402-804-3993
jsiel@foleyshald.com

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to take precedence over and become part of the original bidding documents. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of **23** pages.

CHANGES/CLARIFICATIONS:

A. BID DATE: The bid date has changed. The bid date is now **05/07/2024 at 2:00 pm.**

B. CLARIFICATIONS: The OWNER is anticipating an **October 2024** construction start date.

The OWNER has established an ALTERNATE BID which would use HDPP storm sewer pipe in place of RCP. The bidder must complete the BASE BID but is not required to complete the ALTERNATE BID. The OWNER reserves the right to make a selection based on either the low responsive bidder for the BASE BID or the ALTERNATE BID. If the ALTERNATE BID is accepted HDPP installation would be required to follow City of Omaha 2024 Standard Specifications for Construction.

Water main installation is expected to occur before street paving.

Working days on this project will be **55** for substantial completion and **70** for final completion. As stated in the Supplementary Conditions, working days will be defined as “Any day, except Sundays and legal holidays on which the Contractor is not prevented by weather, soil conditions, or other conditions beyond the Contractor’s control, adverse to the current controlling operation or operations, as determined by the Engineer, from performing a minimum 4 hours of work towards the completion of the work.”

Bid items have been added for pavement removal and landscaping topsoil.

C. BID FORM: Remove and replace with the attached bid form. Bid items have been added for pavement removal and landscaping topsoil placement. The alternate bid table has been inserted.

D. BID BOND: Remove and replace with the attached bid bond. The bid date has been updated.

E. AGREEMENT: Remove and replace with the attached agreement. Bid items have been added. Working days have been corrected.

F. SHEET 1 OF 15: Remove and replace with the attached sheet. Bid Item Table has been updated.

G. SHEET 2 OF 15: Remove and replace with the attached sheet. Storm Sewer Note #3 has been removed. Recycled PCC will **not** be an acceptable bedding material.

H. SHEET 7 OF 15: Remove and replace with the attached sheet. Details have been updated to improve the transition from driving lanes to on-street parking.

Revised Documents are attached for reference.

END OF ADDENDUM

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

SANITARY & IMPROVEMENT DISTRICT NO. 362 OF SARPY COUNTY, NEBRASKA

c/o FoleyShald Engineering, LLC.

14503 Grover Street, Suite 102

Omaha, NE 68144

OAK LEAF 2 – STORM SEWER AND PAVING

72nd Street & Capehart Road

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
STORM SEWER					
1	MOBILIZATION	1	LS		
2	INSTALL SILT FENCE	500	LF		
3	MAINTAIN SILT FENCE	500	LF		
4	REMOVE SILT FENCE	500	LF		
5	CONSTRUCT 18" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	316	LF		
6	CONSTRUCT 24" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	135	LF		
7	CONSTRUCT 30" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	357	LF		
8	CONSTRUCT 36" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	957	LF		
9	CONSTRUCT 42" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	272	LF		
10	CONSTRUCT 48" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	171	LF		
11	CONSTRUCT 54" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	107	LF		
12	CONSTRUCT 60" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	500	LF		
13	CONSTRUCT 54" I.D. STORM MANHOLE (1 EA)	9	VF		
14	CONSTRUCT 60" I.D. STORM MANHOLE (3 EA)	19	VF		
15	CONSTRUCT 72" I.D. STORM MANHOLE (2 EA)	16	VF		
16	CONSTRUCT 96" I.D. STORM MANHOLE (2 EA)	16	VF		
17	CONSTRUCT 120" I.D. STORM MANHOLE (2 EA)	19	VF		
18	CONSTRUCT RING COLLAR ON STORM SEWER MANHOLE	1	EA		
19	CONSTRUCT AREA INLET – TYPE II (1 EA)	4	VF		
20	CONSTRUCT 36" R.C. FLARED END SECTION	1	EA		
21	CONSTRUCT 48" R.C. FLARED END SECTION	1	EA		
22	CONSTRUCT 60" R.C. FLARED END SECTION	1	EA		
23	INSTALL REINFORCED CONCRETE PIPE COUPLERS	24	EA		
24	CONSTRUCT TYPE B RIP-RAP	52	TN		
25	DEWATERING	10	HR		
PAVING					
101	COMMON EARTH EXCAVATION	5,700	CY		
102	CONSTRUCT 7-INCH CONCRETE PAVEMENT (TYPE L65)	17,100	SY		
103	ADJUST MANHOLE TO GRADE	13	EA		
104	INSTALL EXTERNAL FRAME SEAL	10	EA		
105	CONSTRUCT THICKENED EDGE	563	LF		
106	CONSTRUCT CONCRETE HEADER	25	LF		

107	CONSTRUCT CURB INLET – TYPE I	2	EA		
108	CONSTRUCT CURB INLET – TYPE III	8	EA		
109	INSTALL CURB INLET PROTECTION	10	EA		
110	CONSTRUCT SOLID MEDIAN NOSE	18	EA		
111	CONSTRUCT 6" PCC MEDIAN SURFACING	3,850	SF		
112	CONSTRUCT TEMPORARY TURN-AROUND	1	EA		
113	CONSTRUCT END OF ROAD BARRICADE	1	EA		
114	JET EXISTING SANITARY SEWER	6,280	LF		
115	SAW CUT – FULL DEPTH	542	LF		
116	DRILL AND EPOXY NO. 5 x 18" TIE BARS AT 4' O.C.	128	EA		
117	TRAFFIC CONTROL	1	LS		
118	INSTALL SEEDING – 'SUBDIVISION MIX'	3	AC		
119	INSTALL MULCHING	3	AC		
120	PAVEMENT REMOVAL	20	SY		
121	LANDSCAPING TOPSOIL	70	CY		
TOTAL					\$

ALTERNATE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
STORM SEWER					
1	MOBILIZATION	1	LS		
2	INSTALL SILT FENCE	500	LF		
3	MAINTAIN SILT FENCE	500	LF		
4	REMOVE SILT FENCE	500	LF		
5	CONSTRUCT 18" HDPP W/ TYPE F2 AGGREGATE BEDDING	316	LF		
6	CONSTRUCT 24" HDPP W/ TYPE F2 AGGREGATE BEDDING	135	LF		
7	CONSTRUCT 30" HDPP W/ TYPE F2 AGGREGATE BEDDING	357	LF		
8	CONSTRUCT 36" HDPP W/ TYPE F2 AGGREGATE BEDDING	957	LF		
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13	CONSTRUCT 54" I.D. STORM MANHOLE (1 EA)	9	VF		
14	CONSTRUCT 60" I.D. STORM MANHOLE (3 EA)	19	VF		

EJCDC® C-410, Bid Form for Construction Contract.

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15	CONSTRUCT 72" I.D. STORM MANHOLE (2 EA)	16	VF		
16	CONSTRUCT 96" I.D. STORM MANHOLE (2 EA)	16	VF		
17	CONSTRUCT 120" I.D. STORM MANHOLE (2 EA)	19	VF		
18	CONSTRUCT RING COLLAR ON STORM SEWER MANHOLE	1	EA		
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117	TRAFFIC CONTROL	1	LS		
118	INSTALL SEEDING – 'SUBDIVISION MIX'	3	AC		
119	INSTALL MULCHING	3	AC		
120	PAVEMENT REMOVAL	20	SY		
121	LANDSCAPING TOPSOIL	70	CY		
TOTAL					
					\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. the owner reserves the right to make a selection based on either the low responsive bidder for the BASE BID or the ALTERNATE BID. The bidder must complete the BASE BID, but is not required to complete the ALTERNATE BID.

3.02 *Total Bid Price (Unit Prices)*

Total Bid Price of _____ dollars and _____ cents.

