City of Ogallala

411 East 2nd Street
Ogallala, NE 69153
Phone 308-284-3607
City Fax 308-284-6565

MAY 26, 2015

AGENDA ATTACHMENTS

2.A. Minutes of the Regular Meeting held May 12, 2015.
2.B. Claims.
2.C. O.V.F.D. – Probationary Membership of Kenneth Carl (KC) Bang.
2.D. O.V.F.D. – Probationary Membership of Haley Gies.
2.E. Application for a Journeyman License – Dan Dailey (Snell Services).
5.A. Application for a special designated liquor license for the Ogallala/Keith County Chamber of Commerce event to be held 7-18-15 from 6 PM to 1 AM.
5.B. Application for a special designated liquor license for the Ogallala/Keith County Chamber of Commerce event to be held 8-15-15 from 10 AM to 10 PM.
5.C. Application for a special designated liquor license for the Ogallala/Keith County Chamber of Commerce event to be held 9-24-15 from 10 AM to 1 AM; 9-25-15 from 10 AM to 1 AM and 9-26-15 from 10 AM to 1 AM.
6.A. Community Development – Rendezvous Square Management Agreement.
6.B. Street – Plans, specifications, advertising and bid opening Ogallala Paving 2015-1.
6.C. Water - Water Well Water Improvements 2009 (Sargent Drilling, Co.) - Change order #1.
6.D. Water –Water Well Water Improvements 2009 (Sargent Drilling, Co.) – Approval and acceptance of completed job.
6.E. Water – Water Well Water Improvements 2009 (Sargent Drilling, Co.) – Pay Request (final).

EQUAL HOUSING OPPORTUNITY

REGULAR MEETING OF THE CITY COUNCIL

MAY 12, 2015

A Regular Meeting of the City Council of the City of Ogallala, Nebraska, was held at City Hall Council Chambers in said City on the 12th day of May 2015, at 7:00 o'clock P.M. Present were: President of the Council: Harold Peterson; Council Members: Darrell G. Bassett, Kevin Block, Karl Elmshaeuser and Rodger Rankin. Absent: None. City Manager: Aaron Smith; City Clerk: Jane M. Skinner; City Attorney: Michael McQuillan.

Notice of the was given in advance thereof by publishing one time in the Keith County News and posting at the City Hall Administration Building as shown by the Certificate of Publication and Posting Notice attached to these Minutes. Notice of this meeting was simultaneously given to the President and to all members of the Council on May 8, 2015 and a copy of their Acknowledgement of Receipt of Notice and the Agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the Notice to the President and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The President of the Council stated this meeting is being convened in accordance with the Open Meetings Act and acknowledged a copy of the Open Meetings Act being duly posted in the southeast Corner of Council Chambers.

Council President Peterson opened a public hearing regarding a request to allow a daycare facility located at 717 East 1st legally described as Lot 7,8, Block 30, Original Town. (Kirstin and Sarah Burnside) at 7:01 P.M.

Ken Knoepfel, Planning and Zoning Administrator, and Sarah Burnside addressed the council regarding a request to allow a daycare facility located at 717 East 1 Street.

Council President Peterson opened a public hearing regarding a request for special exception to place a 96 square foot off-premise billboard advertising sign on property described as Lot 3, Block 1, Ogallala North Business Park Replat # 1. (Keith County Chamber Retail Committee) at 7:01 P.M.

Ken Knoepfel, Planning and Zoning Administrator addressed the council regarding a request for special exception to place a 96 square foot off-premise billboard advertising sign on property described as Lot 3, Block 1, Ogallala North Business Park Replat # 1.

Mayor Peterson proclaimed May 10 – 16, 2015 as Police Week.

Mayor Peterson proclaimed the month of May 2015 as Foster Care Month.

Councilman Rankin moved to approve Kourtnie Magness and Levi Gardners' Livestock/Fowl Permit for up to four 4-H hens at 609 West 4th Street. Councilman Elmshaeuser seconded the motion. The following council members voted Yes: Karl Elmshaeuser, Harold Peterson and Rodger Rankin. No: Darrell Bassett and Kevin Block. Absent: None. Motion declared carried.

Councilman Bassett moved to approve the minutes of the regular meeting held April 28, 2015. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. No: None. Absent: None. Motion declared carried.

Jane Skinner, City Clerk presented the financial report for April 2015.

Councilman Bassett moved to approve the claim, payable to Midwest Turf and Irrigation for $21,432. Council President Peterson seconded the motion. The following council members voted Yes: Darrell Bassett and Harold Peterson. No: Karl Elmshaeuser and Rodger Rankin. Absent: None. Abstain: Kevin Block. Motion declared failed.

2.A.

Councilman Bassett introduced a resolution amending the city of Ogallala job title directory and the job title salary range table and creating the job description for Police Corporal. Councilman Elmshaeuser seconded the motion. Upon roll call vote, the following Council Members voted "Yes": Darrell G. Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. The following council Members voted "No": None. Absent: None. Motion declared carried and Resolution No. 1447 adopted, a copy of said Resolution being attached hereto and by this express reference, incorporated herein and made a part hereof.

Frank Svoboda; Kendra Caskey, Library Director; and Rod Ruzanic addressed the council regarding the amendment to agreement for exchange of real estate with the School District.

Councilman Block moved to approve the First Amendment to the Exchange Agreement with Ogallala Public Schools and authorize the Council President to execute the First Amendment. Councilman Bassett seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Harold Peterson and Rodger Rankin. No: None. Absent: None. Abstain: Karl Elmshaeuser. Motion declared carried.

Dell Simmerman, Fire Chief presented the Ogallala Volunteer Fire Department annual report for 2014.

Council President Peterson closed a public hearing regarding a request to allow a daycare facility located at 717 East 1st legally described as Lot 7,8, Block 30, Original Town. (Kirstin and Sarah Burnside) at 8:11 P.M.

Councilman Bassett moved to allow a request for special exception for a day care/pre-school on property described as 717 East 1st Street more particularly described as Lots 7, 8, Block 30, Original Town. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. No: None. Absent: None. Motion declared carried.

Council President Peterson closed a public hearing regarding a request for special exception to place a 96 square foot off-premise billboard advertising sign on property described as Lot 3, Block 1, Ogallala North Business Park Replat # 1. (Keith County Chamber Retail Committee) at 8:12 P.M.

Councilman Bassett moved to allow a request for special exception to allow an off-premise billboard sign 96 square feet in area to be located on Lot 3, Block 1, Ogallala North Business Park Replat # 1. Provided that final design is approved by the City Manager and that the sign complies with applicable safety standards. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. No: None. Absent: None. Motion declared carried.

Aaron Smith, City Manager addressed the council regarding a request for signage near Pony Express Land and Oregon Trail Drive directing individuals to local areas of interest.

There being no further business to come before the council, Councilman Block moved to adjourn. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell G. Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. No: None. Absent: None. Motion declared carried and the meeting adjourned at 8:17 P.M.

Jane M. Skinner
City Clerk

Approved:

2.A.

Harold L. Peterson
Council President

STATE OF NEBRASKA)
)
COUNTY OF KEITH) SS.
)
CITY OF OGALLALA)

I, Jane M. Skinner, the undersigned, City Clerk for the City of Ogallala, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the Agenda for the meeting of May 12, 2015 kept continuously current and available for public inspection at the office of the City Clerk; that such subjects were contained in said Agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the Minutes of the President and Council of the City of Ogallala, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Jane M. Skinner
City Clerk

(S E A L)

2A

SUMMARY OF MINUTES OF REGULAR MEETING OF THE OGALLALA CITY COUNCIL

HELD AT CITY HALL COUNCIL CHAMBERS 7:00 P.M. MAY 12, 2015

Present were: President of the Council: Harold Peterson. Council Members: Darrell Bassett, Kevin Block, Karl Elmshaeuser and Rodger Rankin. Absent: None. City Manager: Aaron Smith; City Clerk: Jane Skinner; City Attorney: Michael McQuillan.

Opened a public hearing regarding a request to allow a daycare facility located at 717 East 1st legally described as Lot 7,8, Block 30, Original Town. (Kirstin and Sarah Burnside) at 7:01 P.M.

Ken Knoepfel, Planning and Zoning Administrator, and Sarah Burnside addressed the council regarding a request to allow a daycare facility located at 717 East 1 Street.

Opened a public hearing regarding a request for special exception to place a 96 square foot off-premise billboard advertising sign on property described as Lot 3, Block 1, Ogallala North Business Park Replat # 1. (Keith County Chamber Retail Committee) at 7:01 P.M.

Proclaimed May 10 – 16, 2015 as Police Week.

Proclaimed the month of May 2015 as Foster Care Month.

Moved to approve Kourtnie Magness and Levi Gardners' Livestock/Fowl Permit for up to four 4-H hens at 609 West 4th Street. Carried.

Moved to approve the minutes of the regular meeting held April 28, 2015. Carried.

Presented the financial report for April 2015.

Moved to approve the claim, payable to Midwest Turf and Irrigation for $21,432. Failed.

Introduced and approved a resolution amending the city of Ogallala job title directory and the job title salary range table and creating the job description for Police Corporal.

Frank Svoboda; Kendra Caskey, Library Director; and Rod Ruzanic addressed the council regarding the amendment to agreement for exchange of real estate with the School District.

Moved to approve the First Amendment to the Exchange Agreement with Ogallala Public Schools and authorize the Council President to execute the First Amendment. Carried.

Presented the Ogallala Volunteer Fire Department annual report for 2014.

Closed a public hearing regarding a request to allow a daycare facility located at 717 East 1st legally described as Lot 7,8, Block 30, Original Town. (Kirstin and Sarah Burnside) at 8:11 P.M.

Moved to allow a request for special exception for a day care/pre-school on property described as 717 East 1st Street more particularly described as Lots 7, 8, Block 30, Original Town. Carried.

Closed a public hearing regarding a request for special exception to place a 96 square foot off-premise billboard advertising sign on property described as Lot 3, Block 1, Ogallala North Business Park Replat # 1. (Keith County Chamber Retail Committee) at 8:12 P.M.

Moved to allow a request for special exception to allow an off-premise billboard sign 96 square feet in area to be located on Lot 3, Block 1, Ogallala North Business Park Replat #

2A

1. Provided that final design is approved by the City Manager and that the sign complies with applicable safety standards. Carried.

Addressed the council regarding a request for signage near Pony Express Land and Oregon Trail Drive directing individuals to local areas of interest.

Moved to adjourn at 8:17 P.M. Carried.

Jane M. Skinner, City Clerk

Harold L. Peterson, Council President

Publish: June 1, 2015

2A.

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	84A	5/19/2015	NER01	NE DEPARTMENT OF REVENUE	1.20	32-APRIL 2015 SALES TAX
00 12700	84A	5/19/2015	NER01	NE DEPARTMENT OF REVENUE	972.93	40-APRIL 2015 SALES TAX
00 12700	84A	5/19/2015	NER01	NE DEPARTMENT OF REVENUE	288.30	41-APRIL 2015 SALES TAX
00 12700	58256	4/30/2015	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	58256	4/30/2015	12501	125 PLAN	206.91	DEPENDANT CARE-PRETX
00 12700	58257	4/30/2015	EFT01	EFTPS	3,421.34	FEDERAL INCOME TAX
00 12700	58257	4/30/2015	EFT01	EFTPS	2,757.45	FEDERAL INCOME TAX
00 12700	58257	4/30/2015	EFT01	EFTPS	9,301.56	FEDERAL INCOME TAX
00 12700	58257	4/30/2015	EFT01	EFTPS	2,175.32	FEDERAL INCOME TAX
00 12700	58258	4/30/2015	ICM01	ICMA-RC PLAN #108596	532.22	PENSION
00 12700	58259	4/30/2015	MAN02	JOHN HANCOCK FINANCIAL SE	5,327.85	PENSION
00 12700	58259	4/30/2015	MAN02	JOHN HANCOCK FINANCIAL SE	223.18	PENSION
00 12700	58259	4/30/2015	MAN02	JOHN HANCOCK FINANCIAL SE	329.07	PENSION
00 12700	58259	4/30/2015	MAN02	JOHN HANCOCK FINANCIAL SE	188.01	PENSION
00 12700	58259	4/30/2015	MAN02	JOHN HANCOCK FINANCIAL SE	636.50	PENSION
00 12700	58260	4/30/2015	MAN04	JOHN HANCOCK FINANCIAL SE	2,077.50	PENSION
00 12700	58261	4/30/2015	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	58262	4/30/2015	PIN01	PINNACLE BANK	55,393.93	PP9 DIRECT PAY
00 12700	58263	4/30/2015	STA01	STATE OF NEB DEPT OF REV	6,229.66	STATE INCOME TAX
00 12700	58264	5/14/2015	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	58264	5/14/2015	12501	125 PLAN	206.91	DEPENDANT CARE-PRETX
00 12700	58265	5/14/2015	AME01	AMERICAN FAMILY INSURANCE	41.86	AFLAC LIFE
00 12700	58265	5/14/2015	AME01	AMERICAN FAMILY INSURANCE	135.78	AFLAC LIFE
00 12700	58265	5/14/2015	AME01	AMERICAN FAMILY INSURANCE	187.69	AFLAC LIFE
00 12700	58265	5/14/2015	AME01	AMERICAN FAMILY INSURANCE	62.28	AFLAC LIFE
00 12700	58265	5/14/2015	AME01	AMERICAN FAMILY INSURANCE	33.28	AFLAC LIFE
00 12700	58265	5/14/2015	AME01	AMERICAN FAMILY INSURANCE	50.00	AFLAC LIFE
00 12700	58266	5/14/2015	EFT01	EFTPS	3,083.40	FEDERAL INCOME TAX
00 12700	58266	5/14/2015	EFT01	EFTPS	2,557.21	FEDERAL INCOME TAX
00 12700	58266	5/14/2015	EFT01	EFTPS	8,896.06	FEDERAL INCOME TAX
00 12700	58266	5/14/2015	EFT01	EFTPS	2,080.54	FEDERAL INCOME TAX
00 12700	58267	5/14/2015	HAR00	HARTFORD LIFE AND ACCIDEN	449.90	LIFE INSURANCE
00 12700	58268	5/14/2015	HEA01	HOSPITAL & MEDICAL	17,219.00	MEDICAL INSURANCE
00 12700	58268	5/14/2015	HEA01	HOSPITAL & MEDICAL	655.50	MEDICAL INSURANCE
00 12700	58269	5/14/2015	ICM01	ICMA-RC PLAN #108596	532.22	PENSION
00 12700	58270	5/14/2015	MAN02	JOHN HANCOCK FINANCIAL SE	5,356.26	PENSION
00 12700	58270	5/14/2015	MAN02	JOHN HANCOCK FINANCIAL SE	223.18	PENSION
00 12700	58270	5/14/2015	MAN02	JOHN HANCOCK FINANCIAL SE	329.07	PENSION
00 12700	58270	5/14/2015	MAN02	JOHN HANCOCK FINANCIAL SE	188.01	PENSION
00 12700	58270	5/14/2015	MAN02	JOHN HANCOCK FINANCIAL SE	675.58	PENSION
00 12700	58271	5/14/2015	MAN04	JOHN HANCOCK FINANCIAL SE	2,077.50	PENSION
00 12700	58272	5/14/2015	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	58273	5/14/2015	PIN01	PINNACLE BANK	53,043.83	PP10 DIRECT PAY
00 12700	58274	5/14/2015	VAL07	VALLEY BANK-HEALTH SAVING	1,987.50	HSA HEALTH SAVINGS
00 12700	61	4/30/2015	GEN01	GENERAL FUND	1,500.00	10-POSTAGE FOR MACHINE
00 12700	156	5/26/2015	PIN01	PINNACLE BANK	25.00	10-DIRECT DEPOSIT FEES
00 12700	57787	5/18/2015	WIN07	WINTER EQUIPMENT CO	(284.39)	Ck# 057787 Reversed
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	168.28	10-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	32.26	48-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	31.13	21-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	31.14	21-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	50.65	31-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	146.30	32-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	31.13	34-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	93.40	46-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	70.83	40-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	31.13	42-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	31.13	42-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	37.70	38-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	40.16	37-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	27.00	10-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	5.00	48-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	25.00	21-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	5.00	31-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	5.00	36-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	25.00	34-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	40.00	46-PHONE SVC APRIL 2015

2B

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	37.00	40-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	35.00	42-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	5.00	38-PHONE SVC APRIL 2015
00 12700	58275	5/26/2015	ALL06	ALLO COMMUNICATIONS	5.00	37-PHONE SVC APRIL 2015
00 12700	58276	5/26/2015	AND16	JIMMIE D & THERESA L ANDE	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58277	5/26/2015	AOS01	NAPA OGALLALA	6.66	42-CHOKE CLEANER
00 12700	58277	5/26/2015	AOS01	NAPA OGALLALA	47.83	10-OIL FILTER, AIR FILTER, OIL STABILIZER
00 12700	58277	5/26/2015	AOS01	NAPA OGALLALA	18.97	31-WHEEL CLEANER
00 12700	58277	5/26/2015	AOS01	NAPA OGALLALA	61.33	32-BATTERY, AUTO TRANS COND
00 12700	58277	5/26/2015	AOS01	NAPA OGALLALA	29.67	21-HARLEY RAKE
00 12700	58277	5/26/2015	AOS01	NAPA OGALLALA	7.19	21-WIRE
00 12700	58278	5/26/2015	ARC03	ARCMATE MANUFACTURING COR	103.90	34-GRABBERS FOR MOWER
00 12700	58279	5/26/2015	ARN02	ARNOLD POOL CO.	1,089.40	40-SILK TABS, TITRATING REAGENT, CLEAI
00 12700	58279	5/26/2015	ARN02	ARNOLD POOL CO.	40.70	40-ACID REAGENT, DECREASER
00 12700	58279	5/26/2015	ARN02	ARNOLD POOL CO.	119.95	41-POXOLON
00 12700	58279	5/26/2015	ARN02	ARNOLD POOL CO.	3,083.59	41-PROGUARD TABS, FILTER POWDER, M/
00 12700	58279	5/26/2015	ARN02	ARNOLD POOL CO.	89.95	41-DPD TEST
00 12700	58279	5/26/2015	ARN02	ARNOLD POOL CO.	54.10	40-FILTER CLEANER, DECREASER
00 12700	58280	5/26/2015	ASP03	ASPHALT MAINTENANCE & CON	91,300.00	21-ASPHALT RECYCLER
00 12700	58281	5/26/2015	BAL01	BALTZELL VET. CLINIC	30.00	32-EUTHANASIA
00 12700	58282	5/26/2015	BAR05	BARNHILL, MARCIA	7.01	38-POSTER BOARD
00 12700	58283	5/26/2015	BER08	STEPHEN W. & GISELLE B. B	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58284	5/26/2015	BOU01	BOUND TREE MEDICAL, LLC	24.29	36-POWER CABLE
00 12700	58284	5/26/2015	BOU01	BOUND TREE MEDICAL, LLC	142.58	36-SHEET, ELECTRODES, NASAL CANNULA
00 12700	58284	5/26/2015	BOU01	BOUND TREE MEDICAL, LLC	930.72	36-AMB SUPPLIES
00 12700	58284	5/26/2015	BOU01	BOUND TREE MEDICAL, LLC	74.58	36-AIWAY KIT
00 12700	58285	5/26/2015	BRI02	BRIDGE OF HOPE CHILD ADVO	300.00	32-ACUTE MEDICAL EXAM
00 12700	58286	5/26/2015	BRU02	BRUCKNER, MIKE	842.32	32-PP#10, PP#11
00 12700	58287	5/26/2015	BRY01	CLYDE G. BRYANT & SHERI L	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58288	5/26/2015	BSN01	BSN SPORTS-SPORT SUPPLY G	1,064.77	42-BASES, ANCHOR PLUGS
00 12700	58289	5/26/2015	BYE02	SARAH BYERS	100.00	21-WEST 5TH PROJ LEASEHOLD INTEREST
00 12700	58290	5/26/2015	CAN04	CANDY AEROTECH SERVICE, L	1,000.00	46-AIRPORT ATTENDANT DUES FOR MAY
00 12700	58291	5/26/2015	CAS01	CASH-WA DISTRIBUTING	273.20	40-TOWELS
00 12700	58292	5/26/2015	CBA00	CBA LIGHTING & CONTROLS	174.40	46-RUNWAY LIGHTS
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	27.70	10-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	969.25	21-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	145.53	31-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	793.35	32-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	479.47	34-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	64.04	36-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	1,357.94	37-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	342.21	42-FUEL CHARGES MAY 2015
00 12700	58293	5/26/2015	CHS01	CHS GRAINLAND	49.11	48-FUEL CHARGES MAY 2015
00 12700	58294	5/26/2015	CIM01	THE CIMA COMPANIES INC.	1,284.81	38-RENEWAL APPLICATION FOR INS/MEM
00 12700	58295	5/26/2015	CON05	CONTRACTORS MATERIALS	336.20	21-PAINT, BLUE FLAGS
00 12700	58296	5/26/2015	COR04	CORRELL REFRIGERATION INC	42.00	42-REPAIR THERMOSTAT
00 12700	58297	5/26/2015	CRA04	CRANMORE FIRE PROTECTION	168.00	31-EXTINGUISHER INSPECTION, MAINTEN
00 12700	58298	5/26/2015	CRA05	CRANMORE PEST CONTROL LLC	45.00	31-PEST CONTROL
00 12700	58299	5/26/2015	CUL01	CULLIGAN	17.00	21-WATER/DISPENSER
00 12700	58299	5/26/2015	CUL01	CULLIGAN	43.00	32-WATER/DISPENSER
00 12700	58299	5/26/2015	CUL01	CULLIGAN	19.50	34-WATER/DISPENSER
00 12700	58300	5/26/2015	DOL00	DOLLAR GENERAL - MSC	19.00	41-CLEANING SUPPLIES
00 12700	58300	5/26/2015	DOL00	DOLLAR GENERAL - MSC	117.40	41-CLEANING SUPPLIES
00 12700	58300	5/26/2015	DOL00	DOLLAR GENERAL - MSC	7.50	41-OFFICE SUPPLIES
00 12700	58301	5/26/2015	EAK01	EAKES OFFICE PLUS	174.98	10-TONER
00 12700	58302	5/26/2015	EIC01	EICHNER SALES & SERVICE	37.99	34-TRIMMER LINE
00 12700	58302	5/26/2015	EIC01	EICHNER SALES & SERVICE	105.16	42-BATTERY, ACID
00 12700	58302	5/26/2015	EIC01	EICHNER SALES & SERVICE	125.64	42-STIHL SUNGLASSES, TRIMMER LINE
00 12700	58303	5/26/2015	EMS02	EMS BILLING SERVICES INC	1,059.29	36-CK'S REC'D PER CONTRACT
00 12700	58304	5/26/2015	EVE03	EVERCLEAR WINDOW CLEANING	110.00	32-WINDOW CLEANING
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	9.58	21-SPRAYPAINT
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	23.95	21-HAND SOAP, TRASH BAGS, GLOVES
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	2.06	21-FASTENERS
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	23.63	21-KEY, SPRAYPAINT
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	2.28	21-PAINT BRUSH
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	26.22	21-GLOVES, BOLTS
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	43.95	21-HAND CLAMP, GLUE, TAPE

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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	65.23	42-GLOVES
00 12700	58305	5/26/2015	FAR04	JOHN DEERE FINANCIALS	(4.27)	42-TAX REFUND
00 12700	58306	5/26/2015	FAS00	FASTENAL COMPANY	260.60	21-4 DRAWER RACK
00 12700	58307	5/26/2015	FED01	FEDEX	25.83	21-SHIPPING
00 12700	58308	5/26/2015	FRI05	EMMA FRIEDEL & JOBE CASTO	100.00	21-WEST 5TH PROJ LEASEHOLD INTEREST
00 12700	58309	5/26/2015	FYR01	FYR-TEK	520.00	31-FIREFOAM
00 12700	58310	5/26/2015	GAL11	DONALD & KATHRYN GLASSGOW	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58311	5/26/2015	GET01	JEFFREY P. GETTE	200.00	21-WEST 5TH PROJ TEMP/PERM EASEMEI
00 12700	58312	5/26/2015	GOL05	GOLF & SPORT SOLUTIONS	73,291.00	42-FOUR FIELD INFIELD MIX
00 12700	58312	5/26/2015	GOL05	GOLF & SPORT SOLUTIONS	1,720.22	42-FOUR FIELD INFIELD MIX
00 12700	58313	5/26/2015	HAR16	TROY & LAURA HARDWICK	100.00	21-WEST 5TH PROJ LEASEHOLD INTEREST
00 12700	58314	5/26/2015	HEI03	CONNIE & CHARLES HEINIS	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	43.94	32-FUEL CLEANER
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	65.08	46-OIL FILTER, OIL STABILIZER
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	16.14	37-OIL STABILIZER
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	100.79	21-BATTERY
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	84.87	21-FUEL CLEANER, WHITE TOWEL
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	160.68	32-OIL STABILIZER
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	21.11	21-FUSES
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	0.80	21-HEX NUT
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	35.90	42-BASE DRIVER TOOL
00 12700	58315	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	44.07	37-OIL STABILIZER
00 12700	58316	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	29.14	21-TOWELS, MATS
00 12700	58316	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	38.59	10-TOWELS/MATS
00 12700	58316	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	38.62	40-TOWELS, MATS
00 12700	58316	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	29.14	21-TOWELS, MATS
00 12700	58316	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	25.63	10-TOWELS, MATS
00 12700	58316	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	64.14	46-TISSUE
00 12700	58316	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	51.64	10-TOWELS
00 12700	58317	5/26/2015	IIM01	INTL INSTIT MUNI CLERKS	155.00	10-ANNUAL MEMBERSHIP FEE-SKINNER
00 12700	58318	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	83.31	10-TRASH SVC MAY 2015
00 12700	58318	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	83.33	32-TRASH SVC MAY 2015
00 12700	58318	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	85.53	46-TRASH SVC MAY 2015
00 12700	58318	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	131.00	42-TRASH SVC MAY 2015
00 12700	58318	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	72.34	34-TRASH SVC MAY 2015
00 12700	58318	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	131.00	21-TRASH SVC MAY 2015
00 12700	58319	5/26/2015	KCH01	K.C. HOSPITAL AUTHORITY	33,509.02	51-SALES TAX FEB 2015
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	100.00	32-OFFICER AD
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	160.87	10-PUBLISHING
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	22.95	21-PUBLISHING
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	33.92	32-PUBLISHING
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	60.00	34-PUBLISHING
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	10.80	37-PUBLISHING
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	8.10	42-PUBLISHING
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	135.45	48-PUBLISHING
00 12700	58320	5/26/2015	KCN01	KEITH COUNTY NEWS	8.10	38-PUBLISHING
00 12700	58321	5/26/2015	KCS03	KEITH CO SENIOR CENTER	24.50	38-MEALS
00 12700	58322	5/26/2015	KCT01	KEITH COUNTY TREASURER	13,274.98	32-MONTHLY EOC CHARGES MAY 2015
00 12700	58322	5/26/2015	KCT01	KEITH COUNTY TREASURER	1,249.05	36-MONTHLY EOC CHARGES MAY 2015
00 12700	58322	5/26/2015	KCT01	KEITH COUNTY TREASURER	561.17	31-MONTHLY EOC CHARGES MAY 2015
00 12700	58323	5/26/2015	KEI01	KEITH COUNTY DIST COURT	17.00	32-ORDINANCE FEES
00 12700	58324	5/26/2015	KEN01	KENFIELD ELECTRIC INC	459.58	31-HOOKUP AC, REPAIR LIGHT SWITCH
00 12700	58324	5/26/2015	KEN01	KENFIELD ELECTRIC INC	192.31	42-REPLACE FURNACE DISCONNECT
00 12700	58325	5/26/2015	KEN08	KENTS TOWING	300.00	32-TOWING FEES
00 12700	58325	5/26/2015	KEN08	KENTS TOWING	175.00	32-TOWING FEES
00 12700	58325	5/26/2015	KEN08	KENTS TOWING	100.00	32-TOWING FEES
00 12700	58325	5/26/2015	KEN08	KENTS TOWING	175.00	32-TOWING FEES
00 12700	58325	5/26/2015	KEN08	KENTS TOWING	100.00	32-TOWING FEES
00 12700	58326	5/26/2015	KIL01	KILDARE LUMBER	89.73	42-FASTENERS, SCREWS, BITS
00 12700	58326	5/26/2015	KIL01	KILDARE LUMBER	(20.20)	42-RETURN
00 12700	58326	5/26/2015	KIL01	KILDARE LUMBER	59.60	21-PLYWOOD
00 12700	58327	5/26/2015	KNE01	SOURCEGAS	111.94	32-GAS SVC MAY 2015
00 12700	58327	5/26/2015	KNE01	SOURCEGAS	106.73	42-GAS SVC MAY 2015
00 12700	58327	5/26/2015	KNE01	SOURCEGAS	82.70	41-GAS SVC MAY 2015
00 12700	58327	5/26/2015	KNE01	SOURCEGAS	99.09	21-GAS SVC MAY 2015
00 12700	58327	5/26/2015	KNE01	SOURCEGAS	103.08	31-GAS SVC MAY 2015
00 12700	58327	5/26/2015	KNE01	SOURCEGAS	75.86	34-GAS SVC MAY 2015

