

SPECIFICATIONS
AND
TECHNICAL DOCUMENTS
FOR
PARK IRRIGATION SYSTEM
WINTERIZATION - 2026

OMAHA, NEBRASKA

SEPTEMBER 16, 2026

Park Planning Division
Of
The Department of Parks, Recreation and Public Property
Of the
City of Omaha, Nebraska

PREPARED BY:

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SECTION 00 70 00

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to work of this section.

PART 2 – GENERAL CONDITIONS OF THE CONTRACT

2.01 CONTRACT CONDITIONS:

- A. The Contractor agrees to furnish all tools, labor, mechanics for labor, equipment and materials to perform the work in a good substantial and workmanlike manner in accordance with the aforesaid plans, specifications and addenda.
- B. All provisions of aforesaid plans, specifications and addenda shall be strictly complied with and conformed to by Contractor, the same as if re-written herein, and no substitution or change in said plans, specifications and addenda shall be made except upon written consent or written direction (the form of either of which shall be a written "Change Order") of Owner and/or the Owner's Representative. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid plans, specifications and addenda except as specifically provided for in the Change Order.
- C. This Contract is entered into subject to the following conditions:
 - 1. Contractor does hereby state, warrant and covenant that it has not retained or employed any company, or person, other than bona fide employees working for said Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any

other consideration, contingent upon or resulting from the award or making of this Contract. For breach of violation of this statement, warrant, and covenant, the City of Omaha shall have the right to annul this contract without liability.

2. Contractor shall comply with all Municipal Ordinances and State and Federal Laws relating to, or applicable to, this work.

~~3. Contractor shall furnish a performance bond, a payment bond, and a warranty bond, each in an amount at least equal to one hundred percent (100%) of the Contract price, as security for the faithful performance bond, payment bond, and maintenance bond of all of Contractor's obligations under the Contract, Fire, Workmen's Compensation, Public Liability and Property Damage insurance, all as required in the aforesaid specifications and addenda, and remain in effect until two years after the date of Final Completion unless otherwise noted.~~

~~a. Contractor shall obtain the required performance bond, payment bond, and maintenance bond from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.~~

~~b. Bond Forms: Contractor shall use AIA documents or approved equivalent formats for all bonds, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bonds Branch, U.S. Department of the Treasury.~~

~~1. Performance Bond: AIA 312-2010 or approved equivalent.~~

~~2. Payment Bond: AIA 312-2010 or approved equivalent.~~

~~3. Warranty Bond: AIA 313-2020 or approved equivalent.~~

~~c. Performance Bond, Payment Bond, and Warranty Bond shall be submitted to the Omaha Parks, Recreation and Public Property Department within~~

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~~fourteen (14) calendar days after receiving notice of the award of the contract.~~

~~d. If the surety on a bond furnished by Contractor is declared bankrupt or becomes bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within twenty-eight (28) calendar days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.~~

~~e. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights.~~

~~f. Upon request, Owner shall provide a copy of the payment bond to any subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.~~

~~4. Owner, its employees and representatives, and the Owner's Representative shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection by them.~~

~~5. The Contractor shall indemnify and save harmless the City of Omaha, its officers, employees, and agents from all claims, suits or actions of every kind and character made upon or brought against the said City of Omaha, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said Contractor or its servants, agents and subcontractors in doing the work herein contracted for, or by or in consequence of any negligence in guarding the same or any improper material used in its construction, or by or on account of any act or omission of said Contractor or its servants, agents, and subcontractors; and also from all claims of damage or infringement of any patent in fulfilling this Contract.~~

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6. Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to the City of Omaha a written clearance from the Commissioner of Labor of the State of Nebraska ("Certification of Contribution Status" - form "NEBRUI Form 16") certifying that all payments due of contributions or interest which may have arisen under this Contract have been paid by the Contractor, or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final ten percent (10%) of the total amount of this Contract shall be withheld until this provision has been complied with.
7. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin as defined by the Americans with Disabilities Act of 1990 and Omaha Municipal Code Sec 13-82. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. The Contractor shall take all actions necessary to comply with the Americans with Disabilities Act of 1990 and Omaha Municipal Code, (Chapter 13) including, but not limited to, reasonable accommodation. As used herein, the word "treated" shall mean and include, without limitation, the following: Recruited, whether advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

8. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin as recognized under 42 USCS 12101 et seq.
9. The Contractor shall send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- ~~10. The Contractor shall furnish to the Contract Compliance Officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10 192 to 10 194, inclusive, and shall permit reasonable access to his records. Records accessible to the Contract Compliance Officer shall be those which are related to Paragraphs (7) through (13) of this subsection and only after reasonable notice is given the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.~~
11. The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of Paragraphs (7) through (13) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, the

Contractor or the City may request the United States to enter into such litigation to protect the interest of the United States.

12. The Contractor shall file and shall cause their subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and their subcontractors.
13. The Contractor shall include the provisions of Paragraphs (7) through (13) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor (refer to Specification Section 00 20 05 for more detail).
14. Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of the Contract.
15. The Contractor shall guarantee their work for material and workmanship for a period of two (2) years after the date of "substantial completion" of his Contract, and should any defect be discovered in any of the work included in this Contract within the period of two (2) years from the "substantial completion" of this Contract, the repair of such defect and the cost of such repairs shall be borne by the Contractor under their Contract.
 - a. Substantial Completion: Substantial Completion shall mean that in general, the Work, excluding minor punch list items and appropriate paperwork to closeout the project is one hundred percent (100%) complete and ready for use by the Owner.

16. Contractor shall maintain fair labor standards in accordance with any valid laws of the State of Nebraska in the execution of this Contract.

- D. Upon receipt of written notice by Owner and the Owner's Representative that the work is ready for final inspection and acceptance, the Owner's Representative shall promptly make such inspection and, when they find the work acceptable under the Contract and the Contract fully performed, they shall promptly issue a final certificate, over their own signature, stating that the work provided for in this Contract has been completed and is accepted by them under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Owner's Representative that all payrolls, material bills, and other indebtedness connected with the work have been paid. If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Owner's Representative so certifies, the Owner shall, upon certificate of the Owner's Representative and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

~~1. Standard forms to be used for project completion include, but may not be limited to:~~

~~a. AIA Document G706 1994, "Contractor's Affidavit of Payment of Debts and Claims" or approved equivalent.~~

~~b. AIA Document G706A 1994, "Contractor's Affidavit of Release of Liens" or approved equivalent.~~

~~c. AIA Document G707 1994, "Consent of Surety to Final Payment", or approved equivalent.~~

- E. The Contractor shall procure a policy, or policies, of insurance which shall guarantee payment of compensation according to the Workers' Compensation laws of Nebraska

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for all workers injured in the scope of employment, and further agrees to keep said policy, or policies in full force and effect throughout the term of this Contract. In addition, all other forms of insurance referred to in the specifications shall be procured by the Contractor and kept in force and effect by it throughout the term of this Contract, and certificate or certificates of insurance shall be filed by Contractor with the City of Omaha.

- F. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City Contract. Any violation of this section shall render the Contract voidable by the Mayor or City Council.
- G. Any subsequent agreement between the parties hereto or any matter whatsoever shall be in writing and executed by an authorized officer.
 - 1. The parties hereto acknowledge that, as of the date of the execution of this contract, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which taken alone increases the original bid price as awarded (a) by ten percent (10%), if the original bid price is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.
 - 2. The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the City Council. The provisions of this Section will be quoted in all future City contracts. Nothing in this Section is intended to alter the authority of the Mayor under Section 5.16 of the City charter to approve immediate purchases.

2.02 THE CONTRACT AND CONTRACT DOCUMENTS:

- A. The contract documents, each of which is an essential part of the contract by and between the parties hereto, shall consist of the advertisement, the requirements for bidding and instructions to bids, the accepted proposal, the general conditions of the contract, the City Council resolution and purchase order, together with all of these identified documents, plans and drawings in existence at the time of the issuance of the purchase order and which define and show the work to be done and requirements in connection therewith.

2.03 CORRELATION AND INTENT OF DOCUMENTS:

- A. The contract documents are complementary. What is required, shown or specified by any one shall be as binding as if required by all. It is intended that the provisions set forth in the contract documents shall include all labor, equipment, and materials necessary for the complete and proper execution of the contract and that such materials shall be of the quality best suited for the uses to which they are to be put. It is not intended that one document shall take precedence over another.

2.04 RIGHT TO TERMINATE CONTRACTS:

- A. The City of Omaha may terminate the employment of the Contractor without prejudice to any other right or remedy, upon certificate of the Owner's Representative appointed by the Park Planning Division, that sufficient cause exists to justify such action and after giving the Contractor seven days' written notice, may take possession of the work and all materials, tools, and appliances thereon and thereat and may finish the work by whatever method it may deem expedient.
- B. This action may be taken for any of the following reasons:
 - 1. If the Contractor becomes insolvent or is adjudged bankrupt; if they make a general assignment for the benefit of creditors or if a receiver be appointed to administer their business and assets.

2. If they persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials as specified.
 3. If they fail to make prompt payment of monies due to materials, men and to subcontractors.
 4. If they persistently disregards laws, ordinances or instructions of the Owner or the Owner's Representative.
 5. If they be guilty of a substantial violation of the contract.
 6. If the rate of progress is not sufficient, in the opinion of the Owner or the Owner's Representative to ensure completion of the work within the contract time.
- C. In any such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including the cost of supervision, the excess shall be paid to the Contractor. If the expense of finishing the work exceeds the unpaid balance of the contract, the Contractor shall pay the difference to the City of Omaha.
- D. The amount of the expense incurred by the Park Planning Division herein provided and of the damages incurred through the Contractor's default, shall be fixed by the certificate issued by the Owner or the Owner's Representative and approved by the Park Planning Division.