3.03 *Total Alternate Bid Price (Unit Prices)*

Total Bid Price of _____ dollars and _____ cents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are 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.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: S.I.D. No. 362 of Sarpy County, NE c/o Larry Jobeun Fullenkamp, Jobeun, Johnson, & Beller 11440 W Center Road, Ste C Omaha, NE 68144	Bid Project: Oak Leaf 2 – Storm Sewer and Paving Location: 72nd & Capehart Road Bid Due Date: May 7, 2024
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Sanitary and Improvement District No. 362 of Sarpy County, Nebraska (SID 362)** ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Oak Leaf 2 – Storm Sewer and Paving**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: construction of water pipes and associated fittings with approved materials, together with structures, necessary appurtenances and other work that is incidental and necessary for a completed improvement.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **FoleyShald Engineering, LLC**. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **FoleyShald Engineering, LLC**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within **55** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **70** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
Storm Sewer					
1	MOBILIZATION	1	LS		
2	INSTALL SILT FENCE	500	LF		
3	MAINTAIN SILT FENCE	500	LF		
4	REMOVE SILT FENCE	500	LF		
5	CONSTRUCT 18" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	316	LF		
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25	DEWATERING	10	HR		

Paving					
101	COMMON EARTH EXCAVATION	5,700	CY		
102	CONSTRUCT 7-INCH CONCRETE PAVEMENT (TYPE L65)	17,100	SY		
103	ADJUST MANHOLE TO GRADE	13	EA		
104	INSTALL EXTERNAL FRAME SEAL	10	EA		
105	CONSTRUCT THICKENED EDGE	563	LF		
106	CONSTRUCT CONCRETE HEADER	25	LF		
107	CONSTRUCT CURB INLET – TYPE I	2	EA		
108	CONSTRUCT CURB INLET – TYPE III	8	EA		
109	INSTALL CURB INLET PROTECTION	10	EA		
110	CONSTRUCT SOLID MEDIAN NOSE	18	EA		
111	CONSTRUCT 6" PCC MEDIAN SURFACING	3,850	SF		
112	CONSTRUCT TEMPORARY TURN-AROUND	1	EA		
113	CONSTRUCT END OF ROAD BARRICADE	1	EA		
114	JET EXISTING SANITARY SEWER	6,280	LF		
115	SAW CUT – FULL DEPTH	542	LF		
116	DRILL AND EPOXY NO. 5 x 18" TIE BARS AT 4' O.C.	128	EA		
117	TRAFFIC CONTROL	1	LS		
118	INSTALL SEEDING – ‘SUBDIVISION MIX’	3	AC		
119	INSTALL MULCHING	3	AC		
120	PAVEMENT REMOVAL	20	SY		
121	LANDSCAPING TOPSOIL	70	CY		
TOTAL					\$

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Unit Price Work (subject to final Unit Price adjustment) \$_____.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Each month Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **90** percent of the value of the Work completed (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **15** sheets with each sheet bearing the following general title: **Oak Leaf 2 – Storm Sewer and Paving**
 7. Addenda (numbers _____ to _____, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractors Bid**
 - b. **Documentation submitted by Contractor prior to Notice of Award**
 - c. **Certificate of Assessment**
 - d. **Contractor NPDES Certification Statement**
 - e. **Agreement for Transfer of Electronic Files**
 - f. **Certification of Non-Segregated Facilities**
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are 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.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

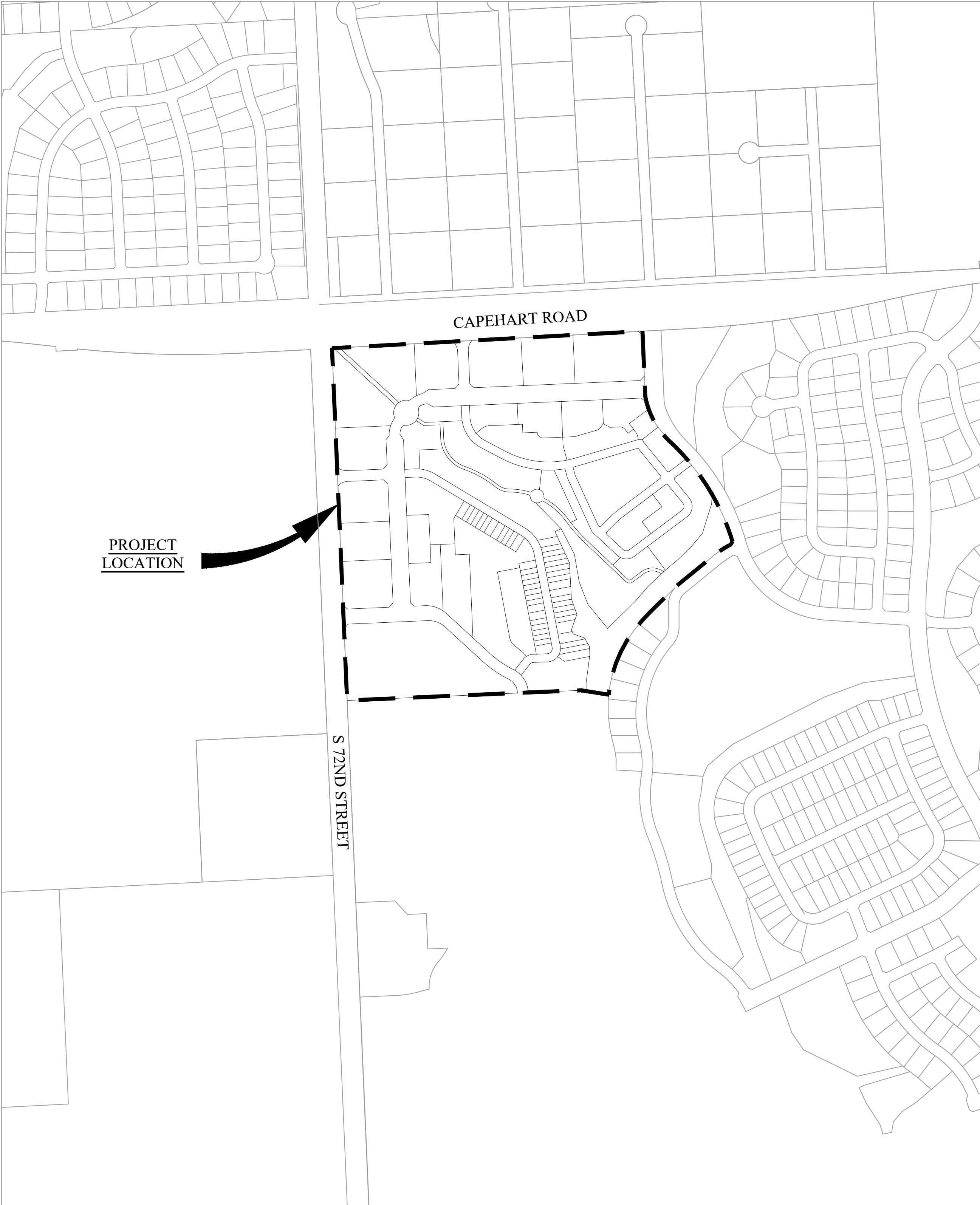
State: _____

OAK LEAF 2
STORM SEWER AND PAVING

SANITARY AND IMPROVEMENT DISTRICT
362 OF SARPY COUNTY NEBRASKA

A1

BID ITEM NUMBER	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT
STORM SEWER			
1	MOBILIZATION	1	LS
2	INSTALL SILT FENCE	500	LF
3	MAINTAIN SILT FENCE	500	LF
4	REMOVE SILT FENCE	500	LF
5	CONSTRUCT 18" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	316	LF
6	CONSTRUCT 24" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	135	LF
7	CONSTRUCT 30" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	357	LF
8	CONSTRUCT 36" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	957	LF
9	CONSTRUCT 42" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	272	LF
10	CONSTRUCT 48" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	171	LF
11	CONSTRUCT 54" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	107	LF
12	CONSTRUCT 60" RCP (CLASS III) W/ TYPE R2 AGGREGATE BEDDING	500	LF
13	CONSTRUCT 54" I.D. STORM MANHOLE (1 EA)	9	VF
14	CONSTRUCT 60" I.D. STORM MANHOLE (3 EA)	19	VF
15	CONSTRUCT 72" I.D. STORM MANHOLE (2 EA)	16	VF
16	CONSTRUCT 96" I.D. STORM MANHOLE (2 EA)	16	VF
17	CONSTRUCT 120" I.D. STORM MANHOLE (2 EA)	19	VF
18	CONSTRUCT RING COLLAR ON STORM SEWER MANHOLE	1	EA
19	CONSTRUCT AREA INLET - TYPE II (1 EA)	4	VF
20	CONSTRUCT 36" R.C. FLARED END SECTION	1	EA
21	CONSTRUCT 48" R.C. FLARED END SECTION	1	EA
22	CONSTRUCT 60" R.C. FLARED END SECTION	1	EA
23	INSTALL REINFORCED CONCRETE PIPE COUPLERS	24	EA
24	CONSTRUCT TYPE B RIP-RAP	52	TN
25	DEWATERING	10	HR
PAVING			
101	COMMON EARTH EXCAVATION	5,700	CY
102	CONSTRUCT 7-INCH CONCRETE PAVEMENT (TYPE L65)	17,100	SY
103	ADJUST MANHOLE TO GRADE	13	EA
104	INSTALL EXTERNAL FRAME SEAL	10	EA
105	CONSTRUCT THICKENED EDGE	563	LF
106	CONSTRUCT CONCRETE HEADER	25	LF
107	CONSTRUCT CURB INLET - TYPE I	2	EA
108	CONSTRUCT CURB INLET - TYPE III	8	EA
109	INSTALL CURB INLET PROTECTION	10	EA
110	CONSTRUCT SOLID MEDIAN NOSE	18	EA
111	CONSTRUCT 6" PCC MEDIAN SURFACING	3,850	SF
112	CONSTRUCT TEMPORARY TURN-AROUND	1	EA
113	CONSTRUCT END OF ROAD BARRICADE	1	EA
114	JET EXISTING SANITARY SEWER	6,280	LF
115	SAW CUT - FULL DEPTH	542	LF
116	DRILL AND EPOXY NO. 5 x 18" TIE BARS AT 4' O.C.	128	EA
117	TRAFFIC CONTROL	1	LS
118	INSTALL SEEDING - 'SUBDIVISION MIX'	3	AC
119	INSTALL MULCHING	3	AC
120	PAVEMENT REMOVAL	20	SY
121	LANDSCAPING TOPSOIL	70	CY