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00 12700	58327	5/26/2015	KNE01	SOURCEGAS	3,884.05	40-GAS SVC MAY 2015
00 12700	58327	5/26/2015	KNE01	SOURCEGAS	224.01	46-GAS SVC MAY 2015
00 12700	58328	5/26/2015	LEA01	LEAGUE OF NE MUNICIPAL.	95.00	10-2015 NCMA CONFERENCE-SMITH
00 12700	58329	5/26/2015	LIN01	MATHESON TRI-GAS INC (LIN	79.27	36-OXYGEN
00 12700	58330	5/26/2015	MCG03	MCGINLEY CONSTRUCTION	15,163.80	46-AIRPORT DITCH, APPROACHES TO DRI\
00 12700	58331	5/26/2015	MCM01	MCM TRUCK EQUIP & REPAIR,	185.00	32-TOWING FEES
00 12700	58331	5/26/2015	MCM01	MCM TRUCK EQUIP & REPAIR,	175.00	32-TOWING FEES
00 12700	58331	5/26/2015	MCM01	MCM TRUCK EQUIP & REPAIR,	275.00	32-TOWING FEES
00 12700	58332	5/26/2015	MCQ01	MCQUILLAN LAW OFFICE PC L	875.00	10-PROFESSIONAL SVC APRIL 2015
00 12700	58332	5/26/2015	MCQ01	MCQUILLAN LAW OFFICE PC L	67.00	21-PROFESSIONAL SVC APRIL 2015
00 12700	58332	5/26/2015	MCQ01	MCQUILLAN LAW OFFICE PC L	233.00	36-PROFESSIONAL SVC APRIL 2015
00 12700	58332	5/26/2015	MCQ01	MCQUILLAN LAW OFFICE PC L	290.00	42-PROFESSIONAL SVC APRIL 2015
00 12700	58332	5/26/2015	MCQ01	MCQUILLAN LAW OFFICE PC L	50.00	47-PROFESSIONAL SVC APRIL 2015
00 12700	58332	5/26/2015	MCQ01	MCQUILLAN LAW OFFICE PC L	25.00	48-PROFESSIONAL SVC APRIL 2015
00 12700	58333	5/26/2015	MIC01	MICHAEL TODD & CO, INC.	254.65	21-TAR RAKE, SHOVEL
00 12700	58334	5/26/2015	MID04	MIDWEST TURF & IRR	2,722.86	42-LINE PAINT
00 12700	58335	5/26/2015	MIG01	MIGHTY CLEAN JANITORIAL	140.00	31-JANITORIAL SVC-QUARTERLY CLEAN-A
00 12700	58336	5/26/2015	MIS01	MISSOURI TURF PAINT	92.58	42-CAP INSTALLATION TOOL, UV TIES
00 12700	58337	5/26/2015	MOB00	MOBILE MEC. MECHANIC SERV	155.00	32-TOWING FEES
00 12700	58337	5/26/2015	MOB00	MOBILE MEC. MECHANIC SERV	155.00	32-TOWING FEES
00 12700	58337	5/26/2015	MOB00	MOBILE MEC. MECHANIC SERV	174.00	32-TOWING FEES
00 12700	58337	5/26/2015	MOB00	MOBILE MEC. MECHANIC SERV	165.00	32-TOWING FEES
00 12700	58337	5/26/2015	MOB00	MOBILE MEC. MECHANIC SERV	140.00	32-TOWING FEES
00 12700	58338	5/26/2015	NAT08	NE ASSOC OF TRANS PROVIDE	80.00	37-NATP MEMBERSHIP RENEWAL-CLOUSI
00 12700	58338	5/26/2015	NAT08	NE ASSOC OF TRANS PROVIDE	20.00	37-NATP MANAGERS WORKSHOP-CLOUSE
00 12700	58339	5/26/2015	NEB41	NE PRESS ADVERTISING SERV	281.00	32-OFFICER ADVERTISING
00 12700	58340	5/26/2015	NEM04	NE MOSQUITO & VECTOR CONT	45.00	21-2015 ASSN DUES
00 12700	58340	5/26/2015	NEM04	NE MOSQUITO & VECTOR CONT	95.00	21-MOSQUITO WORKSHOP
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	458.68	10-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	469.81	21-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	11,653.04	21-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	290.77	31-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	229.93	32-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	130.62	34-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	1,671.65	40-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	64.88	41-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	84.79	47-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	881.42	42-ELECTRIC SVC MAY 2015
00 12700	58341	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	443.35	46-ELECTRIC SVC MAY 2015
00 12700	58342	5/26/2015	NES09	NE SAFETY & FIRE EQUIPMEN	125.00	40-FIRE ALARM SYSTEM INSPECTION
00 12700	58343	5/26/2015	NEW03	NEWMAN SIGNS	244.22	21-LETTERS
00 12700	58343	5/26/2015	NEW03	NEWMAN SIGNS	833.20	21-SIGNS
00 12700	58344	5/26/2015	NOR21	ERROL F. & PATRICIA L. NO	200.00	21-WEST 5TH PROJ TEMP/PERM EASEMEI
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	8.28	38-BINDERS
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	63.07	38-INVITATIONS, NOTES, TAPE, ENVELOPE
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	9.19	21-GRAPH PAPER
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	1.00	10-LAMINATION
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	6.49	10-PAPER, SORT KWIK
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	3.00	48-LAMINATING
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	49.99	10-LAPTOP BAG
00 12700	58345	5/26/2015	OFF02	OFFICE SERVICE, INC.	279.54	10-MAINTENANCE
00 12700	58346	5/26/2015	OGA02	BANNER HEALTH (OG COMM HO	19.80	31-DRUG SCREENS
00 12700	58346	5/26/2015	OGA02	BANNER HEALTH (OG COMM HO	39.60	34-DRUG SCREENS
00 12700	58346	5/26/2015	OGA02	BANNER HEALTH (OG COMM HO	19.80	36-DRUG SCREENS
00 12700	58346	5/26/2015	OGA02	BANNER HEALTH (OG COMM HO	178.20	40-DRUG SCREENS
00 12700	58346	5/26/2015	OGA02	BANNER HEALTH (OG COMM HO	178.20	41-DRUG SCREENS
00 12700	58346	5/26/2015	OGA02	BANNER HEALTH (OG COMM HO	79.20	42-DRUG SCREENS
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	11.50	10-DONUTS-COUNTY/CITY/SCHOOL MTG
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	26.00	21-VEHICLE REGISTRATION
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	10.00	32-VEHICLE REGISTRATION
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	4.80	37-CORNER BRACKET
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	9.92	41-POSTAGE
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	5.98	42-COOKIES/WATER
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	400.00	37-GARAGE SPACE RENT MAY 2015
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	42.65	21-WATER SVC MAY 2015
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	70.45	31-WATER SVC MAY 2015
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	96.35	32-WATER SVC MAY 2015

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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	284.15	40-WATER SVC MAY 2015
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	30.00	41-WATER SVC MAY 2015
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	1,543.00	42-WATER SVC MAY 2015
00 12700	58347	5/26/2015	OGA12	OGALLALA WATER DEPT.	33.00	47-WATER SVC MAY 2015
00 12700	58348	5/26/2015	OGA27	SCOTT ENGLAND dba SCOTTIE	840.00	42-POTTIE RENT
00 12700	58348	5/26/2015	OGA27	SCOTT ENGLAND dba SCOTTIE	60.00	34-POTTIE RENT
00 12700	58349	5/26/2015	OGA44	OGALLALA COMMUNITY HOSPIT	46.21	36-AMB SUPPLIES
00 12700	58349	5/26/2015	OGA44	OGALLALA COMMUNITY HOSPIT	948.01	36-AMB SUPPLIES
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	14.97	21-SPRAY PAINT
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	7.06	21-TROWEL, SCRAPER, PUTTY KNIFE
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	18.99	42-TURF BUILDER
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	21.48	21-PAIL, PATCH
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	18.28	21-GLUE FLOOR, TROWEL
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	0.70	21-FASTENERS
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	71.92	31-CLEANING SUPPLIES
00 12700	58350	5/26/2015	OGA51	OGALLALA ACE HARDWARE	1,645.81	21-TRAFFIC MARKS, HOOK MOUNT
00 12700	58351	5/26/2015	OLS04	OLSSON ASSOCIATES	8,362.44	21-PROJ 013-0720, OG PAVING ST, B ST &
00 12700	58352	5/26/2015	PAU01	PAULSEN INC	177.43	21-ROAD GRAVEL
00 12700	58353	5/26/2015	PIN01	PINNACLE BANK	26,436.29	47-LOAN PMT-GRC EXPANSION AGREEME
00 12700	58353	5/26/2015	PIN01	PINNACLE BANK	10,289.38	47-LOAN PMT-GRC EXPANSION AGREEME
00 12700	58354	5/26/2015	POC01	POCHON IRRIGATION	91.11	42-REPAIR PARK WATER LINE
00 12700	58355	5/26/2015	QUI02	QUILL CORPORATION	227.23	32-COPY PAPER, POST ITS
00 12700	58355	5/26/2015	QUI02	QUILL CORPORATION	28.33	32-POST CARDS
00 12700	58355	5/26/2015	QUI02	QUILL CORPORATION	34.17	32-POSTCARDS, PAPERS
00 12700	58355	5/26/2015	QUI02	QUILL CORPORATION	95.77	32-INK CARTRIDGES
00 12700	58356	5/26/2015	RAC00	RACEDAY TIMING SOLUTIONS	100.00	40-TIMING SYSTEM DEPOSIT
00 12700	58357	5/26/2015	RAM07	RAMAKER & ASSOCIATES INC	450.00	34-CIMS, SOFTWARE SYSTEM SUPPORT 8/
00 12700	58358	5/26/2015	RDW01	R & D WELDING & SUPPLY IN	81.25	21-WELDING
00 12700	58359	5/26/2015	REA01	REAMS SPRINKLER SUPPLY	320.57	34-SPRINKLER HEADS
00 12700	58360	5/26/2015	RIG00	RIGGS, BETTY JO	50.00	38-RSVP DOOR PRIZES
00 12700	58361	5/26/2015	SAU07	SAUER, JUDIE	200.00	21-WEST 5TH PROJ TEMP EASEMENT
00 12700	58362	5/26/2015	SCH01	SCHMIDT MOTORS, INC.	355.76	32-REPLACE FILTER HOUSING
00 12700	58362	5/26/2015	SCH01	SCHMIDT MOTORS, INC.	231.00	37-PASSENGER SEAT BELT
00 12700	58363	5/26/2015	SHE01	SHERWIN-WILLIAMS	535.41	21-GLASS BEADS FOR PAINTING
00 12700	58364	5/26/2015	SHO03	ALMQUIST,MALTZAHN,GALLOW	645.00	31-AUDIT EMERGENCY RESPONDERS-201
00 12700	58364	5/26/2015	SHO03	ALMQUIST,MALTZAHN,GALLOW	645.00	36-AUDIT EMERGENCY RESPONDERS-201
00 12700	58365	5/26/2015	SIF01	SIFFRING, RON	122.48	38-RSVP BANQUET SUPPLIES
00 12700	58366	5/26/2015	SIP00	SIPLEY, ALLEN	48.79	36-AMBULANCE EQUIPMENT
00 12700	58366	5/26/2015	SIP00	SIPLEY, ALLEN	15.49	36-AMBULANCE SUPPLIES
00 12700	58367	5/26/2015	SIX01	SUNMART #270	10.82	42-WATER
00 12700	58367	5/26/2015	SIX01	SUNMART #270	7.98	32-BATTERIES
00 12700	58367	5/26/2015	SIX01	SUNMART #270	26.29	34-COFFEE
00 12700	58368	5/26/2015	SPR04	SPRINGER, KEITH & KRISTEL	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58369	5/26/2015	STE01	STEVE'S BODY & PAINT INC.	654.12	36-AMBULANCE BUMPER
00 12700	58370	5/26/2015	STE11	MARION WAYNE & JERRY L. S	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58371	5/26/2015	STP02	ST. PAUL'S LUTHERAN CH	150.00	38-BANQUET HALL RENT
00 12700	58372	5/26/2015	SWA01	SWANSON, WAYNE & GLORIA	100.00	21-WEST 5TH PROJ TEMPORARY EASEMEI
00 12700	58373	5/26/2015	TLC01	TLC CLEANSWEEP/LORI BUSH	200.00	32-APRIL 2015 CLEANING
00 12700	58373	5/26/2015	TLC01	TLC CLEANSWEEP/LORI BUSH	200.00	10-APRIL 2015 CLEANING
00 12700	58374	5/26/2015	TOW01	TOWN & COUNTRY SRV INC.	14.00	34-TIRE REPAIR
00 12700	58374	5/26/2015	TOW01	TOWN & COUNTRY SRV INC.	15.00	37-TIRE REPAIR
00 12700	58375	5/26/2015	TOW06	TOWN & COUNTRY CATERING	2,403.35	38-MEAL, GRATUITY
00 12700	58376	5/26/2015	TRU01	TRUCK & AUTO ALIGN INC	391.06	37-POWER STEERING PUMP, FLUSH KIT
00 12700	58377	5/26/2015	USP01	U S POSTAL SERVICE	87.30	38-POSTAGE
00 12700	58378	5/26/2015	VAS02	CAROLE VASA	100.00	21-WEST 5TH PROJ TEMP EASEMENT
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	138.26	10-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	78.33	21-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	26.67	31-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	258.44	32-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	53.34	34-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	76.67	36-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	136.35	37-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	90.88	40-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	53.34	42-CELL PHONE SERVICE
00 12700	58379	5/26/2015	VER00	VERIZON WIRELESS	53.34	48-CELL PHONE SERVICE
00 12700	58380	5/26/2015	VIS01	VISA	7.27	10-DRAINO
00 12700	58380	5/26/2015	VIS01	VISA	72.53	10-PHONE CHARGER, PHONE CASE

2.B

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	58380	5/26/2015	VIS01	VISA	221.76	21-BEADLINER, INTL FEE
00 12700	58380	5/26/2015	VIS01	VISA	1,312.27	36-COMPUTER, COMPUTER PACKAGE
00 12700	58380	5/26/2015	VIS01	VISA	572.51	38-MEALS, ACCOMMODATIONS-STEINKE,
00 12700	58380	5/26/2015	VIS01	VISA	899.00	41-UNIFORMS
00 12700	58380	5/26/2015	VIS01	VISA	298.93	41-REGISTRATIONS, FUEL, ACCOMMODAT
00 12700	58381	5/26/2015	VIS02	VISA	91.97	32-MEALS
00 12700	58381	5/26/2015	VIS02	VISA	9.41	32-POSTAGE
00 12700	58381	5/26/2015	VIS02	VISA	27.74	32-FUEL
00 12700	58382	5/26/2015	VIS05	VISA	33.65	31-TOWELS, FLANGE
00 12700	58382	5/26/2015	VIS05	VISA	200.03	36-OFFICE SUPPLIES
00 12700	58382	5/26/2015	VIS05	VISA	38.00	42-MEALS
00 12700	58383	5/26/2015	WES05	WESTERN PATH CONSULTANTS	13.00	31-DRUG SCREENS
00 12700	58383	5/26/2015	WES05	WESTERN PATH CONSULTANTS	26.00	34-DRUG SCREENS
00 12700	58383	5/26/2015	WES05	WESTERN PATH CONSULTANTS	13.00	36-DRUG SCREENS
00 12700	58383	5/26/2015	WES05	WESTERN PATH CONSULTANTS	130.00	40-DRUG SCREENS
00 12700	58383	5/26/2015	WES05	WESTERN PATH CONSULTANTS	130.00	41-DRUG SCREENS
00 12700	58383	5/26/2015	WES05	WESTERN PATH CONSULTANTS	52.00	42-DRUG SCREENS
00 12700	58384	5/26/2015	WIN03	WINDY ACRE ELECTRIC	84.26	10-BALLAST
00 12700	58384	5/26/2015	WIN03	WINDY ACRE ELECTRIC	65.00	10-REPAIR CALL SYSTEM
00 12700	58384	5/26/2015	WIN03	WINDY ACRE ELECTRIC	284.39	46-HARD SURFACE EDGE GUARDS
00 12700	58385	5/26/2015	WOL04	WOLF LANDSCAPE DESIGN	205.00	42-TREES
00 12700	58386	5/26/2015	WOL06	WOLF AUTO CENTER OGALLALA	173.82	37-DRIVER SEAT BELT
00 12700	58387	5/26/2015	WOO02	WOOD, WAYNE	100.00	21-WORK BOOTS
00 12700	58388	5/26/2015	XER01	XEROX CORPORATION	31.72	32-MAINTENANCE
General Fund Total					**542,947.39**	
10 12709	598	5/6/2015	REG01	REGIONAL CARE INC.	222.30	10-SELECT FLEX CLAIMS
10 12709	599	5/12/2015	REG01	REGIONAL CARE INC.	326.58	10-SELECT FLEX CLAIMS
10 12709	600	5/19/2015	REG01	REGIONAL CARE INC.	192.30	10-SELECT FLEX CLAIMS
Select Flex Claims					**741.18**	
24 12701	84	5/19/2015	NER01	NE DEPARTMENT OF REVENUE	8,083.44	24-APRIL 2015 SALES TAX
24 12701	84	5/19/2015	NER01	NE DEPARTMENT OF REVENUE	209.01	24-APRIL 2015 SALES TAX
24 12701	160	5/10/2015	ADA01	104113958 - ADAMS BANK &	25.00	24-AUTO PAY FEES MAY 2015
24 12701	15065	5/26/2015	ALL06	ALLO COMMUNICATIONS	133.71	24-PHONE SERVICE
24 12701	15066	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	33.00	24-LAB SAMPLES
24 12701	15066	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	33.00	24-LAB SAMPLES
24 12701	15066	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	16.50	24-LAB SAMPLES
24 12701	15066	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	33.00	24-LAB SAMPLES
24 12701	15066	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	33.00	24-LAB SAMPLES
24 12701	15067	5/26/2015	AOS01	NAPA OGALLALA	115.07	24-SHOCKS
24 12701	15067	5/26/2015	AOS01	NAPA OGALLALA	19.25	24-NITRILE
24 12701	15067	5/26/2015	AOS01	NAPA OGALLALA	117.46	24-SOCKETS
24 12701	15067	5/26/2015	AOS01	NAPA OGALLALA	29.63	24-FUEL CLEANER
24 12701	15067	5/26/2015	AOS01	NAPA OGALLALA	108.00	24-VALVE INSERTION TOOL
24 12701	15068	5/26/2015	BOM00	BOMGAAR'S SUPPLY	10.69	24-KNEE BOOTS
24 12701	15068	5/26/2015	BOM00	BOMGAAR'S SUPPLY	68.14	24-BACKPACK SPRAYER
24 12701	15068	5/26/2015	BOM00	BOMGAAR'S SUPPLY	4.59	24-BATTERIES
24 12701	15069	5/26/2015	CHS01	CHS GRAINLAND	648.32	24-FUEL CHARGES MAY 2015
24 12701	15070	5/26/2015	COR02	CORNHUSKER GLASS INC.	64.58	24-SHIPPING
24 12701	15070	5/26/2015	COR02	CORNHUSKER GLASS INC.	20.83	24-SHIPPING
24 12701	15070	5/26/2015	COR02	CORNHUSKER GLASS INC.	11.29	24-SHIPPING
24 12701	15070	5/26/2015	COR02	CORNHUSKER GLASS INC.	11.27	24-SHIPPING
24 12701	15071	5/26/2015	EIC01	EICHNER SALES & SERVICE	34.09	24-FILTER CARTRIDGE, CLEANER, AIR FILTI
24 12701	15071	5/26/2015	EIC01	EICHNER SALES & SERVICE	0.63	24-FILTER, OIL
24 12701	15072	5/26/2015	GEN01	GENERAL FUND	26,701.38	24-PP#7, PP#8, PP#9
24 12701	15072	5/26/2015	GEN01	GENERAL FUND	4,145.83	24-MAY 2015 ADMIN EXPENSE
24 12701	15073	5/26/2015	HAR13	HARCROS CHEMICALS, INC	3,060.00	24-HYDRO ACID
24 12701	15073	5/26/2015	HAR13	HARCROS CHEMICALS, INC	1,667.99	24-HYPOCHLORITE
24 12701	15074	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	17.00	24-FUEL FILTERS
24 12701	15074	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	17.27	24-OIL STABILIZER
24 12701	15074	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	0.42	24-OIL FILTER
24 12701	15074	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	24.89	24-SHOP SUPPLY
24 12701	15074	5/26/2015	HUM01	HUMPHREYS AUTO SUPPLY	10.68	24-SHOP SUPPLY
24 12701	15075	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	32.36	24-TOWELS, MATS
24 12701	15075	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	17.00	24-TOWELS, MATS
24 12701	15075	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	32.36	24-TOWELS, MATS

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CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
24 12701	15075	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	17.00	24-TOWELS, MATS
24 12701	15075	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	55.25	24-TOWELS
24 12701	15076	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	131.00	24-TRASH SVC MAY 2015
24 12701	15077	5/26/2015	KCR02	KEITH COUNTY REGISTER OF	10.00	24-LIEN FILED-BASSETT
24 12701	15078	5/26/2015	KNE01	SOURCEGAS	374.52	24-GAS SVC APRIL 2015
24 12701	15079	5/26/2015	LAK04	LAKE MAC AUTO BODY & PAIN	128.40	24-SHOP HOIST REPAIR
24 12701	15080	5/26/2015	MCQ01	MCQUILLAN LAW OFFICE PC L	133.00	24-PROFESSIONAL SVC APRIL 2015
24 12701	15081	5/26/2015	MID03	MIDWEST ELECTRIC	3,834.29	24-ELECTRIC SERVICE
24 12701	15082	5/26/2015	MID04	MIDWEST TURF & IRR	550.53	24-BOLT, WHEEL WASHER-CASTOR, SCRE\
24 12701	15083	5/26/2015	MID06	MID-AMERICAN RESEARCH CHM	187.92	24-FOOD GRADE GREASE
24 12701	15083	5/26/2015	MID06	MID-AMERICAN RESEARCH CHM	147.00	24-FOOD GRADE GREASE
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	145.37	24-REPLACEMENT BATTERY PACK
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	529.46	3/4" NEPTUNE ECODER MTR INSIDE
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	1,201.56	3/4" NEPTUNE ECODER PIT METER
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	0.00	NEPTUNE PIT ANT W/6' CABLE
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	333.21	1" NEPTUNE ECODER MTR INSIDE
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	154.15	24-REPAIR ON #2 WELL
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	28.37	24-REPAIR ON SOUTH INDIAN HILLS
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	1,498.00	NEPTUNE WALL MOUNT RADIO READ
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	177.60	NEPTUNE REGISTER ADAPTER
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	0.10	24-OVERAGE
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	2,386.80	5 1/4 MULLER HYDRANTS, 6" BOWL
24 12701	15084	5/26/2015	MUN02	MUNICIPAL SUPPLY, INC.	232.83	24-FLOAT BALL
24 12701	15085	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	5,737.48	24-D311044, DRINKING WATER SRF INTER
24 12701	15085	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	6,794.38	24-D311044 DRINKING WATER SRF ADMII
24 12701	15086	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	2,996.86	24-ELECTRIC SVC MAY 2015
24 12701	15087	5/26/2015	OFF02	OFFICE SERVICE, INC.	46.90	24-INK CARTRIDGE
24 12701	15088	5/26/2015	OGA09	OG READY MIX/SIMON CONTRA	27.54	24-CAP BLOCK
24 12701	15089	5/26/2015	OGA12	OGALLALA WATER DEPT.	38.15	24-WATER SVC MAY 2015
24 12701	15090	5/26/2015	OGA51	OGALLALA ACE HARDWARE	6.63	24-FASTENERS, HARDWARE
24 12701	15090	5/26/2015	OGA51	OGALLALA ACE HARDWARE	2.27	24-FASTENERS, HARDWARE
24 12701	15090	5/26/2015	OGA51	OGALLALA ACE HARDWARE	19.24	24-OFFICE SUPPLY
24 12701	15090	5/26/2015	OGA51	OGALLALA ACE HARDWARE	10.69	24-SCREWDRIVERS
24 12701	15090	5/26/2015	OGA51	OGALLALA ACE HARDWARE	20.32	24-FILTER
24 12701	15090	5/26/2015	OGA51	OGALLALA ACE HARDWARE	5.34	24-SPRAYPAINT
24 12701	15091	5/26/2015	ONE05	ONE CALL CONCEPTS, INC	63.30	24-EMERGENCY LOCATES
24 12701	15092	5/26/2015	SAP01	SAPP BROTHERS PETROLEUM	24.34	24-KEROSENE
24 12701	15093	5/26/2015	SIX01	SUNMART #270	13.89	24-COFFEE, FILTERS
24 12701	15094	5/26/2015	TOW01	TOWN & COUNTRY SRV INC.	658.01	24-TIRES
24 12701	15094	5/26/2015	TOW01	TOWN & COUNTRY SRV INC.	18.00	24-TIRE REPAIR
24 12701	15095	5/26/2015	USA01	USA BLUE BOOK- HD SUPPLY	260.07	24-REPAIR TAP
24 12701	15095	5/26/2015	USA01	USA BLUE BOOK- HD SUPPLY	184.68	24-FLUORIDE INJECTOR KIT
24 12701	15095	5/26/2015	USA01	USA BLUE BOOK- HD SUPPLY	67.72	24-TUBING
24 12701	15096	5/26/2015	VAN01	VAN DIEST SUPPLY COMPANY	237.50	24-HERBICIDE
24 12701	15096	5/26/2015	VAN01	VAN DIEST SUPPLY COMPANY	289.60	24-CONCENTRATE
24 12701	15097	5/26/2015	VER00	VERIZON WIRELESS	128.36	24-CELL PHONE SERVICE
24 12701	15098	5/26/2015	\G006	GALEENER, MICHELLE	33.32	MQ CUSTOMER REFUND FOR GAL0021
Water total					**75,531.63**	
25 12702	160	5/10/2015	ADA01	104113958 - ADAMS BANK &	25.00	25-AUTO PAY FEES MAY 2015
25 12702	9752	5/26/2015	ALL06	ALLO COMMUNICATIONS	62.27	25-PHONE SERVICE
25 12702	9752	5/26/2015	ALL06	ALLO COMMUNICATIONS	55.00	25-INTERNET SERVICE
25 12702	9753	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9753	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9753	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9753	5/26/2015	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9754	5/26/2015	CHS01	CHS GRAINLAND	119.63	25-FUEL CHARGES MAY 2015
25 12702	9755	5/26/2015	EIC01	EICHNER SALES & SERVICE	530.95	25-TRIMMER, ATTACHMENTS
25 12702	9756	5/26/2015	FAR04	JOHN DEERE FINANCIALS	12.45	25-CUTTING WHEELS
25 12702	9756	5/26/2015	FAR04	JOHN DEERE FINANCIALS	42.85	25-WORKLIGHT, QUICKSTEEL
25 12702	9757	5/26/2015	GEN01	GENERAL FUND	17,531.00	25-PP#7, PP#8, PP#9
25 12702	9757	5/26/2015	GEN01	GENERAL FUND	2,945.83	25-MAY 2015 ADMIN EXPENSE
25 12702	9758	5/26/2015	HEA06	HEARTLAND OPERATORS CONFE	60.00	25-CONF REGISTRATION-FLORES
25 12702	9759	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	19.60	25-TOWELS, MATS
25 12702	9759	5/26/2015	IDE01	IDEAL LINEN SUPPLY INC.	19.60	25-TOWELS, MATS
25 12702	9760	5/26/2015	JBJ01	WASTE CONNECTIONS INC.	149.11	25-TRASH SVC MAY 2015
25 12702	9761	5/26/2015	KNE01	SOURCEGAS	1,968.92	25-GAS SVC MAY 2015

2.B.

