

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, November 2, 2020
5:30 PM - City Council Chambers

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Citizen's Comments.
2. Announcements & Recognitions.
3. Consent Agenda.
 - A. Approve the minutes of the October 19, 2020 regular City Council meeting.
 - B. Receive and file the City of McCook Snow and Ice Control and Removal Operation Procedures and Policies.
 - C. Approve the specifications for City Street Crack Sealing and set the time and date to receive bids at 2:15 P.M. on November 24, 2020.
 - D. Approve specifications for the City Auditorium Front Step Replacement and set the time and date to receive bids as 2:00 P.M., November 24, 2020.
 - E. Consider and authorize the use of Community Betterment Funds to cover the rental fees for the McCook Christian Church to use the McCook City Auditorium on November 10, 2020 to provide childcare during the City Council Strategic Planning meeting.
 - F. Authorize Pinpoint Communications to occupy city right of way for the installation of a communications cable along the west side of the alley adjacent to 811 East 4th Street and authorize the Mayor to sign the Application to Occupy Right of Way.
 - G. Adopt Resolution No. 2020-29 amending award of bid to STRYKER for three (3) New Ambulance Power Load Systems and Cots.
4. Regular Agenda.
 - A. Receive and file a presentation from Nathaniel Mustion and Lisa Shifflet regarding LB 424, legislation amending the Nebraska Municipal Land Bank Act allowing all Nebraska communities to acquire, clean, maintain, and dispose of nuisance property.
 - B. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
NOVEMBER 2, 2020 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the October 19, 2020 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 28, 2020

McCook City Council
October 19, 2020
5:30 PM Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:30 o'clock P.M. in the City Council Chambers.

Present: Mayor Gonzales, Councilmembers Hepp, Calvin, Weedon, Muehlenkamp.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Fire Chief Harpham, Public Works Director Potthoff, Senior Services Director Siegfried, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on October 15, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Gonzales announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Gonzales called the meeting to order.

1. Citizen's Comments.

No one was present for Citizen's Comments.

2. Announcements & Recognitions.

City Manager Schneider informed that Council that a Board of Zoning Adjustment meeting is scheduled for October 26, 2020 at 5:30 P.M. and that city staff are wearing masks in an effort to prevent staff from being exposed to COVID-19 and having to quarantine. It's not a political statement, we just want to continue to operate. Keeping the Senior Center open is important so that we can continue to provide food and social time to our senior citizens. Those who use the Senior Center and Library are being asked to wear a mask.

3. Proclamations.

3.A. Approve a proclamation encouraging McCook's citizens and visitors to follow all public health recommendations and guidelines related to COVID-19 in order to assure we are able

to maintain access to quality healthcare, keep businesses and schools open, maintain our quality of life, and keep the economy growing.

Troy Bruntz, President of Community Hospital spoke in support of the proclamation, stating that the number of positive COVID-19 cases have almost doubled in frequency this past week. Julie Wilhelmson, Director of Emergency and Outpatient Services at Community Hospital echoed Mr. Bruntz's comments, it is truly starting to happen here.

Motion to approve a proclamation encouraging McCook's citizens and visitors to follow all public health recommendations and guidelines related to COVID-19 in order to assure we are able to maintain access to quality healthcare, keep businesses and schools open, maintain our quality of life, and keep the economy growing. This motion, made by Calvin and seconded by Hepp, passed. Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA. YEA: 5, NAY: 0

4. Public Hearings.

- 4.A. Public Hearing - Request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in a Residential Medium Density (RM) District - property located at 910 West "L" Street.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Lexis Jones and Courtney Williams (Project Sponsor) to locate a daycare center in a Residential Medium Density (RM) District - property located at 910 West "L" Street, with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed. Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA. YEA: 5, NAY: 0

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the October 19, 2020 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #4 - Land Use Application and attachments (4 pages); Exhibit #5 - Findings and Determinations of McCook City Council (2 pages); Exhibit #6 - minutes of the October 12, 2020 Planning Commission meeting.