ENGINEER
FOLEYSHALD ENGINEERING, LLC
14503 GROVER STREET, SUITE 102
OMAHA, NEBRASKA 68144

SURVEYOR
CATLETT SURVEYING
13650 S 150TH COURT
BENNET, NE 68317

SHEET INDEX

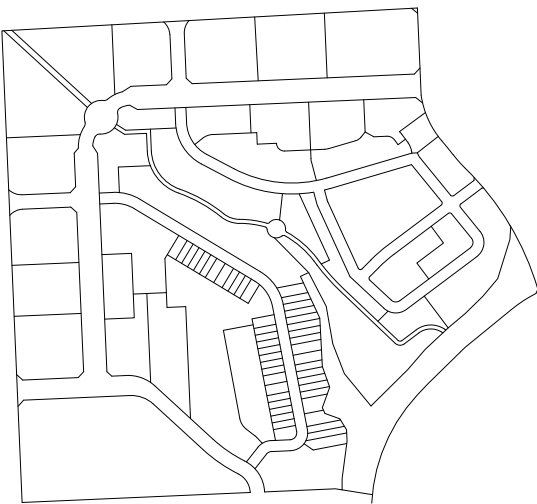
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	CONSTRUCTION NOTES
3	STORM SEWER LOCATION MAP
4	LAWNWOOD DR/S 70TH PLZ STORM SEWER PLAN & PROFILE
5	NORTH CENTRAL STORM SEWER PLAN & PROFILE
6	BLUEBELL ST/S 71ST ST/PINEHILL RD STORM SEWER PLAN & PROFILE
7	PAVING LOCATION MAP
8	PHASE II PAVING PLAN & PROFILE
9	S 71ST STREET PAVING PLAN & PROFILE
10	BLUEBELL STREET PAVING PLAN & PROFILE
11	LAWNWOOD/S 70TH AVE PAVING PLAN & PROFILE
12	INTERSECTION DETAILS
13	INTERSECTION DETAILS
14	ROUNDABOUT DETAILS
15	PARKING DETAILS

LEGEND

— ST —	EXISTING PAVEMENT
— SS —	EXISTING STORM SEWER
— GAS —	EXISTING SANITARY SEWER
— W —	EXISTING PROPERTY LINE
— OHE —	EXISTING GAS MAIN
— CTV —	EXISTING WATER MAIN
—	EXISTING OVERHEAD ELECTRIC
—	EXISTING TV LINE
—	EXISTING EASEMENT
—	EXISTING POWER POLE
—	PROPOSED STORM SEWER
—	PROPOSED SANITARY SEWER
—	PROPOSED SANITARY SERVICE
—	PROPOSED PROPERTY LINE
—	PROPOSED CURB LINE
—	PROPOSED SANITARY MANHOLE
—	PROPOSED STORM STRUCTURE
—	PROPOSED CURB INLET



FoleyShald
ENGINEERING
14503 GROVER STREET, SUITE 102 | OMAHA, NE 68144



REVISIONS

NUMBER	DATE	DESCRIPTION
	03/20/2024	ORIGINAL
A-1	04/19/2024	ADDENDUM #1

Oak Leaf 2

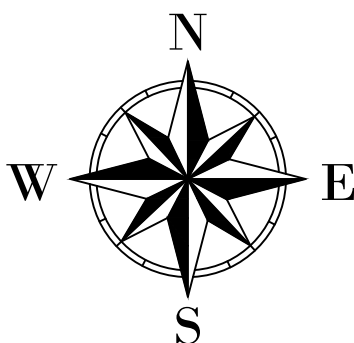
Papillion, NE

FSE #: 001.006

April 19, 2024



NEB # CA-4197



Cover Sheet

1 of 15

GENERAL CONSTRUCTION NOTES

1.

WORKING DAYS SHALL INCLUDE ALL DAYS, EXCEPT SUNDAYS AND LEGAL HOLIDAYS ON WHICH THE CONTRACTOR IS NOT PREVENTED BY WEATHER, SOIL CONDITIONS, OR OTHER CONDITIONS BEYOND THE CONTRACTOR'S CONTROL, ADVERSE TO THE CURRENT CONTROLLING OPERATION OR OPERATIONS, AS DETERMINED BY THE ENGINEER, FROM PERFORMING A MINIMUM 4 HOURS OF WORK TOWARDS THE COMPLETION OF WORK.

SUBSTANTIAL COMPLETION

FINAL COMPLETION

- 40 WORKING DAYS

- 50 WORKING DAYS
2.

ALL PROJECT PROCEDURES, MATERIALS, BONDS AND RESERVES SHALL CONFORM TO THE CITY OF OMAHA 2020 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND ANY ADDITIONS THERETO. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BE AWARE OF THE CONTENTS OF THE AFOREMENTIONED SPECIFICATIONS. THE AFOREMENTIONED PUBLICATION CAN BE FOUND AT [HTTPS://PUBLICWORKS.CITYOFOMAHA.ORG/ CONTRACTORS-CONSULTANTS2/ CONTRACTORS/STANDARD-PLATES-CURB-RAMPS-AND-SPECIFICATIONS](https://publicworks.cityofomaha.org/contractors-consultants2/contractors/standard-plates-curb-ramps-and-specifications).
3.

BARRICADES SHALL CONFORM TO OMAHA PUBLIC WORKS BARRICADING STANDARDS, SPECIFICATIONS, METHODS AND MATERIALS, AND/OR THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND ANY ADDITIONS THERETO. THE AFOREMENTIONED PUBLICATION CAN BE FOUND AT [HTTPS://PUBLICWORKS.CITYOFOMAHA.ORG/CONTRACTORS-CONSULTANTS2/ CONTRACTORS/STANDARD-PLATES-CURB-RAMPS-AND-SPECIFICATIONS](https://publicworks.cityofomaha.org/contractors-consultants2/contractors/standard-plates-curb-ramps-and-specifications).
4.

APPROVAL MUST BE OBTAINED FROM THE CITY OF PAPILLION FOR ALL APPLICABLE PUBLIC IMPROVEMENTS, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL CHECK WITH THE INSPECTOR FOR THE CITY OF PAPILLION PUBLIC WORKS DEPARTMENT APPROVAL OF THE PROJECT BEFORE STARTING WORK.
5.

THE CONTRACTOR AND INSPECTOR MUST INSURE ALL IMPACTED GOVERNMENT AGENCIES (SARPY COUNTY, CITY OF PAPILLION, STATE OF NEBRASKA, CORPS OF ENGINEERS, NATURAL RESOURCE DISTRICT, UNITED STATES FEDERAL GOVERNMENT ETC.) HAVE GRANTED ALL APPLICABLE PERMISSION TO PROCEED WITH CONSTRUCTION PRIOR TO MOBILIZATION. FURTHERMORE, 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION THE INSPECTOR MUST NOTIFY ALL CONCERNED PARTIES THAT WORK WILL BE PRECEDING WITHIN EACH IMPACTED GOVERNMENT AGENCY JURISDICTIONAL BOUNDARY.
6.

CONSTRUCTION FOUND TO BE UNACCEPTABLE TO THE CITY OF PAPILLION SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
7.

THE INSPECTOR MUST NOTIFY THE FOLLOWING CITY OF PAPILLION PUBLIC WORKS DEPARTMENT PERSONNEL 48 HOURS PRIOR TO ALL PRE-CONSTRUCTION MEETINGS AND 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION: DEREK GOFF (PHONE:402-829-1320, EMAIL: DGOFF@PAPILLION.ORG).
8.