2.05 ACCESS AND INSPECTION OF WORK:

- A. The Park Planning Division's appointed Representative shall hereinafter be referred to as the "PARK PLANNER AND/OR A& E."
- B. The Park Planner and/or A & E and their duly authorized assistants shall have free access to the work at all times, and shall be entitled to receive all necessary information from the Contractor. It is not intended that the Contractor shall divulge any process of manufacture or confidential information which they are entitled, legitimately, to keep secret.

- C. If the specifications, the Park Planner and/or A & E's instructions, laws, ordinances, or any public authority requires special tests or approval of any work, the Contractor shall give the Park Planner and/or A & E timely notice of its readiness for inspection and, if the inspection is by an authority other than the Park Planner and/or A & E, of the date fixed for such inspection. The Park Planner and/or A & E will make inspections promptly. If any work is covered up without approval or consent of the Park Planner and/or A & E, it must be uncovered for examination, if so required, at the Contractor's expense.
- D. Re-examination of questioned work may be ordered by the Park Planner and/or A & E. If such work is found to be in accordance with the contract, the Park Planning Division will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract, the Contractor by whose fault the defect exists shall pay the cost.
- E. Any work rejected or condemned by the Park Planner and/or A & E, shall be torn down and corrected with reasonable promptness at the Contractor's expense.

2.06 DUTY OF CONTRACTOR:

- A. The Contractor shall keep themselves fully informed at all times, regarding all details of the work, including not only installation of the structure, but also the condition of the work in the shops, wherever materials are under construction for any portion of any structure involving in any manner the work being furnished under this contract and they shall be responsible for all delays that may result in their failure to install their own work in proper manner and proper time. They shall study and compare all drawings, specifications and other instructions and shall report at once to the Park Planner and/or A & E any error, inconsistency or omission which they discover.

2.07 CONTRACTOR'S RESPONSIBILITY:

- A. The Contractor shall be responsible for the completion of the work according to the plans and specifications and their responsibility shall not cease until the whole work

contracted for is completed and accepted. The Contractor shall be responsible for and shall hold the City of Omaha harmless from any claims, liabilities, or costs for any damage arising from injury to persons or property in any way or anywhere, occasioned by their operations.

2.08 RELATIONS OF CONTRACTORS AND SUBCONTRACTORS:

- A. Names of subcontractors shall be submitted in writing to the Park Planner and/or A & E and approved before awarding the contract. The Contractor shall not employ any subcontractor not approved by the Park Planner and/or A & E.
- B. By their acceptance of the contract of which these conditions are a part and in consideration of the payments promised to be made thereunder, the Contractor agrees:
 - 1. That they are as fully responsible to the City of Omaha for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by themselves;
 - 2. To bind every subcontractor to the terms of the Contract Documents as far as applicable to their work;
 - 3. To be bound to the subcontractor by all the obligations that the City of Omaha assumes to the Contractor, under the Contract Documents;
 - 4. To pay the subcontractor, upon issuance of certificates, the amount allowed to the Contractor on account of the subcontractor's work, to the extent of the subcontractor's interest therein. Refer to Part 2.20, "PAYMENTS AND RETAINAGE" in Specification Section 00 70 00, 'GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION';
 - 5. To pay the subcontractor, upon the issuance of certificates, so that at all times their total payments shall be as large in proportion to the value of the work done

by them as the total amount certified to the Contractor is to the value of the work done by them;

6. To pay the subcontractor, on demand, for their work or materials as far as executed and fixed in place, less the retained percentage at the time the certificates should issue, even though the Park Planner and/or A & E fails to issue any certificate for any cause not the fault of the subcontractor;
 7. To pay the subcontractor, as their interest may appear, a just share of any insurance money;
 8. To make no demand for liquidated damages or penalty for delay in connection with work under a subcontract in any sum in excess of such amount as may be named specifically in the subcontract,
 9. That no claim for services rendered or materials furnished by Contractor to the subcontractor shall be valid unless written notice is given thereof by the Contractor to the subcontractor during which the claim originated; and
 10. To give the subcontractor an opportunity to be present and submit evidence in any controversy involving their rights.
- C. Subcontracts shall be drawn so that, for proper consideration and in legal manner, the Subcontractor agrees:
1. To be bound to the Contractor by the terms of the Contract Documents and to assume towards them all obligations and responsibilities that they, by these documents, assumes toward the City of Omaha; and
 2. To make all claims for extras, for extensions of time, and for damage for delays, or otherwise, to the Contractor in the manner in the General Conditions for like claims by the Contractor upon the City of Omaha.
- D. Whenever practicable, the Park Planner and/or A & E will furnish, on request, to any subcontractor, evidence of the amount certified to on their account but nothing contained herein or in any of the Contract Documents shall create any contractual relation between any subcontractor and the City of Omaha of any obligation on the part

of the City of Omaha to make or to cause to be made any payments to any subcontractor.

2.09 SEPARATE CONTRACTS AND COOPERATION:

- A. The City of Omaha reserves the right to let other Contracts, or to employ its own forces for doing work adjacent to or immediately connected with work to be done under this Contract.
- B. The Contractor shall afford reasonable opportunity to other Contractors and workers to deliver and store their materials and to perform their work and shall connect and coordinate the Contractor's work with theirs properly. They shall cooperate with all other contractors and workers employed by the City of Omaha in such manner and to such extent as to facilitate the completion of the entire project in the shortest possible time.
- C. If any part of the Contractor's work depends for proper execution or results upon the work of any other, the Contractor shall inspect and report to the Park Planner and/or A & E promptly, any defects or features in the work of others that make it unsuitable for the proper execution of their own work. Their failure so to inspect and report shall constitute an acceptance of the work of others as fit and proper for the reception of their own work, except as to defects which may develop in the work of others after the execution of their work. To ensure proper execution of his subsequent work, the Contractor shall measure work already in place and shall report to the Park Planner and/or A & E at once, any discrepancy between the executed work and the drawings.

2.10 ROYALTIES AND PATENTS:

- A. The Contractor, as one of these services to be performed for the consideration named in the Contract, binds themselves to pay all royalty and license fees and protect and save harmless the City of Omaha from any claims and suits that may arise from infringement of any patent right or from the manufacture, sale, or use of the articles furnished by the Contractor under this Contract.

2.11 PERMITS AND REGULATIONS:

- A. The Park Planning Division will issue permits to enter and use necessary areas for construction purposes, free of charge to the Contractor.
- B. The Contractor shall secure all permits, licenses and notices prior to construction operations and they shall notify the Park Planner and/or A & E in writing when same have been secured. City permits will be issued without fee.
- C. All work shall be done in accordance with Federal, State and Local Codes, Ordinances, Rules and Regulations.
- D. If the Contractor observes that the drawings and specifications conflict with any such regulation, they shall notify the Park Planner and/or A & E promptly in writing. If any changes are made necessary by such conflict, adjustments on account thereof shall be made in accordance with the terms of the article herein, entitled "Changes in the Work."
- E. If the Contractor performs any work, knowing it to be contrary to such laws, rules, and regulations, and without such notices to the Park Planner and/or A & E, they shall bear all costs and penalties arising therefrom.

2.12 ADVERTISING:

- A. The Contractor is permitted to erect such usual "job" signs as are in accordance with the direction of the Park Planning Division, but no other advertising will be permitted on property under the jurisdiction of the said Park Planning Division.

2.13 SANITATION:

- A. The Contractor shall enforce among their employees such regulations in regard to cleanliness and in regard to care of premises as will be conducive to their health and as will tend to prevent the inception and spread of contagious or infectious diseases. They shall provide an ample supply of good drinking water and shall prevent the creation of a nuisance on the premises or upon adjacent property, streets and alleys.

- B. Necessary sanitary conveniences for the use of employees, properly secluded, shall be constructed and maintained by the Contractor in such manner and at such points as the Park Planner and/or A & E may approve. Their use shall be enforced.

2.14 COMPETENT FOREMEN, SUPERINTENDENTS AND EMPLOYEES:

- A. The Contractor shall keep on the work at all times, during the progress thereof, a competent Foreman or Superintendent and any assistants necessary. All employees must be satisfactory to the Park Planner and/or A & E. Persons in charge of the work for the Contractor shall not be changed except with the consent of the Park Planner and/or A & E. This provision, however, does not abridge the right of the Contractor to discharge persons not satisfactory to them.
- B. The person in charge of work under the Contract shall represent the Contractor in their absence and all directions given to them shall be binding as if given to the Contractor. The Contractor shall give efficient personal supervision to the work and shall give it their best skill and attention. Any employee of the Contractor, who is considered incompetent or careless in their work, shall be removed on demand of the Park Planner and/or A & E and replaced by a competent person.

2.15 CONTRACTOR'S INSURANCE:

- A. The Contractor shall not commence work under Contract until they have obtained all insurance required in this article and until such insurance has been approved by the Park Planning Division, nor shall the Contractor allow the subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. Compensation Insurance
 - 1. The Contractor shall take out and maintain during the life of the Contract, insurance for all of their employees employed at the site of project protecting the Contractor from all liability that may be imposed under the Workers' Compensation Act, the Occupational Disease Act or other legislation of similar

nature; and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all the letter's employees unless such employees are covered by the protection afforded by the Contractor.

C. Public Liability and Property Damage Insurance for Projects \$200,000.00 and Over

1. The Contractor shall take out and maintain, during the life of the Contract, such public liability and property damage insurance (including Contractor's contingent or protective insurance, if necessary, to protect the Contractor from damage claims arising from operation under the Contract) as shall protect them and their subcontractors from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract, including operations of automotive equipment used in making deliveries or in the work, whether such operations by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
2. Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount of not less than \$5,000,000, where more than one person is involved in any one accident; and property damage insurance in an amount not less than \$500,000 and naming the City of Omaha as an additional insured for the term of the agreement.
3. The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of such nature in like amounts.