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
25 12702	9762	5/26/2015	MOO09	MOORE PLUMBING & HOME IMP	420.00	25-CLEAN DRAINS
25 12702	9762	5/26/2015	MOO09	MOORE PLUMBING & HOME IMP	1,172.00	25-REPLACE AIR LINE & CHECK VALVE
25 12702	9762	5/26/2015	MOO09	MOORE PLUMBING & HOME IMP	420.00	25-CLEAR PLUGGED LINE
25 12702	9763	5/26/2015	MUN00	MUNICIPAL AUTOMATION & CO	720.60	25-INSPECT BOILER PROBLEM
25 12702	9764	5/26/2015	NCL01	NCL OF WISCONSIN, INC.	529.78	25-BOILER BODY FOR STILL
25 12702	9765	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	66,529.31	25-C317152-SRF SMI ANNUAL PRINC
25 12702	9765	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	15,404.79	25-C317152-SRF SMI ANNUAL INT
25 12702	9765	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	4,769.29	25-C317152-SRF SMI ANNUAL ADMIN FEE
25 12702	9765	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	9,096.74	25-C317500-SRF SMI ANNUAL PRIN
25 12702	9765	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	3,780.86	25-C317500-SRF SMI ANNUAL INT
25 12702	9765	5/26/2015	NDE01	NDEQ-FISCAL SERVICES	1,890.43	25-C317500-SRF SMI ANNUAL ADMIN FEE
25 12702	9766	5/26/2015	NEP01	NE PUBLIC POWER DISTRICT	4,821.15	25-ELECTRIC SVC MAY 2015
25 12702	9767	5/26/2015	NSI01	NSI SOLUTIONS, INC	432.00	25-DMR/QA-35 SUPPLIES
25 12702	9768	5/26/2015	OGA09	OG READY MIX/SIMON CONTRA	19.20	25-REBAR
25 12702	9768	5/26/2015	OGA09	OG READY MIX/SIMON CONTRA	283.50	25-ASH, FIBER
25 12702	9768	5/26/2015	OGA09	OG READY MIX/SIMON CONTRA	346.50	25-ASH, CALCIUM CHLORIDE
25 12702	9768	5/26/2015	OGA09	OG READY MIX/SIMON CONTRA	52.20	25-Q-BOND, REBAR
25 12702	9769	5/26/2015	OGA12	OGALLALA WATER DEPT.	72.30	25-WATER SVC MAY 2015
25 12702	9770	5/26/2015	OGA27	SCOTT ENGLAND dba SCOTTIE	200.00	25-POTTIE RENTAL, WATER SHUT DOWN
25 12702	9770	5/26/2015	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-JET LINE EAST B, 4TH TO 5TH
25 12702	9771	5/26/2015	OGA51	OGALLALA ACE HARDWARE	54.37	25-HOSE NOZZLE, MOUSE TRAPS, POISON
25 12702	9772	5/26/2015	QWE00	CENTURYLINK	73.80	25-LOCAL PHONE SERVICE
25 12702	9773	5/26/2015	USA01	USA BLUE BOOK- HD SUPPLY	87.69	25-AMMONIA TEST KIT
25 12702	9773	5/26/2015	USA01	USA BLUE BOOK- HD SUPPLY	76.25	25-E-COLI TEST KIT
25 12702	9773	5/26/2015	USA01	USA BLUE BOOK- HD SUPPLY	(20.92)	25-RETURN
25 12702	9774	5/26/2015	VER00	VERIZON WIRELESS	53.34	25-CELL PHONE SERVICE
25 12702	9775	5/26/2015	VIS01	VISA	28.65	25-WHEELBARROW, MEDARDS RETURN
25 12702	9776	5/26/2015	WAT01	WATER ENVIRON FEDERATION	124.00	25-WEF MEMBERSHIP
Wastewater Total					**135,433.04**	
42 12708	1946	5/26/2015	CIT02	CITY OF OGALLALA	250.00	42-YOUTH ACTIVITY ASSISTANCDE
42 12708	1947	5/26/2015	ROC06	CHERYL ROCHE	121.66	42-OYC TEACHER APPRECIATION
42 12708	1948	5/26/2015	VIS01	VISA	1,080.88	42-SKI FLAGS, LIFE VESTS
Youth Committee					**1,452.54**	
99 12705	16	5/26/2015	OFF02	OFFICE SERVICE, INC.	17.99	99-PAPER
99 12705	471	5/1/2015	REG01	REGIONAL CARE INC.	13,685.98	99-MONTHLY REINSURANCE
99 12705	10622	5/1/2015	REG01	REGIONAL CARE INC.	9,378.91	99-HEALTH CLAIMS #2543-2547
99 12705	10623	5/8/2015	REG01	REGIONAL CARE INC.	24,848.31	99-HEALTH CLAIMS #2548-2551
99 12705	10624	5/15/2015	REG01	REGIONAL CARE INC.	2,808.33	99-HEALTH CLAIMS #2552-2555
Medical/Benefit Total					**50,739.52**	
Grand Total					**806,845.30**	

2B

Ogallala Volunteer Fire Department

Application for Membership
409 East 2nd Street
Ogallala, NE 69153

NAME: Barry Kenneth Carl (K.C.)
(Last, First, Middle Initial)

ADDRESS: 1601 Highland Drive Ogallala NE

TELEPHONE: (402) 505 - 0463 E-MAIL: chupd.Hotmail.Com

What is your main interest: ____ Fire ____ Ambulance X Both

Have you ever been a member of a Fire or Ambulance service? X Yes ____ No

If YES give the name, address and years of service: Wahoo Fire 5 years, Ashland Fire 7 years
Millard Fire 7 years, Valley Fire 6 years
Bellevue Fire (Paid) 9 years

Drivers License number 606 014696 NE

Are you between the age of 19 and 65? X Yes ____ No

Have you ever been conviceted of a felony or serious misdemeanor? ____ Yes X No

EDUCATION:

High School Attended: Cedar Bluffs High School Years Completed 9-12 Diploma

College Attended: Metro Comm College Years Completed 1.5

Degree Awarded: Nebraska Police Academy 1984 Years Completed ____

List any specialized training you wish to be considered when applying:

EMT. I.V. - CPR Inst. First Aid Inst., Emer vehicle operations Inst. - Haz mat ops - Fire Invest. - State/Federal - Nebr Fire Training Millard - Bellevue - Advanced Interior Attack Training - Post Blast Bomb Inv.

May we add the name of your spouse to our list of Ogallala Fire Department Auxiliary Members?

Name: N/A ____ Yes ____ No

EMPLOYMENT:

What is your current occupation? Sheriff's Sergeant - Road Patrol

Employer's Name and Address? Keith County Sheriff's Dept

May we contact your supervisor? yes

Name: Chief Jim Jim Phone: (308) 289 - 1411

2C

Please list THREE references that we may contact:

	(Name)	(Address)	(Phone)
1.	Jeff Stevens	Roswe NC	308-289-6306
2.	Tim Vance	Ogallala NC	308-299-4195
3.	Casey Smith	Florida	402-616-2862

Referred by: _____

I authorize the Executive Board and the Fire Chief of the Ogallala Fire Department to do any investigation necessary in checking the information provided is true and correct. I also understand that if this application is accepted I will be required to submit to a check for any criminal convictions, including minor traffic violation, which may exist for me.

In the event that I become a member of the Ogallala Volunteer Fire Department, I understand that any false information given in my application or interview with the Executive Board may result in an immeiate dischare from the department. If I become a member of the Ogallala Volunteer Fire Department, I will abide by all rules and regulations of the department.

Signature of Applicant: Kel C Bay Date: 03 / 09 / 15

FOR DEPARTMENT USE ONLY

Date Application Received: ___ / ___ / ___ Received by: _____

Date Application Read: 3 / 12 / 15 Read by: _____

Date Applicant Interview: 3 / 19 / 15

Members Present: JD Cantwright, Ken K, Travis P, John York Dell S.

Any comments or notes from interview: Current EMT

Date Application submitted for background check: ___ / ___ / ___

Date of Department Vote: ___ / ___ / ___

Majority Vote of Department: ___Yes ___No

2.C.

150

Ogallala Volunteer Fire Department

Application for Membership
409 East 2nd Street
Ogallala, NE 69153

NAME: Gies, Haley J
(Last, First, Middle Initial)

ADDRESS: 916 East 3rd Ogallala, NE 69153

TELEPHONE: (308) 289 - 1473 E-MAIL: haley.jo.gies@gmail.com

What is your main interest: ____ Fire ____ Ambulance X Both

Have you ever been a member of a Fire or Ambulance service? ____ Yes X No

If YES give the name, address and years of service: _____

Drivers License number _____

Are you between the age of 19 and 65? ✓ Yes ____ No

Have you ever been conviceted of a felony or serious misdemeanor? ____ Yes ✓ No

EDUCATION:

High School Attended: Ogallala High School Years Completed 4

College Attended: Chadron State College Mid Plains Years Completed 2 1

Degree Awarded: _____ Years Completed _____

List any specialized training you wish to be considered when applying:

EMT

May we add the name of your spouse to our list of Ogallala Fire Department Auxiliary Members?

Name: _____ ____ Yes ____ No

EMPLOYMENT:

What is your current occupation? Nursing Assistant

Employer's Name and Address? Banner Health 2601 N Spruce St Ogallala

May we contact your supervisor? Yes

Name: Meliss Peturka Phone: ( ) 284 - 7240

2D

Please list THREE references that we may contact:

(Name)	(Address)	(Phone)
1. Marcia Lake		308-352-8483
2. Brad Bauer		308-289-5653
3. Jesse Augustin	405 West 5th	605-857-0834

Referred by: _____

I authorize the Executive Board and the Fire Chief of the Ogallala Fire Department to do any investigation necessary in checking the information provided is true and correct. I also understand that if this application is accepted I will be required to submit to a check for any criminal convictions, including minor traffic violation, which may exist for me.

In the event that I become a member of the Ogallala Volunteer Fire Department, I understand that any false information given in my application or interview with the Executive Board may result in an immeiate dischare from the department. If I become a member of the Ogallala Volunteer Fire Department, I will abide by all rules and regulations of the department.

Signature of Applicant: Haley Jo [illegible] Date: 3 / 4 / 15

FOR DEPARTMENT USE ONLY

Date Application Received: ____ / ____ / ____ Received by: _____

Date Application Read: ____ / ____ / ____ Read by: _____

Date Applicant Interview: 3 / 21 / 15

Members Present: DELL S, KEN K, JOHN Y, TRAVIS P, JD C

Any comments or notes from interview: _____

Date Application submitted for background check: ____ / ____ / ____

Date of Department Vote: ____ / ____ / ____

Majority Vote of Department: ____Yes ____No

2.D

CITY OF OGALLALA
APPLICATION FOR JOURNEYMAN OR PLUMBING CONTRACTOR LICENSE

(Please type or print legibly)

DATE 5 / 18 / 2015
MO DAY YR

NAME Don Darley

ADDRESS 1707 Short St NP NE 69101

WHAT LICENSE ARE YOU APPLYING FOR? JOURNEYMAN or CONTRACTOR
(Circle one)

HAVE YOU SERVED AN APPRENTICESHIP OR WORKED AS A HELPER OR A JOURNEYMAN FOR A PLUMBING CONTRACTOR? yes

IF SO, UNDER WHOM? Snell Services

1. _____ YEARS EMPLOYED 9

2. _____ YEARS EMPLOYED _____

3. _____ YEARS EMPLOYED _____

PRESENT EMPLOYER Snell Services

DO YOU HAVE A **VALID** JOURNEYMAN OR MASTER PLUMBER LICENSE?
X ____ IF SO, DATE ISSUED _____
Yes No
WHERE ISSUED North Platte

WHAT IS OR WHERE WILL BE YOUR ESTABLISHED PLACE OF BUSINESS?

Snell Services NP NE

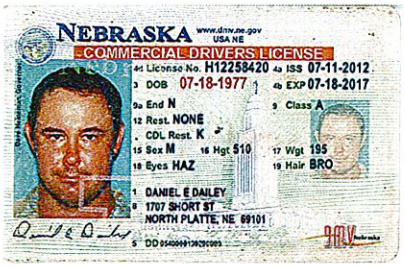
Applicant signature Don Darley

For department use only

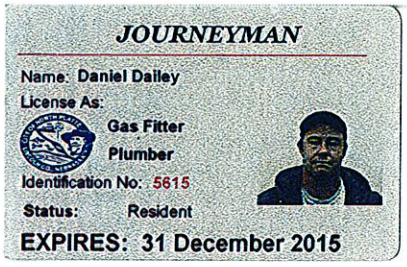
Fee Paid _____

Application accepted by _____ **Date** _____

2.E.


NEBRASKA
www.dmv.ne.gov
USA NE
COMMERCIAL DRIVERS LICENSE
4d License No. H12258420
4a ISS 07-11-2012
3 DOB 07-18-1977
4b EXP 07-18-2017
9a End N
9 Class A
12 Rest. NONE
CDL Rest. K
15 Sex M
16 Hgt 510
17 Wgt 195
18 Eyes HAZ
19 Hair BRO
1 DANIEL E DAILEY
8 1707 SHORT ST
NORTH PLATTE, NE 69101
5 DD

2E



JOURNEYMAN

Name: Daniel Dailey

License As:

Gas Fitter

Plumber

Identification No: 5615

Status: Resident

EXPIRES: 31 December 2015

2.E.

3E

Signature: Dan Dawley

City Clerk: Angela Gibson

If found, please return this card to:
CITY OF NORTH PLATTE
211 WEST 3RD STREET
NORTH PLATTE, NE 69101
For validation of current license call
(308) 535-6724

APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
michelle.porter@hotmail.com

DO YOU NEED POSTERS? YES ● NO ○

NON PROFIT APPLICANTS
(Check one that best applies)

Municipal Political (Fine Arts) Fraternal Religious Charitable Public Service

LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-055441)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☑ Wine ☑ Distilled Spirits ☐

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Ogallala/Keith County Chamber of Commerce

ADDRESS: PO Box 628

CITY Ogallala **ZIP** 69153

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Rendezvous Square

ADDRESS: 112 East 2nd **CITY** Ogallala

ZIP 69153 **COUNTY and COUNTY #** Keith

a. Is this location within the city/village limits? YES ● NO ○

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES ○ NO ●

c. Is this location within 300' of any university or college campus? YES ○ NO ●

5A

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date	Date	Date	Date	Date	Date
July 18, 2015					
Hours	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**
From 6:00 p.m.	From	From	From	From	From
To 1:00 a.m.	To	To	To	To	To

a. Alternate date: n/a

b. Alternate location: n/a
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance ◯ Reception ◯ Fund Raiser ● Beer Garden ◯ Sampling/Tasting ◯

Other _____

6. Description of area to be licensed
Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)
*Outdoor area dimensions of area to be covered **IN FEET** 107' x 124' 8"
***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?
☐ Fence; ☐ snow fence ☐ chain link ☑ cattle panel
☐ other plus side and end curtains
☐ Tent

7. How many attendees do you expect at event? 400

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
There will be 2 ID checkers & everyone required to wear wristbands. Minors will also be marked with indelible ink

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☑ NO ☐

a. Are there separate toilets for both men and women? YES ☑ NO ☐

5A.

10. **Where will you be purchasing your alcohol?**

Wholesaler X **Retailer** ____ (includes wineries) **Both** ____ **BYO** ____

11. Will there be any games of chance operating during the event? YES ☐ NO ☑

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and **telephone number/cell phone number** of immediate **supervisor.** This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Lori Wortman

Signature of Event Supervisor Lori Wortman

Event Supervisor phone: Before 308.289.5674 During Same

Email address Lori.Wortman@ne.usda.gov

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Sarah Havermann — Authorized Representative/Applicant

Board President — Title

Date

Sarah Havermann — Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

5A.

This page is required to be completed by Non Profit applicants only.

Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Ogallala/Keith County Chamber of Commerce
NAME OF CORPORATION

47-0441203
FEDERAL ID NUMBER

Sarah Havemann
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

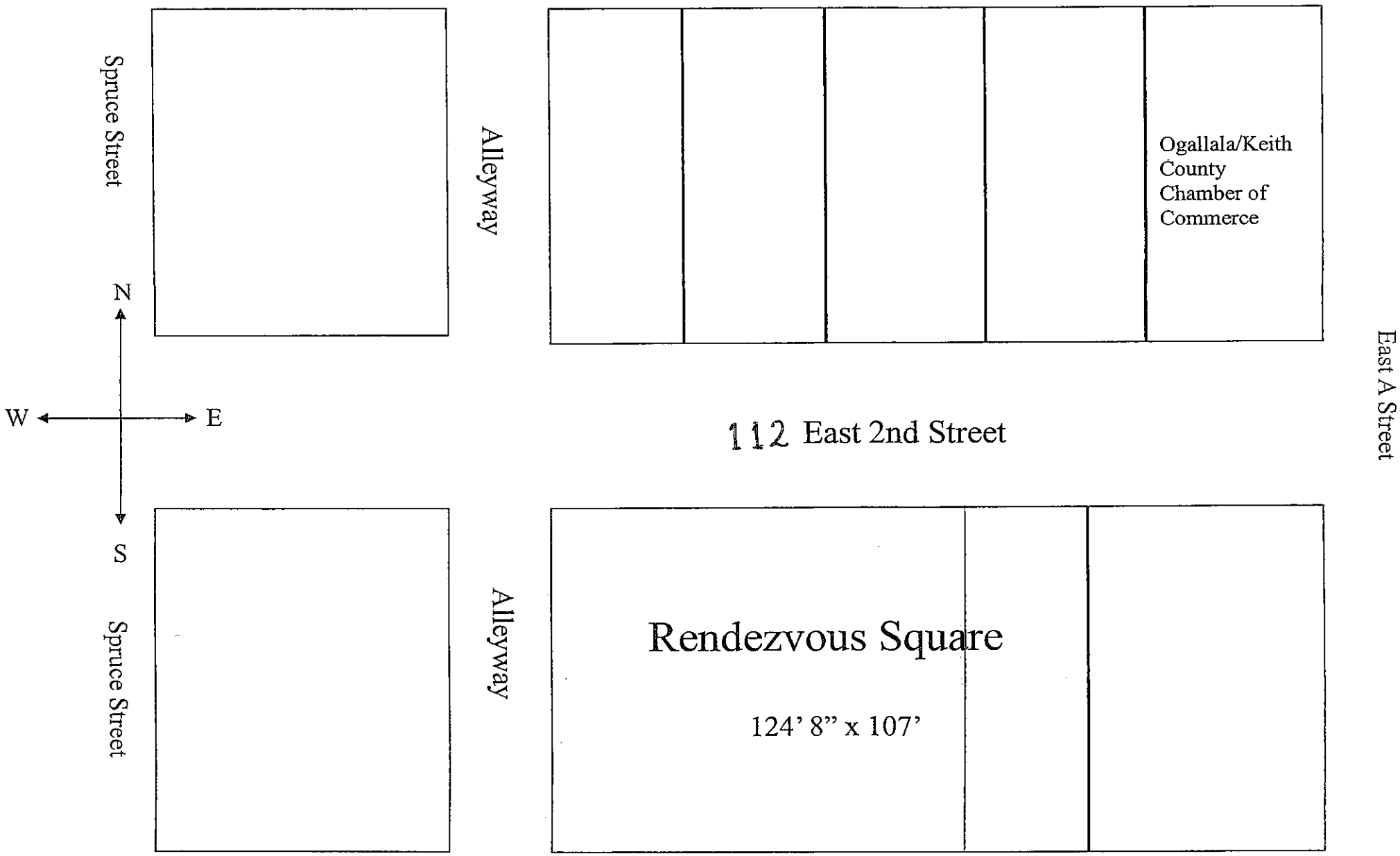
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 20th DAY OF May, 2015.

GENERAL NOTARY - State of Nebraska
MICHELE A. KUGLER
My Comm. Exp. Sept. 8, 2016

Michele A Kugler
NOTARY PUBLIC SIGNATURE & SEAL

5A.

Ogallala, NE.


Spruce Street
Alleyway
Ogallala/Keith County Chamber of Commerce
East A Street
N
W
E
S
112 East 2nd Street
Spruce Street
Alleyway
Rendezvous Square
124' 8" x 107'

REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE Rendezvous Square is a covered cement parking lot.
2 rows of protection will be set up to provide a very secured area.

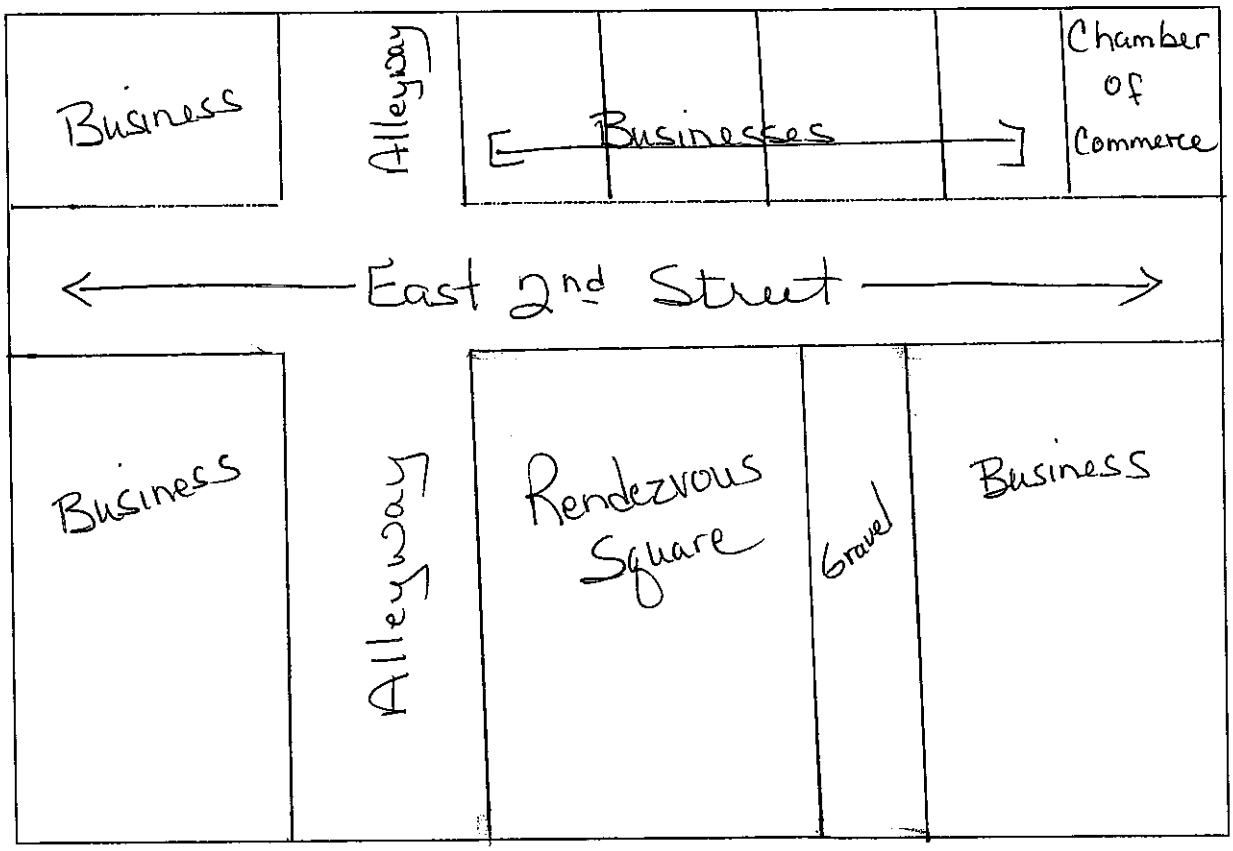
TYPE OF FENCING TO BE USED Cattle panels securely connected together surrounding the event.

HEIGHT OF FENCING TO BE USED 6' Cattle panels, side & end curtains secured from roof to floor.

HOW AREA WILL BE PATROLLED There will be paid and unpaid security.

EXPECTED NUMBER OF ATTENDEES 400

DIAGRAM OF PROPOSED AREA:



FORM 140
REV 3/13

5.A.

APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
michelle.porter@hotmail.com

DO YOU NEED POSTERS? YES ◉ NO ○

NON PROFIT APPLICANTS
(Check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-055441)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☑ Wine ☑ Distilled Spirits ☐

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Ogallala/Keith County Chamber of Commerce

ADDRESS: PO Box 628

CITY Ogallala **ZIP** 69153

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Rendezvous Square

ADDRESS: 112 East 2nd **CITY** Ogallala

ZIP 69153 **COUNTY and COUNTY #** Keith

a. Is this location within the city/village limits? YES ◉ NO ○

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES ○ NO ◉

c. Is this location within 300' of any university or college campus? YES ○ NO ◉

5.B.

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date	Date	Date	Date	Date	Date
8-15-15					
Hours	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**
From 10:00 AM	From	From	From	From	From
To 10:00 pm	To	To	To	To	To

a. Alternate date: n/a

b. Alternate location: n/a
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance ◯ Reception ◯ Fund Raiser ● Beer Garden ◯ Sampling/Tasting ◯

Other _____

6. Description of area to be licensed
Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)
*Outdoor area dimensions of area to be covered **IN FEET** 107 x 124' 8"
***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?
☐ Fence; ☐ snow fence ☐ chain link ☒ cattle panel
☐ Tent ☐ other plus side + end Curtains

7. How many attendees do you expect at event? 600

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
There will be 2 ID Checkers + everyone required to wear wristbands. Minors will also be marked with indelible ink

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

10. **Where will you be purchasing your alcohol?**

Wholesaler X **Retailer** ____ (includes wineries) **Both** _____ **BYO** _____

11. Will there be any games of chance operating during the event? YES ☐ NO ☑

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and **telephone number/cell phone number** of immediate **supervisor.** This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Lori Wortman

Signature of Event Supervisor Lori Wortman

Event Supervisor phone: Before 308.289.5674 During same

Email address lori.Wortman@ne.usda.gov

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Sarah Havermann — Board President

Authorized Representative/Applicant — Title — Date

Sarah Havermann

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Ogallala/Keith County Chamber of Commerce
NAME OF CORPORATION

47-0441203
FEDERAL ID NUMBER

Sarah Heuermann
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

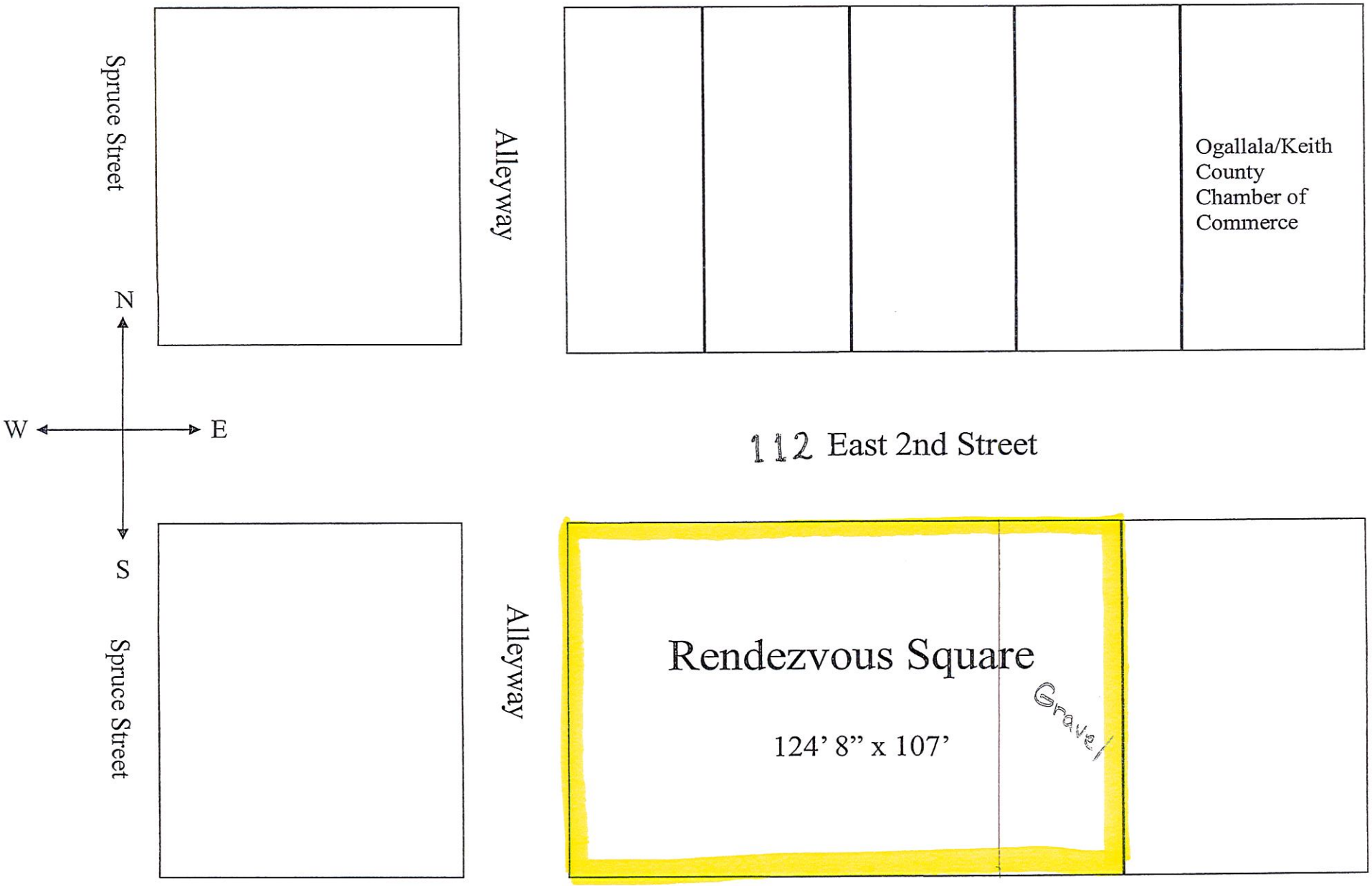
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 20th DAY OF May, 2015.

GENERAL NOTARY - State of Nebraska
MICHELE A. KUGLER
My Comm. Exp. Sept. 8, 2016

Michele A Kugler
NOTARY PUBLIC SIGNATURE & SEAL

5B.

Ogallala, NE.


Spruce Street
Alleyway
Ogallala/Keith County Chamber of Commerce
N
W
E
S
112 East 2nd Street
East A Street
Spruce Street
Alleyway
Rendezvous Square
124' 8" x 107'
Gravel

REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE Rendezvous Square is a covered cement parking lot.
2 rows of protection will be set up to provide a very secured area.