THE INSPECTOR MUST NOTIFY THE FOLLOWING CITY OF PAPILLION PUBLIC WORKS DEPARTMENT PERSONNEL 48 HOURS PRIOR TO LANE CLOSURES AND 24 HOURS PRIOR TO LANE RESTRICTIONS: DEREK GOFF (PHONE:402-829-1320, EMAIL: DGOFF@PAPILLION.ORG).
9.

ALL OPERATION CONDUCTED ON THE PREMISES, INCLUDING THE WARMING-UP, REPAIR, ARRIVAL, DEPARTURE, OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT, AND ANY OTHER ASSOCIATED EQUIPMENT SHALL MEET THE REQUIREMENTS OF SECTION 135-3 OF THE CITY OF PAPILLION MUNICIPAL CODE. THE CONTRACTOR MUST OBTAIN THE APPROVAL OF THE CITY OF PAPILLION PUBLIC WORKS DEPARTMENT BEFORE WORKING OUTSIDE OF THE STANDARD WORKING HOURS OF 7:00 A.M. TO 10:00 P.M. MONDAY-SATURDAY.
10.

THE CONTRACTOR SHALL NOTIFY ALL IMPACTED UTILITY COMPANIES, VIA NEBRASKA 811 ONE CALL NOTIFICATION, 48 HOURS BEFORE WORK IS STARTED TO VERIFY UTILITY LOCATIONS.
11.

THE EXISTENCE AND LOCATION OF ANY OVERHEAD OR UNDERGROUND UTILITY LINES, PIPES, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A RESEARCH OF THE AVAILABLE RECORDS. EXISTING UTILITIES ARE APPROXIMATE AND FOR RECORD PURPOSES. EXISTING UTILITIES ARE LOCATED ON PLANS ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. EXISTING UTILITY SERVICE LATERALS MAY NOT BE SHOWN ON THE PLANS. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND AND OVERHEAD INTERFERENCES WHICH MAY AFFECT HIS OPERATION DURING CONSTRUCTION AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME.
12.

THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITY LINES, STRUCTURES AND STREET IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE, AND ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED SATISFACTORY TO THE INSPECTOR AND OWNING UTILITY COMPANY AT THE EXPENSE OF THE CONTRACTOR.
13.

ALL CONSTRUCTION SHALL BE SHOWN ON THESE PLANS, ANY REVISIONS SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE DESIGNER AND CITY OF PAPILLION.
14.

ELEVATIONS ARE REFERENCE TO U.S.G.S. DATUM NAVD88.
15.

CONTRACTOR SHALL ADJUST ALL NEW AND EXISTING INLETS, VALVE BOXES, MANHOLE RIMS, AND SEWER CLEANOUTS, ETC. TO FINISH GRADE AS APPLICABLE WHETHER OR NOT THEY ARE SHOWN ON THE PLANS.
16.

THE CONTRACTORS MUST ADHERE TO GOOD HOUSEKEEPING BEST MANAGEMENT PRACTICES AT ALL TIMES. GOOD HOUSEKEEPING BEST MANAGEMENT PRACTICES FOCUS ON KEEPING THE WORK SITE CLEAN AND ORDERLY WHILE HANDLING MATERIALS AND WASTE IN A MANNER THAT ELIMINATES THE POTENTIAL FOR POLLUTANT RUNOFF.
17.

THE CONSTRUCTION DOCUMENTS (E.G. CONTRACT, BOND, INSURANCE, SPECIFICATIONS, AND PLANS) ARE ESSENTIAL AND A REQUIREMENT IN ONE PART IS AS BINDING AS THOUGH OCCURRING IN ALL. THUS, THE CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY IN NATURE. THE DOCUMENTS DESCRIBE AND PROVIDE THE COMPLETE CONSTRUCTION PROJECT. THE CONTRACTOR MAY NOT TAKE ADVANTAGE OF ANY APPARENT CONSTRUCTION PROJECT ERRORS OR OMISSIONS. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR PROMPTLY OF ANY OMISSIONS OR ERRORS. IN THE CASE OF A DISCREPANCY BETWEEN PARTS OF THE CONSTRUCTION DOCUMENTS, THE MOST STRINGENT CONSTRUCTION METHODOLOGY SHALL RULE.
18.

A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT (NPDES - CSW-202206560) HAS BEEN ISSUED FOR THIS PROJECT. THE CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE EXISTING DRAINAGE AND EROSION CONTROL MEASURES PRIOR TO BIDDING THIS WORK. A COPY OF THE GRADING AND EROSION CONTROL PLAN IS AVAILABLE FOR REVIEW AT THE OFFICE OF FOLEYSHALD ENGINEERING, LLC. THE FUNCTION OF THESE ITEMS MUST BE MAINTAINED THROUGHOUT CONSTRUCTION WITH EMPHASIS PLACED ON RESTORING THEIR INTEGRITY PRIOR TO ANY RAINFALL EVENT. EROSION CONTROL IMPROVEMENTS HAVE BEEN CONSTRUCTED ON THIS SITE, INCLUDING TERRACES, SILT FENCING, AND TEMPORARY SEDIMENT BASINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPT RECONSTRUCTION OF ANY EROSION CONTROL IMPROVEMENTS DISTURBED BY HIS OPERATIONS. ALL DISTURBED EROSION CONTROL IMPROVEMENTS SHALL BE FULLY RECONSTRUCTED AT THE END OF EACH WORKING DAY PRIOR TO LEAVING THE SITE. THE COST OF MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSIDERED SUBSIDIARY TO THOSE ITEMS FOR WHICH DIRECT PAYMENT IS MADE.

TRAFFIC CONTROL

1.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BARRICADES PER MUTCD STANDARDS FOR ALL WORK. ALL TRAFFIC CONTROL COSTS SHALL BE INCIDENTAL, AND WILL NOT BE PAID FOR SEPARATELY.
2.

CONTRACTOR SHALL SUBMIT APPROVED TRAFFIC CONTROL PLAN TO ENGINEER.
3.

ALL IMPROVEMENTS ALONG CAPEHART ROAD AND S 72ND STREET SHALL BE COORDINATED WITH THE CITY OF PAPILLION, SARPY COUNTY, AND THE ENGINEER PRIOR TO WORK TAKING PLACE.

STORM SEWER NOTES

1.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH AND FOLLOW THE CITY OF OMAHA STANDARD PLATES & CITY OF PAPILLION STANDARD PLANS USED IN THIS PROJECT.

700-01/02

700-03

701-01

702-08

702-09

702-11

702-12

702-18

CONCRETE COLLAR AND SEWER TAP

PIPE PLUG

SEWER BEDDING

AREA INLETS

CURB INLETS

STORM SEWER MANHOLE

FLARED END SECTIONS & BAR GRATES

EXTERNAL SEALING WRAP

PAPILLION #1102

STANDARD MANHOLE RING AND COVER

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW ALL CITY OF OMAHA STANDARD PLATES WHICH ARE APPLICABLE TO THIS PROJECT UNLESS OTHERWISE MODIFIED BY THE CONTRACT DOCUMENTS.
2.

THE STORM SEWER CONSTRUCTION AND PIPE MATERIALS FOR THIS PROJECT SHALL MEET OR EXCEED THE CITY OF OMAHA 2020 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. ALL STANDARDS AND SPECIFICATIONS AND ADDENDA SHALL APPLY.
3.

MATERIALS, WORKMANSHIP, AND INSTALLATION SHALL MEET OR EXCEED THE MANUFACTURER'S SPECIFICATIONS AND INSTALLATION REQUIREMENTS.
4.

ALL STATIONING AND DIMENSIONS ARE TO CENTER OF STRUCTURE FOR MANHOLES AND AREA/GRATE INLETS AND CENTER OF BOX FOR CURB INLETS, UNLESS OTHERWISE NOTED.
5.

ALL STORM SEWER PIPE MATERIAL SHALL CONFORM TO LOCAL CODES.
6.

THE PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INLET THROAT AND CURB AND GUTTER UP TO THE INLET TOP.
7.

ALL STORM SEWER CONNECTIONS SHALL BE SOIL-TIGHT (MINIMUM).
8.

ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
9.

CONCRETE FOR STORM STRUCTURES SHALL BE CITY OF OMAHA CONCRETE MIX L65.
10.

ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. A CERTIFIED TESTING AGENCY SHALL PROVIDE COMPACTION TESTING FOR ALL STORM SEWER TRENCHING.
11.

ALL PIPE SHALL HAVE SMOOTH INTERIOR WALL WITH A MANNING'S ROUGHNESS VALUE OF 0.013 OR LESS.
12.