E. Contingent Insurance

1. In order to protect the City of Omaha from damage in any way during the progress of the work hereunder, the Contractor shall secure an Owner's protective liability policy with limits of not less than \$250,000 for injury to one person and \$500,000 for one accident and in any amount not less than \$250,000 for damage to

property, or Contractor's policy shall be extended by endorsement to include the City of Omaha as an additional insured, so far as coverage on this project is concerned.

F. Certificate of Insurance

1. The Contractor shall furnish the City of Omaha with a certificate of insurance indicating the required coverage's as specified in this section, fifteen (15) calendar days prior to the award of the Contract and at any time subsequent thereto when such evidence is required by the City of Omaha. Before cancellation or termination of any said insurance or coverage, the Contractor shall require the insurance company to notify the City of Omaha in writing at least ten (10) calendar days in advance of such cancellation or termination or as soon as practicable.

2.16 USE OF PREMISES:

- A. The Contractor shall confine their apparatus, the storage of materials and the operations of their workers/employees to limits indicated by law, ordinance, permits and directions of the Park Planner and/or A & E. They shall not encumber the premises unreasonably with their materials.
- B. They shall not load or permit any part of any structure to be loaded with a weight that would endanger its safety. They shall enforce the instructions of the Park Planner and/or A & E regarding signs, fires and smoking.

2.17 CONTACT WITH ADJACENT PROPERTY AND STRUCTURES:

- A. The Contractor shall provide adequate lateral support, by shoring or otherwise, to prevent damage to adjacent property by reason of their operations. They shall prepare and leave their work in a condition fit to receive the work of others where such connecting work is shown in drawings and specifications, or is reasonably implied therefrom. No changing, cutting, patching or revision of their own or other work shall be done by the Contractor except by consent or direction of the Park Planner and/or A & E.

2.18 PROTECTION OF WORK AND PROPERTY:

- A. The Contractor shall maintain continuously, adequate protection against damage for all their work and shall protect the property of the Park Planning Division and all others from injury arising in connection with their acts. They shall make good any damage or injury to persons or property that may be occasioned directly or indirectly by their operations. Material or equipment and embankments or excavations on any thoroughfare shall be guarded with all necessary barricades and red lights.

2.19 MAINTENANCE OF ORDER:

- A. Good order shall be maintained at all times on the work and no intoxicated or disorderly persons shall be permitted on or about the site of the work.

2.20 PAYMENTS AND RETAINAGE:

- A. When a Contractor has performed work in accordance with the provisions of the Contract, the Owner shall pay the Contractor within thirty (30) calendar days after receipt by the Owner or Owner's Representative of a payment request made pursuant to the Contract.
 - 1. When a subcontractor has performed work in accordance with the provisions of a subcontract and all conditions precedent to payment contained in the subcontract have been satisfied, the Contractor shall pay the Subcontractor and the Subcontractor shall pay his, her or its subcontractor, within ten (10) calendar days after receipt by the Contractor or subcontractor of each periodic or final payment, the full amount received for the subcontractor's work and materials based on work completed or service provided under the subcontract for which the subcontractor has properly requested payment, if the subcontractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the work.
- B. Payments will be made of ninety percent (90%) of the value of the work done in full compliance with the Contract during any calendar month, provided the progress made

is such as to indicate the completion of all work under the Contract within the specified time. Contractor shall deliver to the Park Planner and/or A & E their estimate or work done and material delivered during any calendar month on or before the fifth day of the succeeding month. Ten (10) calendar days shall be allowed for checking Contractor's estimate, preparation of Park Planner and/or A & E's estimate, approval of Park Planning Division and issuing of pay voucher. The value of the work done and material delivered will be determined by the estimate of the Park Planner and/or A & E, approved by the Park Planning Division.

1. If the scope of work for the contractor or subcontractor from which retainage is withheld is fifty percent (50%) complete and if the contractor or subcontractor has performed work in accordance with the provisions in the applicable contract, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the contractor or subcontractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the work.
 2. The remaining five percent (5%) shall be retained until the final completion of the work under the Contract, the issuance of final certificate by the Park Planner and/or A & E, approved by the Park Planning Division and its acceptance by the Park Planning Division and compliance with Part 2.01.C.6 of this Specification Section. In no case shall the Contractor be entitled to payment which, in the judgment of the Park Planner and/or A & E, will leave the balance withheld insufficient to complete the work.
- C. The Owner or Owner's Representative shall release and pay all retainage for work completed in accordance with the provisions of the Contract within forty-five (45) calendar days after the project, or a designated portion thereof, is substantially complete. When a Subcontractor has performed work in accordance with the provisions of a subcontract and all conditions precedent to payment contained in the

subcontract have been satisfied, the Contractor shall pay all retainage due such subcontractor within ten (10) calendar days after receipt of the retainage.

- D. Final Invoice Submittal: Contractor will exercise commercially reasonable efforts not to submit to the City of Omaha any invoice(s) for final payment one hundred eighty (180) calendar days after the substantial completion of the project. The City reserves the right to reject and return old billing transactions to Contractor as “Unbillable”. The City of Omaha reserves the right to waive this requirement after review of the project.
- E. Standard forms to be used during construction and for payments include:
 - 1. AIA Document G702, “Application and Certificate for Payment” (G702-1992) or approved equivalent.
 - 2. AIA Document G703, “Continuation Sheet” (G703-1992) or approved equivalent.

2.21 CHANGES IN THE WORK:

- A. Changes Authorized: Without invalidating the Contract, the Park Planning Division may make any changes by altering, adding to or deducting from the work and adjusting the time and remuneration under the Contract accordingly. All such work shall be performed under the conditions of the original Contract except as to time and remuneration adjustments named above, which will be made at the time such changes are ordered.
 - 1. Except in cases of emergency, no change shall be made unless in pursuance of a written order from the City of Omaha, signed by the Parks, Recreation and Public Property Director, stating that the Park Planning Division has authorized the change. No claim for an addition to the remuneration under the Contract shall be allowed, except for work so ordered or authorized.
- B. Determination Of Amount To Be Paid Contractor: The amount due the Contractor for any such authorized change shall be determined by one of the following three methods as determined by the Park Planner and/or A & E.

1. Where such changes, additions or reductions, in the opinion of the Park Planner and/or A & E, may be classified and measured properly under the unit prices mentioned in the Contract for such work, the amount to be paid the Contractor shall be determined by the application of proper unit prices to the items of work involved in such changes, additions or omissions.
2. In cases where such changes, additions or omissions involve work not covered by the unit prices specified in said Contract, but where, in the opinion of the Park Planner and/or A & E, accurate preliminary estimates of the cost thereof can be made, additions to or deductions from the payments to the Contractor shall be determined either by:
 - a. An agreed lump sum, or
 - b. Agreed unit prices.
3. If payment or deduction for such changes, additions or omissions is made in any of the three manners previously described, no allowance or percentage whatsoever shall be allowed to the Contractor in addition to the payment or in modification of the deduction determined as herein before specified.
4. In cases where such changes involve additions only and are of a character so distinct from other work under the Contract that their cost can be determined as the work progresses, payment for such work shall consist of actual cost as defined in Part 2.21.H, plus fifteen percent (15%) to cover superintendence, general and incidental expense, profit, use of small tools and all other items not reflected in said actual cost. The Contractor's profit and overhead on Subcontractor's work shall not exceed a total of five percent (5%). In no event, regardless of whether the work involved is done by the Contractor or by their subcontractors, shall such percentage or cost of the work exceed twenty-five percent (25%) of such actual cost. The total cost of such work shall not exceed a predetermined maximum.
5. Mark Up Limitations:
 - a. Work by General Contractor's Own Forces: 15% Maximum (General)

- b. Work by Sub-Contractor's Forces: 15 % (Sub)
5% (General)
20% Maximum
- c. Work by Sub-Sub: 15% (Sub-Sub)
5% (Sub)
5% (General)
25% Maximum

C. Actual Cost Defined: Said actual cost shall mean the cost of material, labor and rental of equipment plus any taxes and additional performance bond premiums actually and necessarily paid in connection therewith. The cost of material shall be the actual cost thereof delivered at the site of the work together with sales tax thereon as shown by true copies of original invoices. The cost of labor shall be the amount actually paid to workmen therefor plus social security tax and premiums for workmen's compensation insurance actually paid in connection therewith. The cost of rental of equipment shall be determined by rates agreed upon by the parties hereto prior to the commencement of such additional work. In cases of emergency, if such price agreement is not practicable, the cost of rental of equipment shall be subject to the approval of the Park Planner and/or A & E.

1. In the determination of actual costs, the following will apply. In no case will prices allowed for materials delivered to the site of the work be in excess of prices for which such materials could have been obtained and delivered if purchased by the Park Planning Division direct. In no case will the rate of pay allowed for each class of labor be in excess of the rate for such class as established in the Contract Documents for work under the Contract or when not shown in the Contract Documents, the local rates for such class established by current agreement with labor organizations. In no case, will the rate allowed for rental of equipment be in excess of the local rate customarily charged for rental of such equipment or the

rate for which the use of such equipment could be obtained by the Park Planning Division.

D. Records And Accounts Required: The Contractor shall keep accurate records and shall submit correct copies of quantities and costs in connection with all changes herein discussed. The A & E will examine quantities and accounts and will certify to amounts due the Contractor for additional work or to amounts to be deducted from the Contract price.

1. The Contractor shall submit correct estimates of quantities involved in all such changes, and where costs are involved shall keep and present accounts with vouchers in such form as the Park Planner and/or A & E may direct. The Park Planner and/or A & E will check quantities and accounts and will certify to amounts they find to be due the Contractor or the amounts to be deducted from the Contract price. When the Park Planner and/or A & E's Certificates are approved by the Park Planning Division, payments shall be made to the Contractor in the same manner as provided for payments on the General Contract.