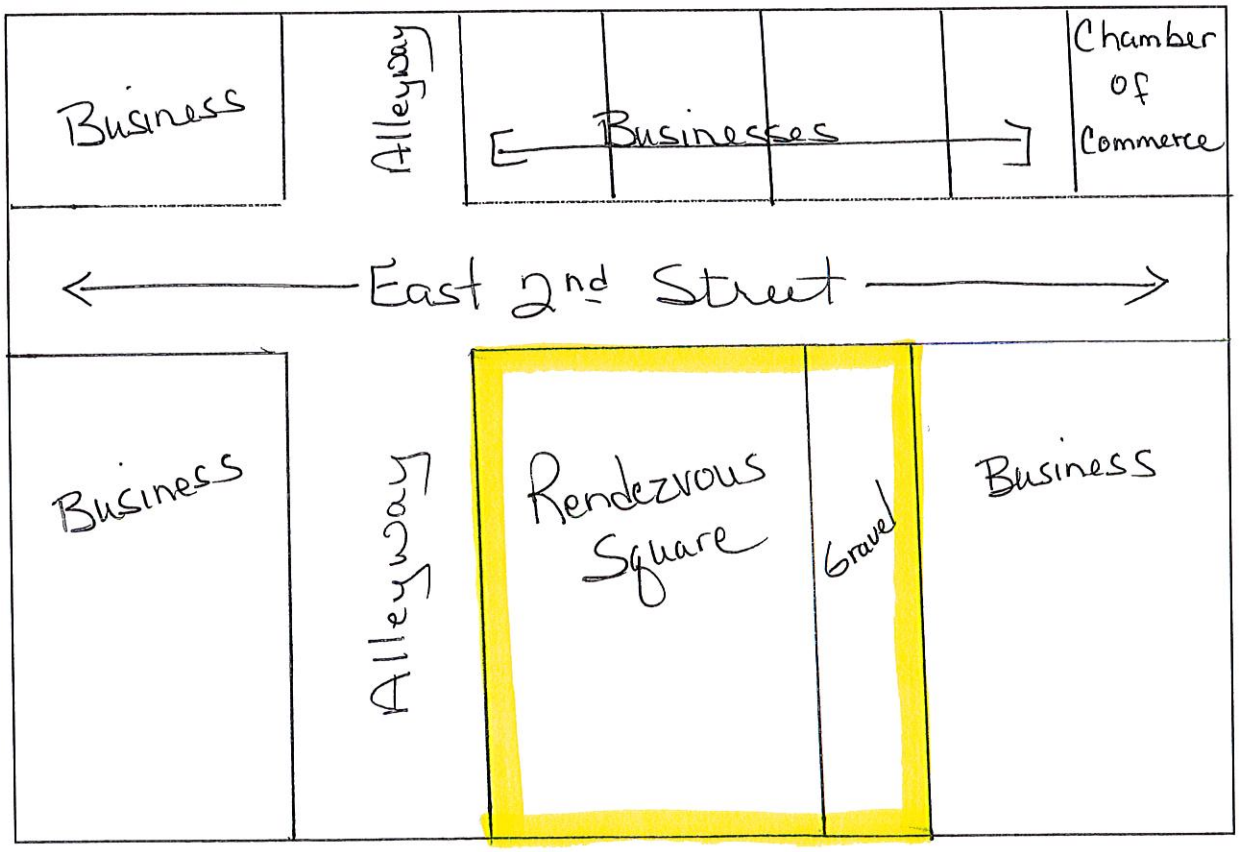
TYPE OF FENCING TO BE USED Cattle panels securely connected together surrounding the event.

HEIGHT OF FENCING TO BE USED 6' Cattle panels, side & end curtains secured from roof to floor.

HOW AREA WILL BE PATROLLED There will be paid and unpaid security.

EXPECTED NUMBER OF ATTENDEES 600

DIAGRAM OF PROPOSED AREA:



FORM 140
REV 3/13

5.B

APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
michelle.porter@hotmail.com

DO YOU NEED POSTERS? YES ◉ NO ○

NON PROFIT APPLICANTS
(Check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-055441)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☑ Wine ☑ Distilled Spirits ☐

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Ogallala/Keith County Chamber of Commerce

ADDRESS: PO Box 628

CITY Ogallala **ZIP** 69153

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Rendezvous Square

ADDRESS: 112 East 2nd **CITY** Ogallala

ZIP 69153 **COUNTY and COUNTY #** Keith

a. Is this location within the city/village limits? YES ◉ NO ○

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES ○ NO ◉

c. Is this location within 300' of any university or college campus? YES ○ NO ◉

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date	Date	Date	Date	Date	Date
Sept 24, 2015	Sept 25, 2015	Sept. 26, 2015			
Hours	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**
From 10:00 a.m.	From 10:00 a.m.	From 10:00 a.m.	From	From	From
To 1:00 a.m.	To 1:00 a.m.	To 1:00 a.m.	To	To	To

a. Alternate date: n/a

b. Alternate location: n/a
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance ◯ Reception ◯ Fund Raiser ● Beer Garden ◯ Sampling/Tasting ◯

Other _____

6. Description of area to be licensed
Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)
*Outdoor area dimensions of area to be covered **IN FEET** 107' x 124' 8"
***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?
☐ Fence; ☐ snow fence ☐ chain link ☑ cattle panel
☐ other plus side and end curtains
☐ Tent

7. How many attendees do you expect at event? 1500

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
There will be 2 ID checkers & everyone required to wear wristbands. Minors will also be marked with indelible ink

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☑ NO ☐

a. Are there separate toilets for both men and women? YES ☑ NO ☐

5.C

10. **Where will you be purchasing your alcohol?**

Wholesaler X **Retailer** ____ (includes wineries) **Both** _____ **BYO** _____

11. Will there be any games of chance operating during the event? YES ☐ NO ☑

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and **telephone number/cell phone number** of immediate **supervisor.** This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Lori Wortman

Signature of Event Supervisor Lori Wortman

Event Supervisor phone: Before 308.289.5674 During same

Email address lori.Wortman@ne.usda.gov

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Sarah Havermann _____ Board President _____

Authorized Representative/Applicant Title Date

Sarah Havermann

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Ogallala/Keith County Chamber of Commerce
NAME OF CORPORATION

47-0441203
FEDERAL ID NUMBER

Sarah Havermann
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

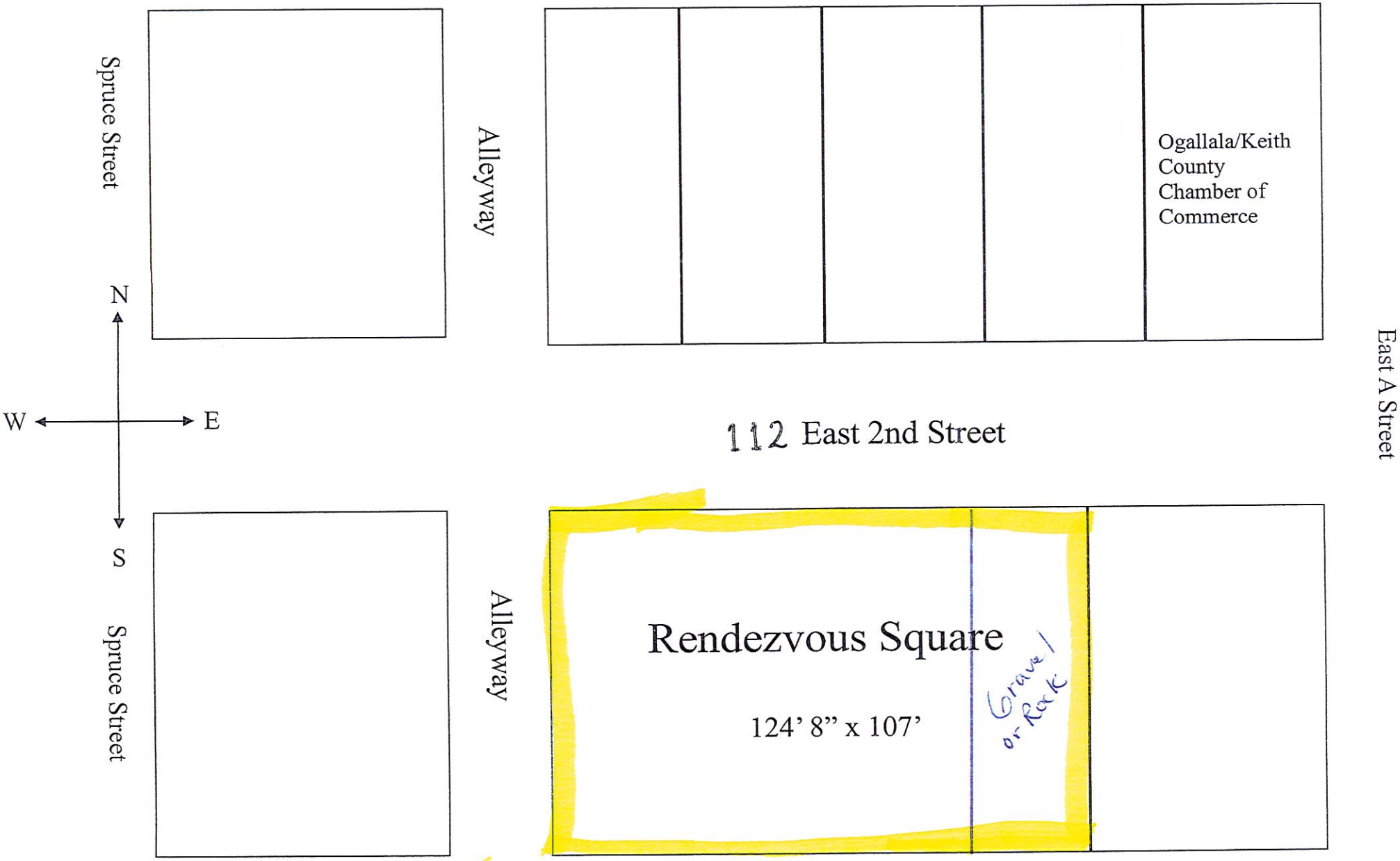
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 20th DAY OF May, 2015.

GENERAL NOTARY - State of Nebraska
MICHELE A. KUGLER
My Comm. Exp. Sept. 8, 2016

Michele A Kugler
NOTARY PUBLIC SIGNATURE & SEAL

5C

Ogallala, NE.



5C

REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE Rendezvous Square is a covered cement parking lot.
2 rows of protection will be set up to provide a very secured area.

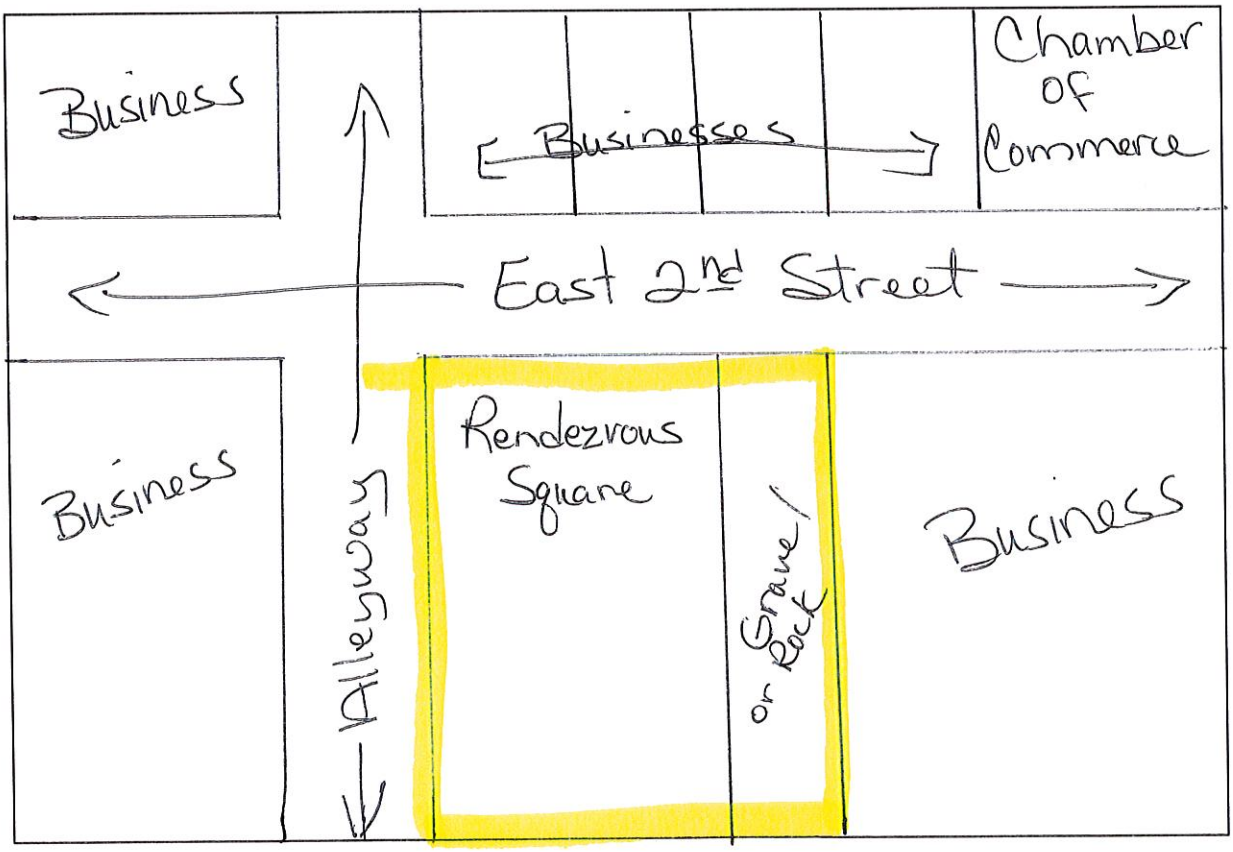
TYPE OF FENCING TO BE USED Cattle panels securely connected together surrounding the event.

HEIGHT OF FENCING TO BE USED 6' Cattle panels, side & end curtains secured from roof to floor.

HOW AREA WILL BE PATROLLED There will be paid and unpaid security.

EXPECTED NUMBER OF ATTENDEES 1500

DIAGRAM OF PROPOSED AREA:



FORM 140
REV 3/13

5.C

RENDEZVOUS SQUARE
MANAGEMENT AGREEMENT

Agreement this _____ day of _____, 2015, by and between the City of Ogallala, Nebraska, a Nebraska municipality, hereinafter referred to as "CITY" and, Ogallala/Keith County Chamber of Commerce, a Nebraska non-profit corporation, hereinafter referred to as "CHAMBER."

RECITALS

WHEREAS, the CITY owns the Rendezvous Square, hereinafter "SQUARE," generally located on the south side of the 2nd Street between East A Street and North Spruce Street; and

WHEREAS, the CITY desires to engage the CHAMBER to manage, promote and market events at the SQUARE, on behalf and for the benefit of the CITY, and CHAMBER desires to accept such engagement, pursuant to the terms and conditions contained herein; and

WHEREAS, the CITY has determined that it is in the best interest of the CITY that the CITY enter into this Agreement with the CHAMBER to provide for the management, promotion and marketing of the SQUARE.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DURATION AND TERMINATION.

   This agreement shall become effective on May 1, 2015 and shall continue for a period of one year. This Agreement shall automatically renew for additional years under the same terms and conditions of this agreement unless otherwise terminated by either party given written notice to the other at least 60 days prior to the end of the current term. This agreement may also be terminated by the CITY, with or without cause at any time, on sixty days prior written notice.

2. CHAMBER SERVICES.

   a. Annual Service. The services for this agreement is for an annual period commencing on May 1 of each effective year.

   b. Discretion. The CHAMBER shall have sole discretion to determine and approve events, advertising, and spending of funds for costs of events.

6.A.

c. Marketing/Advertisement/Promotion. CHAMBER shall provide to the CITY Manager marketing, advertising, and promotion services for the SQUARE, including: radio, newspaper, pamphlet, placard and electronic advertising.

d. Rental Agreement. CHAMBER shall provide a CITY "Rental Agreement" to potential renters of the SQUARE. A copy of said Agreement is attached, but may be modified as necessary by the CITY.

e. Receipt of Rental Funds. All funds for event rental payments shall be paid directly to the CITY.

f. Notices. CHAMBER will provide notices to the downtown businesses of interruptions that may occur as the result of the restricted parking allowed at the SQUARE for events.

g. Reporting. CHAMBER shall provide quarterly reporting to the CITY Manager of events held, costs of events, costs of advertising and promotion, future events, estimate of future costs, and a current annual accounting of funds. Said reports shall be provided to the CITY Manager.

3. CITY OBLIGATIONS.

a. Payment. CITY shall pay $18,000.00 annually to the CHAMBER for costs incurred and services obtained by CHAMBER from third parties for events and activities sponsored by CHAMBER at the SQUARE, to be used to develop, promote, and provide entertainment at activities or events as determined to be appropriate by the CHAMBER. Provided, however, that CHAMBER shall not use any funds provided by CITY to purchase alcohol or to pay any fees or expenses associated with the purchase of alcohol or obtaining the services of a third party to purchase or sell alcohol at the SQUARE. CHAMBER shall be compensated $2000.00 annually for administration of the SQUARE including, but not limited to, scheduling, of events in the SQUARE, fielding inquiries from the public regarding rental of the SQUARE, providing the CITY-approved Rental Agreement for the SQUARE to the public ("Rental Agreement" hereinafter), and generally administering the rental activities associated with the SQUARE. These fees shall be paid upon commencement of this agreement and any unused funds shall be returned to the CITY at the end of the contract year.

b. Labor for Chamber Sponsored Events. CITY shall provide any required labor for installing windbreaks, providing picnic tables and trash

6.A.

receptacles for Chamber Sponsored Events at the Square., CITY shall provide installation of windbreaks, providing picnic tables and trash receptacles for Chamber sponsored events without charge to the CHAMBER, however, CITY'S obligation to provide such services shall be limited to six events each year and shall require two weeks' notice from CHAMBER. CITY shall not be responsible for providing labor to setup or cleanup from any activities or events undertaken by CHAMBER, except those services specifically provided for in this Agreement.

c. Labor for Rental Events. CITY shall provide any services requested of third parties renting or conducting events in the SQUARE under a Rental Agreement with the CITY. CITY shall be entitled to the fees obtained from third parties relating to any labor performed by the CITY as specified in the Rental Agreement. CITY shall not be responsible for any labor required to conduct any events conducted by third parties other than labor requested by any third party as part of a Rental Agreement.

d. Insurance. CITY shall provide liability and event insurance to cover the CITY from its normal liability claims. CITY shall also provide property insurance at its discretion in an amount to cover the loss of CITY'S property.

4. INDEMNIFICATION.

a. CITY shall defend, indemnify, and save harmless CHAMBER, its officers, employees, and agents from any claim, action, liability, or suit, arising out of or in any manner related to CITY's performance of its Obligations under the terms of this agreement.

b. CHAMBER shall defend, indemnify, and save harmless CITY, its officers, employees and agents from any claim, action, liability, or suit, arising out of or in any manner related to CHAMBER's performance of its obligations under the terms of this agreement.

c. Neither CHAMBER or CITY, by entering into and performing their duties under this Agreement, becomes liable for any of the existing or future obligations liabilities or debts of the other party to this agreement, nor have they entered into a partnership with each other.

5. ENTIRE AGREEMENT: This agreement shall constitute the entire agreement between parties and any prior understanding or representation of any kind

6.A.

preceding the effective date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

6. MODIFICATION: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Ogallala, Nebraska on the date indicated below.

DATED this ___ day of _____, 2015.

CITY OF OGALLALA, NEBRASKA

_____

Harold Peterson, Council President

ATTEST:

_____

Jane Skinner, City Clerk

DATED this ___ day of _____, 2015.

OGALLALA/KEITH COUNTY
CHAMBER OF COMMERCE

_____

Sarah Havermann, Chamber Board President

6.A

City of Ogallala
Rental Agreement, Rendezvous Square

All persons or organizations using the Rendezvous Square Pavilion must first sign a standard rental agreement, which covers all relationships between yourself and the City of Ogallala. The rental fee is based on the type of event the Pavilion is being used for. All of the rent is due upon the signing of the agreement. Payments must be made at the City of Ogallala Administrative Offices.

A rental agreement is not required for Farmers Markets, City Events, or Chamber Sponsored Events. Insurance requirements may apply

Insurance Requirements

The City of Ogallala requires a current certificate of Insurance showing that a current insurance policy is in force with the following requirements:

- Commercial General Liability with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 Annual Aggregate with the maximum per occurrence deductible at $10,000.
- The City of Ogallala shall be named as an additional insured at the time of the event, which shall also include event set up and tear down. Sample wording includes:
  "The City of Ogallala is an Additional Insured for General Liability if required by written contract, executed prior to loss."
- Liquor Liability (if Applicable) with limits of insurance not less than $500,000 each occurrence and $1,000,000 Annual Aggregate.
  (See Attached Sample Certificate)

Fee Schedule

- Use of pavilion for ticketed events or events that impose a fee : $200 a day
- Deposit $200 per event
- Use of East and West Windbreaks: $500
- Use of North and South Windbreaks: $500
- Indian Summer Rendezvous: No Charge (Includes use of windbreaks)
- Farmers Market: No Charge for pavilion Rental
- Chamber Events: No Charge for pavilion Rental
- Events open to public or local nonprofit group events that are free admission: No Charge for pavilion Rental
- The rental fee shall be paid upon making the reservation.

6.A.

Rules and Regulations

- The pavilion may not be leased for personal use or events that are not open or available to the public unless approved by the City Manager.
- Your group is responsible for removing all decorations including hooks, signs, and tape after your event. (Duct tape or any other type of box or packing tape should not be used)
- If any items, trash, food or decorations are left in the pavilion, this may result in the charge of an additional fee. (You are responsible for providing trash receptacles and disposal)
- No nails, staples, pins, etc. are allowed to be used to attach items to any area of the Rendezvous Square Pavilion
- Your event will be held responsible for any damage done to the pavilion including damage caused by not following these guidelines, accidents, or misconduct.
- Incense, fog machines or any other type of haze producing equipment/items cannot be used
- Pyrotechnics may not be used
- Hanging decorations from light fixtures, sprinklers, signage or other permanently placed fixtures is strictly prohibited.
- A Separate Sound permit is required if amplified sound equipment is being used. (This may be obtained from the City Clerk's Office)
- Events that have alcohol available will require a minimum of two security personnel that are certified peace officers in the State of Nebraska. An additional officer will be required for every one hundred persons estimated to be in attendance, over 200.
- Events that have alcohol available will also be required to summit a request for special liquor license to the State of Nebraska. This request for special liquor license must first come before the City Council for consideration at least thirty days prior to the date of the scheduled event. The Council meets the 2nd and 4th Tuesday of each month. Please submit your information to the City Clerk's office by the Wednesday before the Council meeting in order to be placed on the agenda. (**The State Permit Must Be Approved**)

Agreement

- Renter agrees to be bound by all terms and conditions of this Agreement. Renters must be 18 years of age or older for non-alcohol events and 21 years of age or older for alcohol events. You may be required to show identification.
- In renting the pavilion, the City does not relinquish the right to manage and control the facility. The City may enforce any rules and regulations it deems necessary. Any City official or authorized employee may enter the Pavilion facility at any time.

Today's Date:_____ Renters Name (Printed):_____

Organization: _____

Date of Activity:_____Time of Activity: _____

Type of Activity, and Equipment Used: _____

_____

_____

_____

Mailing Address: _____

_____

Phone Numbers: _____

Email: _____

Anticipated Persons in Attendance:_____

I, having read and agreed to the policies and regulations as set forth by the City of Ogallala, request permission for the use of the above city facility for the purpose described in the above application.

Renters Signature: _____

City Manager Signature: _____

6.A.

Formatted: Font: 12 pt, Thick underline

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/01/01

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Platte Valley Agency
315 East A Street
Ogallala, NE 69153

CONTACT NAME:
PHONE (A/C, No, Ext): (308) 284-6021 FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Company	12345
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Joe Smith
123 Abc Street
Ogallala, NE 69153

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	[X] COMMERCIAL GENERAL LIABILITY			123456789	01/01/2001	01/01/2002	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							
	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Liquor Liability			987654321	01/01/2001	01/01/2002	Per Occurrence: $500,000 Aggregate: $1,000,000	

SAMPLE ONLY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Ogallala is an additional insured for General Liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER

City Of Ogallala
411 East 2nd Street
Ogallala, NE 69153

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Signature of Licensed Agent

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ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD

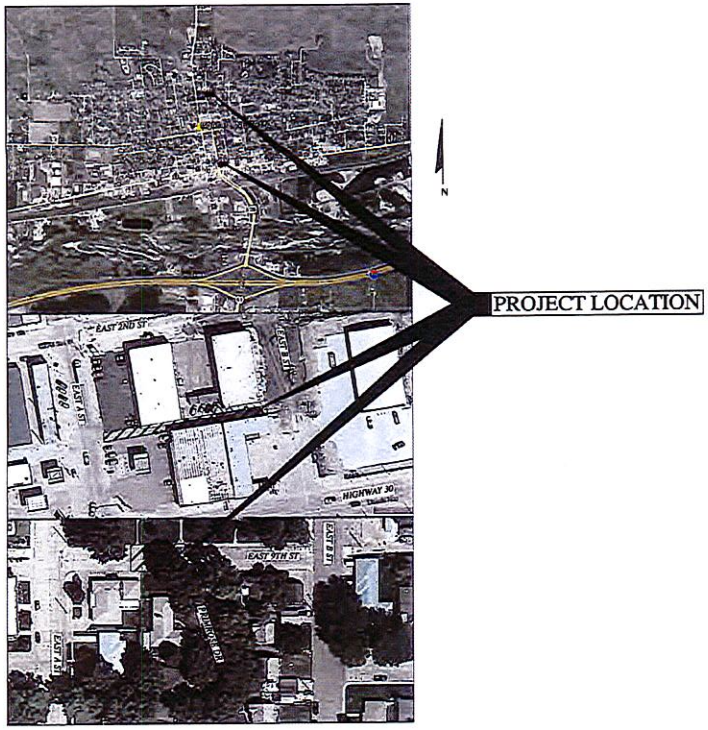
6.A.

6.B.

OGALLALA PAVING 2015-1

OGALLALA, NEBRASKA

PROJECT MAP



LEGEND

	EXISTING CONCRETE		NEW INLET
	EXISTING ASPHALT	GAS	GAS LINE
	EXISTING GRAVEL	TV	CABLE TV LINE
PP LP	EXISTING POWER POLE/LIGHT POLE/GUY WIRE	TV	TV CABLE RISER
OHE	OVERHEAD ELECTRIC	T	TELEPHONE LINE
UGE	UNDERGROUND ELECTRIC		TELEPHONE RISER
E	ELECTRICAL BOX	2508.0	EXISTING SURFACE MAJOR CONTOUR
2509.4	EXISTING SPOT ELEV.	2506.5	EXISTING SURFACE MINOR CONTOUR
		2510.70	NEW PAVEMENT GRADE

SHEET INDEX

1. COVER SHEET
2. EXISTING/REMOVAL
3. PAVING PLAN (ALLEY)
4. EXISTING/REMOVAL (9th ST)
4. PAVING PLAN (9th ST)
5. DETAIL SHEET

NOTES:

1. CONTRACTOR SHALL CAREFULLY PRESERVE THE SURROUNDING PROPERTY BY CONFINING HIS OPERATION WITHIN THE LIMITS OF CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTY OWNERS 48 HOURS PRIOR TO ANY INTERRUPTION OF SERVICES.
3. CONTRACTOR IS RESPONSIBLE TO BARRICADE AND PROTECT CONSTRUCTION AREA FROM PEDESTRIAN TRAFFIC AT ALL TIMES.
4. EXISTING UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS. ***CONTRACTOR WILL VERIFY*** ALL UTILITIES HORIZONTALLY AND VERTICALLY **PRIOR TO CONSTRUCTION.**

NE-DIGGERS.COM

CONTRACTOR SHALL CONTACT DIGGERS HOTLINE OF NEBRASKA PRIOR TO ANY EXCAVATION.

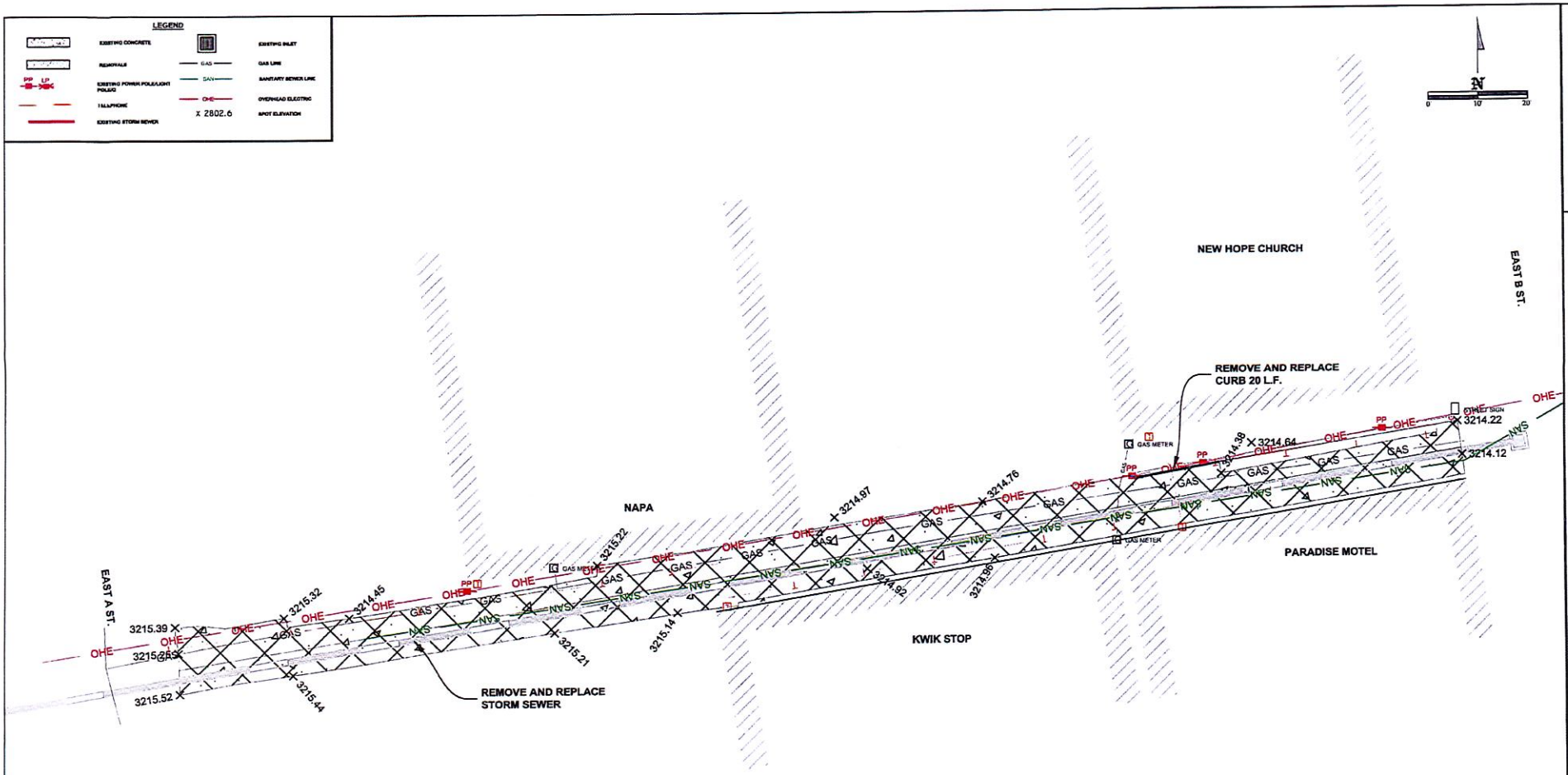
CONTRACTOR SHALL EXERCISE EVERY PRECAUTION TO PREVENT DAMAGE TO ANY PUBLIC OR PRIVATE UTILITY LINE OR APPURTENANCE AND SHALL BE LIABLE FOR ANY DAMAGE INCURRED AS A RESULT OF HIS OPERATIONS. ALL UTILITIES SHALL BE ADEQUATELY PROTECTED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. SERVICE CONNECTIONS ARE NOT SHOWN EXCEPT AS NOTED. EXISTING UTILITIES SIZES AND LOCATION BOTH HORIZONTAL AND VERTICAL ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION BY THE CONTRACTOR.