ALL PUBLIC STORM SEWER SHALL BE REINFORCED CONCRETE PIPE.
13.

ALL STORM SEWER STRUCTURES IN PAVED AREAS SHALL BE TRAFFIC RATED FOR H-20 LOADING.
14.

CAUTION SHALL BE USED WHEN PLACING BACKFILL AROUND AND ABOVE THE PIPE TO PREVENT DISTURBANCE OF THE JOINTS OR PIPE ALIGNMENT. BACKFILL SHALL BE COMPACTED IN MAXIMUM 6" LIFTS WITH NO ROCKS OR STONES LARGER THAN 6" ALLOWED WITHIN 3' OF THE TOP OF THE PIPE. PRIOR TO THE USE OF WHEEL-MOUNTED MECHANICAL TAMPERS OF ANY KIND, A MINIMUM OF 4' OF COMPACTED FILL ABOVE THE PIPE SHALL BE IN PLACE.
15.

SOLID CAST IRON COVERS MUST BE USED ON ALL STORM SEWER MANHOLES AND INLETS UNLESS OTHERWISE NOTED IN THE PLANS.
16.

CONCRETE FOR MANHOLES, INLETS, AND PIPE SHALL BE L65 USING EITHER TYPE II PORTLAND CEMENT OR TYPE I PORTLAND CEMENT IF MODIFIED TO REQUIRE THAT THE TRICALCIUM ALUMINATE CONTENT SHALL NOT EXCEED EIGHT PERCENT (8%). CONCRETE SHALL REACH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI. THE CEMENT FOR MANHOLE GROUT SHALL BE THE SAME AS THAT FOR MANHOLE CONCRETE.
17.

ALL STORM LINES, MANHOLE HOLES, AND INLETS SHALL BE CLEARED OF DEBRIS (LEAVES, STONE, DIRT, CONSTRUCTION MATERIAL, ETC.) PRIOR TO FINAL ACCEPTANCE OF THE STORM SEWER SYSTEM.
18.

PROVIDE CONCRETE MANHOLE RING RETAINER ON ALL MANHOLES OUTSIDE PAVEMENT AREAS.
19.

THE CONTRACTOR MUST INSURE ALL STORM SEWER PIPE USED FOR CONSTRUCTION HAS BEEN CERTIFIED BY THE AMERICAN CONCRETE PIPE ASSOCIATION (ACPA). ALL PIPES MUST DISPLAY THE Q-CAST SYMBOL TO VERIFY THE MANUFACTURER HAS MET THE ACPA'S CERTIFICATION PROGRAM. VISUAL INSPECTIONS FOR DEFECTS SHALL CONTINUE TO TAKE PLACE ON SITE.
20.

ALL STORM SEWER MANHOLES SHALL BE CONCENTRIC. MANHOLE STEPS WILL NOT BE REQUIRED.

TESTING

1.

ALL TESTING OF THE STORM SEWER SYSTEM SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF OMAHA 2020 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND PROJECT SPECIFICATIONS. ALL TESTING WORK SHALL BE CONSIDERED SUBSIDIARY TO WORK FOR WHICH DIRECT PAYMENT IS MADE, UNLESS OTHERWISE NOTED. ALL TESTING RESULTS SHALL BE PROVIDED TO THE ENGINEER. THE OWNER SHALL PAY FOR ALL INITIAL MATERIALS TESTING AND VIDEO INSPECTIONS. FAILURES ARE RETESTED AT CONTRACTOR'S EXPENSE.
2.

ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR THE CITY OF OMAHA 2020 STANDARD SPECIFICATIONS RECOMMENDATIONS, WHICHEVER IS MORE STRINGENT.
3.

ALL STORM SEWER PIPE SHALL BE INSPECTED USING A VIDEO RECORDING SYSTEM. THE S.I.D. WILL BE RESPONSIBLE FOR COORDINATING AND PAYING FOR THE CCTV TEST. TESTS SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 706, SEWER PIPELINE INSPECTION USING CLOSED-CIRCUIT TELEVISION (CCTV) WITHIN THE CITY OF OMAHA 2020 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES FOUND DURING THE VIDEO INSPECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR ENGINEER'S FIELD REPRESENTATIVE A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO ACCEPTANCE TESTING. A REPRESENTATIVE OF THE ENGINEER SHALL BE PRESENT DURING ALL ACCEPTANCE TESTING.

COMPACTION REQUIREMENTS TABLE			
SEE GEOTECHNICAL ENGINEERING REPORT:	OAK LEAF SUBDIVISION		
PREPARED BY:	THIELE GEOTECH, INC.		
DATED:	December 12, 2023		
MAX. DEPTH OF LIFT FOR FILL (MEASURED LOOSE)	8"		
AREA	TEST	COMPACTION	MOISTURE
UTILITY TRENCH BACKFILL (DEPTH < 5')	STANDARD PROCTOR	95%	-3%/+4%
UTILITY TRENCH BACKFILL (DEPTH > 5')	STANDARD PROCTOR	92%	-3%/+6%
PCC PAVEMENT SUBGRADE (UPPER 12")	MODIFIED PROCTOR	90%	-3%/+4%
MANHOLE + STRUCTURE BACKFILL (FULL DEPTH)	STANDARD PROCTOR	95%	-3%/+4%
SIDEWALK SUBGRADE (UPPER 6")	STANDARD PROCTOR	95%	-3%/+4%
ALL OTHER FILL	STANDARD PROCTOR	95%	-3%/+4%

NOTES:

1.

STANDARD PROCTOR SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D 698
2.

MODIFIED PROCTOR SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D 1557

PAVING NOTES

1.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH AND FOLLOW THE CITY OF OMAHA STANDARD PLATES AND PAPILLION STANDARD DETAILS USED IN THIS PROJECT.

501-01

501-03

502-01

503-01

503-02

700-05

702-09

702-18

CONCRETE PAVEMENT JOINTS

25' RESIDENTIAL CONCRETE PAVEMENT

CONCRETE CURBS

SIDEWALK CONSTRUCTION

SIDEWALK LOCATION

CAST IRON MANHOLE RINGS AND MANHOLE STEPS

CURB INLETS

EXTERNAL SEALING WRAP

PAPILLION:

GENERAL NOTES AND MEASUREMENT DETAILS

SIDEWALK AND DRIVEWAY TYPICAL SECTIONS

TYPE 1 BI-DIRECTIONAL RAMP

TYPE 2 BI-DIRECTIONAL RAMP

TYPE 5 MIDBLOCK RAMP

PAPILLION MANHOLE COVER

STREET SIGN AND POST DETAILS

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW ALL CITY OF OMAHA STANDARD PLATES AND PAPILLION STANDARD DETAILS WHICH ARE APPLICABLE TO THIS PROJECT UNLESS OTHERWISE MODIFIED BY THE CONTRACT DOCUMENTS.

2.

ALL CONCRETE PAVEMENT SHALL MEET OR EXCEED THE REQUIREMENTS FOR THE CITY OF OMAHA L65 MIX (MINIMUM 4,000 PSI COMPRESSIVE STRENGTH @ 28 DAYS).
3.

THE PAVEMENT CONSTRUCTION, MARKINGS, AND MATERIALS FOR THIS PROJECT SHALL MEET OR EXCEED THE CITY OF OMAHA 2020 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND ANY ADDITIONS THERETO. REFER TO THE CITY OF OMAHA STANDARD SPECIFICATIONS.
4.

THE CONTRACTOR SHALL FOLLOW GEOTECHNICAL REPORT OR CITY OF OMAHA RECOMMENDATIONS FOR SUBGRADE PREPARATION.
5.

PRIOR TO PLACING CONCRETE PAVEMENT (INCLUDING SIDEWALK), ALL SUBGRADE SHALL HAVE BEEN SCARIFIED, RECOMPACTED TO THE SPECIFIED DENSITY, AND PROOF ROLLED PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
6.

WITHIN ONE HOUR, THE CONCRETE SHALL BE CURED USING A WHITE PIGMENTED LIQUID MEMBRANE FORMING CURING COMPOUND THAT HAS BEEN APPROVED BY THE NDOR. APPLY LIQUID MEMBRANE FORMING CURING COMPOUND AT THE CONCENTRATION AND APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.
7.

ALL INTERSECTION RADII SHALL BE 25 FEET UNLESS OTHERWISE NOTED.
8.

CURB SHALL BE TYPE A OR B INTEGRAL CURB, PER OMAHA STANDARD PLATE 502-01
9.

THE CONTRACTOR SHALL DROP THE CURB AT THE LOCATION OF FUTURE A.D.A RAMPS.
10.

THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF THE EXISTING PAVEMENT.
11.