2.22 CLAIMS FOR EXTRAS:

- A. If the Contractor claims that any instructions given by drawings or otherwise, involve extra cost in connection with their work under the Contract, they shall give written notice thereof to the Park Planning Division before proceeding with the work and within two weeks after receiving such instructions. No claim for extra compensation will be considered unless so made. In case any claim for extras is allowed, the amounts allowed to the Contractor therefor and payments therefor shall be determined and made in accordance with the provisions of the foregoing section entitled "Changes in the Work."

2.23 EMERGENCIES:

- A. In an emergency endangering the safety of life or property, the Contractor is hereby permitted to act at their own discretion and without special instructions or authorization from the Park Planner and/or A & E, to prevent such threatened loss or

injury. They shall act in such emergency as if so instructed or authorized by the Park Planner and/or A & E.

2.24 CORRECTIONS OF WORK BEFORE FINAL PAYMENT:

- A. The Contractor shall remove from the premises promptly, all material condemned by the Park Planner and/or A & E because of failure to conform to the Contract whether such material has been incorporated in the work or not. The Contractor shall replace and re-execute their own work promptly, in accordance with the Contract without expense to the Park Planning Division. Also, they shall bear the expense of making good all work of other contractors by revision of their own work.
- B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Park Planning Division may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) calendar days after notice, the Park Planning Division, upon ten (10) calendar days' written notice, may sell such material at auction or at private sale and credit the Contractor with the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor.

2.25 CORRECTION OF WORK AFTER FINAL PAYMENT:

- A. Neither the final certificate, nor any payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. They shall remedy any defects due thereto and shall pay for any damage to other work resulting therefrom, which appear within a period of two (2) years after the completion date reported to the Park Planning Division by the Park Planner and/or A & E. The Park Planner and/or A & E will give notice of observed defects with reasonable promptness.

2.26 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION:

- A. The time for completion of the work contemplated will be specified in the proposal and contract and it is understood that the completion of the work within the time specified

is an essential part of this contract. If the Contractor finds it impossible to complete the work on or before the time for completion specified in the Contract, then, not less than ten (10) calendar days prior to the expiration of the stipulated time for completion, they may make written request to the Park Planning Division for an extension of time. They shall set forth fully in their request the reasons which they believe justify the granting of their request. If the Park Planning Division finds that the work was delayed because of conditions beyond the control of the Contractor or that the quantities of work done are in excess of the estimated quantities by an amount sufficient to warrant additional time, they may grant an extension of time for completion to such date as appears reasonable and proper, which extension of time must be approved by the surety. The extended time for completion shall then be considered as in full force and affect the same as if it were the original time for completion.

2.27 FAILURE TO COMPLETE WORK ON TIME:

- A. Should the Contractor fail to complete the work within the time agreed upon in the Contract or within such extra time, as may have been allowed by extension, there may be deducted from any monies due or that may become due the Contractor, the sum set forth in the following schedule for each and every calendar day that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as liquidated damages due to the City of Omaha from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from their failure to complete the work within the time specified in the Contract.

B. SCHEDULE OF LIQUIDATED DAMAGES

Contract Price Liquidated Damages

Over \$100,000.00: \$1,000.00 per day

- C. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have

been extended shall in no way operate as a waiver on the part of the Park Planning Division of any of its rights under the Contract.

2.28 LIENS AND SUITS:

- A. Neither the Contractor nor any subcontractor, supplier or materials, nor any other person shall file or maintain against the Park Planning Division a lien, commonly called a mechanic's lien, for materials delivered for use in or work done in the performance of their contract and the right to maintain such lien for any or all of the above named parties is hereby expressly waived.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Park Planning Division, a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof, and if requiring in either case, an affidavit that so far as they have knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed, but if any subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Park Planning Division against any lien or suit.
- C. The Contractor shall and will indemnify, save harmless and defend the Park Planning Division and its agents and employees from any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees in any manner caused by, arising from, incident to, connected with, or growing out of the performance of the work under this contract.

2.29 ASSIGNMENTS:

- A. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be valid unless such, assignment has had the prior written approval of the Park Planning Division and the surety has been given due notice of such assignment in writing.

- B. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds are to be paid to the assignee under assignment, are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

2.30 RIGHT TO DECIDE QUESTIONS:

- A. The Park Planning Division reserves the right to decide all questions as to the proper performance of the work and the quality and quantity of materials furnished hereunder and further reserves the right in cases of improper construction or of the furnishing of defective or inadequate materials or the noncompliance with any of the terms and conditions of this Contract on the part of the Contractor, to suspend the work and to reject such defective materials or if improperly performed, to order the partial or entire reconstruction of said work or to declare this Contract forfeited, and to determine the amount of damages which the Contractor shall pay to the Park Planning Division in case damage is suffered by reason of such defective materials, improper work or noncompliance with the terms of the Contract upon the part of the Contractor.

2.31 SAMPLES AND OR SHOP DRAWINGS:

- A. The Contractor shall furnish to the Park Planner and/or A & E samples and/or shop drawings of any materials which they propose to use in the progress of the work at the request of the Park Planner and/or A & E. All material used on the work and for which samples have been approved, shall fully conform to the samples. Refer to Division 01, Section 01 33 23: "Submittals" for additional information.

2.32 INTERFERENCE:

- A. The Contractor shall conduct the work so that there will be no interference with the work of other work which may be in the progress. In case of dispute between Contractors in the project, the decision of the Park Planner and/or A & E shall be final and binding upon both parties hereto. The Contractor, at their own expense, shall repair

any damage occasioned by them to machinery, equipment, masonry, building or other property of the Park Planning Division or other contractors or work under construction.

2.33 CHECKING PLANS:

- A. It is understood and agreed that the Contractor shall check all plans, drawings and specifications furnished by the Park Planning Division and shall be fully responsible for dimensions, quantities, quality and coordination with other parts of the work under this Contract.

2.34 BREAKDOWN:

- A. The Contractor shall furnish the Park Planner and/or A & E a copy of the wages paid skilled and unskilled workmen (supervisors excluded). The Contractor shall also provide the Park Planner and/or A & E with a breakdown of unit prices used in the compilation of their bid. The sum of the items in this schedule shall equal the amount of the Contract price.

2.35 LINES AND GRADES:

- A. The Contractor shall be responsible for setting their own stakes for alignment and grade, and check same with the Park Planner and/or A & E before proceeding with the work. Contractor will be held responsible for the lines and grades after same have been established and checked. Any re-staking required during the course of the construction shall be the responsibility of the Contractor. Refer to Division 01, Section 01 32 23, "Field Engineering - Surveying" for additional information.

2.36 CLEANING UP:

- A. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by this work, and at the completion of the work they shall remove all their rubbish from and about the project site and all their tools, scaffolding, surplus materials and shall leave their work "broom clean," unless more exactly specified.

2.37 INTERPRETATION OF "OR APPROVED EQUIVALENT":

- A. The use of trade names, with a notation such as "or approved equivalent" in these specifications is to establish quality required; there is no attempt to limit competitive bidding, but in like manner, quality specified will be rigidly maintained.
- B. The words or phrases "approved", "equivalent to", "as directed", etc. are interpreted and will be taken to mean "to the satisfaction of the Park Planner".
- C. Where three or more proprietary names are specified and the phrase "or approved equivalent" is omitted, no substitute products will be considered. Bids must be based on the named products.

2.38 SUBSTITUTIONS:

- A. Prior to Receipt of Bids: No substitution will be considered prior to receipt of Bids unless a request is submitted electronically to the Park Planning representative. These requests must be submitted as an email. No requests will be considered three days prior to the due date of the quotes.

~~1. If the proposed substitution is accepted by the City prior to the receipt of Bids, such acceptance will be set forth in an "Addenda" and posted on the Douglas County Purchasing (Ionwave) website at <https://douglascountypurchasing-ionwave.net/Login.aspx>. All Addendum and updates will be posted on the web site. It is the Bidders responsibility to check the web site for all relevant information prior to the closing date. Bidders shall not rely upon approvals made in any other manner. The City's decision of acceptance or rejection of the proposed substitution shall be final.~~

~~2. Document each substitution request with complete data substantiating compliance of proposed Substitution with Contract Documents.~~

- B. After Award of Contract: No Substitutions will be considered after the Contract is awarded except under the following conditions.

1. The product specified is no longer available. Contractor shall furnish written proof that such a situation exists along with the appropriate submittals for the substitution.
 2. Delay in obtaining the specified item will result in a long delay in the completion of the project. Contractor shall submit written proof from the manufacturer regarding the delay.
 3. The substitution, if accepted will result in a "substantial" savings to the Owner.
 4. In all three cases outlined above, the Owner will make the final decision.
- C. Document each substitution request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A substitution request constitutes a representation that the Contractor:
1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 2. Will provide the same warranty for the Substitution as for the specified Product.
 3. Will coordinate installation and make changes to other "Work" which may be required for the "Work" to be complete with no additional cost to the Owner.
 4. Waivers claims for additional costs or time extension, which may subsequently become apparent.
 5. Will reimburse the Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

2.39 HAZARDOUS MATERIAL:

- A. In the event the Contractor encounters material on site reasonably believed to be a CERCLA (Comprehensive Environmental Response, Compensation and Liability Act) hazardous substance in concentrations that may constitute a substantial hazardous

waste as defined in 40 CFR Part 261 that has not be rendered harmless, the Contractor may test (at the Contractor's expense) the suspected material using the appropriate EPA technology. If the material is determined to be hazardous, the Contractor shall immediately stop work in the affected area, safely secure the work site, and immediately notify the Park Planner. The Contractor shall continue work in other areas of the project unless otherwise directed.