City Manager Schneider noted that Ms. Williams was in the audience and available to answer questions from the Council. Mr. Schneider reviewed the following information presented in Exhibit #1: "An application for a special exception has been submitted by Lexis Jones and Courtney Williams to allow for a daycare center in a Medium Density Residential (RM) District. The property at issue is located at 910 West L Street. The owners of the property are Brad and Courtney Williams. Pursuant to Zoning Ordinance No. 2016-2929, Article 9, Section 904, daycare facilities are allowed in the Residential Medium Density District (RM) if a special exception is granted by the City Council. Originally, the applicants stated that Ms. Jones would be residing at the residence (which would have allowed the house to fall under the home occupation rules), however, Ms. Jones is engaged to be married within the year and 910 West "L" Street would not be her marital home."

“City Staff believes the property at issue has always been used for residential purposes. The surrounding properties are single family dwellings as well. Staff has had an opportunity to go on site and discuss the potential daycare with Mrs. Williams. Staff explained the special exception process and stressed the importance of complying with special exception requirements A - I. In particular, Staff explained that there have been a number of similar requests over the past few years, and during the prior discussions, requirements A, B, E, H, and I were the primary points of emphasis. Staff specifically asked Mrs. Williams to pay close attention to ingress/egress and parking. Mrs. Williams’ application spells out their plan with respect to these items.”

“With respect to ingress and egress, Mrs. Williams does not believe the traffic flow will be impacted by a childcare facility. Mrs. Williams states that there will be 10 or fewer children at her childcare facility at one time. The street is not a narrow street (as was the issue with the property at the corner of Norris and East “M” Street). Staff observed vehicles passing through West “L” Street without impediments.”

“Next, the property contains a garage and driveway. The applicant states that the driveway has sufficient room for 4 vehicles. The applicant also stated that the daycare provider will park her car in the garage, freeing up space in the driveway. Upon review of the Zoning Ordinance’s Off-Street Parking regulation (ie. Section 2111), a nursery must have enough parking spaces to cover 30% of capacity in students. Per the regulation, 3 off-street parking stalls are necessary assuming there will be 10 or fewer children at the childcare facility. The applicants have the space required in the Zoning Ordinance. Additionally, there is space for on-street parking if it is needed. A diagram of the premises and related parking spaces is attached to this packet.”

“As far as screening and buffering, the home already has a backyard fence. According to the applicant, if the children are outside, they will be within the backyard fence. There should be no issues with children in the front yard.”

“With respect to general compatibility with adjacent properties, the exterior of the residence will not be altered. Of note, if the special exception is approved, the house will be the only childcare facility in the neighborhood. This may be the largest concern associated with this request. Staff believes this concern can be minimized if the applicant develops a structured parking plan. Also, it will be beneficial if the applicant takes steps to assure the children are inside the building or in the backyard. Unlike with a similar request from a few years ago that involved property near the elementary school, there is not another facility in the neighborhood that will have large numbers of occupants that would compete for space.”

“With respect to McCook’s Comprehensive Plan and Zoning Regulations, a childcare facility is an allowable special exception in the RM District. Additionally, McCook’s Comprehensive Plan incorporates the City of McCook’s Economic Development Plan, which includes childcare facilities as a qualifying use under the program. The goal of the Economic Development Plan is to build on the strengths of the City to promote existing industries and the retention of jobs. Further the Plan is designed to aide in the recruitment of new industries and jobs to McCook to facilitate the development and expansion of new businesses. In order to achieve these goals, it is necessary to assure there is adequate childcare available for individuals that work in and around McCook.”

“The McCook Planning Commission held a public hearing on October 12, 2020 for the application. Mrs. Williams was present and testified regarding the application. Nobody spoke in opposition to the application. Staff did inform the Planning Commission that prior to the Planning Commission meeting, one person contacted Staff to express a concern that a daycare may not fit well in the neighborhood. The concerned citizen was worried that a daycare may change traffic patterns or create parking issues. Planning Commission member Bruce McDowell stated that the small number of daycare children being cared for at the site would more than likely not create a noticeable up-tick in traffic or create parking issues. The Planning Commission voted unanimously to recommend approval of the special exception to the City Council.”

Mrs. Williams stated they now have a request for a young child, the number of families served will be four, with the number of children at eight. The house is too small to add any additional children.

Councilmember Calvin questions if there will be signage. The only signage will be what is placed on the front door.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Weedon and seconded by Muehlenkamp, passed.
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

4.B. Approve a special exception to allow a daycare center in a Residential Medium Density (RM) District - property located at 910 West "L" Street due to special exception requirements A - I being satisfied.