THE OWNERS PROJECT REPRESENTATIVE SHALL COORDINATE ALL PAVEMENT TESTING.
12.

THE CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVES, INLETS, AND CLEAN-OUTS TO GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING THE INLET TOP AND BUILDING THE COMBINED CURB AND GUTTER THROUGH THE CONCRETE INLET TOP.
13.

ALL DIMENSIONS AND COORDINATE POINTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
14.

ALL ISLANDS AND GREENSPACE AREAS SHALL BE BACKFILLED WITH TOPSOIL.
15.

ALL EXPOSED CONCRETE SURFACES SHALL RECEIVE A BURLAP DRAG OR BROOMED FINISH. ALL EXPOSED EDGES AND CORNERS SHALL BE HAND TOOLED.
16.

ALL CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ACI 305 AND 306 R-88 "HOT WEATHER" AND "COLD WEATHER" CONCRETING. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLANKETS, EXTERNAL HEAT, OR OTHER METHODS AS REQUIRED TO ENSURE CONCRETE PLACEMENT AND TEMPERATURE ARE MAINTAINED WITHIN SPECIFIED REQUIREMENTS. CONCRETE SHALL BE MAINTAINED AT A MINIMUM TEMPERATURE OF 50° FOR THREE DAYS AFTER THE COMPLETION OF PLACEMENT. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM, BUT IT SHALL BE CONSIDERED SUBSIDIARY TO THE BID.
17.

MAXIMUM JOINT SPACING ON ALL CONCRETE SIDEWALKS SHALL BE 5 FEET.
18.

ALL PAVEMENT JOINTS SHALL BE THOROUGHLY SEALED WITH HOT JOINT SEALANT AS PER CITY OF OMAHA SPECIFICATIONS.
19.

A DIAMOND EDGE SAW BLADE SHALL BE USED FOR CUTTING ALL REQUIRED CONTRACTION AND LONGITUDINAL PAVEMENT JOINTS. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM, BUT IT SHALL BE CONSIDERED SUBSIDIARY TO THE BID.
20.

WHEN TWO ADJACENT LANES ARE PLACED AT THE SAME TIME, THE LONGITUDINAL JOINT SHALL BE THE SAWED TYPE. THE KEYED TYPE LONGITUDINAL JOINT SHALL BE USED WHEN AN ADJACENT LANE IS NOT PLACED AT THE SAME TIME.
21.

MAXIMUM SPACING FOR SAWED, TRANSVERSE AND LONGITUDINAL CONSTRUCTION JOINTS FOR P.C.C. PAVEMENT SHALL BE 12.5 FEET. SLABS SHALL BE KEPT AS SQUARE AS POSSIBLE. TRANSVERSE JOINT SPACING SHALL NOT EXCEED 125 PERCENT OF THE LONGITUDINAL JOINT SPACING OF MAXIMUM SPACING ALLOWED BY CITY OF OMAHA SPECIFICATIONS FOR CONSTRUCTION WHICHEVER IS SMALLER.
22.

TRANSVERSE JOINTS SHALL BE ALIGNED TO COINCIDE WITH THE CENTERLINE OF INTERSECTING SIDE STREETS AND/OR EXISTING JOINT LINES WHEREVER POSSIBLE.
23.

ALL SAWED TRANSVERSE JOINTS SHALL BE CONTINUOUS ACROSS THE PAVEMENT EXTEND THROUGH CURBS.
24.

DETECTABLE WARNINGS ARE REQUIRED WHERE WALKS CROSS OR ADJOIN A VEHICULAR WAY AND ARE NOT SEPARATED BY A CURB OR OTHER ELEMENT PER THE REQUIREMENTS OF THE A.D.A. GUIDELINES AND LOCAL JURISDICTION.
25.

ALL INTERSECTIONS SHALL BE WARPED TO ENSURE POSITIVE DRAINAGE.
26.

THE CONTRACTOR SHALL GRADE SUBGRADE TO DRAIN.
27.

ANY SAWCUTTING OF PAVEMENT SHALL BE SUBSIDIARY TO PAVEMENT REMOVAL.

TESTING

1.

ALL TESTING OF PAVING SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF OMAHA 2020 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND PROJECT SPECIFICATIONS. ALL TESTING WORK SHALL BE CONSIDERED SUBSIDIARY TO WORK FOR WHICH DIRECT PAYMENT IS MADE, UNLESS OTHERWISE NOTED. ALL TESTING RESULTS SHALL BE PROVIDED TO THE ENGINEER.
2.

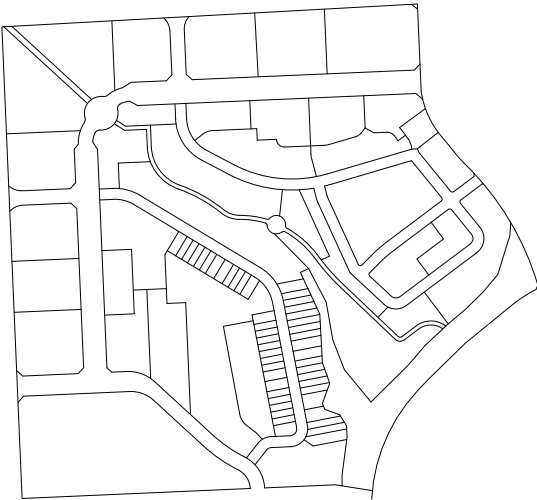
ALL PAVEMENT SHALL BE CONSTRUCTED TO MEET THE MINIMUM COMPRESSIVE STRENGTHS PRESENTED IN THE PLANS AND SPECIFICATIONS. THE ENGINEER SHALL COMPLETE COMPRESSIVE TESTS IN ACCORDANCE WITH ASTM C39, TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS. IF COMPRESSIVE STRENGTHS VERIFIED BY THE ENGINEER DO NOT MEET THE COMPRESSIVE STRENGTHS PRESENTED IN THE PLANS AND SPECIFICATIONS, THE PAVEMENT SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE SID.
3.

ALL PAVEMENT SHALL BE CONSTRUCTED TO MEET THE MINIMUM THICKNESSES PRESENTED IN THE PLANS AND SPECIFICATIONS. THE ENGINEER SHALL VERIFY THICKNESSES.