- B. The Contractor shall treat abnormal conditions with extreme caution. The Contractor shall meet the requirements and regulations of all applicable Local, State and Federal Agencies when handling, transporting and disposing of hazardous material or toxic waste.
- C. Unless specifically addressed in the contractor documents, handling, processing, and/or disposing of such hazardous material shall be considered outside of the scope of the contract. Additional work associated with handling, processing and/or disposing of the hazardous waste or materials will constitute Extra Work and will be reimbursed as such.
- D. The City of Omaha shall not consider the Contractor the "Generator, Owner or Responsible Party" for any hazardous waste or hazardous material discovered in the normal performance of work associated with this contract, nor during the performance of any "Extra Work" unless such material has been brought to the site by the Contractor.
- E. The Contractor shall maintain sole responsibility for workers' health and safety including, but not necessarily limited to, interpreting monitoring or sampling results provided by the City or any other governmental agency, or performing Contractor's own monitoring or sampling to ensure worker health and safety.

2.40 OCCUPATIONAL SAFETY AND HEALTH ACT:

- A. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities

which administer such Acts and said requirements, standards and regulations are incorporated herein by reference.

- B. The Contractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of their agents, employees, materialmen and subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of his failing to so comply.
- C. The Contractor shall indemnify the City of Omaha and the Park Planner and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the City of Omaha and the Park Planner by reason of the real or alleged violation of such laws, ordinances, regulations and directives, federal, state and local, which are currently in effect or become effective in the future, by the Contractor, their subcontractors or materialmen.

2.41 AMERICANS WITH DISABILITIES ACT (ADA):

- A. The Contractor shall comply with the requirements of the Americans with Disabilities Act (ADA), including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Act and said requirements, standards and regulations are incorporated herein by reference.
- B. The Contractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees, materialmen and subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of their failing to so comply.
- C. The Contractor shall indemnify the City of Omaha and the Park Planner and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the City of Omaha and the Park Planner by reason of the real or alleged violation of such laws, ordinances, regulations and directives, federal,

state and local, which are currently in effect or which become effective in the future, by the Contractor, their subcontractors or materialmen.

2.42 NEW EMPLOYEE WORK ELIGIBILITY STATUS (NEB. REV. STAT. §§4-108 TO 4-114):

- A. As of October 1, 2009, Contractors are required to use E-Verify to determine work eligibility of new employees who are physically performing services within the State of Nebraska.
- B. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- C. If the Contractor is an individual or sole proprietorship, the following applies:
 - 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 - 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

- D. If you have any questions go to the Department of Administrative Services website at www.das.state.ne.us

2.43 RESPONSIBLE CONTRACTOR FORM (RC-1) §10-108:

- A. In addition to any other requirements contained in sections 5.17 of the Home Rule Charter of the City of Omaha, 1956, or any other ordinances contained herein, all bidders seeking to contract with the city bid must complete a Responsible Contractor Form and submit it with the bid documents at the time of the bid opening. Failure to submit the Responsible Contractor Form at the time of the bid opening will result in the bid being rejected. The Human Rights and Relations Department shall develop a form which shall contain express provisions requiring the contractor to certify that:
1. The contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the contractor and all subcontractors shall use and E-Verify system to determine work eligibility.
 2. The contractor will not knowingly violate Nebraska's Misclassification of Employees laws or Nebraska's Fair Labor Standards laws.
 3. The contractor has not been convicted of any tax violations within the last three (3) years from the date the bid is submitted.
 4. The contractor has not been convicted of any criminal, repeat or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of three (3) separate OSHA violations within the last three (3) years from the date the bid is submitted.
 5. The contractor will make a good-faith effort to ensure that all subcontractors employed on the project comply with the provisions of the Responsible Contractor Form.
- B. Filing false information with a city official is unlawful under §20-26 of this code and is punishable by fines and up to six (6) months in jail. In addition to potential criminal penalties, a contractor or subcontractor who is found to have provided false

information on the Responsible Contractor Form is subject to immediate disqualification from city contracts and may be prohibited from any future contracts for a period of ten (10) years.

2.44 CONTRACT COMPLIANCE ORDINANCE:

- A. All bidders awarded a contract in the amount of \$10,000 or more must comply with the Contract Compliance Ordinance (No. 35344 §§10-190 to 10-200.4) and have on file with the Human Rights and Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights and Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights and Relations Department at 402-444-5055.

2.45 EMPLOYEE CLASSIFICATION ACT (NEB. REV. STAT. §§48-2901 TO 48-2912):

- A. Each contractor who performs construction or delivery service pursuant to this contract shall submit with their bid submission an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Nebraska Employee Classification Act, (“the Act”), Neb. Rev. Stat. §§48-2901 to 48-2912; (2) such contractor has completed a Federal I-9 Immigration form and has such form on file for each employee performing services; (3) such contractor has complied with Neb. Rev. Stat. Section 4-114 (Federal Immigration Verification System—E-Verify); (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker and ; (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to the Act. The contractor shall follow the provisions of the Act. A violation of the Act by a contractor is grounds for rescission of the contract by the City of Omaha/Douglas County.
- B. CONTRACTOR shall follow the provisions of the Employee Classification Act (ACT), Neb. Rev. Stat. §§48-2901 to 48-2912. A violation of the Act will be a material breach and, in

addition to any other remedies, be grounds for immediate contract rescission. If Contractor is performing construction or providing delivery service, CONTRACTOR shall submit an affidavit that complies with the Act. CONTRACTOR will also ensure that all subcontractors performing services for Contractor will also complete affidavits that comply with the Act. Contractor shall submit the affidavit(s) with their bid submission. The affidavit must be provided before work or services are undertaken.

- C. Following award, if CONTRACTOR changes or adds additional subcontractors, CONTRACTOR shall ensure that the subcontractor provides an Employee Classification Act affidavit to Douglas County Purchasing Department before that subcontractor begins work or services. Subcontractor affidavits should be mailed to:

Douglas County Purchasing Agent
1819 Farnam Street – Room 902
Omaha, Nebraska 68183

2.46 FAIR LABOR STANDARDS (NEB. REV. STAT. §73-102 & §73-104):

- A. CONTRACTOR agrees to maintain FAIR LABOR STANDARDS as defined in Neb. Rev. Stat. §73-104. CONTRACTOR has filed with Douglas County (City/County Purchasing) a statement that is complying with and will continue to comply with, fair labor standards as provided in Neb. Rev. Stat. §73-102 & §73-104. In addition, CONTRACTOR assures County that it will continue to comply with statutory fair labor standards throughout its performance under the contract.

END OF SECTION

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification sections apply to work of this section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS:

- A. The project consists of the construction/renovation of:
 - 1. Project Location: City-Wide Park System
 - 2. Owner: City of Omaha, Parks, Recreation and Public Property Department, Omaha/Douglas Civic Center, 1819 Farnam Street, Suite 701, Omaha, Nebraska, 68183-0701; voice: 402-444-5900; fax: 402-444-4921.
- B. Contract documents, dated September 16, 2026, were prepared by the Park Planning Division of the City of Omaha Parks, Recreation and Public Property Department, Omaha/Douglas Civic Center, 1819 Farnam Street, Suite 701, Omaha, Nebraska 68183-0701; voice: 402-444-5900; fax: 402-444-4921
- C. The work consists of the winterization of sixty three (63) irrigation systems throughout the City. See "Special Provisions" for list of locations.
- D. The work will be constructed under a single prime contract.
- E. Contract completion date shall be:
 - 1. See "Special Provisions" for contract completion date.

1.03 WORK UNDER OTHER CONTRACTS:

- A. Not Used in this Section.

1.04 CONTRACTOR USE OF PREMISES – GENERAL:

- A. Access to the existing park and adjacent park facilities will need to be maintained during the construction period. An area for the Contractor's use has been designated on the drawings, including areas for staging, storage of materials, and parking. The Contractor shall have full use of the premises within this area for construction operations. Utility connections and work outside of the designated areas shall be coordinated with the Owner. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. On-site and off-site traffic and exit ways shall not be blocked by construction vehicles, parked vehicles, material storage and other construction operations.
- C. The Contractor shall confine his apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and on-site limits as directed by the Park Planner. Coordination with the City of Omaha is essential in this matter.
- D. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris daily.

1.05 OCCUPANCY REQUIREMENTS:

- A. The Owner reserves the right to place and install equipment in completed areas of the project prior to "Substantial Completion", provided doing so does not interfere with completion of the work. Such placement of equipment shall not constitute acceptance of the total work.
- B. The Park Planner will prepare a "Certificate of Substantial Completion" prior to the Owner occupancy.

1.06 OWNER-FURNISHED PRODUCTS:

- A. Not Used in this Section.

1.07 GUARANTEE:

- A. The Contractor and each subcontractor shall guarantee that all materials and workmanship shall be free from original defects or against injury from proper and usual wear, when used for purposes intended, for two (2) years after date of "Substantial Completion". Where guarantees or warranties are written in any of the Divisions for longer terms, such longer terms shall apply from the final acceptance date.
- B. The Contractor shall, in case of work performed by his Subcontractors or where guarantees are required, secure warranties from said Subcontractors and deliver copies of same to the Park Planner upon completion of the work.
- C. All portions of the work shall also be maintained in perfect condition during this period. Such written guarantees as may be requested shall be submitted in duplicate at the completion of the work. These will be supplementary to and not in any way canceling specific guarantees which apply to various portions of the work.
- D. If, in the Contractor's opinion, any work is shown on the drawings or called for in Specifications in such manner as to make it impossible for him to produce and guarantee a first-class piece of work, he shall refer the same to the Park Planner before proceeding.

1.08 GENERAL COORDINATION:

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between the General Contractor, Subcontractors and all other Contractors and no claim for extra compensation or extension of contract time will be allowed for conditions resulting from lack of said cooperation and coordination.
- B. The Contractor shall promptly notify the Park Planner of all errors, omissions or discrepancies which he finds on the Drawings, and he shall not proceed with work involved in such errors, omissions, or discrepancies until instructions are given by the

Park Planner. The Contractor shall be responsible for seeing that all tests and inspections are conducted as required.

PART 2 - PRODUCTS

2.01. GENERAL:

- A. Not used in this Section.

PART 3 - EXECUTION

3.01. GENERAL:

- A. Not used in this Section.