Motion to approve a special exception to allow a daycare center in a Residential Medium Density District (RM) - property located at 910 West "L" Street due to special exception requirements A - I being satisfied. This motion, made by Calvin and seconded by Weedon, passed.
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

5. Consent Agenda.

Councilmember Calvin requested that Item H and Item I be removed from the Consent Agenda and placed on the Regular Agenda. Dawson Brunswick, McCook Chamber of Commerce President/CEO requested that Item C be removed from the Consent Agenda and placed on the Regular Agenda.

Motion to approve the remaining consent agenda items. This motion, made by Weedon and seconded by Hepp, passed.
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

5.A. Approve the minutes of the October 5, 2020 regular City Council meeting.

5.B. Receive and file the minutes of the January 7, 2020 and August 4, 2020 Senior Center

Advisory Board meetings and the October 12, 2020 Planning Commission meeting.

- 5.D. Approve the agreement between the City of McCook and W Design Associates to provide design and construction engineering services for the reconstruction of North Cherokee from Seminole Drive to Norris Avenue and authorize the Mayor to sign.
- 5.E. Approve an amended Lease of Rack Space between the City of McCook and McCook Public Power District and authorize the Mayor to sign.
- 5.F. Ratify the Mayor's appointments to the Planning Commission - reappoint Matt Davidson, Kurt Vosburg, and Jesse Stevens - terms expire September 2023 and the Senior Citizens Advisory Board - reappoint Mary Keslin - term expires September 2023.
- 5.G. Award the bid for the purchase of two radio consoles to be used by the McCook Police Department Communications Center to Russ Bassett Corporation for \$47,118.84 that being the lowest responsible bid.
- 5.J. Authorize Pinpoint Communications to occupy city right of way for the installation of underground communications cable in the alley south of "B" Street, between East 4th Street and East 5th Street and authorize the Mayor to sign the application to occupy right of way.

6. Regular Agenda.

- 5.C. Award the bid for Memorial Auditorium Roof Replacement to Weathercraft Company of McCook, Nebraska in the amount of \$74,980.00, it being the lowest most responsible bid.

Dawson Brunswick, McCook Chamber of Commerce director, asked for clarification as to what "lowest responsible bid" actually means.

Motion to award the bid for Memorial Auditorium Roof Replacement to Weathercraft Company of McCook, Nebraska in the amount of \$74,980.00, it being the lowest most responsible bid. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

- 5.H. Authorize Pinpoint Communications to occupy city right of way for the installation of a communications cabinet in the northeast corner of 411 East 4th Street and authorize the Mayor to sign the application to occupy right of way.

Councilmember Calvin expressed concerns regarding height of the cabinets and visibility at the corner. The height of the cabinet will be approximately 40 inches, it will be installed in the alley so visibility will not be an issue, and permission has been obtained from all property owners.

Motion to authorize Pinpoint Communications to occupy city right of way for the installation of a communications cabinet in the northeast corner of 411 East 4th Street and authorize the Mayor to

sign the application to occupy right of way. This motion, made by Calvin and seconded by Gonzales, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

5.I. Authorize Pinpoint Communications to occupy city right of way for the installation of a communications cabinet just east of the northeast corner of 101 Park Avenue on city owned property and authorize the Mayor to sign the application to occupy right of way.

Councilmember Calvin again expressed concerns regarding height of the cabinets and visibility at the corner. The height of the cabinet will be approximately 40 inches, the installation is not at the corner to cause visibility issues, and permission has been obtained from all property owners.

Motion to authorize Pinpoint Communications to occupy city right of way for the installation of a communications cabinet just east of the northeast corner of 101 Park Avenue on city owned property and authorize the Mayor to sign the application to occupy right of way. This motion, made by Calvin and seconded by Weedin, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

6.A. Determine a date and time to hold a capital improvement strategic planning meeting.

Dates considered were Monday, November 9, and Tuesday, November 10, because of possible conflict with the Planning Commission scheduled for the 9th.

It was the consensus of the Council to hold the meeting on November 9 at 7:30 P.M., at the Senior Center.

6.B. Council Comments.

There were no council comments.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:22 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
NOVEMBER 2, 2020 CITY COUNCIL MEETING**

ITEM: 3.B.