T.C. ENGINEERING INC.
NORTH PLATTE, NEBRASKA

Ogallala Paving 2015-1
Ogallala, Nebraska

PROJECT:
REVISIONS:
DRAWN BY:
APPROVED BY:
DATE:
DWG.:
SCALE: As Shown
SHEET: 1

6B



Notes:

1. Utilities shown are located by utility owners or shown utilizing drawings. All utilities should be field verified prior construction.
2. Elevation Datum is NAVD 88.
3. All work in City Right of Way to have city permits, contractor must acquire all applicable permits.
4. All work in City Right of Way to utilize barricades in accordance with City Requirements.
5. Full depth saw cut all removals.
6. Sanitary sewer location and depth is unknown.

EXISTING/REMOVAL (ALLEY)

NE-DIGGERS.COM

CONTRACTOR SHALL CONTACT DIGGERS HOTLINE OF NEBRASKA PRIOR TO ANY EXCAVATION.

CONTRACTOR SHALL EXERCISE EVERY PRECAUTION TO PREVENT DAMAGE TO ANY PUBLIC OR PRIVATE UTILITY LINE OR APPURTENANCE AND SHALL BE LIABLE FOR ANY DAMAGE INCURRED AS A RESULT OF HIS OPERATIONS. ALL UTILITIES SHALL BE ADEQUATELY NOTIFIED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. SERVICE CONNECTIONS ARE NOT SHOWN EXCEPT AS NOTED. EXISTING UTILITIES SIZES AND LOCATION BOTH HORIZONTAL AND VERTICAL ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION BY THE CONTRACTOR.

T.O. ENGINEERING INC.
NORTH PLATTE, NEBRASKA

Ogallala Paving 2015-1
Ogallala, Nebraska

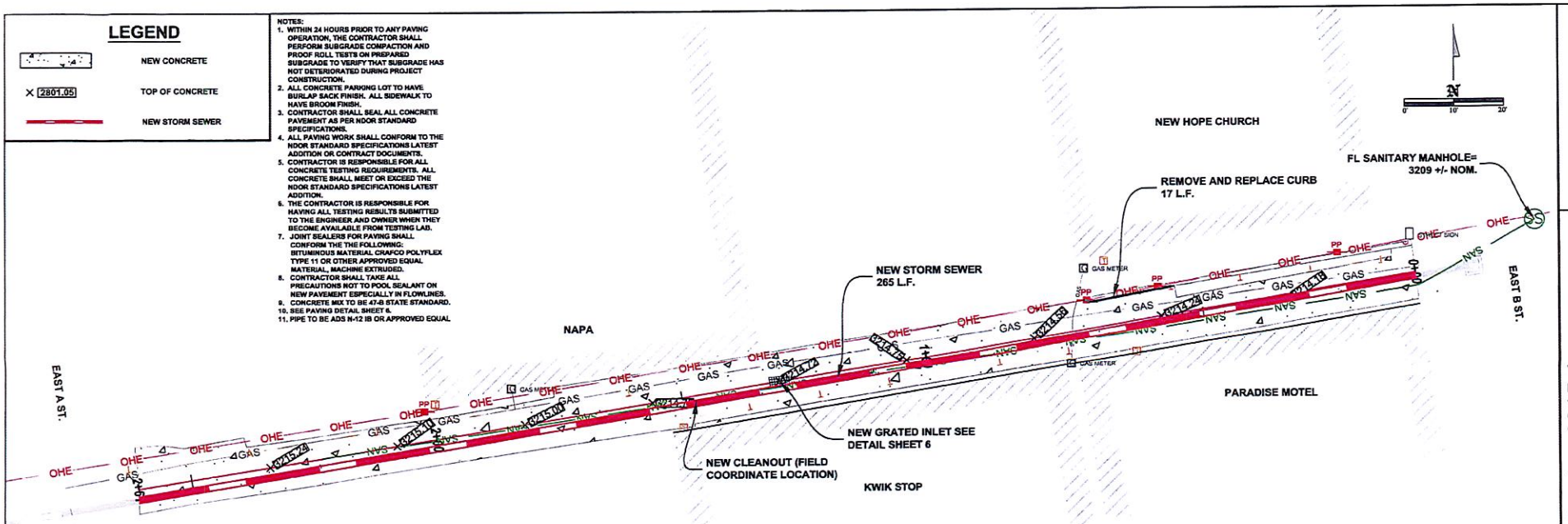
PROJECT:
REVISIONS:
DRAWN BY:
APPROVED BY:
DATE:
DWG.:
SCALE: As Shown
SHEET: 2

6B.

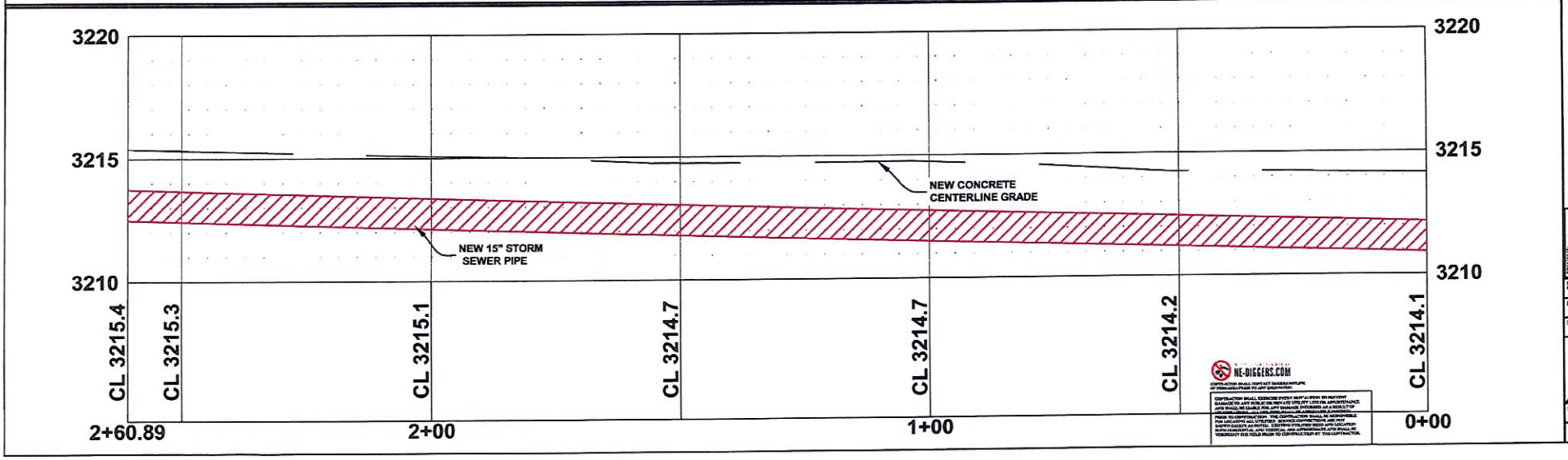
LEGEND

- NEW CONCRETE
- × 2801.05 TOP OF CONCRETE
- NEW STORM SEWER

NOTES:
1. WITHIN 24 HOURS PRIOR TO ANY PAVING OPERATION, THE CONTRACTOR SHALL PERFORM SUBGRADE COMPACTION AND PROOF ROLL TESTS ON PREPARED SUBGRADE TO VERIFY THAT SUBGRADE HAS NOT DETERIORATED DURING PROJECT CONSTRUCTION.
2. ALL CONCRETE PARKING LOT TO HAVE BURLAP SACK FINISH. ALL SIDEWALK TO HAVE BROOM FINISH.
3. CONTRACTOR SHALL SEAL ALL CONCRETE PAVEMENT AS PER NDOR STANDARD SPECIFICATIONS.
4. ALL PAVING WORK SHALL CONFORM TO THE NDOR STANDARD SPECIFICATIONS LATEST ADDITION OR CONTRACT DOCUMENTS.
5. CONTRACTOR IS RESPONSIBLE FOR ALL CONCRETE TESTING REQUIREMENTS. ALL CONCRETE SHALL MEET OR EXCEED THE NDOR STANDARD SPECIFICATIONS LATEST ADDITION.
6. THE CONTRACTOR IS RESPONSIBLE FOR HAVING ALL TESTING RESULTS SUBMITTED TO THE ENGINEER AND OWNER WHEN THEY BECOME AVAILABLE FROM TESTING LAB.
7. JOINT SEALERS FOR PAVING SHALL CONFORM THE THE FOLLOWING: BITUMINOUS MATERIAL CRAFCO POLYFLEX TYPE 11 OR OTHER APPROVED EQUAL MATERIAL, MACHINE EXTRUDED.
8. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NOT TO POOL SEALANT ON NEW PAVEMENT ESPECIALLY IN FLOWLINES.
9. CONCRETE MIX TO BE 47-B STATE STANDARD.
10. SEE PAVING DETAIL SHEET 6.
11. PIPE TO BE ADS N-12 IB OR APPROVED EQUAL



PAVING PLAN

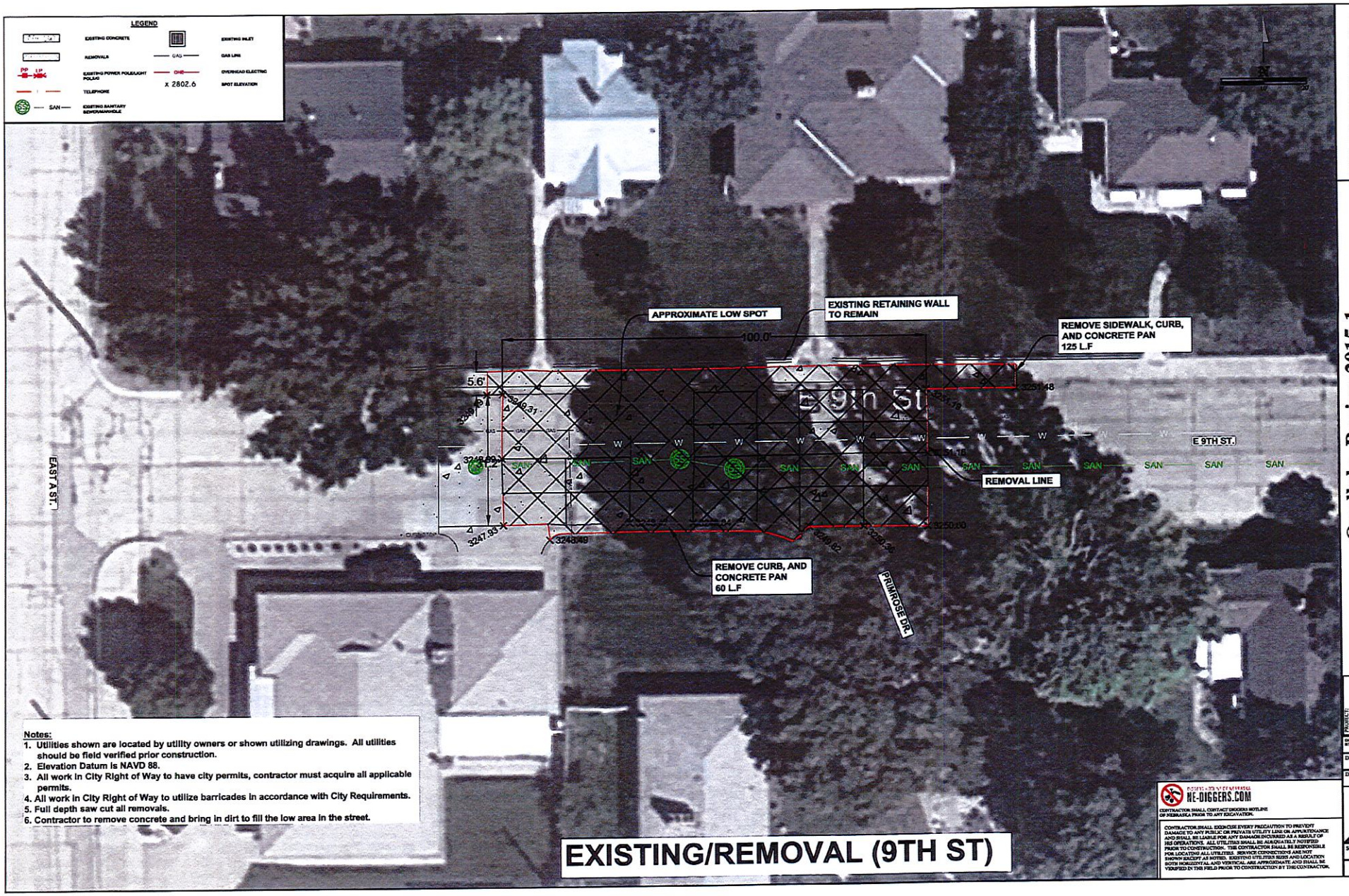


T.C. ENGINEERING INC.
NORTH PLATTE, NEBRASKA

Ogallala Paving 2015-1
Ogallala, Nebraska

PROJECT:
REVISIONS:
DRAWN BY:
APPROVED BY:
DATE:
DWG.:
SCALE: As Shown
SHEET: 3

6.B



Notes:

1. Utilities shown are located by utility owners or shown utilizing drawings. All utilities should be field verified prior construction.
2. Elevation Datum is NAVD 88.
3. All work in City Right of Way to have city permits, contractor must acquire all applicable permits.
4. All work in City Right of Way to utilize barricades in accordance with City Requirements.
5. Full depth saw cut all removals.
6. Contractor to remove concrete and bring in dirt to fill the low area in the street.

EXISTING/REMOVAL (9TH ST)

NE-DIGGERS.COM

CONTRACTOR SHALL CONTACT DIGGERS HOTLINE OF NEBRASKA PRIOR TO ANY EXCAVATION.

CONTRACTOR SHALL EXERCISE EVERY PRECAUTION TO PREVENT DAMAGE TO ANY PUBLIC OR PRIVATE UTILITY LINE OR APPURTENANCE AND SHALL BE LIABLE FOR ANY DAMAGE INCURRED AS A RESULT OF HIS OPERATIONS. ALL UTILITIES SHALL BE ADEQUATELY NOTIFIED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. SERVICE CONNECTIONS ARE NOT SHOWN EXCEPT AS NOTED. EXISTING UTILITIES SIZES AND LOCATION BOTH HORIZONTAL AND VERTICAL ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION BY THE CONTRACTOR.

T.C. ENGINEERING INC.
NORTH PLATTE, NEBRASKA

Ogallala Paving 2015-1

Ogallala, Nebraska

PROJECT:
REVISIONS:
DRAWN BY:
APPROVED BY:
DATE:
DWG.:
SCALE: As Shown
SHEET: 4

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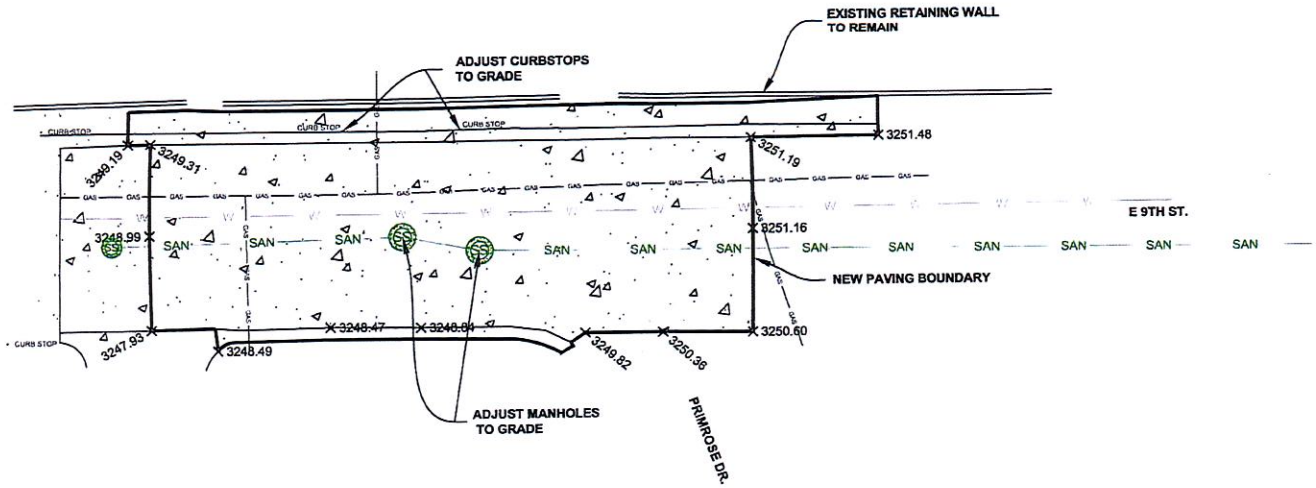
LEGEND

EXISTING CONCRETE	EXISTING INLET
REMOVALS	GAS LINE
EXISTING POWER POLE/LIGHT POLE/G	OVERHEAD ELECTRIC
TELEPHONE	x 2802.6 SPOT ELEVATION
SAN EXISTING SANITARY SEWER/MANHOLE	



Notes:

1. Utilities shown are located by utility owners or shown utilizing drawings. All utilities should be field verified prior construction.
3. All work in City Right of Way to have city permits, contractor must acquire all applicable permits.
4. All work in City Right of Way to utilize barricades in accordance with City Requirements.
5. Full depth saw cut all removals.
6. Contractor to remove concrete and bring in crushed concrete to fill the low area in the street.
7. Adjust manhole and curbstops to grade.
8. Location and depth of water main is unknown.

PAVING SHEET (9TH ST)

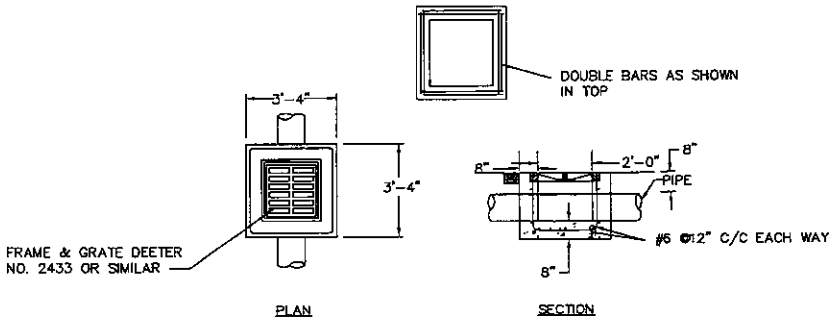
NE-DIGGERS.COM
CONTRACTOR SHALL CONTACT DIGGERS HOTLINE OF NEBRASKA PRIOR TO ANY EXCAVATION.

CONTRACTOR SHALL EXERCISE EVERY PRECAUTION TO PREVENT DAMAGE TO ANY PUBLIC OR PRIVATE UTILITY LINE OR APPURTENANCE AND SHALL BE LIABLE FOR ANY DAMAGE INCURRED AS A RESULT OF HIS OPERATIONS. ALL UTILITIES SHALL BE ADEQUATELY NOTIFIED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. SERVICE CONNECTIONS ARE NOT SHOWN EXCEPT AS NOTED. EXISTING UTILITIES SIZE AND LOCATION BOTH HORIZONTAL AND VERTICAL ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION BY THE CONTRACTOR.

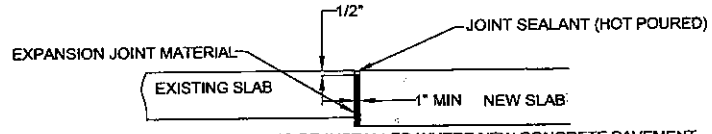
T.C. ENGINEERING INC.
NORTH PLATTE, NEBRASKA

Ogallala Paving 2015-1
Ogallala, Nebraska

PROJECT:
REVISIONS:
DRAWN BY:
APPROVED BY:
DATE:
DWG.:
SCALE: As Shown
SHEET: 5

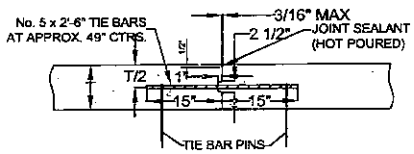


TYPICAL AREA INLET
NTS

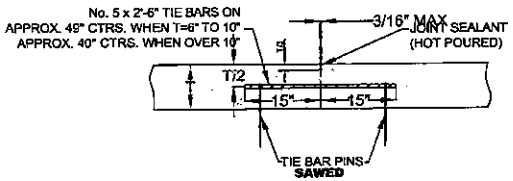


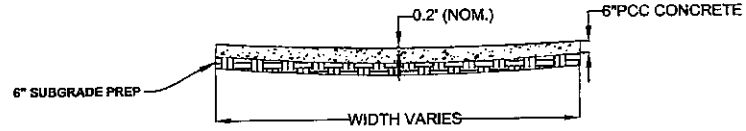
EXPANSION JOINT MATERIAL TO BE INSTALLED WHERE NEW CONCRETE PAVEMENT IS PLACED ADJACENT TO EXISTING CONCRETE PAVEMENT OR BUILDING

EXPANSION JOINT
NOT TO SCALE



KEY TYPE





ALLEY PAVING DETAIL
NTS

DETAILS

NE-DIGGERS.COM

T.C. ENGINEERING INC.
NORTH PLATTE, NEBRASKA

Ogallala Paving 2015-1
Ogallala, Nebraska

PROJECT:
REVISIONS:
DRAWN BY:
APPROVED BY:
DATE:
DWG.:
SCALE: As Shown
SHEET: 6

SPECIFICATIONS FOR
Ogallala Paving 2015-1
FOR
Ogallala, NEBRASKA

T.C. ENGINEERING INC.
CONSULTING ENGINEERS

ONE SOUTH SYCAMORE
PO BOX 832
NORTH PLATTE, NE 69103-0832
(308) 534 – 9245
(308) 534-3735 Fax
tcw@tcengineeringinc.com
brb@tcengineeringinc.com

6.B

SPECIFICATIONS
Ogallala Paving 2015-1
FOR
Ogallala, NEBRASKA

5/21/15

T.C. Engineering Inc.
North Platte, Nebraska

6.B

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02020 Removal of Structures and Obstructions	1
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6.B

REQUEST FOR BIDS

Sealed bids labeled "Ogallala Paving 2015-1", will be received until 2:00 P.M. Mountain Time, on June 17th, 2015 at the City Clerk's Office, 411 East 2nd, Ogallala, NE at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted.

Description of Work: This project shall consist of the following major items or process units:

Contract No. 1: Ogallala Paving 2015-1

265 lf of 15" PVC or HDPE Storm Sewer Pipe
1 Grated Inlet
765 sq yds Concrete Removal up to 12" t
685 sq yds 6" PCC Concrete
80 sq yds 4" PCC Concrete
205 lf of curb and gutter
Adjust Two Manholes and Two Curbstops to grade

Bids for **Error! Reference source not found.**, will be received until 2:00 P.M. Mountain Time, on **Error! Reference source not found.** at the City Clerk's Office, 411 East 2nd, Ogallala, NE , at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted.

The work shall be started within 30 days of the date of the Notice to Proceed and completed by **Error! Reference source not found.** unless extended due to weather.

Each bidder shall submit, with his Bid, a certified check or Bid Bond in a separate sealed envelope, in an amount not less than five percent (5%) of the total amount of his Base Bid. No Bidder may withdraw his proposal for at least thirty (30) days after the scheduled closing time for the receipt of Bids.

A 100 % Performance Bond and Labor & Material Bond shall be furnished within 10 days of the Notice of Award by the successful Bidder.

Contract documents may be obtained from the ENGINEER, T.C. ENGINEERING INC.; One South Sycamore; P.O. Box 832; North Platte, Nebraska 69103-0832; (Phone: 308/534-9245) on payment of a non-refundable deposit of twenty-five Dollars (**Error! Reference source not found.**).

The Owner may require any Bidder to submit to the Engineer, prior to the date of the Bid opening, a properly executed Contractor's Qualification Statement, AIA Document A305, and/or that his Bid be accompanied with a signed certificate from a surety company licensed in the State of Nebraska that the surety company shall provide the Bidder, if awarded the Contract, with a Performance Bond and Labor & Material Bond in the amount of one hundred percent (100%) of the Contract Sum.

The Owner reserves the right to reject any or all Bids and to waive informalities in Bids received. The Owner reserves the right to accept that bid, with or without alternates, which the Owner deems most beneficial to the **Error! Reference source not found.**, Nebraska.

Dated this 26th day of May, 2015.

_____
Jane M. Skinner, City Clerk

6.B

Publish: June 1, 2015
June 8, 2015
June 15, 2015

6.B.

BID FOR OGALLALA PAVING 2015-1

OGALLALA, NEBRASKA

Bid of_____,

a corporation organized and existing under the laws of the

State of _____;

a partnership consisting of _____

_____

_____ partners; or,

a sole proprietor;

hereinafter called the Bidder.

To: City Hall
411 East 2nd Street
OGALLALA, NE 69153

The undersigned acknowledges that he has received, and has familiarized himself with the following:

Project Manual for City of Ogallala, Nebraska,
OGALLALA PAVING 2015-1
Drawings: Sheets 1 through 4

Addenda: No. ___ through ___.

The undersigned further acknowledges that he has visited the site, and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, survey stakes, tools, dewatering, expendable equipment, bailing, shoring removal, overhead, profit, insurance, etc., and all utility and transportation services necessary to perform and complete, in a workmanlike manner, any individual Project Contract or Contracts for which Bids are submitted, in accord with the Bidding Documents prepared by T.C. Engineering Inc., for the consideration hereinafter set forth.

6.B.

2. To hold his Bid open for Thirty (30) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

3. To enter into and execute a Contract, if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Contract and Bonds to the Engineer within ten (10) days after Notice of Award. The Bid Security shall become the property of the Owner in the event the Contract and Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

4. To complete the tests specified in Section 01400.

5. To start the Work within Thirty (30) calendar days from the date of the Contract, and complete the Work by October 1st, 2015.

6. Acknowledges that he has reviewed and read the Drawings, Project Manual (Specifications), General Conditions, and Special Conditions, and that there are no errors in, or omissions from, the Drawings and Project Manual. In the event there are errors in, or omissions from, the Drawings and Project Manual, he never-the-less accepts same as is.

7. Acknowledges the special payment schedule of 1/2 payment prior to October 1st 2015 and ½ payment post October 1st, 2015.

That if he neglects, fails or refuses to complete the Work within the Contract Time, or an extension as determined by the Owner and Engineer, he shall pay the Owner the sum of Three Hundred Sixty Six Dollars and Sixty Four Cents($ 366.64)/day, not as a penalty but as liquidated damages for such breach of Contract, for each and every day that he defaults after the time stipulated for completing the Work, as provided in the
General Conditions.

Liquidated Damages Calculation:

Administration cost = 1 hour/day x $ 35.00/hr = $ 35.00
Engineering cost = 20 hours/week = $ 85/hr (weighted average)
Mileage = 550 miles/week @ $0.50/mile
Loss of revenue on Community Center = $ 1000/month
Interest on short term borrowing = 8 %
Interest on long term borrowing = 4 %

Annual cost equivalent:

Administration: 365/7 x 5 x $ 35.00 =	$ 9,125.00
Engineering: 20 x 52 x $85.00 =	$ 88,400.00
550 x 52 x $0.50/mile =	$ 14,300.00
Revenue loss: 12 months x $ 1000.00 =	$ 12,000.00
Interest: $ 250,000 x (.08 - .04) =	$ 10,000.00
Annual cost =	$133,825.00
Daily cost =	$366.64/calendar day

6B

BID SCHEDULE: The quantities are estimated. Unit Prices are for the complete installation of each item and related work thereto. (Amounts shall be shown in both Unit Prices and Total Amounts. In case of discrepancy, Unit Prices shall govern.).