END OF SECTION

SECTION 01 20 00

ADMINISTRATIVE INSTRUCTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections apply to work of this section.

1.02 SUMMARY:

- A. The Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following: Existing Conditions And Measurements; Definitions; Order Of Construction; Protection Of Property; Intent; Correlation Of Drawings And Specifications; Work Schedule And Cost Breakdown; Application For Payment; Modification Procedures; Coordination And Meetings; Field Engineering - Surveying; Submittals; Contractor's Construction Schedule; Quality Control; Reference Standards And Definitions; Construction Facilities And Temporary Controls; Material AN Equipment; Contract Closeout; General Standards; and Testing And Inspection Allowances.

1.03 EXISTING CONDITIONS AND MEASUREMENTS:

- A. The Contractor will be held to have examined the premises and satisfied themselves with the conditions which would in any manner affect the work under the contract, and no later claims for extra compensation for labor, materials and equipment which could have been foreseen by such examination will be recognized. The Contractor shall take all necessary measurements for their work, at the site, and shall verify all measurements given on the Drawings.

1.04 DEFINITIONS:

- A. Standard Specifications Definitions: "Standard Specifications" referred to herein means the "City of Omaha Standard Specifications for Public Works Construction", 2024 Edition, and current revisions.
 - 1. The word "Engineer" in the Standard Specifications shall be construed to mean the Park Planner.
- B. AASHTO: Reference to AASHTO refers by number, letter, or both, to the latest standard or tentative standard of the American Association of State Highway and Transportation Officials as to material specification or methods of testing, whichever the case may be.
- C. ASTM: Reference to ASTM refers by number, letter, or both, to the latest standard or tentative standard of the American Society of Testing and Materials as to material specifications or methods of testing, whichever the case may be.
- D. AAN: Reference to AAN refers to American Association of Nurserymen.
- E. ANSI: Reference to ANSI refers by number, letter, or both, to the latest standard or tentative standard of the American National Standards Institute, Inc. as to material specifications or methods of testing, whichever the case may be.

1.05 ORDER OF CONSTRUCTION:

- A. All work under this division shall be adapted to the progress and order of construction of other work under the project, and to this end, the Contractor shall carry out this part of the work in such an order as the Park Planner may direct.
- B. The Contractor shall exercise all necessary care to cause no damage to subsurface improvements and shall restore to its previous condition any such work damaged by his operation at his own expense.
- C. Any and all areas outside the contract limit lines that may be disturbed during the progress of the work shall be restored as directed by the Park Planner to their original condition at the Contractor's expense.

1.06 PROTECTION OF PROPERTY:

- A. The work under this Contract shall be executed in such a manner that no damage or injury will occur to the public, to all properties and structures off or on the site which may be in any way affected by the operations under the Contract, to streets, paving, gas, water, electrical or any other pipes, mains, conduits, overhead utility wires, existing trees and vegetation, and to all other property. Should any damage or injury be caused by the Contractor, or anyone in his employ, or by the work under this Contract, the Contractor shall, at his own expense, make good such damage and assume all responsibility for such without cost to the Owner.

1.07 INTENT:

- A. These Specifications, with the accompanying Drawing(s), are intended to describe and illustrate all material, labor and equipment necessary for the purchase and installation of work as described and detailed in the plans and other specification sections.
- B. For convenience of references, these Specifications are separated into titled Divisions and Sections. Such separations shall not, however, operate to make the Park Planner an arbiter to establish limits to contracts between the Contractor and Subcontractors. The Division of the Specifications do not necessarily define the limits of the Contractor's subcontracts, the work of any one subcontract may include items specified in several Divisions or Sections. The General Contractor may sublet work as he sees fit, but it is his responsibility to see that all work shown on the Drawings and/or specified is completed in accordance with the Contract.
- C. All materials shall be furnished and all work shall be accomplished in strict accordance with the grades or standards of materials, standard of workmanship, and manufacturer's specifications listed or mentioned in these documents.
- D. The listing or mention of materials shall be sufficient indication that all such materials shall be furnished by the Contractor, in accordance with the grades or standards indicated, free from defects impairing strength, durability or appearance and in

sufficient quantity for the proper and complete execution of the work, unless specifically stated otherwise.

- E. The listing or mention of any method of installation, erection, fabrication or workmanship shall not operate to make the Contractor an agent, but shall be for the sole purpose of setting a standard of quality for the finished work. The Contractor is free to use any alternate method, provided only that, prior to the start of such work, such an alternate method is approved in writing by the Park Planner, resulting in a quality equal to that intended by these documents. Unless an alternate method is approved, all work shall be in strict accordance with all methods of installation, erection, fabrication and workmanship listed or mentioned herein.

1.08 CORRELATION OF DRAWINGS AND SPECIFICATIONS:

- A. In general, the specifications will describe the "quality" of the work and the drawings, the "extent" of the work. The drawings and specifications are cooperative and supplementary, and each item of the work is not necessarily mentioned in both the drawings and the specifications. All work necessary to complete the project, so described is to be included in this Contract.
- B. In case of disagreement between the drawings and the specifications, or within either document itself, the better quality or greater quantity of work shall be estimated and the matter drawn to the Park Planner's attention for decision and/or adjustment. When work done by the Contractor without consulting the Park Planner, when the same requires a decision, shall be done at the Contractor's risk.
- C. Omissions or Errors: If any omissions or errors are noted or instructed at variance with the obvious intent of the documents, it is the responsibility of the Contractor to call them to the Park Planner's attention before signing the Contract.

1.09 WORK SCHEDULE AND COST BREAKDOWN:

- A. The work is to be carried to completion with utmost speed. The General Contractor shall furnish to the Park Planner a progress schedule, showing anticipated starting and completion dates for the various Divisions of the work. This schedule shall be furnished to the Park Planner prior to the General Contractor's first Requisition for Payment.
- B. All work shall be done in accordance with the requirements of the City of Omaha Standard Specifications for Public Works Construction 2024 and current revisions, except as modified by these Specifications. If a conflict exists between City of Omaha Standard Specifications and the project Specifications, the more stringent specification shall govern.
- C. All local, municipal, and state laws and regulations governing any portion of this work are incorporated into these specifications and their provisions shall be carried out by the Contractor.
- D. The Contractor shall be responsible for obtaining all permits and paying all fees for construction. City permits will be issued at no charge.
- E. This project is state and city sales tax exempt.

1.10 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Park Planner and paid for by the Owner. The initial Application for Payment, the Application for Payment at the time of "Substantial Completion", and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Shall be outlined as in Section 00_70_00, "General Conditions of the Contract for Construction".
- C. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as form for Applications for Payment.

- D. Application Preparation: Complete every entry on the form. Include notarization and executed by a person authorized to sign legal documents on behalf of the Contractor. The Park Planner will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

1.11 MODIFICATION PROCEEDURES:

- A. Minor Changes In The Work: The Park Planner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time as a "Memorandum" on the Park Planner's letterhead when required.
- B. Change Order Proposal Requests:
1. Owner Initiated Proposal Requests: The Park Planner will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - a. Proposal requests issued by the Park Planner are for information only. Do not consider them as instruction either to stop work in progress or to execute the proposed change.
 - b. Within twenty (20) days of receipt of a proposed request, submit an estimate of cost necessary to execute the change to the Park Planner for the Owner's review.
 1. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

2. Indicate applicable delivery charges, equipment rental and amounts of trade discounts.
 3. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 2. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a written request for a change to the Park Planner.
 3. Proposal-Request Form: Use the letterhead of the Park Planner for Owner-Initiated Proposal Requests and the letterhead of the Contractor for Contractor-Initiated Proposal Requests.
- C. Construction Change Directive:
1. Construction Change Directive:
 - a. When the Owner and Contractor disagree on the terms of a Proposal Request, the Park Planner may issue a Construction Directive on the Park Planner's letterhead. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - b. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
 2. Documentation:
 - a. Maintain detailed records on a time and materials basis of work required by the Construction Change Directive.
 - b. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

- D. Change Order Procedures: Upon the Owner's approval of a Proposal Request, a Change Order will be prepared by the Park Planner and issued for signatures, using the City of Omaha's Parks, Recreation and Public Property's standard change order form.

1.12 COORDINATION AND MEETINGS:

- A. Coordination: Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection and operation.
1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 3. Make provisions to accommodate items scheduled for later installation.
- B. Preconstruction Conference: Park Planner will schedule a preconstruction conference after approval of the contract/purchase order by the City Council and prior to any work beginning on the project.
1. Attendance Required: Owner, Park Planner and Contractor.
- C. Progress Meetings: The Park Planner shall schedule and administer meetings throughout progress of the Work. Meetings may be scheduled on a regular basis or may be scheduled only when needed, depending on the nature of the project.
- D. Submittals:
1. Staff Names: At the pre-construction meeting, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals, their duties and responsibilities. List their addresses and telephone numbers.

2. Subcontractor Names: At the pre-construction meeting, submit a list of the Contractor's Subcontractors for the project. Identify individuals, their duties and responsibilities. List their addresses and telephone numbers.

1.13 FIELD ENGINEERING - SURVEYING:

- A. Quality Control:
 1. Employ a Land Surveyor registered/licensed in the State of Nebraska.
 2. Submit evidence of Surveyor's E&O insurance coverage in the form of an insurance certificate.
- B. Submittals:
 1. Submit name, address and telephone number of Surveyor before starting survey work.
 2. Submit documentation verifying accuracy of survey work.
- C. Project Record Documents:
 1. Maintain a complete and accurate log (AS-BUILT PLANS) of control and survey work as it progresses.
- D. Survey Requirements:
 1. Provide field engineering services. Utilize recognized engineering survey practices.
 2. Establish a minimum of two (2) permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project Record Documents.
 3. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - a. Site improvements including pavements and synthetic turf
 - b. Stakes for grading, including fill and topsoil placement.
 - c. Utility locations, slopes and invert elevations.
- D. Periodically verify layouts by same means.