RECOMMENDATION:

RECEIVE AND FILE THE CITY OF MCCOOK SNOW AND ICE CONTROL AND REMOVAL OPERATION PROCEDURES AND POLICIES.

BACKGROUND:

The snow and ice control and removal operation procedures and policies are reviewed every year. Also attached to the policy is the agreement between the City of McCook and Red Willow County for snow plowing services pursuant to the interlocal cooperative act. This agreement is automatically renewable for an additional 1 year unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1st of the year in question.

We once again plan to pre-treat the streets prior to predicted winter weather, when feasible. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface.

We would like to remind the citizens that sidewalks should be cleared within 24 hours of the cessation of the snow. Emergency snow routes are marked with emergency snow route signs. The City asks that residents remove vehicles, including trailers, boats etc., from city streets, in particular the emergency snow routes, if snow is predicted. Highways within the city limits as well as the emergency snow routes will be the first priority. City crews are also responsible for snow removal at the airport. City crews will try and clear the remaining residential streets, once the priority areas are cleared.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

RECEIVE AND FILE THE CITY OF MCCOOK SNOW AND ICE CONTROL AND REMOVAL OPERATION PROCEDURES AND POLICIES.

APPROVALS:



Kyle Potthoff, Public Works Director

October 20, 2020



Nate Schneider, City Manager

October 20, 2020

CITY OF MCCOOK

SNOW AND ICE CONTROL AND REMOVAL OPERATION

PROCEDURES AND POLICIES

DEPARTMENT OF PUBLIC WORKS

STREET DIVISION

REVISED NOVEMBER, 2020

AGREEMENT WITH COUNTY

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Attachment A -	Snow Emergency Ordinance No. 1882 - Section 5-1023
Attachment B -	Interlocal Agreement (Red Willow County) dated November 5, 2001

SUMMARY OF POLICIES

1. It is the general policy of the City of McCook to devote most of its snow and ice fighting effort to the arterial streets in the community due to the greater traffic volume, volume of stopping and intersection turning movements and level of speed on these streets.
2. The City shall try and maintain a relatively good level of traction on arterial streets by use of spreading straight salt, sand or gravel or a mixture of, plowing of snow from the streets, or a combination of the two.
3. On all arterial streets with the exception of the downtown area, streets will be plowed from the center to the curb and from curb to curb except when a parked vehicle makes this impossible. The City will not remove snow from driveways or sidewalks as a result of snow plowing operations.
4. The City will clear intersections of snow on intersection arterial streets and on local streets where intersections are impassable as a result of snow plowing operations.
5. The City will plow a path down the middle of residential streets when these streets are impassable to an average passenger car equipped with snow tires.
6. In the downtown area, snow will be plowed to the center of the street and hauled away due to the large volume of traffic in this area and the high volume of vehicle parking.
7. If deemed necessary, the City may call a snow emergency requiring removal of all cars parked on arterial streets for a period of 24 hours from the time the snow emergency is in effect. Vehicles not removed shall be towed away.
8. Citizens are to remove snow from sidewalks adjacent to their property within 24 hours of the cessation of snowfall except, in commercial areas where snow shall be removed by 10:00 A.M. on the morning following cessation of snow fall.
9. Depositing of snow from driveways, sidewalks and parking lots on public streets is prohibited. Where snow is removed from parking lots and piled on the parking lot, snow piles falling within the "vision triangle" of an intersection shall not be higher than 2 1/2 feet above the center of the intersection street lines so that a traffic hazard is not created at the intersection.
10. On January 1, 2004 the City of McCook became responsible for the removal of snow and ice control on the highways inside the city limits.

**SNOW POLICY - SALT BRINE PRE-TREAT OPERATION
PROCEDURE FOR CALLING OUT PERSONNEL AND EQUIPMENT**

Beginning in the winter of 2007-2008, the City of McCook added another step to our snow/ice fighting operation. Salt brine is an anti-icing solution which is applied to the highways, streets and bridges hours before a winter weather event takes place. It is sprayed onto the roadways to help minimize and in some cases prevent unsafe road conditions when the winter storm does arrive. This is a pro-active approach to combating snow removal.