PROJECT CONTRACT NO. 1: **Ogallala Paving 2015-1**
The undersigned agrees to perform all of the Work required to complete Project Contract No. 1 for the following Unit Prices based upon Measurements in accord with Section 01200 Progress and Payment:

Item No.	Description	Approximate Quantity and Unit	Unit Price	Total Amount
1.	Concrete removal up to 12" t	750 SY	$_____	$_____
2.	Concrete Sidewalk Removal	90 SY	$_____	$_____
3.	Earth Excavation including compacted subgrade, stripping, moisture adjustment.	60 CY	$_____	$_____
4.	Concrete or asphalt full depth sawing	850 LF	$_____	$_____
5.	6"t PC Concrete Paving including curb, joints, crack sealing, and expansion joint material (47 - B 1PF Concrete)	750 SY	$_____	$_____
6.	4"t Concrete Sidewalk including ADA ramp With detectable dome warning template	90 SY	$_____	$_____
7.	6" Curb and gutter	200 LF	$_____	$_____
8.	12" Curb and gutter	25 LF	$_____	$_____
9.	Compacted crushed concrete street base	80 tons	$_____	$_____

6B

10. Adjust manhole to grade
2 each $_____ $_____

11. Adjust cleanout to grade
2 each $_____ $_____

12. 15" Storm sewer pipe, including connections, taps and concrete collar connections to existing pipe
270 LF $_____ $_____

13. Grated Inlet
1 EA $_____ $_____

14. New sewer cleanout
1 EA $_____ $_____

TOTAL CONTRACT No. 1: $_____

MISCELLANEOUS ITEMS CALLED FOR ON THE DRAWINGS OR INCLUDED IN THE SPECIFICATIONS OR PROJECT MANUAL, AND NOT SPECIFICALLY NAMED IN THE BID FORM SHALL BE CONSIDERED INCIDENTAL EXPENSES AND INCLUDED IN THE UNIT PRICE BID FOR THE INSTALLATION OF THE STORM SEWER PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE FOR INCIDENTAL EXPENSES.

The undersigned has submitted the required Bid Security and other items required in the Instructions to Bidders. The undersigned certifies that he is complying with, and will continue to comply with, Fair Labor Standards according to law, in the pursuit of his business and in the execution of the Contract on which he is Bidding.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner. The undersigned agrees to abide by the decision of the Owner to accept that Bid with or without alternates, which the Owner deems most beneficial to the City of OGALLALA, Nebraska.

Dated this _____ day of _____, 2015_/

Respectfully submitted,

_____
Name of Bidder

_____
Address of Bidder

_____
Authorized Officer (Signature)

6B

_____
Area Code/Telephone Number

_____
FAX Area Code/Telephone Number

_____
email

6.B

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accord with these Instruction to Bidders.

IB-01. DOCUMENTS: General Contractors may obtain copies of the Contract Documents from the Engineer, between the hours of 8:00 AM and 12:00 PM and 1:00 PM and 5:00 PM, Central time, North Platte, Nebraska, Monday through Friday upon the receipt of $135 per set. Major sub-contractors, such as mechanical and electrical, may obtain one set. Bidding Documents will not be issued to other sub-bidders. They may obtain partial sets of the Contract Documents on payment of $5.00 per print of the required drawings and $0.50 per copy of other required Bidding Documents. These payments are not refundable.

IB-02. EXAMINATION: Bidders shall carefully examine the Contract Documents and construction site to obtain firsthand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and Contract Documents.

IB-03. QUESTIONS: Submit all questions about Contract Documents to the Engineer. Replies will be issued to all Prime Bidders of record as Addenda to the Drawings and Project Manual, and will become part of the Contract. The Engineer and the Owner will not be responsible for oral clarification. **No technical questions received less than forty-eight (48) hours immediately preceding the Bid opening will be answered.**

IB-04. SUBSTITUTIONS: To obtain approval to use unspecified products, Bidders shall submit written requests at least ten (10) days before the Bid date and hour. Requests received after this time will not considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the Product is acceptable, the Engineer will approve it in an Addendum issued to all Prime Bidders of record.

IB-05. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Contract Documents will be made to any Bidder orally.

> Every request for such interpretation shall be in writing addressed to the Engineer, and , to be given consideration, must be received at least ten (10) days prior to the date fixed for receiving Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed by certified mail with return receipt requested to all Bidders of record (at the respective addressed furnished for such purposes), not later than three (3) days prior to the date fixed for the receipt of Bids. Failure of any bidder to receive any such Addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

IB-06. BASIS OF BIDS: The bidder must include all unit cost items shown on the Bid Form; failure to comply may be cause for rejection. No segregated Bids or assignments will be considered.

IB-07. BID SECURITY: A certified check or Bid Bond in an amount not less than percent five (5%) total amount of the Base Bid, payable to the City of Ogallala, Ogallala, Nebraska, shall accompany each Bid in a separate sealed opaque envelope, bearing on the outside the bidder's name and address, and marked "**Bid Security for Ogallala Paving 2015-1, City of** Ogallala, **Ogallala, Nebraska**", and marked with the division of Work or Contract it represents.

> If a Bid Bond is submitted, it shall be issued by a surety company authorized the State of Nebraska to issue such bonds, shall be acceptable to the Owner, and shall be submitted on AIA Document A310, latest edition.
>
> Bid Security will be returned to the Bidders as soon as the successful bidder has executed and delivered

6B

the Contract, and has furnished satisfactory Bonds.

IB-08. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: Upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after receiving notice of the acceptance of his Bid, the successful Bidder shall forfeit to the Owner the security deposited with his Bid as Liquidated Damages for Such failure or refusal.

IB-09. PERFORMANCE, LABOR AND MATERIAL BOND in the amount equal to one hundred percent (100%) of the Contract Price, shall be furnished by the successful Bidder in accord with the General and Supplementary Conditions and General Requirements.

IB-10. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds and Contract Bonds must file with each Bond a certified and dated copy of their power of Attorney.

IB-11. SALES AND USE TAX: FINAL DETERMINATION OF TAXABLE STATUS OF PROJECT MATERIAL SHALL BE DETERMINED BY THE DEPT. OF REVENUE. IT SHALL BE THE BIDDERS RESPONSIBILITY TO DETERMINE THE TAXABLE STATUS OF MATERIAL AND LABOR FOR THIS PROJECT PRIOR TO THE BID.

IB-12. EQUIPMENT LIST: Bids shall be accompanied with an accurate list of major times of equipment to be used in assembling the installation including all items of equipment specified herein.

IB-13. PREPARATION OF BIDS: Bids shall be made on unaltered Bid Forms furnished by the Engineer. In ink or typewritten words and figures, fill in all blank spaces for Bid Prices and submit on (1) copy. Bids shall be signed by the person or persons legally authorized to bind the bidder to a Contract, with the name or names typed below the signature or signatures. Bids submitted by an agent shall have a current Power of Attorney attached certifying the authority of the agent to bind the Bidder.

IB-14. SUBMITTALS: Bids shall be submitted in opaque, sealed envelopes bearing on the outside the name and address of the Bidder, and marked "bid for **Ogallala Paving 2015-1**". If Bids are sent by mail, they shall be received until June 17th, 2015 by the City of Ogallala, ,Ogallala, Nebraska,69153. If Bids are faxed they shall be received by .

IB-15. MODIFICATION AND WITHDRAWAL: No Bid may be withdrawn or modified after the Bid opening, except where the award of the Contract has been delayed for thirty (30) days.

IB-16. DISQUALIFICATION: The Owner reserved the right to disqualify Bids before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

IB-17. OPENING: Bids will be received until the appointed hour at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted.

IB-18. BID AWARD: The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Base Bid with or without alternates provided his Bid is reasonable and it is in the Owner's interest to accept it. The Owner reserves the right to reject any and all Bids received. The Owner shall have the right to reject any or all Bids and to reject bids not accompanied by required Bid Security.
IB-18.1 The Owner reserves the right to retain the security of the next 3 lowest bidders until the selected bidder enters into contract, or until Thirty (30) days subsequent to the receipt of bids, whichever is shorter. Bid security will be returned after contract with successful bidder has been executed or 60 days after receipt of bids; whichever period is shorter.

IB-18.2 All other Bid Security will be retired as soon as practicable. If any bidder refuses to enter into an agreement, within 10 days from notice of the award of contract, the Owner will retain his Bid Security as liquidated damages, but Not add a penalty. The Bid Security is to be submitted with the Bid Form.

IB-19. FAIR LABOR STANDARDS: Each Bid shall be accompanied with a statement from the bidder that he is complying with, and will continue to comply with, Fair Labor Standards according to law, in the pursuit of his business and in the execution of the Contract on which he is bidding.

IB-20. BID AWARD: The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Base Bid and/or applicable alternates provided his Bid is reasonable and it is in the Owner's interest to accept it. The Owner reserves the right to reject any and all Bids received. The Owner shall have the right to reject any or all Bids and to reject bids not accompanied by required Bid Security.

IB-21. QUALIFICATIONS OF CONTRACTORS STATEMENT: The Owner will not award to any bidder who cannot furnish satisfactory evidence that he has adequate equipment and personnel to complete the work properly within the time stated in the proposal, and that he has suitable financial status to promptly meet all obligations incidental to performing the work.

IB-22. SPECIAL NOTICE ON PAYMENTS: Due to budgeting considerations, all bidders will include provisions for being paid ½ of the project bid total, prior to October 1st, 2015 and being paid ½ of the bid total after October 1st, 2015. Bidders will include all costs for this provision in their bid. This special notice supersedes any standard payment procedures listed hereafter.

6B

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA- Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID- The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER- Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS- BID, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER- A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS- The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, AND ADDENDA.

1.8 CONTRACT PRICE- The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME- The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR- The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS- The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER- The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER- A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE, or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD- The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED- Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER- A public or quasi-public, body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT- The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE- The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS- A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR- An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION- That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER- Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK- All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE- Any notice to any party or the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecutions of the WORK as required by the CONTRACT DOCUMENTS. The engineer shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTORS certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES, AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the

CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

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7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction required any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may required, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate CHANGE ORDER shall be issued.

8 SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, by the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that any be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for

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by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. HE will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. HE will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13 CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. IF such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACT shall document the basis for the change in CONTRACT PRICE or TIME, within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.
(b) An agreed lump sum.
(c) The Maximum percent which shall be allowed for CONTRACTOR'S combined overhead

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and profit shall be as follows:

a. For the subcontractor, 10% of the net extra cost of the work he performs.

b. For the Contractor, 5% of the net extra cost of the work performed by the subcontractors.

c. For the Contractor, 10% of the net extra cost of the work he performs with his own forces. The cost shall include all direct and necessary production costs of the work itself, i.e., labor and items incidental to labor (such as public liability and workmen's compensation insurance, old-age and unemployment insurance, social security), pro-rata charges for foremen, material, and the use of power tools and equipment.

Among the items to be considered as overhead and not as cost are insurance other than as mentioned, premium or bond(s) required by the Contract, supervision, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens, and general office expense.

For each Change Order issued, the Contractor shall furnish an itemized, bona fide, written proposal in multiple-copy form and with such supporting papers as the Engineer may require.

The general contractor will be allowed an additional 5% for all change orders less than $500.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. IT is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 IF the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is date to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS

destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. IF the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially form those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do s materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In 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 direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the

ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 IF the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably required. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5%) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishes of machinery, and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been full discharged where- upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event

shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

19.8 AS A SPECIAL PROVISION FOR THIS CONTRACT, FIFTY (50%) percent (not more than $50,000) of the contracted work shall be paid prior to October 1st 2015. The remaining 50% will be paid after October 1st, 2015. This payment schedule will be followed even if the work is completed earlier.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the owner of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation disability benefit and other similar employee benefits;

21.1.2 Claims for damages because of bodily injury, occupations sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less the $500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable. Fire and Expended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUB-CONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or

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CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall required such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt of loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR.

No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24 INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR or SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their against or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 IF the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to the starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or other involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be sully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACTOR DOCUMENTS.

26.4 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to the quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless

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otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such correction as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. IN the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be field with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

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ADDITIONAL CONDITIONS

1.0 ENGINEER

1.1 Whenever reference is made to the Engineer, it shall mean
T.C. Engineering Inc., One South Sycamore, Box 832, North Platte, NE 69103.

1.2 The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any Subcontractor or Sub-subcontractor.

1.3 The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ON the basis of his on-site observations as an Engineer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents.

1.5 Based on the Engineer's observations and an evaluation of the contractor's partial payment estimate, the Engineer will determine the amounts owing to the Contractor and will approve partial payment in such amounts, as provided in the General Conditions.

1.6 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.

2.0 CONTRACTOR

2.1 The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

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2.3 Cutting and Patching of Work

2.3.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

2.3.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor without his prior written consent to cutting or otherwise altering the Work.

2.4 Cleaning Up

2.4.1 The Contractor at all times shall keep the premises free from accumulation of waste materials caused by his operations. At the completion of the Work, he shall remove all his waste materials caused by his operations. **Contractor shall leave site in a "HAND-RAKED" finish.**

2.4.2 If the Contractor fails to clean up at the completion or the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

2.5 The Contractor shall forward all communications to the Owner through the Engineer.

2.6 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Engineer, and shall be delivered to him for the Owner upon completion of the Work.

3.0 WORK BY OWNER OR SEPARATE CONTRACTOR

3.1 Mutual Responsibility

3.1.1. The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

3.1.2 If any part of the Contractor's Work depends for proper execution of results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

3.1.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

3.1.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in the General Conditions.

3.1.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the

Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises there from, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

3.2 Owner's Right to Clean Up

3.2.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 2.4, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Engineer shall determine to be just.

4.0 MISCELLANEOUS PROVISIONS

4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4.3 Rights and remedies

4.3.1 The duties and obligations imposed by the Contact Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4.3.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

5.0 PAYMENTS AND COMPLETION

5.1 Before the first partial payment estimate, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's partial payment estimates.

5.2 The Contractor warrants that title to all Work, materials and equipment covered by a partial payment estimate will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

5.3 The approval of a partial payment estimate will constitute a representation by the Engineer to the Owner, based on his observations at the site as provided herein and the data comprising
the request for payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tasks required by or performed under the Contract Documents, to minor deviations form the Contract documents correctable prior to completion, and to any specific qualifications stated in writing; and that the

Contractor is entitled to payment in the amount approved. However, by approving a partial payment estimate, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Price.

5.4 No approval of a partial payment estimate, nor any payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance or any Work not in accordance with the Contract Documents.

6.0 ACCEPTANCE OR DEFECTIVE OR NON-CONFORMING WORK

6.1 IF the Owner prefers to accept defective or non-conforming Work, he may do so instead or requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contracted Price where appropriate and equitable.

7.0 DRAWINGS AND SPECIFICATIONS AT THE SITE

7.1 The Contractor shall maintain at the site for the Engineer one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good order, and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to him upon completion of the work.

8.0 ENUMERATION OF THE DRAWINGS, PROJECT MANUAL AND ADDENDA

8.1 Following are the Drawings, Project Manual, and Addenda which form a part of this Contract as set forth the accompanying General Conditions of the Contract for Construction:

Drawings: Sheets 1 to 6.

Project Manual
Addenda: As Issued

9.0 FINAL QUANTITIES

9.1 The Owner reserves the right to increase or decrease, within reasonable limits, any of the quantities shown. The term "reasonable limits" shall mean a twenty-five percent (25%) increase or decrease in the quantities on any one Contract or Bid item. In the event that the actual quantities differ more than the reasonable limits, an equitable revision of the Unit Price shall be made when requested by wither the Owner or Contractor, in writing.

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DIVISION 1

GENERAL REQUIREMENTS		Pages
Section 01010	Summary of the Work	01010-1
Section 01150	Project Meetings	01150-1
Section 01200	Progress and Payment	01200-1; 2
Section 01300	Submittals	01300-1;
Section 01400	Testing Laboratory Services	01400-1
Section 01500	Temporary Facilities	01500-1; 3
Section 01600	Material and Equipment	01600-1
Section 01700	Project Closeout	01700-1

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SECTION 01010

SUMMARY OF THE WORK

1.0 THIS CONTRACT includes all material, labor, tools, expendable equipment, utility and transportation services, and all incidental items necessary to perform and complete, in a workmanlike manner, the Work required for the construction of the **Ogallala Paving 2015-1, Ogallala, Nebraska, Nebraska.**

Contractor shall include the removal and replacement of concrete, soil fill, storm pipe and utility adjustment.

2.0 WORK ON SUNDAYS AND HOLIDAYS. Except for strictly emergency work of for protection of property or work required by these Specifications, no work shall be performed by the Contractor on Sundays or holidays without permission from the Engineer. The intent of this requirement is that the public or any individuals shall not be unduly disturbed by the construction operations on the said days.

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SECTION 01150

PROJECT MEETINGS

1.0 PRECONSTRUCTION CONFERENCE. The Contractor shall attend a preconstruction conference to discuss and clarify contract administration procedures, requirements under which the construction operation is to proceed. The Owner and the Engineer may also attend. The Engineer will notify the Contractor of the date, time, and location of the conference.

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SECTION 01200

PROGRESS AND PAYMENT

1.0 APPLICATION FOR PAYMENT shall be submitted to the Engineer on the twenty-fifth (25) day of each month for Work completed and material stored up to five days prior to the day on which the Application for Payment is submitted. Applications for Payment shall be submitted in triplicate on forms provided by the Engineer.

2.0 PAYMENT Upon certification by the Engineer, the Owner shall, at the next regularly scheduled meeting, pay to the Contractor, on account of the contract, 90 percent of the value of labor and materials incorporated in the Work and 90 percent of materials suitably stored in accord with the General Conditions.

3.0 REDUCTION IN RETAINAGE AFTER WORK IS FIFTY PERCENT COMPLETE. After 50 percent of the Work is complete, and upon receipt of Applications for Payment accompanied by Consent of Surety to Reduction in or Partial Release of Retainage, executed in duplicate on AIA Documents G707A, June 1971 Edition, the Engineer, if he finds satisfactory progress is being made, will certify reduction in retainage to five percent, and 50 percent of the funds previously retained will be released to the Contractor. A cash bond or irrevocable letter of credit may be accepted in lieu of all or part of the retainage when it reaches five percent or less.

4.0 REDUCTION IN RETAINAGE AFTER SUBSTANTIAL COMPLETION. After substantial Completion, and upon receipt of Applications for Payment accompanied by Consent of Surety to Reduction in or Partial Release of Retainage executed in duplicate on AIA Document G707A, June, 1971 Edition, the Engineer will certify reduction in retainage to the amount necessary to assure completion.

5.0 FINAL PAYMENT. After final Completion of any Project Contract, and upon receipt of Applications for Payment accompanied by Consent of Surety Company to Final Payment and Contractor's Affidavit of Payment of Debts and Claims executed in duplicate on AIA Documents G707 and G706, April, 1970, Editions respectively, and upon certification of the Engineer, the Owner shall pay the Contractor the entire balance of the Contract Sum applicable to the Project Contract.

6.0 MEASUREMENT

6.1 ASPHALT shall be measured by the ton of mixed aggregate and asphalt as specified in-place, and shall be paid for at the unit price bid per ton which price shall constitute full payment for cleaning base or underlying course, for producing, furnishing, transporting, stock piling, heating, drying, and screening for aggregate materials; for furnishing, handling, measuring, mixing, manipulating and placing of materials; for hauling placing, shaping, compacting, and finishing of the paving mix; for tacking and tack oil; for improving unsatisfactory areas; for reconditioning underlying courses; for furnishing samples; for furnishing those tests specified; for maintenance of the completed Work until final acceptance; for all materials necessary to complete the Work as described in the Project Manual or Specification and Drawings or Plans.

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6.2 PIPE AND CASING shall be measured on the surface of the ground from center to center of junctions in the pipelines, or from center of junction to end of pipe line for dead-end lines or service lines. No deductions for length of line will be made for fittings, manholes and valves installed in the line. Payment will be made on this basis at the price per foot of line of the various sizes installed. Connections shall be made to existing pipe lines at no additional compensation, but the cost thereof shall be included in the unit price bid for main. No additional payment shall be made for couplers, followers, glands, lugs, nuts, rivets, washers, and the like. No additional payment shall be made for jacking or boring service lines beneath pavement or sidewalks.

6.3 FITTINGS shall be measured by the piece and shall be paid at the Unit Price bid per piece. Measurement shall be for the fitting only, and bolts, flanges, glands, followers and other appurtenances shall not be included in the measurement.

6.4 PAVEMENT removed and replaced, or installed during the construction shall be paid as per the unit price bid for asphalt or concrete repair. Pavement cuts exceeding the following shall be repaired but not included in the quantity for payment:

10" Pipe	60" Trench Width
8" Pipe	60" Trench Width
4" or 6" Pipe	48" Trench Width
2" Pipe	18" Trench Width
less than 2" Pipe	10" Trench Width
Valves	10 SF/ea
Fittings	5 SF/ea
Fire Hydrants	20 SF/ea

THE ENGINEER SHALL MAKE THE FINAL DETERMINATION AS TO THE RESPONSIBILITY OF CUTS.

6.5 EXCAVATION shall be determined by the "average end area" method for all materials measured in its original position at the actual start of construction. The average end area method shall be computed using a minimum of three elevations, one/side and one/center line, at a maximum of 100-ft. intervals. Payment shall be made per cubic yard of material removed as specified. No additional payment shall be made for material scarified and re-compacted in-place, including compacted subgrade beneath pavement and curb and gutter. Unacceptable subgrade material shall be removed at the same unit price per cubic yard as for the excavation bid price.

6.6 CRUSHED CONCRETE OR AGGREGATE FILL shall be measured by the ton of aggregate and as specified compacted in-place, and shall be paid for at the unit price bid per ton which price shall constitute full payment for cleaning subgrade; for producing, furnishing, transporting, stock piling and screening for aggregate materials; for furnishing, handling, measuring, manipulating and placing of materials; for hauling placing, shaping, compacting, of the fill; for improving unsatisfactory areas; for furnishing samples; for furnishing those tests specified; for all materials necessary to complete the Work as described in the Project Manual or Specification and Drawings or Plans.

6.7 INDIVIDUAL ITEMS including valves, fire hydrants and the like shall be paid at the unit price bid for the various kinds and sizes installed.

7.0 MISCELLANEOUS ITEMS called for on the drawings or included in the specifications or project manual, and not specifically named in the Bid Form shall be considered Incidental Expenses and included in the unit price bid for the associated bid item. No additional payment shall be made for Incidental Expenses. Examples include testing, signs or poles removed and replaced, off-site fill material, connections, traffic control, miscellaneous tunneling, storm sewer repair or reconstruction.

8.0 TREES required to be removed for construction shall be removed as an Incidental Expense by the Contractor, and at no additional cost to the Owner. No additional payment shall be made for trimming trees.

9.0 PIT-RUN, SAND, AND GRAVEL shall be included in the unit price bid per cubic yard. The weight of sand, gravel and cobble shall be determined by using 2,700 pounds per cubic yard. Weight tickets shall be furnished to the Engineer for the sand and gravel.

10.0 FINAL QUANTITIES. The Owner reserves the right to increase or decrease, within reasonable limits, any of the quantities shown. The term "reasonable limits" shall mean a twenty-five percent (25%) increase or decrease in the quantities on any one Contract or Bid item. In the event that the actual quantities differ more than the reasonable limits, an equitable revision of the Unit Price shall be made when requested by either the Owner or Contractor, in writing.

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SECTION 01300

SUBMITTALS

1.0 SUBMITTALS SPECIFIED IN OTHER SECTIONS are as follows:

Section 01400 Testing Reports

2.0 AIA DOCUMENTS which are required for submittals in this or other Sections of these Specifications may be obtained from:

Association Services
1910 South 44th Street
Omaha, Nebraska 68105
402/556-8506

3.0 CERTIFICATE OF INSURANCE, shall be submitted to the Owner's insurance representative by the Contractor prior to the commencement of the Work.

4.0 DELETE

5.0 SHOP DRAWINGS AND PRODUCT DATA, shall be submitted to the Engineer, prior to 50 percent completion of the contract. Failure to submit shop drawings by 50 percent completion shall result in the withholding of contract payment until such time shop drawings are submitted.

5.01 TRANSMITTAL FORMS. Each transmittal shall be accompanied by two (2) Shop Drawing Transmittal Forms furnished by the Engineer and completed and consecutively numbered by the Contractor.

5.02 SHOP DRAWINGS. Submit one sepia print, not exceeding 30 inches x 42 inches in size, for each sheet of shop drawings.

5.03 PRODUCT DATA. Submit in seven (7) copies. Shop drawings and product data shall be submitted for the following:

Section No.	Description
02550	Pipe System
03300	Concrete Mix Design

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SECTION 01400

TESTING LABORATORY SERVICES

1.0 TESTING LABORATORY for all testing hereinafter specified shall be selected by the Contractor with the approval of the Engineer.

2.0 NOTIFICATION OF TESTING LABORATORY that materials are ready for sampling shall be made by the Contractor. In the case of soils testing, such notification shall be made at least seven (7) days in advance.

3.0 SAMPLING shall be made by the authorized representative of the testing laboratory, except they shall be made by the Contractor when directed by the Engineer.

4.0 REPORTS shall be made in duplicate directly to the Engineer with a copy sent directly to the Contractor, and, in the case of concrete, an additional copy shall be sent directly to the concrete producer.

5.0 PAYMENTS. The Contractor shall include in his Bid the cost of inspection and testing of the earth fill and concrete, as hereinafter specified and as given in the individual specifications sections:

Test Schedule

One Proctor for each type of soil.

Backfill for structures:	One density test/structure or one density test/50 cy, whichever is less.
Backfill for pipelines:	One test/500 lf of pipe.
Concrete:	One compressive test set (3) for each pour, or 1 per 50 cy.
Backfill for pipelines:	One test/500 lf of pipe.
Road:	One compaction test/9000 sf of road surface

6.0 PATCHING, if required by the taking of samples, shall be made by the Contractor.

7.0 TESTS ARE SPECIFIED in the following Sections:

02221 Excavation, Trenching, and Backfilling for Utilities
02550 Pipe System

8.0 TESTS NOT NAMED IN THIS SECTION BUT CALLED FOR IN ANOTHER SECTION SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE.

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SECTION 01500

TEMPORARY FACILITIES

1.0 WATER shall be furnished by the Contractor as may be needed for the entire prosecution of the Work.

2.0 TEMPORARY POWER shall be provided throughout the construction period by the Contractor for use by all trades, Contractors, and Subcontractors for the following purposes:

Operation of miscellaneous power tools and equipment
Temporary lighting
Testing and checking equipment
Welding units
Space heating devices
Night security lighting
Temporary power to verify equipment operation.

3.0 TEMPORARY LIGHTING shall be provided during the construction period by the Contractor for use by all trades, Contractors, and Subcontractors for safe and adequate working conditions.

4.0 COST OF TEMPORARY POWER used during construction, including the cost of setting and removing temporary service and power transmitted through the permanent system prior to Completion, shall be borne by the Contractor.

5.0 SANITARY CONVENIENCES for use of all persons employed on the Work will be provided and maintained by the Contractor.

6.0 COLD WEATHER PROTECTION. The Contractor shall be responsible for adequately protecting utilities, supplies, and equipment of the Work during cold weather. Items subject to cold weather damage shall be protected by covering, insulating, or storing in heated space.

7.0 FENCES AND GATES

7.01 TEMPORARY REMOVAL AND REPLACEMENT OF FENCES. When it is necessary for the execution of the Work to pass through existing fences, not designated for permanent removal or relocation, the Contractor shall remove and replace such fences, or portions thereof, when and as directed by the Engineer.

7.02 TEMPORARY FENCES AND GATES shall be erected and maintained by the Contractor to properly control the movement of but not limited to vehicular traffic, pedestrian, and livestock.
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7.03 EXISTING GATES shall be maintained closed by the Contractor who shall be responsible for any damage, injury, or loss to property resulting form any gate left in an open condition by the Contractor or any of his Subcontractors or Sub-subcontractors.

8.0 PROTECTION OF UTILITIES

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8.01 EXERCISE EVERY PRECAUTION to avoid damage to existing public or private utility lines and appurtenances, including telephone cables and wires, while performing the Work.

8.02 GIVE ADEQUATE AND TIMELY NOTICE to public and private utility owners before commencing work and cooperate with utility owners while performing the Work.

8.03 LOCATE UNDERGROUND PIPE AND CABLE with location and detection equipment well in advance of the Work.

9.0 RESERVED.

10.0 STAKING OUT THE WORK. The work will be staked out by the Engineer or his representative. In order that the Contractor may become familiar with the location of such stakes, he or his representatives shall assist with the staking work and furnished the required help for staking out the Work. **The Contractor shall also furnish the stakes.** Stakes will be set for the pipe lines; construction and control stakes will be set for structures. All lines, grades, and measurements which may be further required to be transferred or extended to the various parts of the structures for their proper construction shall be established and set from the control stakes by the Contractor. The Contractor shall replace stakes or marks which are removed through willful or careless acts or the Contractor before their usefulness is fulfilled.

11.0 LAYING OUT THE WORK. The Contractor shall lay out his work, and shall be responsible for measurements. He shall exercises proper precaution to verify the figures on the Drawings before laying out the Work, and he will be held responsible for any errors therein that enter into construction that otherwise might have been avoided.

12.0 WATER COURSES AND DRAINAGE WAYS shall be maintained in their natural condition or equivalent courses or other means or drainage shall be constructed and maintained by the Contractor.

13.0 STORAGE OF MATERIALS AND EQUIPMENT. The Contractor may store materials and equipment on the site in locations approved by the Engineer.

14.0 PROJECT OFFICES

14.01 OFFICES AND STORAGE FACILITIES FOR THE CONTRACTORS AND SUBCONTRACTORS shall be maintained on the site as necessary for the proper conduct of the Work. After consulting with the Engineer, these shall be located so that they cause no interference to any work performed on the site.

14.02 REMOVAL OF TEMPORARY OFFICES AND STORAGE FACILITIES. Upon completion of the project, or as directed by the Engineer, remove the temporary offices and storage facilities, and leave the premises in the condition required by the Contract.

15.0 TEMPORARY SIGNS

15.01 SIGNS OF CONTRACTOR AND SUBCONTRACTORS. Subject to local regulations, the Contractor and his Subcontractors may erect temporary signs for purposes or identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs required by safety regulations and necessary to safeguard life and property.