- E. Periodically verify that construction elements are within specified tolerances.

1.14 SUBMITTALS:

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- B. Park Planner's Action: Except for submittals for the record or information, where action and return is required, the Park Planner will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
 - 1. Action Stamp: The Park Planner will stamp each submittal with a uniform, action stamp. The Park Planner will mark the stamp appropriately to indicate the action taken, as follows:
 - a. No Exceptions Taken: When the Park Planner marks a submittal "No Exceptions Taken", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - b. Make Corrections Noted: When the Park Planner marks a submittal "Make Corrections Noted", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 - c. Amend and Resubmit: When the Park Planner marks a submittal "Amend and Resubmit", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

1. Do not use, or allow others to use, submittals marked "Amend and Resubmit" at the Project site. Or elsewhere where Work is in progress.
- d. Rejected - Resubmit - See Remarks: When the Park Planner marks a submittal "Rejected - Resubmit - See Remarks", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 1. Do not use, or allow others to use, submittals marked "Rejected - Resubmit - See Remarks" at the Project site. Or elsewhere where Work is in progress.
- C. Unsolicited Submittals: The Park Planner will return unsolicited submittals to the sender without action.

1.15 CONTRACTOR'S CONSTRUCTION SCHEDULE:

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit at the pre-construction meeting if at all possible. If not possible, submit within 30 days after the "Notice To Proceed" has been issued.
 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".

1.16 QUALITY CONTROL:

- A. Quality Assurance/Control Of Installation:
 1. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

2. Comply fully with manufacturers' instructions, including each step in sequence.
3. Should manufacturers' instructions conflict with contract Documents, request clarification from the Park Planner before proceeding.
4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
5. Perform work by persons qualified to produce workmanship or specified quality.
6. Secure Products in place with positive anchorage devices designated and sized to withstand stresses, vibration, physical distortion or disfigurement.

B. References:

1. Conform to reference standard by date of issue current on date for receiving bids.
2. Should specified reference standards conflict with Contract Documents, request clarification from the Park Planner before proceeding.
3. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

C. Inspection And Testing Laboratory Services:

1. The Owner may appoint, employ, and pay for services of an independent firm to perform inspection and testing.
2. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Park Planner.
3. Reports will be submitted by the independent firm directly to the Park Planner and the Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

- a. Notify the Park Planner and independent firm forty-eight (48) hours prior to expected time for operations requiring services.
 - b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
5. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Park Planner. Payment for retesting will be charged to the Contractor by deduction inspection or testing charges from the Contract Sum.

1.17 REFERENCE STANDARDS AND DEFINITIONS:

A. Definitions:

1. "Approved": The term "approved", when used in conjunction with the Park Planner's action on the Contractor's submittals, applications, and requests, is limited to the Park Planner's duties and responsibilities as stated in the Conditions of the Contract.
2. "Directed": Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean directed by the Park Planner, requested by the Park Planner, and similar phrases.
3. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
4. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
5. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection,

application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- a. "Experienced": The term "experienced", when used with the term "installer", means having successfully completed a minimum of three previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- b. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

6. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

C. Industry Standards:

1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
3. Conflicting Requirements:
 - a. Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.

Refer uncertainties and requirements that are different, but apparently equal, the Park Planner for a decision before proceeding.

- b. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Park Planner for a decision before proceeding.

4. Copies of Standards:

- a. Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- b. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

1.18 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:

A. Temporary Electricity:

- 1. If the Contractor feels that temporary electricity is needed for any portion of the Work then the contractor shall provide temporary power from portable generators as necessary.

B. Temporary Lighting:

- 1. If the Contractor feels temporary lighting is needed for any portion of the Work, then the Contractor shall provide, maintain and pay for it.

C. Telephone Service:

- 1. If the Contractor feels temporary phone service is needed for any portion of the Work, then the Contractor shall provide, maintain and pay for it.

- D. Temporary Water Service:
1. Connect to existing water source for limited construction operations. Water source is city water source (Metropolitan Utilities District). The contractor is responsible for pay all fees and water usage costs.
- E. Temporary Sanitary Facilities: Existing facilities located in the park shall not be used by the Contractor or any of his subcontractors during construction operations. The Contractor shall provide, maintain and pay for useable sanitary facilities and enclosures in areas of work. Maintain temporary sanitary facilities and enclosures daily in clean and sanitary condition.
- F. Barriers: Provide, maintain and pay for barriers and temporary construction fencing to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition where the Contractor feels they are necessary.
1. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- G. Temporary Construction Fencing:
1. Contractor shall provide, install and maintain fencing around the construction site as shown on the drawings.
- H. Soil Erosion And Sediment Control Measures:
1. Contractor shall provide, install and maintain the appropriate erosion and sediment control measures as shown on the plans.
 2. All erosion and sediment control measures shall meet the requirements of the "Omaha Regional Stormwater Design Manual, Revised June 2014.
 3. All erosion and sediment control measures shall be maintained by the Contractor until all sources of erosion and sedimentation have been eliminated.

4. The Contractor shall be responsible for removing erosion and sediment control measures and restoring areas to the satisfaction of the Owner.
- I. Water Control:
1. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment when and where necessary
 2. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- J. Property Security:
1. Protection at Night and when Work is not in Progress: The Contractor shall be solely responsible for damage, loss or liability, due to the theft or vandalism when work is not in progress at night, weekends, or holidays.
 2. Precaution must be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, Building and Construction Codes, must be observed. The Contractor shall take, or cause to be taken, such additional safety and health measures as are reasonably necessary. Machinery, equipment and other hazards guarded in accordance with the safety provisions of the Manual of Accident Prevention In Construction of America, to the extent that such provisions are not in contravention of applicable laws.
 3. It shall be the responsibility of the Contractor to protect and preserve, in operating condition, all utilities traversing the work area. Damage to any utility due to work under this Contract shall be repaired by the Contractor to the satisfaction of the Park Planner.
 4. Prohibit traffic or storage upon finished pavements, seeded areas, etc.
 5. Prohibit traffic from landscaped areas.
- K. Fire Extinguishers: Provision of fire extinguishers in the area under construction is required from the standpoint of controlling incipient fires promptly.

- L. Security: Provide appropriate security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- M. Parking and Access To The Site:
1. Contractor shall provide adequate parking within the site for all employees.
 - a. Parking along the adjacent roadways shall be allowed pending the approval by the public works department. The contractor is required to submit a parking plan to public works for approval.
- N. Progress Cleaning:
1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 2. Broom and clean exterior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 3. Remove waste materials, debris, and rubbish from site weekly and dispose off-site.
 4. Water sprinkling and/or other measures should be taken to limit the amount of dust and dirt rising and scattering in the air.
- O. Project Identification: No signs are allowed without Owner permission except those required by law.
- P. Removal Of Utilities, Facilities, And Controls:
1. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion.
 2. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
 3. Clean and repair damage caused by installation or use of temporary work.
 4. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.20 CONTRACT CLOSEOUT:

- A. Substantial Completion: Substantial Completion shall mean that the Work is one hundred percent (100%) complete.
- B. Final Inspection And Acceptance:
 - 1. In the Application for Payment that coincides with, or first follows, the date of "Substantial Completion" is claimed; show one hundred percent (100%) completion for the Work claimed as substantially complete.
 - 2. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 3. If one hundred percent (100%) completion cannot be shown, then the Work is not "Substantially Complete". Contractor shall include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
- C. Inspection Procedures: On receipt of a request for inspection, the Park Planner will either proceed with inspection or advise the Contractor of unfilled requirements. The Park Planner will prepare the "Certificate of Substantial Completion" following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Park Planner will repeat inspection when requested and assured that the Work is "Substantially Complete".
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- D. Re-inspection Procedure: The Park Planner will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Park Planner.

1. Upon completion of re-inspection, the Park Planner will prepare a certificate of final acceptance. If the Work is incomplete, the Park Planner will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.
 2. If necessary, re-inspection will be repeated.
- E. Final Project/Contract Closeout: Before requesting final closeout of the project and contract and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional charges to the Contract Sum.
 3. Submit a copy of the Park Planner's final inspection list of items to be completed or corrected. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 4. Submit consent of surety to final payment.
 5. Submit a final liquidated damages settlement statement.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- F. Record Document Submittals:
1. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Park Planner's reference during normal working hours.
 2. Record Drawings: Maintain a clean, undamaged set of blue- or black-line white prints of Contract Documents and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work

as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

G. Closeout Procedures:

1. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installer's are not experienced in operation and maintenance procedures.

H. Final Cleaning

1. General: The General Conditions require general cleaning during construction. Complete the following cleaning operations before requesting inspection for certification of "Substantial Completion".
 - a. Leave concrete and asphaltic concrete pavement surfaces broom clean.
 - b. Clean the site of rubbish, litter, and other foreign substances. Sweep paved areas and resilient surfacing areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
 - c. Clean all storm drainage structures and pipe of dirt, silt, rubbish, litter and other foreign debris.
2. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
 - a. Remove all siltation fencing and other erosion and sediment control measures only when all sources of erosion have been eliminated.

- b. Contractor shall maintain all erosion and sediment control measures until they are removed.
- c. Remove all perimeter construction security fencing.
- 3. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn wastes materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
 - a. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

PART 2 - PRODUCTS

Not used in this Section.

PART 3 - EXECUTION

Not used in this Section.

END OF SECTION

SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. The Contractor shall properly winterize the referenced commercial irrigation systems as directed by City personnel. The services provided are intended to supplement the City's effort in maintaining the existing systems. The winterization work shall be performed approximately October 1st to the second week of November, and shall be scheduled with City personnel. Weather conditions may accelerate the schedule.