The Director of Public Works or Public Works Supervisor is responsible for deploying the salt brine pre-treat unit as he deems appropriate in order to adequately meet the particular circumstances or situation. When a snow/ice event is forecasted, the weather conditions shall be evaluated in order to determine whether the pre-treat operation shall be put into effect. Once it is determined that it is safe to pre-treat, the operator will be called and the equipment will be mobilized. The pre-treat operation consists of applying a salt brine solution onto the roadway, in order to help minimize the snow/ice from adhering to the road surface. The Nebraska Department of Roads may also be utilized for their expertise in the pre-treat operation.

Salt brine is made using just two ingredients. The first ingredient is rock salt or also known as sodium chloride (NaCl) and the second ingredient is water. The salt brine is effective for anti-icing, because the salt depresses the freezing point of water. Water freezes at 32 degrees Fahrenheit, but when salt is added to the water, it lowers the point at which the water will freeze. The recommended percentage of salt brine is between 23% and 24%, which will drop the freezing point of the brine down to - 6 degrees Fahrenheit. The salt brine will typically be applied at 50 gallons per lane mile, which amounts to approximately 110 pounds of salt.

The salt brine that will be used in our operation will be produced at the City of McCook's Water Treatment Plant, at no additional cost to the rate payers of McCook. The brine is actually a waste product and if not used for this purpose, it would be disposed of through the Wastewater Treatment Plant.

The following is the priority order in which streets will be pre-treated:

1. All Highways within the City limits.
2. All emergency snow routes.
3. Residential streets.

The frequency and amount of pre-treatment will be dependent on the following:

1. Weather conditions
2. Weather forecasts
3. Severity of the predicted event.

**SNOW POLICY - SAND/SALT OPERATION
PROCEDURE FOR CALLING OUT MEN AND EQUIPMENT**

The Director of Public Works or Public Works Supervisor is responsible for directing the resources of staff and equipment when required by winter storm conditions. During a light snow, the early stages of a major snow, or during icy conditions the sand/salt operation shall be put into effect.

The Director of Public Works or Public Works Supervisor is responsible for deploying the sand/salt unit in such fashion as he deems appropriate in order to adequately meet the particular circumstances or situation. The Director of Public Works or Public Works Supervisor shall advise the Police Department when the sand/salt operation is put into effect. Since the McCook Police Department monitors the conditions of streets during winter storm situations, the Police Department will advise the Public Works Department of the condition of the streets from time to time and of the need for action in order to provide for safe driving conditions under these circumstances.

The Police Department shall also keep the public advised of the street conditions by notifying the local news media (radio) so that bulletins can be broadcast noting particular conditions.

The Director of Public Works or the Public Works Supervisor will monitor street conditions and weather reports and determine the need for calling out staff and equipment between the hours of 4:00 A.M. and midnight, Sunday through Saturday. Between midnight and 4:00 A.M., the Police Department will be primarily responsible for monitoring street conditions and will place a call to the Director of Public Works or the Public Works Supervisor whenever they feel that conditions warrant some action by the Public Works Department. The Public Works Director or Public Works Supervisor will advise the Police Department of his/her actions at all times.

In the absence of the Director of Public Works, staff and equipment in the Public Works Department may be activated by the following persons in the order listed:

Tyler Kalinski	-	Home
Ken Vontz	-	Home
Randy Zwickle	-	Home

Police Shift Supervisor - **CONTACT** as listed above

The above instructions and policy will be followed unless otherwise directed by the Director of Public Works or other responsible official as noted above.

DUTIES OF PERSONNEL AND OFFICERS

GENERAL INSTRUCTIONS

1. Study and know the procedures outlined in the manual and follow the schedules shown.
2. Keep records, such as gas, diesel, hours, and mileage of trucks, plows, and loaders.
3. See that your assigned unit is in good operating condition at all times and operate it according to the plan at all times.
4. Notify the Public Works Director or Public Works Supervisor of any emergency conditions encountered.
5. Flagmen shall wear a safety vest at all times.

NOTE: There is also some burden of responsibility on the personnel involved with this plan to make an effort to be available on off-duty hours if it appears that stormy conditions may develop.