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SECTION 01600

MATERIAL AND EQUIPMENT

1.0 MATERIAL AND EQUIPMENT shall be for the manufacture, model, and type specified. Substitute material and equipment approved prior to bidding, in accord with the Instructions to Bidders, are incorporated into these Specifications as Addenda.

2.0 MATERIAL AND EQUIPMENT OF ACCEPTABLE MANUFACTURE. An item of material or equipment may be used in place of an item which is specified by manufacturer and model number or type, provided that all of the following provisions are met:

.1 The item is manufactured by one of the acceptable manufacturers listed in the Specifications.

.2 The item of material or equipment meets or exceeds the minimum qualities established by the specified item.

.3 The item is used throughout the project so that all items of material or equipment used in place of specified items are of the same make and type.

.4 The entire cost of all modifications which result from the use of items in place of specified items shall be borne by the Contractor who uses such items, at no additional cost to other Contractors or to the Owner.

3.0 REPEATED FEATURES OR MATERIAL must be constructed alike, although detailed or indicated only once. Detail and ornament must continue throughout all moldings, bands, etc. Where items, devices, or equipment are specified singular in number, the Specification shall apply to as many items, devices, or pieces of equipment as are shown on the Drawings or required to complete the installation. Repeated items of material or equipment shall be of the same manufacture, model number, and type.

4.0 WHEN BULKY MATERIAL AND EQUIPMENT ARE FURNISHED BY OTHERS, the Contractor shall, upon receipt of notice in ample time, leave proper openings to permit the installation and properly close such openings afterward.

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SECTION 01700

PROJECT CLOSEOUT

1.0 CLEANING UP. At the completion of the Work, the Contractor shall clean up in accord with the General Conditions.

2.0 SUBMITTALS. The following submittals shall accompany the Contractor's final Application for Payment. Submittals shall be submitted in duplicate unless otherwise specified in the Sections indicated.

3.0 INSPECTION CERTIFICATES issued by regulatory agencies shall be submitted to the Engineer before final payment.

4.0 TESTING REPORTS shall be submitted to the Engineer before final payment, and shall include the following:

Concrete Test Reports
Earthwork Compaction Test Reports
Pipe Test Reports

5.0 PROJECT RECORD DRAWINGS (AS-BUILT DRAWINGS) shall be delivered to the Engineer before final payment. Records shall be kept at the project site during construction, and shall be kept up-to date by the Contractor, with measurements relating to underground or concealed work being made and recorded before covering.

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SECTION 02010

SUBSURFACE EXPLORATION

1.0 GENERAL

1.01 SUBSURFACE SOIL DATA

1.01.1 SUBSURFACE SOIL INVESTIGATIONS have not been made. The Engineer will not assume responsibility for variations of subsoil quality.

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SECTION 02020

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

1.0 GENERAL
1.01 DESCRIPTION
1.01.1 THIS WORK shall consist of the removal, wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other appurtenances or obstructions shown on the plans which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the contract.

1.01.2 IT SHALL also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

2.0 PRODUCTS

3.0 EXECUTION
3.01 CONSTRUCTION REQUIREMENTS
3.01.1 THE CONTRACTOR shall raze, remove, and dispose of all buildings and foundations, structures, fences and other obstructions, except utilities and those for which other provisions have been made for removal. All designated salvageable material shall be removed without unnecessary damage in sections or pieces which may be readily transported and shall be stored at specified places within the project limits. Unusable perishable material shall be destroyed. Basements or cavities or trenches left by structure removal shall be filled to the level of the surrounding ground and, if within the limits of construction, shall be compacted in accordance with Section 02221.

3.01.2 MOVE SIGNS, MAILBOXES, OR OTHER ITEMS as required for construction and replace in a condition equal to that prior to the beginning of construction.

3.02 REMOVAL OF PAVEMENT
3.02.1 PAVEMENT, base course, sidewalks, curbs, gutters, etc., required to be removed or designated for removal shall be saw cut prior to removal, broken into pieces or approximately one cubic foot or less, and disposed of at the nearest licensed sanitary landfill or recycled as rip-rap.

3.02.2 PAVEMENT removal and replacement shall be to the lines and grades staked by the Engineer. Pavement shall be replaced to a depth equal to existing pavement but not less than 3-inches for asphalt and 6-inches for concrete. All pavement cuts shall be sawed to the full depth, except that a "pizza cutter" may be used in asphalt, so long as a clean, even, non-deflected cut in the asphalt can be made.

3.02.3 CURB AND GUTTER not integral with the street, sidewalks and driveways shall be dry bored or tunneled, or may be saw cut and replaced with permission of the Owner.

3.03 DISPOSAL
3.03.1 DISPOSAL OF ALL DEMOLITION MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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SECTION 02100

CLEARING

1.0 GENERAL

1.01 DESCRIPTION
1.01.1 THIS WORK shall consist of constructing the Project of the type and dimensions shown on the plans, in conformity with the lines and grades established by the Engineer. Contractor shall verify existing pipe size, type of material, and location (vertical and horizontal) prior to construction.

1.02 RELATED WORK SPECIFIED ELSEWHERE
1.03 PROTECTION
1.03.1 PROTECTION is specified in Section 01500, Temporary Facilities.

2.0 PRODUCTS

3.0 EXECUTION
3.01. CLEARING
3.01.1 FELL, CUT, AND REMOVE TREES AND OTHER VEGETATION designated for removal, together with down timber, vegetation, stumps, roots, and brush in areas to be cleared. Cut off not more than 8-inches above the original ground surface.

3.02 GRUBBING
3.02.1 FELL, CUT, AND REMOVE TREES, MATTED ROOTS, and roots larger than 3-inches to a depth at least 18-inches below the minimum of three hours.

3.02.2 CUT AND REMOVE VEGETATION designated for removal, together with sod, topsoil, down timber, vegetation, roots, and brush areas, to a depth of 6-inches.

3.02.3 REMOVE AND DISPOSE OF OBSTRUCTIONS, such as foundations, walls, pavements, roots, stumps, sidewalks, fences, buildings, rubbish, etc., to a depth at least 12-inches below subgrade elevation or bottom of trench.

3.03 REMOVAL OF MATERIAL
3.03.1 REMOVE CLEARED AND GRUBBED MATERIAL completely away from site and dispose of at the nearest sanitary landfill or as directed by the Engineer and Owner, at Contractors expense.

3.04 STRIPPING OF TOPSOIL
3.04.1 EXCAVATE TOPSOIL to a depth of 4-inches and carefully remove and spread on areas already graded and prepared for topsoil, or deposit in storage piles convenient to areas which are subsequently to receive an application of topsoil. Topsoil, when stored, shall be kept separate from other excavated materials, and shall be piled free of roots, stones, and other undesirable material.

3.05 TRIMMING TREES

3.05.1 TRIM INDIVIDUAL TREES and groups of trees designated to be left standing within the area to be cleared of all dead branches 1-1/2 inches or more in diameter. Trim live branches to such heights and manner as shown or called out in the Drawings or directed by the Engineer. Limbs and branches which require trimming shall be cut neatly and close to the body of the tree or to the main branch. Paint cuts of more than 1-1/2 inches in diameter with a tree wound paint approved by the Engineer.

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SECTION 02221

EXCAVATION, TRENCHING AND BACKFILLING

1.0 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

PIPE SYSTEM Section 02550

2.0 PRODUCTS

2.01 MATERIALS
2.01.1 BACKFILL shall be material from on-site excavations, or borrow area, identical to the type of material found in the trench excavation, except free of frozen earth, large clods or stones, cinders, ashes, rubbish or other foreign or deleterious materials.

3.0 EXECUTION

3.01 EXCAVATION AND TRENCHING
3.01.1 PERFORM EXCAVATION of every description and of whatever materials are encountered, to the depths indicated on the Drawings. Pile excavated materials a sufficient distance from the banks of the excavation to avoid overloading, slides or cave-ins, yet providing minimum inconvenience to the public or adjacent property owners.

.1 Remove Excavated Materials not required for fill or backfill and waste as directed by the Engineer.

.2 Make Excavation by open cut. Keep banks of trenches as nearly vertical as practical, or sloped as required to prevent slides or cave-ins, and where required, properly sheathed and braced. Care shall be taken not to injure abutting property. Grade the bottom of trenches accurately to provide uniform bearing and support.

.3 If the Excavation of pipe trenches is made below grade, due to the fault of the Contractor, restore to the proper grade, at the Contractor's expense, with compacted sand and gravel backfill. Backfill of earth under any structure will not be permitted. Fill any excess excavation below the elevations shown with sand and gravel as directed by the Engineer and at the Contractor's expense.

3.01 CONTROL GRADING in the vicinity of the trench excavation to prevent surface water from flowing into trenches. If water does enter trench, remove and dispose of water until pipe, fittings, and other appurtenances are in place and sealed against the entrance of water. Water, earth or any foreign materials shall not be allowed to enter the pipe.

3.02 BACKFILLING

3.02.1 COMPLETE TRENCH BACKFILL immediately after the approval of the pipeline construction, unless otherwise directed. Do not permit water to rise in un-backfilled trenches after pipe has been placed.

3.02.2 COMPACT BACKFILL thoroughly and uniformly in 8-inch layers by use of "jumping jack" compactors or comparable equipment, to the full depth of the trench. The type of tamper or compactor used shall be approved by the Engineer.

.1 Compact Backfill to at least the following percentage of maximum density, at a moisture content within the limits

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specified above or below the optimum moisture content as determined by Test Procedure ASTM D 698:

Material	Percent of Maximum Density	Percent Above or Below Optimum Moisture Content
Sand and Gravel Backfill	100	+ 2
Earth Backfill under pavement	100	+ 2
Earth Backfill	90	+ 2

3.02.3 IF SETTLEMENT OCCURS WITHIN THE GUARANTEE PERIOD, regardless of the type of compaction or settlement methods used, refill, compact, and smooth off the trench until it is finally made to conform to the ground surface.

3.03 GRADING

3.03.1 Grade to a finish ordinarily obtained from a blade grader, with no abrupt changes in grade or holes that will hold water and so that effective drainage is secured. Finished surface shall be equivalent to "hand-raked" surface.

3.04 SPECIAL PROVISIONS

3.04.1 MOVE MINOR STRUCTURES and restore temporary openings in fences to their original condition. Stockpile and reset, in original locations, any culverts, pipes, cables, or minor structures which are moved. Determine actual condition as to structures and miscellaneous obstacles to move for construction purposes. Removal and replacement of these items shall be considered as part of the Contractor's obligation, and no additional payment shall be made.

3.04.2 LEAVE SHEATHING in place where, in the opinion of the Engineer, damage to the Work may result from the withdrawal of sheathing from trenches or excavations. Where the Engineer directs that sheathing be left in place, the Contractor shall be paid for the sheathing material in accord with the General Conditions.

3.04.3 KEEP EXCAVATIONS generally free of water. By pumping or other means approved by the Engineer, remove any water which accumulates in the trench or excavation regardless of the source of the water.

3.04.4 TEST COMPACTION OF BACKFILL for conformance of density requirements specified. The Engineer shall choose the location for each density test. Any density test not meeting the specified density requirements shall be justification for re-compacting the backfill until the density requirement has been met.

SECTION 02230

ROADWAY EARTHWORK

1.0 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

Testing Laboratory Services	Section 01400
Subsurface Information	Section 02010
Clearing	Section 02110
Excavation, Trenching, Backfilling	Section 02221
Asphalt Paving	Section 02610
Concrete Paving	Section 02515
Curbs and Gutters	Section 02528

1.02 PROTECTION

1.02.1 UTILITY REMOVAL. Before the Contractor begins his grading operations, he shall confer with the owners of any underground or overhead utilities which may be on or in close proximity to the grading areas, and shall arrange for the necessary disconnection of these utilities in accord with the regulations of the utility companies concerned. The Contractor shall take such measures as the Architect-Engineer may direct in protecting these utilities properly throughout the period his grading operations are in progress. The party or parties owning or operating overhead or underground utilities shall perform the actual work of moving, repairing, reconditioning, or revising the utilities, except as otherwise specified in this Section. Whenever and wherever such operations are undertaken by the owners of utilities, the Contractor shall cooperate to the extent that ample protection of their work will be provided so that the entire work as contemplated may be expedited to the best interests of all concerned, as judged by the Architect-Engineer.

1.02.2 PROTECTION OF EXISTING SERVICE LINES AND UTILITY STRUCTURES. Protect and safeguard existing service lines and utility structures shown or indicated on the Drawings, the location of which is known to the Contractor prior to excavation or construction of fills or embankments, from damage during grading operations and, if damaged, the Contractor shall repair at his expense. The above provisions are applicable to all service lines or utility structures, all or any portion of which protrudes above the original ground surface or lies beneath the ground surface within any grading area. Any existing line or utility structure which is not shown on the Drawings, or the location of which is not known to the Contractor in sufficient time to avoid damage, if inadvertently damaged, shall be repaired by the Contractor.

1.02.3 PROTECTION OF EXISTING BUILDINGS AND STRUCTURES. The Contractor shall guard against, and be responsible for, any movement, settlement, or collapse of adjacent buildings, sidewalks, structures, and underground utilities. The Contractor shall repair damage done to the Owner's property or any other property, on or off the premises, by reason of required work. The Contractor shall adequately brace walls during backfilling and compacting operations.

1.02.4 PROVIDE FOR SURFACE DRAINAGE during the period of construction in a manner that will protect newly graded and adjacent areas.

1.02.5 PROTECT EXCAVATIONS within the area of construction from the action of the elements. Keep excavations free of water during the entire progress of construction, regardless of the cause, source, or nature of the water.

1.02.6 EROSION CONTROL. Take every precaution and temporary measure, such as temporary seeding, silt fence,

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sediment sock, stabilized construction entrance, to prevent damage from erosion of freshly graded areas. This applies to damage of newly graded areas within construction limits and to adjacent properties by eroded materials.

1.02.7 THE CONTRACTOR shall be held liable for any damage to manholes or valve boxes caused by his operations.

1.03 REPAIR OF DAMAGED UTILITIES

1.03.1 DAMAGE TO UTILITY LINES, STRUCTURES, AND SERVICES LINES shall be at the Contractor's expanse except when the utility owner inadequately or inaccurately locates his utility or claims the non-existence of any utilities in the construction area. In such cases, the utility owner shall be responsible for the repair of his utility due to his fault of improper location. The Architect-Engineer will be the determining judge as to whose responsibility it is to repair the damaged utility. In the event that the utility owner has the Contractor make the repairs, an adjustment in payment will be made by the Owner at rates determined and approved by the Architect-Engineer.

2.0 PRODUCTS

2.01 FILL MATERIAL

2.01.1 FILL MATERIAL shall be all suitable material removed from excavation and overexcavation areas. Fill material shall be reasonably free of roots or other organic materials, trash, frozen material, and stones having a maximum dimension greater than 3 inches for fill placed under pavements.

2.02 BORROW MATERIAL

2.02.1 BRING BORROW MATERIAL in (if required) from an offsite source selected by the Contractor and approved by the Architect-Engineer. Borrow material shall be a clean, low-plastic silty clay, or fill sand and shall meet the requirements of fill material above.

3.0 EXECUTION

3.01 PREPARATION

3.01.1 VERIFY EXISTING GRADES and adjust as required for paving and building construction.

3.01.2 NOTIFY UTILITY COMPANIES which have utilities that interfere with construction and arrange for their disconnection.

3.02 EXCAVATION

3.02.1 EXCAVATE to the lines and grades indicated on the Drawings or a minimum of **24"** outside of paving or building dimensions. Place suitable excavated material as fill as specified and shown on the Drawings. During construction, excavate and fill in a manner and sequence that will provide drainage at all times. Haul excess excavation offsite to a location selected by the Owner. Use any surplus excavation as fill on the site as directed by the Architect-Engineer. If excavation is made below grade due to the fault of the Contractor, the proper grade shall be restored at the Contractor's expense as follows:

.1 Areas where curbing, guttering, or street surfacing is to be constructed by compacting selected backfill material to a density specified herein.

.2 Areas where no hard surfacing is to be constructed by filling with select earth and rolling the same in 4-inch lifts with an approved sheeps foot roller, followed by a pneumatic tire roller on the finished surface.

.3 Moisture may be required to be added fill material used.

3.03 OVER-EXCAVATION

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3.03 OVER-EXCAVATE new street paving over existing road surface 12 inches below the bottom of new concrete pavements when it is found that the concrete extends beyond the area of the existing surfacing, or when it is found that the level of the new surfacing requires complete excavation through the existing surface. Remove any additional material when found to be soft or unsuitable. Backfill overexcavated area with structural fill and compact as specified.

3.03.2 OVER-EXCAVATE below the bottom of new asphalt pavements when the subgrade is found unsuitable for use to a depth as determined by the Architect-Engineer. Remove any additional materials when found to be soft or unsuitable. Backfill overexcavated area with structural fill and compact as specified.

3.04 FILLING

3.04.1 STRIP OR REMOVE VEGETATION, such as roots, brush, heavy growth on grass, decayed vegetable matter, rubbish, and other unsuitable material within areas upon which fill is to be placed, before fill is started. Objectionable material shall not be allowed to remain in, or under, fill area. Plow or break up sloped ground surface upon which fill is to be placed, in such a manner that fill material will bond with existing surfaces as directed or approved by the Architect-Engineer. Ground surface that slopes steeper than four to one upon which fill is to be placed shall be stepped before receiving fill materials.

3.04.2 CONSTRUCT FILLS OR EMBANKMENTS at locations and to lines and grades indicated on the Drawings. Completed fill shall correspond to the shape of the typical sections shown on the Drawings, or shall meet the requirements of the particular case. Use suitable material removed from the excavation in forming the necessary fill except in over-excavated areas as specified. Obtain borrow fill material to complete the designated embankment if enough suitable fill material cannot be obtained within the limits of the Work to provide the required embankment. The additional fill, if required, will be paid for by Change Order as an increase in the excavation quantity will be determined by the Architect-Engineer.

3.04.3 PLACE FILL is successive horizontal layers not exceeding 8 inches in loose depth. Compact fill by rolling with an approved tamping roller or other means approved by the Architect-Engineer.

3.04.4 FINISH EXCAVATION, FILLS, AND EMBANKMENTS in areas covered by the project, including excavated and filled sections and adjacent transition areas, to uniformly smooth finish grades after written notification is received from the Architect-Engineer that settlement has taken place. Maintain finished subgrade reasonably smooth, compacted, and free from irregular surface changes until the pavement has been placed. Do not place storage piles of fine or coarse aggregate directly upon the finished subgrade. The degree of finish shall be that ordinarily obtainable from blade grader operations, except as otherwise specified. Finished surface shall be no more than 0.05 foot above or below established grade or approved cross section. Finish swales so as to drain readily. Finish the subgrade in an acceptable condition for at least one day's progress in advance of the pavement construction at all times.

3.05 SCARIFICATION AND RECOMPACTION

3.05.1 SCARIFY to a depth of 6 inches below bottom of pavements in areas to be paved. Recompact to densities specified.

3.06 PROTECTION OF SUBGRADE

3.06.1 PROTECT SOILS IN THE PAVEMENT AREA, and within 10 feet of the pavement perimeter, against moisture content increases throughout the construction period.

3.06.2 PROTECT SOILS IN THE PAVEMENT AREAS from increase or decrease of moisture contents after recompaction and prior to pavement installation. If moisture contents fall below or rise above contents specified for fill under pavements, scarify and remove the affected portion of the top layer and recompact as specified.

3.06.3 OPERATION OF EQUIPMENT between forms on the subgrade will not be permitted unless conditions of the job will not permit operation from the shoulder or outside of the pavement area. Only when job conditions make it absolutely necessary, and upon written consent by the Architect-Engineer, shall a mixer or ready-mix trucks be permitted to operate from previously paved areas or the subgrade. Recondition any damage to the subgrade caused by the Contractor's operations.

3.07 COMPACTION OF FILL AND BACKFILL

3.07.1 MOISTEN OR DRY FILL AND BACKFILL, as required, by wetting or aeration and then compact to at least the following percentage of maximum density, at a moisture content within the limits specified above or below optimum moisture content, as determined by Test Procedure ASTM D 698. Densities specified are also for compacted subgrade as show on the typical sections in the Drawings.

Material	Percent of Maximum Density	Percent Above or Below Optimum Moisture Content
Fill, nonsupporting	90 percent	+/- 2 percent
Fill beneath future pavements	100 percent	+/- 2 percent
Structural Fill beneath pavements and walks	100 percent	+/- 2 percent

3.08 QUALITY CONTROL

3.08.1 TESTING. The testing laboratory will take the number of tests required to determine the specified compaction. Fill not meeting the required compaction, as determined by the testing laboratory, shall be removed, replaced, recompacted, and retested at the expense of the Contractor.

3.08.2 INSPECTION

.1 The Testing Laboratory will inspect over-excavation, structural fill placement, and subgrades for pavement before installation of poured in-place structures and pavements.

.2 Prior to placement of pavement, inspect the subgrade for conformity with the cross-sections shown on the Drawings by means of an approved templet riding on the side forms. If necessary, material shall be removed or added, as required, to bring all portions of the subgrade to the correct elevation. Subgrade shall then be thoroughly recompacted and again tested with the templet. Pavement shall not be placed on any portion of the subgrade which has not been tested or inspected for correct elevation.

3.09 SPECIAL PROVISIONS

3.09.1 ADJUST MANHOLES by placing a false bottom in the manhole over the live sewer, before work is started, to insure that no broken concrete, form lubmer, or dirt are dropped into the sewer and carried through the pipe below the manhole.

3.09.2 ROLL SUBGRADE, upon which curb, gutter, or any type of paving or hard surfacing of streets is to be constructed, with a sheeps foot roller over the entire area of the subgrade. This shall apply to all subgrade in cut or excavated areas, in zero cut, zero fill, and fill areas.

3.09.3 STREET CROSSINGS, DRIVEWAYS, ROADS, SIDEWALKS, HIGHWAYS, AND OTHER PLACES where the Architect-Engineer deems necessary, the Contractor shall provide access wherever possible to public and private property to prevent serious inconvenience to pedestrian and vehicular traffic. This shall not be construed to required the Contractor to provide such access at the times and locations where it will interfere with his construction progress. The Contractor shall furnish, place and maintain sufficient flags, flares, barricades, signs, etc., along the

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location of his work to provide adequate and proper protection to the public.

3.09.4 BACKFILL SEWER TRENCHES AND STRUCTURE EXCAVATIONS to natural or finished grade as soon as conditions permit.

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SECTION 02528

CURBS AND GUTTERS

1.0 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

Clearing	Section 02110
Excavation, Trenching and Backfilling	Section 02221
Roadway Earthwork	Section 02230
Concrete Formwork	Section 03100
Cast-In-Place Concrete for Pavement	Section 03310

1.02 WORK SPECIFIED IN THIS SECTION

1.02.1 CONSTRUCT COMBINATION CURB AND GUTTER in accord with the detail cross-sectional dimensions shown on the Drawings to conform accurately to the alignment, elevation, and gradients as staked.

2.0 PRODUCTS

2.01 CONCRETE MIX

2.01.1 CONCRETE MIX shall be a one-course aggregate concrete mix meeting the requirements of Cast-In-Place Concrete as specified in Section 03100, Cast-In-Place Concrete for Pavement.

2.02 EXPANSION JOINTS

2.02.1 EXPANSION JOINTS shall be premoulded bituminous expansion joint material.

3.0 EXECUTION

3.01.1 GRADING AND COMPACTION necessary in preparing the base or subgrade, to render it suitable for curb construction, shall be done by the Contractor at not extra cost.

3.01.2 EXTEND FILLING 4 feet back of the curb and level with the top of the curb and in from the cub, 2 feet from the face of the curb or edge of the gutter, and build up to the subgrade of the pavement.

3.01.3 PREPARATION AND PROTECTION OF SUBGRADE shall meet the requirements of Section 02230, Roadway Earthwork.

3.02 CONCRETE CONSTRUCTION

3.02.1 FORMWORK shall be structurally sound and rigid, and shall conform in section and dimension to the Drawings. Forms shall be subject to the approval of the Architect-Engineer, and shall maintain a variance of not more than 1/8 inch in 5 feet. Forms shall be oiled each time they are used.

3.02.2 PLACE CONCRETE to meet the requirements specified in Section 03300, Cast-In-Place Concrete.

3.02.3 PLACE CONCRETE FOR CURBS AND GUTTERS upon compacted subgrade, with forms securely set to provide proper thickness and top of curb elevation as shown on the Drawings or as staked. Concrete shall then be struck off and carefully finished by trowel brushing to a smooth and even finish, being free from irregularities and depressions, except that integral curb and gutter shall be finished with a wood float and then brushed smooth with a hair brush. Any spalling or splitting off whatsoever of finished surface, either at joints or in the body of a section, will be sufficient cause for rejection, and, if rejected, shall be removed and replaced with a new one immediately. No patching of any character will be permitted. Use an edging tool, 1/4-inch radius, on the top edge at the back of curb

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and on the exposed edge of the gutter apron. A burlap drag finish shall be used as a final finish if so directed by the Architect-Engineer.

3.02.4 COVER AND PROTECT CURING CONCRETE from moisture evaporation, rapid temperature change, rain, flowing water, and mechanical injury, during a period of at least 72 hours immediately following the finishing. The protective covering (curing method), or combination of method, shall be approved by the Architect-Engineer. The use of a covering material which contains sugar or becomes contaminated with sugar in any form, tannic acid, or any other substance considered detrimental to portland cement, will not be permitted. The initial curing medium shall be effective and applied to prevent checking, cracking, and the appearance of dry spots on the surface of the concrete. Immediately protect the sides of concrete slabs exposed by the removal of forms to provide continuance of curing and prevent injury of slab edges and the underlying subgrade. When it is expected during the progress of work and before concrete has attained final set, that the temperature may fall below 35F, maintain a sufficient supply of straw, hay, or other material, suitable in the opinion of the Architect-Engineer, on the project site to cover the concrete and adequately protect its surface and edges against freezing until it is at least ten days old.

3.02.5 MAT CURING. Thoroughly wet, when applied, mats of burlap, cotton, or other fibrous material having similar water absorptive properties and keep continuously wet and in intimate contact with the covered surface for the duration of the curing period. Mats shall be uniform in thickness, shall weigh not less than 20 ounces per square yard when dry, and shall be capable of absorbing at least one and one-half times their weight of water. If burlap is used, it shall be used in multiple, not single layers. Mats shall be approved by the Architect-Engineer.

3.02.6 MEMBRANE CURING COMPOUND. No compound shall be used until it has been approved by the Architect-Engineer.

.1 Application. Agitate curing compounds thoroughly during use and spray uniformly, in a single coat, by approved spraying equipment on concrete surfaces, at a rate recommended by the manufacturer and based on moisture retention tests. Make application immediately following the final finishing operation.

.2 Protection of Treated Surfaces. Keep concrete surface to which membrane compounds have been applied free from foot and vehicular traffic and all other sources of abrasion for a minimum period of 72 hours.

3.03 FIELD QUALITY CONTROL

3.03.1 TEST CROWN PROFILE, GRADE, AND TOLERANCE OF FINISH SURFACES after initial placement. Correct variations by removing or adding material before continuing finishing.

3.03.2 GUTTER LINE. After the concrete has taken its initial set and when water will not effect the concrete finish, the Contractor shall, in the presence of the Architect-Engineer or inspector, run water in the gutter line to test the drainage. Drain depressions holding water over 3/16 inch deep by working the gutter line with a carborundum stone in such a manner as to not deter from the appearance of the work, or such sections of the curb and gutter as may be necessary shall be removed and replaced at the Contractor's expense.

3.03.3 JOINTS FOR CURBS

.1 Construct Concrete Curb and Gutter in sections or blocks 10 feet in length, or as otherwise directed by the Architect-Engineer. The joints may be made by cutting the concrete a depth of one-third the thickness of the concrete after the concrete has had its initial set and finishing the joint with an edging tool having a 1/4-inch radius. At the Contractor's option, the joint may be made by placing a 3/16-inch steel form, or spacer plate, between each section. This form must be plumb and square with the line of the curb. As soon as the concrete has reached its initial set, remove the steel spacer from the work without causing injury to the space or adjacent sections. Edge exposed edge of the concrete joint with an edging tool having a 1/4-inch radius.

.2 Place Expansion Joints, 1/2 inch thick, at every 50-foot section on straight curbs or combination curb and gutter, at locations coinciding with expansion joints in concrete pavement, and at each point of curvature and tangency for curbs constructed on a curve. Where the curb and gutter is constructed integral with concrete pavement, the expansion joints in the curb and gutter shall be a continuation of the expansion joint in the pavement with no other expansion joints being required. Place 1-inch expansion joint material between curbs and walks that are at right angle to the curb and 1/2-inch expansion joints between curbs and walks that are parallel to the curb. Place 1-inch thick expansion joints at the beginnings and ends of radii at intersections or where abutting existing pavement and as directed by the Architect-Engineer.

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SECTION 02555

STORM SEWER PIPE SYSTEM

1.0 GENERAL

1.01 DESCRIPTION
1.01.1 THIS WORK shall consist of constructing drainage pipe for conveying storm water run-off of the type and dimensions shown on the plans, laid in trenches or projecting, and backfilled in conformity with the lines and grades established by the Engineer.

1.02 SUBMIT SHOP DRAWINGS AND MANUFACTURERS INFORMATION to the Engineer. These items include, but are not limited to the following:

Pipe	Precast Manhole Sections
Couplings or joints	Manhole Covers
Fittings	Coatings

1.03 PERMITS.
1.03.1 CONSTRUCTION AND MATERIALS SHALL CONFORM WITH THE STANDARDS OF THE NEBRASKA DEPT. OF HEALTH AND HUMAN SERVICES, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, AND APPLICABLE STANDARDS OF THE NEBRASKA DEPT. OF ENVIRONMENTAL QUALITY.