1.02 WINTERIZATION:

- A. Work shall include but not be limited to the following in order to insure a complete system shut down:
 - 1. Shut off all existing water devices feeding irrigation systems at the main shut off, paying special attention that the shut offs may bleed by;
 - 2. Blow out all lines individually using appropriate size air compressor;
 - 3. Utilize industry acceptable capacity range of 50-60 PSI and 185-250 CFM;
 - 4. Insure proper displacement of all water in the lines and heads;
 - 5. Method of line blow out used shall develop a fine mist spray before moving on to the next zone;
 - 6. Insure all water is removed that subsequently may settle in any lines;
 - 7. If valves may not operate by controller, they may need to be opened manually;
 - 8. Contractor to verify all zones have been properly winterized
 - 9. Contractor to assume there are no drawings or as-builts for irrigation systems;
 - 10. City Plumber may pull back flows and open the drain downs where applicable;

11. Contractor shall warranty their work from freeze breaks until the next winterization. If repairs are needed due to freezing, repairs shall be done immediately as they are discovered
- B. Contractor shall take measures to preclude excessive friction and heat built-up, due in part to the rapid introduction of forced pressurized air into the irrigation system during blowout.
- C. Contractor shall assume the following phasing for irrigation system winterization: 1) Pools, 2) Splash Pads, 3) Parks (non-sports fields), 4) Sports Fields.
- D. The Parks Department shall coordinate access to all facilities and valve boxes with the selected contractor after award.
- E. Contractor shall assume that all systems have been maintained in good condition prior to winterization.

1.03 SYSTEMS REPAIR:

- A. The Contractor shall inform the Park Planner of the condition of the irrigation system they encounter as they winterize and suggest repairs for the following season. No service or repair shall be performed without prior approval of Park Planner. A written repair quote shall be provided prior to any work taking place. If a repair has to be done immediately to properly winterize the system, authorization may be provided without requiring the Contractor to submit a written repair quote.
- B. Contractor shall have the equipment and supplies to perform required repairs. Contractor shall repair irrigation systems in compliance with industry standards, all local codes, and manufacturer specifications and guidelines.

1.04 CERTIFICATES:

- A. The Contractor shall hold a valid Lawn Sprinkler Contractor License as required by City of Omaha Permits & Inspections. License requirements may be found in the Omaha Municipal Code, Chapter 49 – Plumbing, Division 7 – Lawn Sprinkler Contractor License.

1.05 LOCATIONS:

- A. The Contractor shall perform the irrigation system winterization at the following locations:
1. All Play Water Park (Seymour Smith Park) – 6802 Harrison St, Omaha NE 68127 – 12 zones
 2. Andersen Park Ball Fields – 13625 Cottner St, Omaha NE 68137 – 6 baseball fields, 39 zones
 3. Benson Park Soccer (Dill Park) – 7002 Military Ave, Omaha NE 68104 – 3 soccer fields, 15 zones
 4. Benson Park Water Park – 7028 Military Ave, Omaha NE 68104 – 8 zones
 5. Bob Campos Soccer Complex – 5035 S 33rd St, Omaha NE 68107 – 3 soccer fields, 15 zones
 6. Boyd Field West – 4201 N 16th St, Omaha NE 68110 – Unknown number of zones (small system)
 7. Cancer Survivor Park – 105th and Pacific Sts, Omaha NE 68114 – 8 zones
 8. Christie Heights Ballfields – 3623 P St, Omaha NE 68107 – Unknown number of zones (small system)
 9. Columbus Park – 1329 S 24th St, Omaha NE 68108 – Unknown number of zones (small system)
 10. Commonground Community Center – 1701 Veterans Dr, Elkhorn NE 68022 – 6 zones
 11. Dewey Dog Park – 550 Turner Blvd, Omaha NE 68105 – 4 zones, 3 quick couplers.
 12. Dill Ball Fields – 7002 Military Ave, Omaha NE 68104 – 4 baseball fields, 26 zones
 13. Discovery Soccer Complex – 13502 Discovery Drive, Omaha NE 68137 – 7 soccer fields, 16 zones
 14. Dodge Park Ball Fields – 11001 John J Pershing Drive, Omaha NE 68112 – 4 baseball fields, 19 zones

15. Dodge Park Soccer – 11001 John J Pershing Drive, Omaha NE 68112 – 8 soccer fields, 40 zones
16. Elmwood Pool – 606 Happy Hollow Blvd, Omaha NE 68106 – 6 zones
17. Fontenelle Baseball Field (west) – 4401 Fontenelle Blvd, Omaha NE 68104 – Unknown number of zones (small system)
18. Gerald R. Ford's Birthsite – 3212 Woolworth Ave, Omaha NE 68105 – 13 zones
19. Gallagher Pool – 2936 N 52nd St, Omaha NE 68104 – 10 zones
20. Gallagher Water Park – 2936 N 52nd St, Omaha NE 68104 – Unknown number of zones (small system)
21. Hanscom Park – 3201 Woolworth Ave, Omaha NE 68105 – 2 controllers, 10 zones, 10 zones
22. Hanscom Park Greenhouse – 1705 S 32nd Ave, Omaha NE 68105 – 3 controllers, 6 zones, 6 zones, 6 zones
23. Hanscom Park Pool – 3110 Ed Creighton Ave, Omaha NE 68105 – 6 zones
24. Hillside Little League – 7816 Western Ave, Omaha NE 68114 – 6 baseball fields, 26 zones
25. Hummel Park Nature Center – 3033 Hummel Park Rd., Omaha NE 68112 – 1 controller, 2 zones, pondless waterfall fill and pump.
26. Jerry Parks Football Complex – 1500 Cornish Blvd., Omaha NE 68112 – 2 football fields
27. Johnny Goodman Golf Clubhouse – 6111 S 99th St, Omaha NE 68127 – Unknown number of zones (small system)
28. Kelly Ball Fields (north) – 12302 Fort St, Omaha NE 68164 – 4 baseball fields, 16 zones
29. Kelly Ball Fields (south) – 12302 Fort St, Omaha NE 68164 – 4 baseball fields, 24 zones

30. Koch Family Tennis Center – 12440 W Maple Rd, Omaha NE 68164 – Unknown number of zones (small system)
31. Kountze Water Park – 3505 Florence Blvd, Omaha NE 68110 – Unknown number of zones (small system)
32. Lamp Park – 113 N 114th St, Omaha NE 68154 – 8 baseball fields, 46 zones
33. Lee Valley Water Park – 10605 Charles St, Omaha NE 68114 – Unknown number of zones (small system)
34. Legion Ball Field (Ta Ha Zouka Park) – 905 Elkhorn Dr, Elkhorn NE 68022 – 1 baseball field, 6 zones
35. Levi Carter Park Water Park – 809 Carter Lake Shore Drive West, Omaha NE 68110 – 4 zones
36. Lynch Park – 2200 S 21st St, Omaha NE 68108 – 2 baseball fields, 11 zones
37. Memorial Park – 6005 Underwood Ave, Omaha NE 68132 – 3 controllers – 4 zones, 24 zones, 12 zones
38. Miller Park Pool – 6275 N 30th St, Omaha NE 68107 – 11 zones
39. Mission Park – Harrison St, Omaha NE 68135 – 5 soccer fields, 12 zones
40. Mockingbird Community Center – 10242 Mockingbird Dr., Omaha NE 68127 – unknown number of zones (small system)
41. Montclair Community Center – 2304 S 135th Ave., Omaha NE 68144 – unknown number of zones (small system)
42. Morton Park Water Park – 5724 S 41st St, Omaha NE 68107 – 10 zones
43. Oak Heights Pool – 10205 U St, Omaha NE 68127 – 9 zones
44. One Pacific Place Park – One Pacific Place, Omaha NE 68124 – unknown number zones (small system)
45. Seymour Smith Park Baseball – 6802 Harrison St, Omaha NE 68127 – 1 baseball field, 18 zones

46. Seymour Smith Park Softball – 6802 Harrison St, Omaha NE 68127 – 4 softball fields, 16 zones
47. Seymour Smith Park Soccer – 6802 Harrison St, Omaha NE 68127 – 3 soccer fields, 14 zones
48. Subby Anzaldo Columbus Park Community Center – 1523 S 24th St, Omaha NE 68108 – Unknown number of zones (small system)
49. Ta Ha Zouka Park Softball - 905 Elkhorn Dr, Elkhorn NE 68022 – 1 softball field, 9 zones
50. Ta Ha Zouka Park Football (Smith Field) - 905 Elkhorn Dr, Elkhorn NE 68022 – 1 football field, 10 zones
51. Ta Ha Zouka Park Soccer - 905 Elkhorn Dr, Elkhorn NE 68022 – 8 soccer fields, 9 zones (3 controllers)
52. Ta Ha Zouka Park restroom irrigation – 905 Elkhorn Drive NE 68022 – 4 zones
53. Towl Park – 9310 West Center Rd, Omaha NE 68124 – 1 baseball field, 14 zones
54. Westchester Park Ball Fields – 13931 O St, Omaha NE 68137 – 4 baseball fields, 20 zones
55. Weircrest Soccer – 68132 Weir St, Omaha NE 68117 – 2 soccer fields, 19 zones
56. Zorinsky Soccer – Zorinsky Lake, 156th & F ST, Omaha NE 68135 – 3 soccer fields, 16 zones
57. Zorinsky Baseball – Zorinsky Lake, S 168th Ave, Omaha NE 68135 – 5 baseball fields, 24 zones
58. Zorinsky Pool – 3808 S 156th St, Omaha NE 68130 – 12 zones
59. Bob Kerry Bridge Plaza irrigation – 705 Riverfront Dr, Omaha NE 68102 – 20 zones
60. Miller’s Landing – 151 Freedom Park Rd, Omaha NE 68102 – 52 zones
61. Riverfront Irrigation – along riverfront drive from Abbot Dr to 8th St – 41 zones
62. Martin Luther King Memorial - 24th and Lake St, Omaha NE – 4 zones

63. City of Omaha Park Maintenance – 1523 S 24'th St, Omaha NE 68108 – 8 zones

END OF SECTION

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