PUBLIC WORKS PERSONNEL
Contact List

CELL NUMBERS

Kyle Potthoff	CELL
Tyler Kalinski	CELL
Jesse Dutcher	CELL
Rick Province	CELL
Kenny Vontz	CELL
Lea Ann Doak	CELL

HOME NUMBERS

Kyle Potthoff	Home
Tyler Kalinski	Home
Ron Maris	CELL
Randy Zwickle	CELL
Kenny Vontz	Home
Dave Korte	CELL
Matt Coulter	CELL
Elza Doak	Home
Tony Rouse	CELL
Paul Younger	CELL
Kirk Wilson	CELL
Steve Miller	Home

Rick Province	Home
Dave Gummere	Home
Dwayne Brunswick	Home
Jerome Biegler	Home
Rick Lorentz	CELL
Rick Kinne	CELL
Ron Lauer	Home
Wayne Cook	CELL
Greg Pollnow	CELL

Jesse Dutcher	Home
Seth Province	CELL
Tyrel Riggs	CELL
Pat Fawver	CELL
Greg Hall	Home
Jarod Doyle	CELL
Trevor Van Pelt	CELL

UNIT 45 - SALT UNIT

SALT ROUTE

NOTE: Notify Police at start and finish.

- (1) All through streets - includes hospital
- (2) All downtown streets - includes post office
- (3) Westridge hill from "D" to "M"
- (4) Around all schools
- (5) "D" Street from West 5th to "B" Street
- (6) 9th Street from "B" Street to West 5th Street
- (7) West "C" Street from West 5th to West 10th
- (8) Around the Municipal Facility
- (9) All stops as needed
- (10) Other areas as needed
- (11) Highway 83 from south city limit to north city limit
- (12) Highway 6 & 34 from east city limit to west city limit

PROCEDURES AND POLICIES FOR SNOW PLOWING OPERATION

The Director of Public Works is responsible for directing how and when the snow plows shall be called out in order to meet particular circumstances of the winter storm.

Snow plowing operations normally are called for whenever snow accumulations of five (5) inches or greater are anticipated. As long as streets in the City are generally passable, the Director of Public Works will wait to send snow plows out on snow routes until after the storm and wind has ceased. Many times storms subside in the night hours and snow plows are generally sent out sometime after midnight with the intent that they finish the route by 7:00 A.M. or 8:00 A.M. the following morning.

To avoid plowing a second time, snow plows will be held until snowfall and wind have ceased, unless conditions do not allow. The safety and speed of the operation is enhanced if it is possible to wait until early morning hours.

The Director of Public Works will notify the City Manager whenever, in his/her opinion, the removal of parked cars on arterial streets becomes a critical factor in effectively removing the snow (normally whenever the anticipated snowfall is heavy). Such decision (snow emergency) shall be made by the City Manager, the Director of Public Works, or the Chief of Police. Whenever possible, the decision will be made before noon so that media can be notified to advise citizens to remove their vehicles and to allow adequate time for moving or towing of these vehicles before snow removal operations begin.

Whenever snow plowing operations are anticipated, the Director of Public Works or the Public Works Supervisor will advise those persons responsible for operating snow equipment of the need to be on duty at a time specified. In order to meet various contingencies, it may be necessary to call out men and equipment to stand by at the Street Shop during the night in order that they may take out snow plows when the storm subsides.

When snow plowing operations are commenced, the plows will begin work in a two (2) to three (3) unit gang, plowing one-half (1/2) of an arterial street from center to curb with one pass of the gang. Snow will be plowed from curb to curb, when possible, in accordance with City policy. The operations will follow the snow routes as listed. The entire snow route will be driven and snow removed unless deemed inappropriate by the individual operator, the Director of Public Works, or the Public Works Supervisor.

The Director of Public Works or Public Works Supervisor is responsible for deploying equipment furnished by Red Willow County. The Director of Public Works or Public Works Supervisor will call out this equipment as he deems appropriate in order to meet particular circumstances of the winter storm.

Unit No. 56 (maintainer) will be dispatched to the downtown area to begin plowing snow from the curb to the center of the street or designated space for later removal. This unit will assist in clearing the highways. After clearing this area, it will proceed to other areas as listed.

Unit Nos. 53 and 55 (loaders) will be dispatched as deemed appropriate by the Director of Public Works or Public Works Supervisor to clear intersections of arterial streets and highway, break open local streets, clear City parking lots, driveways and sidewalks and assist in clearing snow from the Airport. Generally, units will be assigned on a priority basis as listed.

If at all possible, a second snow plowing after a storm will be avoided and the snow plowing operations will be completed early enough not to cover up sidewalks and driveways that have previously been cleared by residents along snow routes.