FoleyShald
ENGINEERING

14503 GROVER STREET, SUITE 102 | OMAHA, NE 68144



REVISIONS

NUMBER	DATE	DESCRIPTION
	03/20/2024	ORIGINAL
A-1	04/19/2024	ADDENDUM #1

Oak Leaf 2

Papillion, NE

FSE #: 001.006

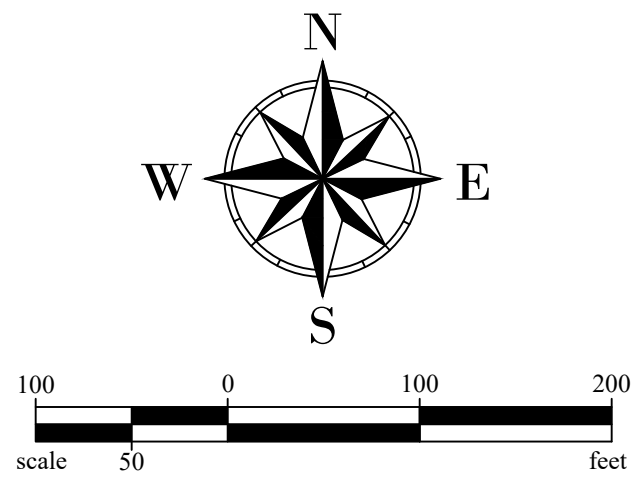
April 19, 2024



NEB # CA-4197

Construction Notes

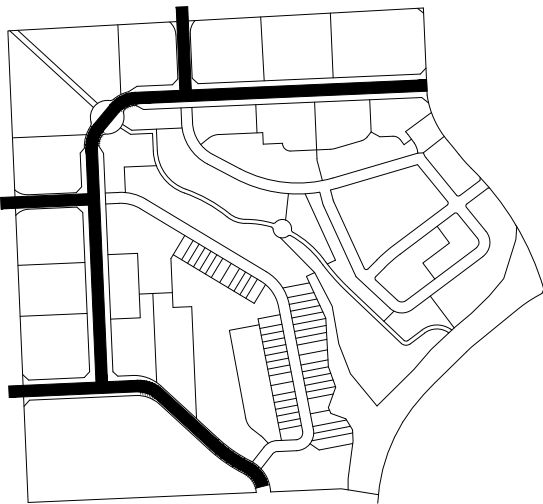
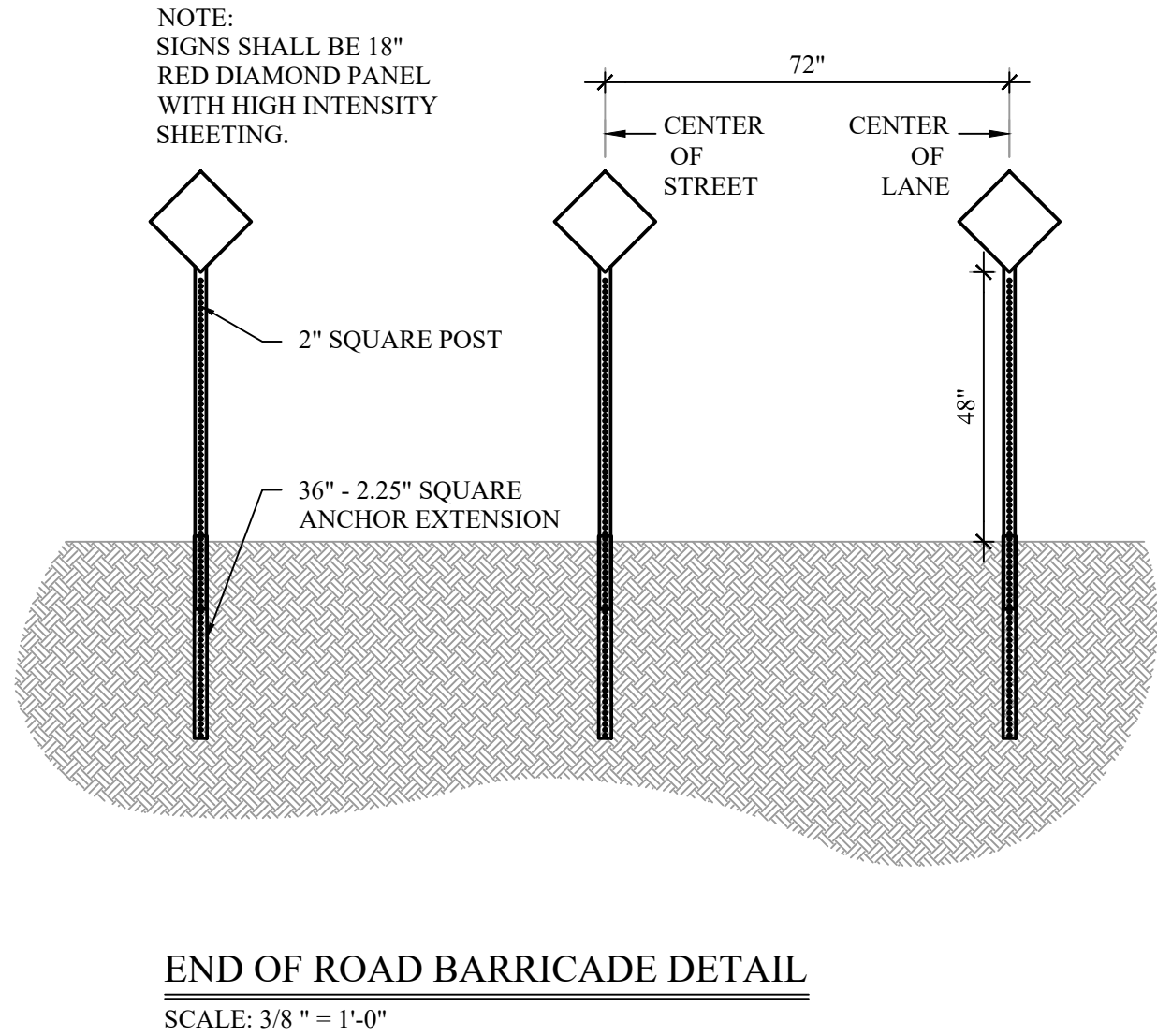
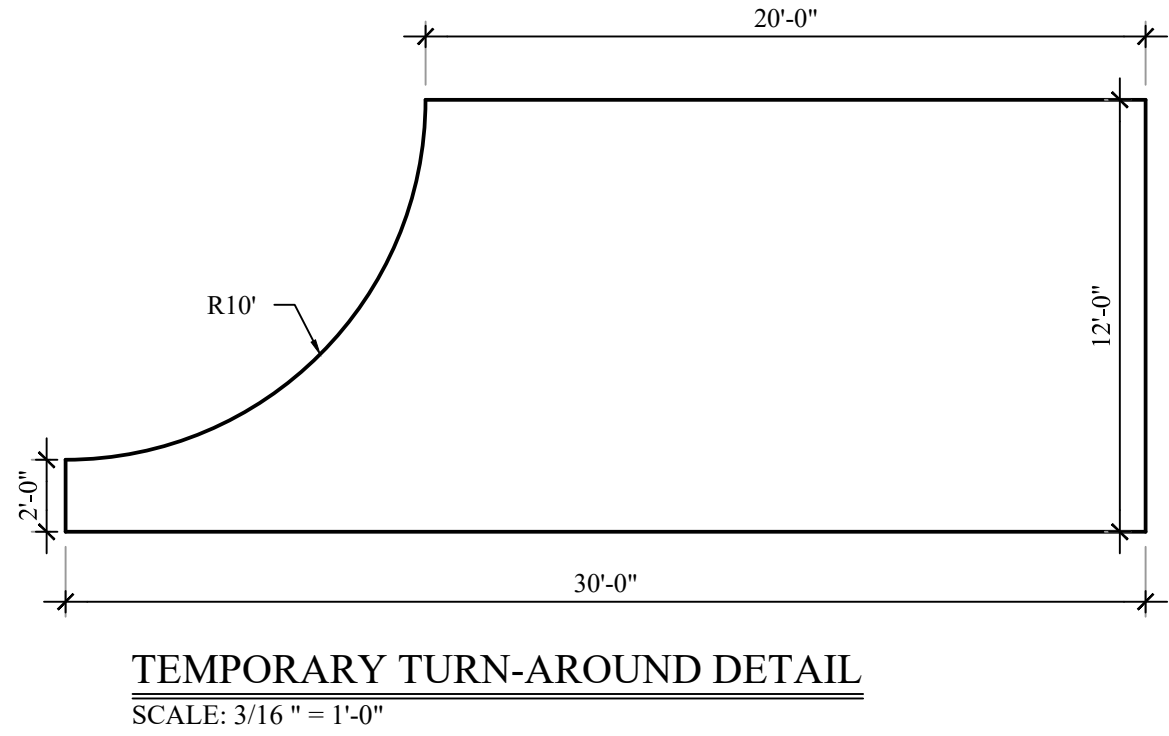
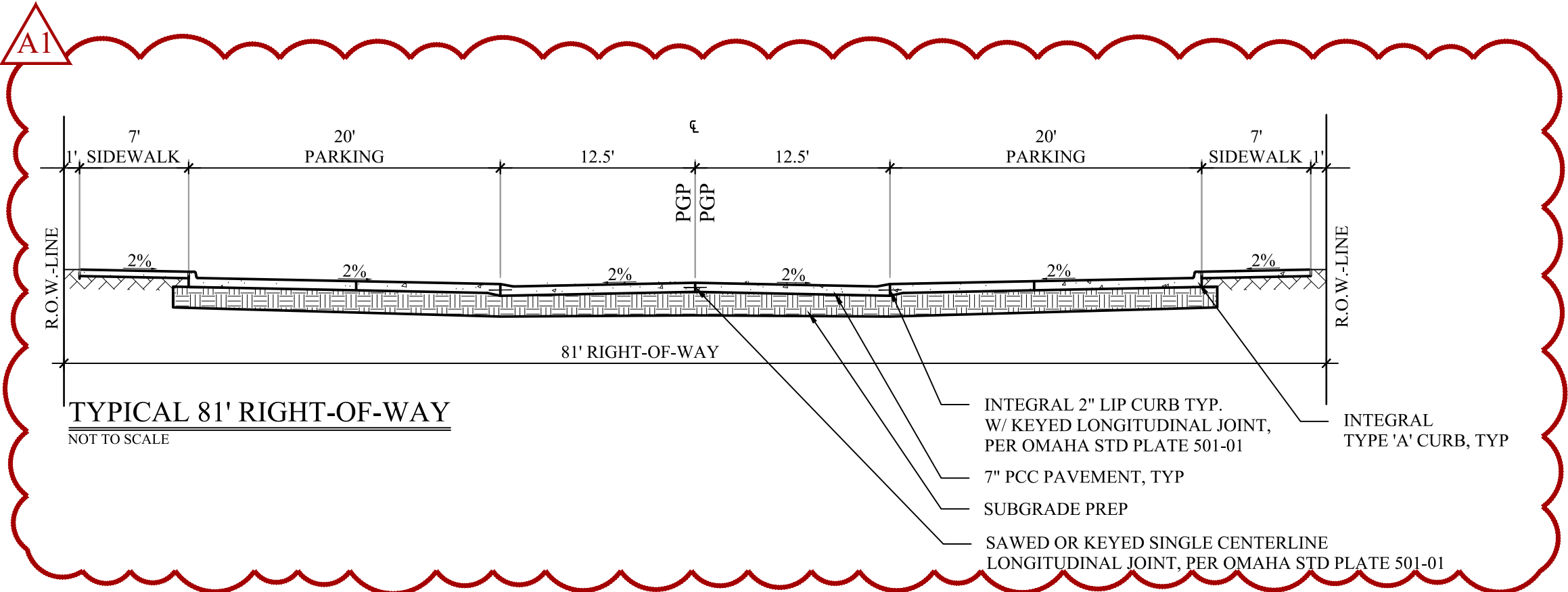
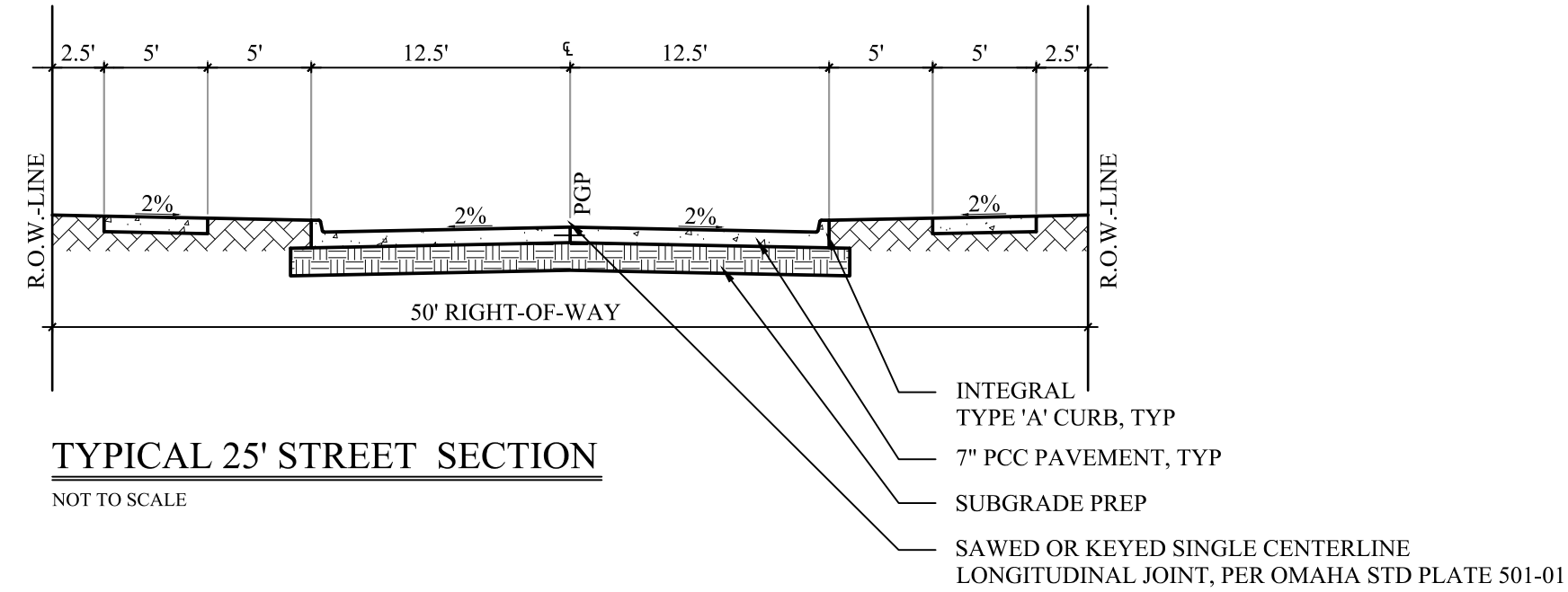