2.0 PRODUCTS

2.01 GENERAL
2.01.1 ALL MATERIALS AND EQUIPMENT TO BE USED shall be approved by the Engineer before being installed. All materials, unless otherwise stipulated, are to be new and of the best grade of their respective kinds for the purpose designated. The Contractor shall furnish to the Engineer the name of the manufacturer of the materials, and other equipment which he is contemplating to install, together with their performance capabilities and other pertinent information.

2.02 PIPE
2.02.1 CONCRETE PIPE, mastic joint methods and fittings shall be Class II, all conforming to the latest revision of ASTM C76 and C655, AASHTO M-170 and M-242, and the Nebraska Dept. of Roads Standard Specifications for Highway Construction. Sufficient mastic shall be furnished to the Owner to assemble the risers at the Owner's leisure.

2.02.2 PVC PIPE shall be made of compounds conforming to the latest revision of ASTM D-1784 with a cell classification of 12454-B or 13364-B. Pipe shall meet the requirements of ASTM D-3034 and F679 and shall meet a SDR of 35. Gaskets shall conform to ASTM F-744 and joints shall conform to ASTM D-3212. Pipe shall be furnished in nominal 20-foot lengths Pipe and bell shall be produced in one continuous extrusion process. Gaskets shall be permanently bonded to the bell at the factory using a permanent adhesive. Use of pre-manufactured A-loks is discouraged due to the variable nature of the pipeline. Gravity sewer pipe called out on the plans as C900 shall follow Section 02551 requirements. Nylaplast N-12 or equivialent by ADS

2.03 MANHOLES

2.03.1 MANHOLES shall consist of precast sections conforming to the provisions of ASTM C 478 with Type 5 portland cement. Sizes, shapes and details of these manholes shall be as shown on the Drawings. Concrete shall have a

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compressive strength of 3,500 pounds per square inch gauge.

2.03.2 MANHOLE DOUGHNUTS OR EXTENSIONS shall be permanently attached to upper manhole section, either a barrel , cone or cast in place. This can be done with either factory tongue and groove, exterior concrete collar, or doweled epoxy or grouted rebar restraint.

2.03.3 MORTAR shall consist of one part portland cement, one part masonry cement and five parts of fine sand.

2.03.4 JOINT SEALER for precast manhole section joints shall be Kent Seal No.2 Flexible Sealant, E-Z Stick or approved equal. Joint sealer shall have a minimum area of 1-inch square. It shall be permissible to use the mortar mix specified for manhole joints.

2.03.5 MANHOLE RING AND COVER shall be constructed of gray cast iron, and shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage defects, cracks, or other injurious defects. Minimum weights for the manhole rings and cover shall be as follows:

Ring: 200 pounds
Cover: 100 pounds

2.03.6 CLEANOUT RING AND COVERS. Cast iron manhole ring and cover shall be No. 1005 as manufactured by Deeter Foundry; Lincoln, Nebraska or approved equal.

2.03.7 MANHOLE STEPS shall be Deeter #1607 as manufactured by Deeter Foundry or approved equal, and shall be painted with a coal tar enamel protective coating.

2.03.8 CONCRETE shall conform to Nebraska Department of Roads Type "AX" mix.

2.03.9 GRANULAR BEDDING shall be pit-run sand and gravel locally mined or native sand.

2.03.10 COAT INTERIOR & EXTERIOR OF MANHOLES including FILLET with coating as specified in Section 09900.

3.0 EXECUTION

3.01 EXCAVATION

3.01.1 INSTALL EACH SECTION OF PIPE to rest solidly upon pipe bed, with recesses excavated to accommodate bells and joints. Clean interior of pipe thoroughly of all foreign matter before lowering into trench, and keep clean during laying operations by means of plugs or other approved methods. Do not lay pipe in water or when trench or weather conditions are unsuitable for work. When work is not in progress, close the open ends of pipe and fittings so that no trench water, earth, of other substances enter pipes or fittings. Replace any section of pipe found to be defective, before or after laying, with new pipe without additional expense to the Owner. Provide a minimum cover over the top of the pipe of 5 feet from existing ground surface or finished grade, whichever is lower, and avoid interference with other utilities.

Where mains cross pavement, the trench shall be backfilled with sand to within 18-inches of the surface and may be puddled and vibrated in place. The top lift shall be native soil to the surface of the road adjoining.

3.01.2 HANDLE PIPE AND ACCESSORIES in such as to insure delivery on the work in a sound, undamaged condition.

3.01.3 CUT PIPE in a neat and workmanlike manner without damage to pipe. Unless otherwise authorized by the Engineer, cut by means of an approved type of mechanical cutter.

3.01.4 MAKE CONNECTIONS WITH EXISTING PIPE LINES to new pipe lines in a workmanlike manner, using suitable and proper fittings to suit conditions encountered. Connection shall be made at a time, and under conditions, which will cause the least interference with service and as authorized by the Owner. Provide suitable facilities for proper dewatering, drainage, and disposal of water removed from dewatered lines and excavations.

3.01.5 ANY STRUCTURES along or near the trench shall be protected from any and all damage. The pipe line shall be laid where staked by the Engineer and it shall be the Contractor's obligation to clear the right-of-way to a width sufficient for his needs in constructing the line. Where timber and brush are to be cut in order to clear such right-of-way, the Contractor shall transport all such cuttings to the landfill. Where fences are in the way of construction, the Contractor shall remove and replace fences in a workmanlike manner. The Contractor shall promptly repair all property damaged by him in the process of work. Trees, stumps, brush and debris shall be cleared within 10 feet either side of the centerline of the sewer line or as required to do the Work. Guy anchors and pole supports shall be provided as required to construct the line. Foundations, vaults, abandoned pipelines and rocks shall be removed within 6 feet either side of the centerline of the sewer line as designated by the Engineer.

3.02.1 INSTALLATION

3.02.2 JOINT DEFLECTION ANGLES shall not exceed manufacturers recommendations. If alignment or grade cannot be obtained within manufacturers recommended deflection, then the Contractor shall at his own expense, install either special bends or a sufficient number of short pipe lengths to provide angular deflections within manufacturers recommendations.

3.02.4 PIPE shall be plugged at the end of each days work.

3.03 TRAFFIC AND PUBLIC PROTECTION

3.03.1 WHEN CROSSING roads or other points where the Engineer deems necessary, the Contractor shall bridge the trenches in an approved manner so as to prevent serious inconvenience in vehicular traffic and to provide access to public and private property. Where pipe lines are constructed in a road and parallel to the same, the road shall be kept open to traffic at all times by providing at least one open lane. No single traffic lane shall extend for more than 500 feet without provisions being made for the passing of traffic. The length of trench which shall be open or partly open at any time, including trenches where backfill is not completed, shall in general not exceed 500 feet, unless by special approval of the Engineer. The Contractor shall furnish, place, and maintain sufficient flags, flares. barricades, signs, etc., along the location of his work to provide adequate and proper protection to the public.

2.04 CONCRETE

2.04.1 CONCRETE shall conform to Section 03300 of these specifications.

3.0 EXECUTION

3.01 GENERAL
3.01.1 Install pipe in accordance with applicable standards described he
rein and in accordance with the manufacturers recommendations. Install backfill in accordance with Section 02221.

SEECTION 02820

SEEDING

1.0 GENERAL

1.01 THIS WORK shall consist of furnishing and placing seed, fertilizer and mulch in accordance with these specifications at locations shown in the plans or designated by the Engineer.

1.02 RATE OF APPLICATION and seed mixtures shall be as shown in these special provisions.

2.0 PRODUCTS

2.01 ALL SEEDS shall comply with applicable State and Federal seed laws.

2.02 THE MINIMUM PERCENTAGE of purity for seed to be used shall be as specified in these special provisions.

2.03 KINDS OF SEEDS and the proportions for required mixtures shall be as specified in these special provisions. Seed shall be pre-mixed prior to delivery. The seed shall be bagged in known acreage lots.

2.04 SEED PROPOSED for use shall not be planted without the prior approval of the Engineer.

2.05 THE CONTRACTOR shall obtain from the seed dealer and furnish to the Engineer, an analysis of each type and lot of seed he proposes to use. The analysis shall provide complete information on the seed as required by State and Federal seed laws. The Engineer may approve use of the seed if the information on the analysis is satisfactory.

2.06 FERTILIZER shall be an approved commercial inorganic type, and shall be guaranteed to comply with the minimum requirements of these specifications.

2.07 MULCH shall be an approved native hay free from all noxious weeds and relatively free from all other weeds and applied as required in these special provisions.

3.0 CONSTRUCTION METHODS

3.01 THE CONTRACTOR shall notify the Engineer at least 48 hours in advance of the time he intends to begin work and shall not proceed with such work until permission to do so has been granted by the Engineer.

3.02 SEEDING OPERATIONS shall be performed only during the periods between March 15 and June 1 and between August 15 and October 15 except by express permission of the Engineer. No work shall be performed during excessively windy weather or when the ground is frozen, wet or otherwise untillable.

3.03 NOT MORE THAN FIVE DAYS prior to the sowing of seed, the seedbed shall be prepared by loosening the soil to a depth of not less than two inches by discing, harrowing, raking or by other approved means. Several discings, harrowings, or similar means may be required to provide a satisfactory seedbed. Discing, harrowing and raking shall be longitudinal on all slopes.

3.04 EXISTING WEED STUBBLE and small weeds shall be cut and partially incorporated into the soil during the seedbed preparation work. All other growth of vegetation that will interfere with seeding operations shall be removed. Extreme care shall be exercised to avoid injury to trees and shrubs that have been designated by the Engineer to be preserved.

3.05 FOR SEEDING, approved mechanical power drawn drills, broadcast type seeders or hydraulic seeders may be used.

When drills are used they shall be equipped with press wheels or drag chains. When broadcast type seeders or hydraulic seeders are used, the seed shall be harrowed with the exception of slopes too steep to operate equipment on as determined by the Engineer.

Hydraulic seeding equipment shall include a pump, rated and operated at 100 gallons per minute and at 100 pounds per square inch pressure, unless otherwise directed by the Engineer. The equipment shall have a suitable pressure gauge and a nozzle adapted to the type of work. Storage tanks of irregular shapes shall have a means of estimating the volume used or remaining in the tank.

Mechanical power-drawn drills shall have depth bands set to maintain a planting depth of one-half inch to three-quarters of an inch.

3.06 FERTILIZER shall be applied at the rate specified herein.

3.07 MULCH shall be applied in accordance with these special provisions. The mulch shall be dry cured native hay applied at the rate of two tons per acre.

3.08 SEED shall be applied to the entire area disturbed by grading or construction .

APPROVED VARIETIES INCLUDE:
Seed shall comply with the following requirements and shall be applied at the rate shown:
SEED MIXTURE

Species	PLS/Acre*
Oats	5.0 pounds
Big Blue Stem (Champ or Pawnee)	2.4 pounds
Little Blue Stem (Aldous or Blaze)	3.0 pounds
Indian Grass (Nebraska 54 or Otoe)	0.9 pounds
Switch Grass (Blackwell or Pathfinder)	0.9 pounds
Sideoats gramma (Butte or Trailways)	2.4 pounds
Blue Gramma(Common)	1.0 pounds
Buffalo	1.5 pounds

TYPE "A" Lawn Mix (High maintenance turf, sunny locations)

For use in sunny locations receiving higher maintenance, water on a regular basis and requiring adequate appearance and rapid establishment.

Kentucky Bluegrass Blend

Description:	Dark green color, good shade tolerance, disease resistant
Location:	Sites with irrigation, Office Parks, Residential
Seeding Period:	April 15 - May 30; September 1 - October 15
Composition:	60% Bluechip, Blue Moon and NuBlue Ky. Bluegrass, 40% Accent or

Caddieshack and SR4220 Perennial Ryegrass
General Application: Seed 2 to 3 lbs. /M Sq. Ft.
Overseed Application: Overseed 1 to 1 ½ lbs. /M Sq. Ft.

*PLS= Pure Live Seed and equals the percentage of purity multiplied by the percentage of germination. It is not the same as bulk seed. The pounds of bulk seed required will be greater than the pounds of pure live seed shown above.

The seed furnished may be sampled and analyzed by a representative of the Nebraska Department of Agriculture. If the seed tag analysis does not equal or exceed the sample analysis after application of the tolerances allowed by "The Rules for Testing Seeds - Association of Official Seed Analysts", a contract unit price adjustment may be made.

FERTILIZER

Rate of Application of commercial inorganic fertilizer shall be:

	Rate of Application Per Acre (minimum)
Available Nitrogen (N_2)	32 to 36 lbs
Available Phosphoric Acid (P_2O_5)	92 to 96 lbs

3.09 CONTRACTOR shall water, re-till and reseed as required by the Engineer for a period of one year following substantial completion.

3.10 CONTRACTOR shall provide all water necessary to establish a cover suitable to the Owner.

6.B.

SECTION 03300

CAST-IN-PLACE CONCRETE

1.0 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

1.02 SUBMITTALS

1.02.1 CONCRETE MIX. Submit the following to the Engineer as shop drawings, in accord with the General Conditions and General Requirements, for each mix to be provided:

Source of each aggregate
Aggregate gradation
Pounds of aggregate per cubic yard
Pounds of water per pound of cement
Slump in inches
Percent air content
Type and quantity of admixtures used
Compressive strength

Make no alterations in materials without approval.

1.03 ENVIRONMENTAL REQUIREMENTS

1.03.1 COLD WEATHER REQUIREMENTS. Conform to ACI 306, Recommended Practice for Cold Water Concreting, or, more particularly, no concrete shall be placed after atmospheric temperature reaches 40'F when on a downward trend and under no circumstances in freezing temperature without the approval of the Engineer. In such cases, provisions shall be made for heating the aggregate, water, and placed concrete to the satisfaction of the Engineer.

1.03.2 HOT WEATHER REQUIREMENTS. Conform to ACI 305, Recommended Practice for Hot Weather Concreting.

1.04 STORAGE OF CEMENT AND AGGREGATES

1.04.1 STORE CEMENT in a manner to prevent the absorption of moisture. The use of tarpaulins for the protection of cement will not be permitted. Cement which has been reclaimed or lumpy will be rejected.

1.04.2 STORE DIFFERENT SIZE AGGREGATES separately with adequate provisions to exclude the entrance of foreign materials.

2.0 PRODUCTS

2.01 MATERIALS

2.01.1 PORTLAND CEMENT shall meet the requirements of ASTM C 150, Type II. Only one brand or type of cement shall be used concurrently in the work. Portland cement having false set shall not be used. Cement which has a temperature of over 180'F shall not be used. Cement which is placed in storage or is received on the Project at temperatures of over 200'F shall not be used until acceptable test results are obtained for samples taken from the cement after the temperature of the cement represented has decreased to 180'F. Portland cement for use in concrete shall not contain more than 0.75 percent equivalent alkali.

2.01.2 NORMAL WEIGHT AGGREGATES shall meet the requirements of ASTM C 33 and the requirements of Section 600 of the Nebraska Department of Roads Standard Specifications for Highway Construction.

.1 Nebraska AX Sand Gravel Aggregate shall be a mixture of sand, and gravel, free from injurious quantities of soft or flaky particles, particles with concretionary coatings, alkali, organic matter, paper, wood, or other deleterious material.

.2 Nebraska 47-B Concrete aggregate shall be a mixture of sand, gravel, and limestone rock composed of clean, hard, durable, and uncoated particles, free from injurious quantities of soft or flaky particles, particles with concretionary coatings, alkali, organic matter, paper, wood, or other deleterious material.

The Engineer may consider the behavior of concrete in which the aggregate from a particular source has been used. Observations of the behavior may include the service record of both concrete pavement and concrete structures as well as the results of laboratory tests. If the evidence mentioned above, and the results of laboratory tests, Indicated that an aggregate from the particular source contains reactive constituents which cause a cement aggregate reaction, the aggregate shall be rejected for use in concrete. If, in the judgment of the Engineer, the aggregate can be used in concrete with a Portland cement having an alkali content not exceeding 0.6 percent without causing a cement-aggregate reaction, the Engineer may permit its use. Aggregate produced by pumping from different pits in the Platte River Valley shall be considered to be from the same source.

2.01.3 AIR-ENTRAINING ADMIXTURES shall be a type approved by the Engineer, and shall conform to the requirements of AASHO Standard Specifications for Air-Entraining Admixtures for Concrete, Designation M154.

2.01.4 CURING AND SEALING COMPOUNDS shall be acrylic base compounds, and shall be one of the following types and manufacture:

Surfaseal	L & M Construction Chemicals, Inc.
Acryseal	Protex Industries, Inc.
Kure-N-Seal	Sonneborn Division of Contech, Inc.
CS-309	W.R. Meadows, Inc.
Acrylic Curing Compound	Nebraska Builders Products

2.02 CONCRETE MIXES

2.02.1 MIX CONCRETE to provide a compressive strength of not less than 3,000 psi in seven days and 4,000 psi in 28 days. The concrete shall be furnished having a maximum slump of 2 1/2 inches and minimum slump of 1 1/2 inches.

2.02.2 PROPORTION OF MATERIALS to be used in the sand-gravel concrete mix shall be as follows unless changed by the Engineer when necessary to obtain the specified strength and/or the desired density, durability,

uniformity, and workability:

.1 Nebraska AX Table of Proportions for 6.5 sack. Concrete composed of cement, water, and sand-gravel aggregate shall contain 425 pounds minimum, 455 pounds maximum total aggregate per sack of cement, except for air-entrained concrete, in which 405 pounds minimum and 435 pounds maximum total aggregate shall be used. Air-entrained concrete shall have an air content of of 5 to 7.5 percent volume of the wet concrete as determined by ASTM Test C138-44. 611 lbs. of cement per cubic yard of concrete, with a max 0.48 water cement ration (lb of water) per 100 lbs. of cement.

.2 Nebraska 47-B Concrete table of proportions for 6 sack. Concrete composed of cement, water, sand-gravel aggregate, and limestone rock shall contain 510 minimum, 555 pounds maximum total aggregate per sack of cement for air-entrained concrete. Air-entrained concrete shall have an air content of 5 to 7.5 percent by volume of the wet concrete as determined by ASTM Test C138-44. 564 lbs. of cement per cubic yard of concrete, with a max 0.48 water cement ration (lb of water) per 100 lbs. of cement.

2.02.3 WATER FOR CONCRETE shall be free from objectionable quantities of oil, acid, alkali, salt, organic matter, or other deleterious materials, and shall not be used until the source of supply has been approved. If, at any time, the water from an approved source becomes of unsatisfactory quality or insufficient quantity, the Contractor will be required to provide satisfactory water from another source.

2.02.4 WATER CONTENT in any mix shall include the amount of moisture or water carried on the surface of the aggregate. The amount of water to be used shall be the minimum amount required to produce a plastic mixture of the strength specified and of the design, density, durability, uniformity, and workability. The maximum water-cement ratio shall be 0.50.

2.03 CONCRETE PRODUCTION

2.03.1 PRODUCE AND DELIVER READY-MIXED CONCRETE in accordance with Sections 1002.04 through 1002.07 of the Nebraska Department of Roads Standard Specifications for Highway Construction, except as amended herein.

2.04 REINFORCING STEEL

2.04.1 REINFORCING STEEL shall be Grade 60, minimum.

3.0 EXECUTION

3.01 PREPARATION

3.01.1 CLEAN EQUIPMENT for mixing and transporting concrete. Forms shall be thoroughly wetted (except in freezing weather) or oiled. Clean reinforcement of ice, dirt, rust, scale, or other coatings. Remove debris, water, and ice from the place of deposit of concrete. Remove laitance and other unsound material from hardened concrete before additional concrete is added.

3.03 CONVEYING AND PLACING

3.02.1 CONVEY CONCRETE FROM TRUCKS as rapidly as possible to the place of final deposit by methods that will prevent separation or loss of materials.

3.02.2 CHUTING, PUMPING, AND PNEUMATIC CONVEYING EQUIPMENT shall be of such size and design to ensure a practically continuous flow of concrete at the delivery end without separation of materials.

3.02.3 PUMP CONCRETE to conform with the report recommendations of ACI Committee 304, Placing Concrete by Pumping Methods.

3.02.4 DEPOSIT CONCRETE as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Place concrete at a rate so that concrete is plastic and flows readily into the spaces between the bars. Concrete contaminated by foreign material shall not be used unless approved by the Engineer. When placing is once started, it shall be carried on as a continuous operation until placement of the panel or section is completed, and shall be placed before its initial set has occurred.

3.02.5 CONSTRUCT HEADERS to the dimensions shown on the Drawings wherever the end of pavement joints an unimproved road or street and wherever shown. Concrete shall be of the same class as used in construction of the pavement.

3.03 CONSOLIDATION

3.03.1 CONSOLIDATE CONCRETE in accordance with ACI 309.

3.04 FINISHING

3.04.1 FLATWORK

.1 Belt Finish paving to a true plane within ¼ inch in 10 feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.

3.04.2 NO EXCESS WATER shall be present when any finishing is being accomplished, and no water shall be added after the concrete is mixed and placed. Excessive form marks on exposed concrete surfaces shall be rubbed down with carborundum stones to the satisfaction of the Engineer.

3.05.1 TESTS. Unless otherwise noted on the Drawings or directed by the Engineer, a test set shall be made in accord with the following schedule:

Total Cubic Yards of Concrete Placed in Day's Run	Minimum Number of Tests (three cylinders each)
0 - 100	One per day
100 - 1,000	One for each 100
1,000 - 2,000	One for each 200

3.05.2 EACH TEST SET shall include the following:

.1 Three Compression Test Specimens made, tested, and evaluated in accord with ACI 301

.2 Slump Test made in accord with ASTM C 143

.3 Test For Entrained Air Content in accord with ASTM C 231 or ASTM C 173

3.06 SPECIAL CONSIDERATIONS

6.B.

3.06.1 IN NO PLACE shall concrete be allowed to set more than 30 minutes until another batch is applied and properly vibrated.

3.06.2 WETTING OF SUBGRADE shall be done prior to the placing of concrete by sprinkling with water.

3.06.3 STOPPAGES. IN the event that concrete pouring is unavoidably stopped, due to breakdown of equipment or otherwise, for more than 30 minutes, the Contractor shall use a construction joint as directed by the Engineer.

6.B.

DETAIL SHEETS

6B

T. C. ENGINEERING INC.
ONE SOUTH SYCAMORE STREET
P. O. BOX 832
NORTH PLATTE, NEBRASKA 69103
(308) 534-9245
email: tcw@tcengineeringinc.com
brb@tcengineeringinc.com

May 8, 2015

Mayor Harold Peterson
City of Ogallala
411 East Second Street
Ogallala, NE 69153-2631

Re: Ogallala, NE
Water Well Water Improvements 2009

Dear Mayor and Council;

A final estimate for Sargent Drilling Co. is enclosed for the new south well. This represents a $ 108 reduction from the original contract and a Change Order is enclosed to adjust the contract price accordingly.

If the Council so approves, the Contractor's Application for Payment (Final) and the Change Order should be signed by the Mayor and a copy forwarded to the Department of Health and Human Services.

If you have any questions feel free to call.

Sincerely,

Thomas C. Werblow
Project Engineer

cc/email Steve McNulty, DHHS

6.C, 6D & 6.E.

CHANGE ORDER NO. 1 **Initiation Date: 4/30/15**

PROJECT :

Water Improvements 2009-1
Contract No. 1
Ogallala, Nebraska 69153

Contract For: Well house & pump
Contract Date: 4/26/14

TO:(Contractor)

Sargent Drilling Co..
PO Box 627
Broken Bow, NE 68822

You are directed to make the following changes in this Contract to adjust final quantities:

1. Delete Item 13. ($36.00)

2. Delete Item 18. ($72.00)

3. Extend time due to Nebraska Public Power District problem with power supply.
Seeding delayed to spring and completed by April 30, 2015.
No contract price change.

Net change these items: ($ 108.00)

Not valid until signed by both the Owner and Engineer.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	$213,447.00
Net change by previously authorized Change Orders.....	$ 0
The Contract Sum prior to this Change Order was.....	$213,447.00
The Contract Sum will be increased by this Change Order.	($ 108.00)
The new Contract Sum including this Change Order will be...	$213,339.00

The Contract Time will be increased by (241) Days.
The Date of Completion as of the date of this Change Order therefore is April 30, 2015.

Authorized:

T.C. Engineering Inc.	**Sargent Drilling, Co.**	**City of Ogallala**
Engineer	Contractor	Owner
One South Sycamore	PO Box 627	411 East 2nd Street
N. Platte, NE 69101	Broken Bow, NE 68822	Ogallala, NE 69153
By:	By:	By:

6.C

Contractor's Application For Payment No. Final

	Application Period: December 17, 2014 – May 7, 2015	Application Date: May 7, 2015
To (Owner): City of Ogallala Nebraska	From (Contractor): Sargent Drilling Co.	Via (Engineer) TC Engineering
Project: Water Well 2009-1- Contract No.1	Contract: $213,447.00	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1		-108.00
TOTALS		-108.00
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	213,447.00
2. Net change by Change Orders	$	-108.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	213,339.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) (Includes Quantity Adjustments)	$	213,339.00
5. RETAINAGE:		
a. 0 % x 213,339.00 Work Completed	$	
b. ____ % x $_____ Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	213,339.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	208,974.22
8. AMOUNT DUE THIS APPLICATION	$	4,364.78
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Gary McCracken Date: 5/7/15

Payment of: $ 4,364.78
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) 5-8-15 (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract):	Water Well 2009-1 Ogallala Nebraska - Contract No.1	Application Number:	Final
Application Period:	December 17, 2014 - May 7, 2015	Application Date:	May 7, 2015

A				B	C	D	E	F		G
Item										
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Well House including shell described above, casing adjustment, pump base, piping to 5-feet outside of building footings and appurtenances	1	53,058.00	53,058.00	1	53,058.00	0.00	53,058.00	100%	0.00
2	Well motor, pump, column, intake, base plate, air line assembly, casing vent, transducer placement, and appurtenances	1	41,850.00	41,850.00	1	41,850.00	0.00	41,850.00	100%	0.00
3	2" Air release assembly and appurtenances-APCO or Valmatic	1	800.00	800.00	1	800.00	0.00	800.00	100%	0.00
4	8" FxPE Spool w/Tap in spool	1	300.00	300.00	1	300.00	0.00	300.00	100%	0.00
5	Flanged Adapter-Dresser	1	700.00	700.00	1	700.00	0.00	700.00	100%	0.00
6	8" Check Valve	1	1,600.00	1,600.00	1	1,600.00	0.00	1,600.00	100%	0.00
7	8" Flow Meter	1	4,100.00	4,100.00	1	4,100.00	0.00	4,100.00	100%	0.00
8	8" x 6" Tee with taps shown	1	495.00	495.00	1	495.00	0.00	495.00	100%	0.00
9	8" Gate valve w/handwheel	1	1,350.00	1,350.00	1	1,350.00	0.00	1,350.00	100%	0.00
10	8" Discharge piping & appurtenances, plug, including restrained elbows	1	5,200.00	5,200.00	1	5,200.00	0.00	5,200.00	100%	0.00
11	6" Blowoff piping & 6" valve w/handwheel, 6" cap and appurtenances	1	1,600.00	1,600.00	1	1,600.00	0.00	1,600.00	100%	0.00
12	Ball Valves-Watts 2-inch	1	65	65.00	1	65.00	0.00	65.00	100%	0.00
13	Ball Valves-Watts 3/4 inch	2	18	36.00	0	0.00	0.00	0.00	0%	36.00
14	Ball Valves-Watts 1/2-inch	1	13	13.00	1	13.00	0.00	13.00	100%	0.00
15	Pressure Gauges & Appurtenances	2	150	300.00	2	300.00	0.00	300.00	100%	0.00
16	1/2" prelube line	1	200	200.00	1	200.00	0.00	200.00	100%	0.00
17	3/4-inch Spigot-watts and Chemical tap	2	36	72.00	2	72.00	0.00	72.00	100%	0.00
18	1/4-inch Smooth Bore sample tap	2	36	72.00	0	0.00	0.00	0.00	0%	72.00
19	1/2-inch smooth bore sample tap including line and appurtenances	1	36	36.00	1	36.00	0.00	36.00	100%	0.00
20	4" Drain line, infiltrators, steel bollards(2), earth protection berm & outlet line	1	800	800.00	1	800.00	0.00	800.00	100%	0.00
21	Electrical and mechanical including heaters, starters, for wiring, conduit, lighthing, heaters, and air conditioners, gas piping, testing, coordination with HOA systems, instusion sensor, secondary to pad mounted transformer, main shut off & appurtenances	1	38000	38,000.00	1	38,000.00	0.00	38,000.00	100%	0.00

22	Generator including concrete pad, wiring, connections, adjustments, 4 hours on-site start up, 4 hours on-site training	1	43500	43,500.00	1	43,500.00	0.00	43,500.00	100%	0.00
23	Chemical Feed System including feed pumps, vent lines, scales, signs, shelves, pallets, meters, eye wash station, sorbent,deck ramps, & appurtenances & 3 hours on-site training	1	18500	18,500.00	1	18,500.00	0.00	18,500.00	100%	0.00
24	Seeding, mulching, & fertilizer	0.4	4000	1,600.00	0.4	1,600.00	0.00	1,600.00	100%	0.00
25	1/2" Sample line x 140 lf, 16x1/2" saddle, corp, 1/2" curb stop (not shown on drawings) & appurtenances	1	700.00	700.00	1	700.00	0.00	700.00	100%	0.00
	Deduct for Buy American Waiver	1	-1,500.00	-1,500.00	1	-1,500.00		-1,500.00	100%	0.00
	Totals			**213,447.00**		**213,339.00**	**0.00**	**213,339.00**	**100%**	**108.00**

6.F.