SNOW EMERGENCY ROUTES

- (1) Airport Road - "B" Street North to Airport Terminal
- (2) East 15th Street - East "H" Street to East "J" Street
- (3) East 14th Street - East "C" Street to East "H" Street
- (4) Apollo Street - East 14th Street to East "F" Street
- (5) East 11th Street - East "B" Street to North City Limits
- (6) East 6th Street - East "B" Street to East "H" Street
- (7) East 7th Street - East "H" Street to Country Club Drive
- (8) Country Club Drive - East 7th Street to East 5th Street
- (9) East 5th Street - East "H" Street to Parkview
- (10) East 4th Street - East "F" Street to East "G" Street
- (11) East 3rd Street - East "B" Street to East "H" Street
- (12) East 3rd Street - East "L" Street to East "M" Street
- (13) East 2nd Street - East "A" Street to East "B" Street
- (14) East 1st Street - East "A" Street to East "M" Street
- (15) Norris Avenue - East "A" Street to North City Limits
- (16) East "F" Street - East 3rd Street to East 6th Street
- (17) East "F" Street - East 11th Street to Apollo Street
- (18) East "G" Street - East 3rd Street to East 4th Street
- (19) East "H" Street - Norris Avenue to Airport Road
- (20) East "L" Street - Norris Avenue to East 5th Street
- (21) East "M" Street - Norris Avenue to East 5th Street
- (22) East "O" Street - Norris Avenue thru Kelley Park Drive then thru Park View to Seminole Drive
- (22) East "J" Street - East 11th Street to East 15th Street
- (23) Seminole Drive - Parkview to Park Avenue
- (24) Park Avenue - Kelley Park Drive to Norris Avenue
- (25) North Cherokee - Seminole Drive to Norris Avenue
- (26) All State Hwys within the City Limits
- (27) West 1st Street - West "A" Street to West "O" Street
- (28) West 2nd Street - West "A" Street to West "E" Street
- (29) West 3rd Street - West "A" Street to North City Limits
- (30) West Circle Drive - West "O" Street to West "Q" Street
- (31) West 5th Street - Public Safety Center to West "Q" Street
- (32) West 7th Street - West "B" Street to West "J" Street
- (33) West 8th Street - West "B" Street to West 7th Street
- (34) West 9th Street - West "B" Street to West "E" Street
- (35) West 10th Street - West "B" Street to West "Q" Street
- (36) West 14th Street - West "J" Street to West "O" Street
- (37) "A" Street - West 1st Street to East 2nd Street **
- (38) "C" Street - West 5th Street to East 1st Street
- (39) "D" Street - West 7th Street to East 1st Street
- (40) "E" Street - West 7th Street to East 1st Street
- (41) West "J" Street - Spoon Drive to Norris Avenue

- (42) West "M" Street - Norris Avenue to West 14th Street
- (43) West "O" Street - Norris Avenue to West 5th Street; West 14th Street to N. Hwy 83
- (44) West "P" Street - West 3rd Street thru West 1st Street; thru Marsh Avenue to Norris Avenue
- (45) West "Q" Street - West 3rd Street to N. Hwy 83
- (46) West "F" Street - West 7th Street to West 5th Street
- (47) West "G" Street - West 7th Street to Westridge
- (48) West "H" Street - West 7th Street to Westridge; West 10th Street to N. Hwy. 83
- (49) Sunset Road - Westridge to West 10th Street
- (50) Federal Avenue - "B" Street to South Street
- (51) South Street - Federal Avenue to South Hwy 83
- (52) All Street on the Golf Course

#56 MAINTAINER

(NOTE: DO NOT DEVIATE ON THE BELOW INSTRUCTIONS UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

REMOVE SNOW WITH MAINTAINER IN DOWNTOWN AREA

- (1) Norris Avenue from "A" Street to "F" Street (middle)
- (2) "C" Street from West 5th to East 2nd, blade to middle except between East 1st and 2nd, blade curb to curb.
- (3) West 1st from "A" Street to "D" Street (middle)
- (4) "D" Street from East 1st to West 2nd, blade to middle except between West 1st and 2nd, curb to curb
- (5) "E" Street from East 1st to West 1st (middle)
- (6) Around Post Office
- (7) West 2nd from "A" Street to "D" Street, between "C" and "D" blade curb to curb, between "A" and "C" blade to middle
- (8) West 3rd from "A" Street to "C" Street, blade to middle
- (9) "A" Street from East 1st to West 1st, curb to curb
- (10) North of Junior High on Sunset Road from West 7th west to West 10th
- (11) Airport
- (12) Assist in highway snow removal