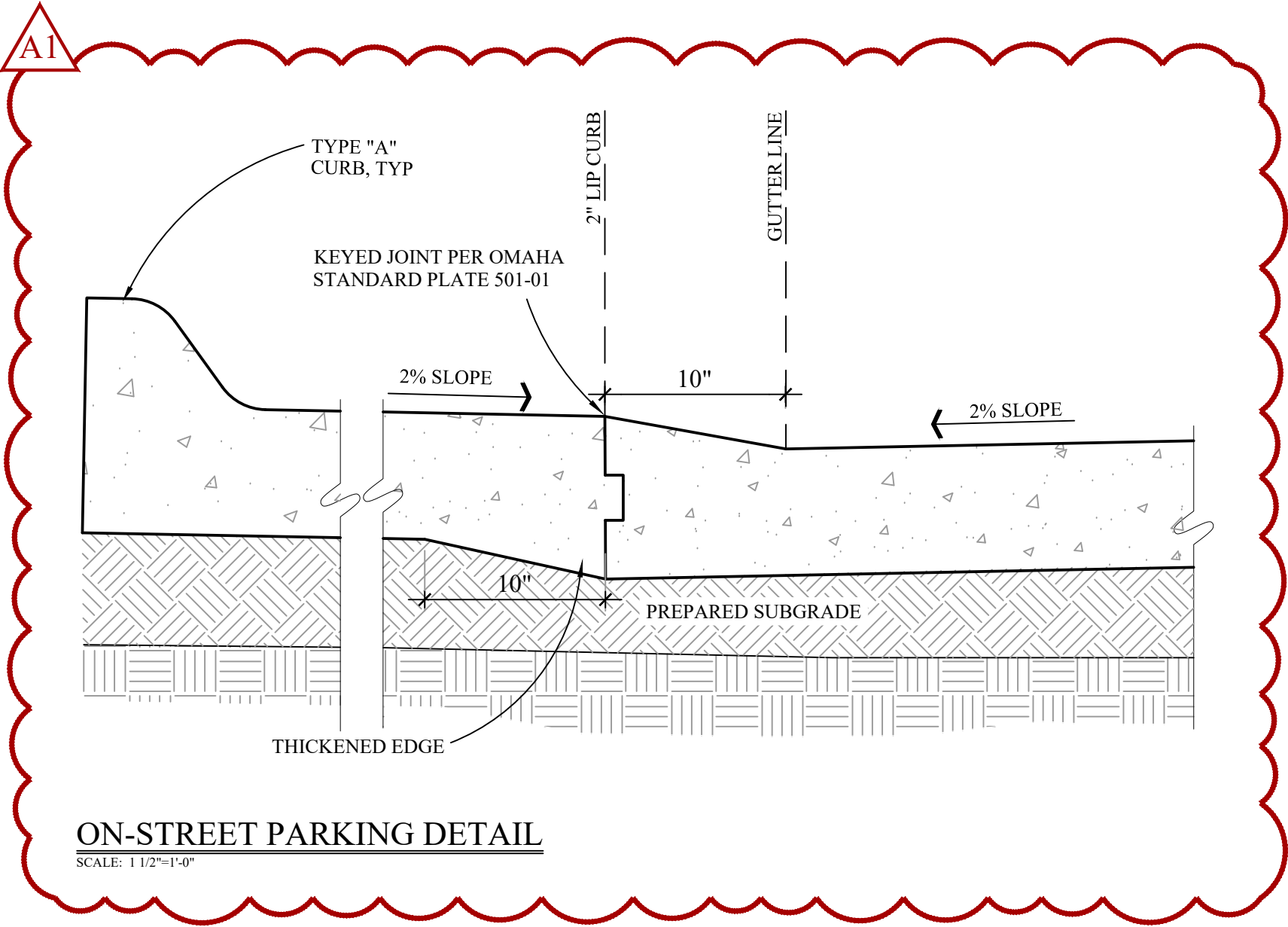
2 of 15



SITE PLAN
SCALE: 1" = 100'



ROADWAY CENTERLINE CURVE DATA				
CURVE	LENGTH	RADIUS	CHORD LENGTH	DELTA
A	91.22'	100.00'	88.09'	52°16'01"
B	140.42'	500.00'	139.96'	16°05'27"
C	78.61'	100.00'	76.60'	45°02'23"
D	73.77'	100.00'	72.11'	42°16'06"
E	83.31'	100.00'	80.92'	47°43'54"



REVISIONS

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Oak Leaf 2

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April 19, 2024



Paving Location Map