#53 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

- (1) Intersections in the downtown area where snow is bladed to the middle of the street, and intersections around new post office
- (2) Intersections on Norris Avenue from "F" Street to "O" Street.
- (3) Airport Parking Lot and other areas as needed (hangars).
- (4) Assist in highway snow removal

#55 LOADER

(NOTE: DO NOT DEVIATE ON INSTRUCTIONS BELOW UNLESS INSTRUCTED BY THE DIRECTOR OF PUBLIC WORKS.)

- (1) Police and Fire Station Parking - front push east, other in back
- (2) Auditorium Parking Lot - east or west
- (3) Parking Lots:
 - 100 block of East "B" - north side (SW corner)
 - 100 block of West "B" - north and south sides (SW corner)
 - 200 block of West 1st - south of Komac Paint (SW corner)
 - 400 block of West 1st - east side (SE corner)
 - 300 block of East 1st - west side (north side on rocks & NE corner)
 - 200 block of West 4th - east side (west on terrace)
 - Swimming Pool - parking lot
- (4) Parking south of Library
- (5) Parking on north side of Central Elementary School
- (6) Senior Center Parking Lot (all south)
- (7) Intersections of West 10th and "H" Street
- (8) Housing Authority off-street parking on Missouri Avenue Circle
- (9) Westridge Intersections
- (10) Airport Parking Lot (in ditch, not on asphalt)
- (11) Airport Intersections and as needed
- (12) Assist in highway snow removal

AIRPORT SNOW PLOWING OPERATIONS

The Director of Public Works or the Airport Maintenance Operator is in charge of snow removal operations at the McCook Ben Nelson Regional Airport. As soon as the plow trucks, maintainers and loaders have completed their responsibilities of clearing snow from the City of McCook, they will proceed to the Airport to begin snow plowing operations on the Airport.

At the discretion of the Director of Public Works, when a situation requires the more rapid removal of snow from the Airport, units may be assigned to the Airport earlier.

When snow plowing operations begin on the Airport, the Director of Public Works or his designee shall issue a NOTAM** through Notam Manager noting that snow removal equipment is on the Airport and operating. The Airport shall be closed during such snow removal operations. The Director of Public Works or Airport Maintenance Operator will also let the local unicom operator know when they will be on the Airport and where, so that they can advise local air traffic.

Snow shall be plowed from the center of the runway to the edge of the runway. Care should be taken to avoid covering up or damaging runway edge or runway end identifier lights. The procedures for removal of snow should be followed strictly, provided that changes can be made at the discretion of the Director of Public Works. However, no change should be made upon the request of private pilots, FBO's or other person unless authorized by the Director of Public Works.

NOTE: - NOTAM -

Shall be issued thru Notam Manager or when unavailable to Lockheed Martin 1-877-487-6867

****Personnel authorized to issue a NOTAM**

1. City Manager - Airport Manager
2. Director of Public Works
3. Public Works Supervisor
4. Airport Maintenance Operator

DOWNTOWN AND "B" STREET SNOW HAULING OPERATION

The hauling of snow from the downtown area will commence as soon as loader units and trucks are available from their primary responsibilities. From Thanksgiving until New Year's, the City will give a high priority to quickly hauling out snow from the downtown area. Preferably, the haul will begin in the early morning hours in order to minimize disruption of traffic. At other times other than from Thanksgiving to New Year's, the hauling operation will commence on the next regular work day during normal business hours.

The hauling operations will clear downtown blocks in the following order:

- (1) Norris Avenue from "A" to "F"
- (2) East "C" Street from Norris Avenue to East 1st
- (3) West 1st from "A" to "D"
- (4) "D" Street from East 1st to West 1st
- (5) "E" Street from East 1st to West 1st
- (6) West 2nd from "B" to "C"
- (7) West "C" from Norris Avenue to West 5th
- (8) "B" Street from West 5th to East 5th
- (9) "B" Street from West 5th to West 10th
- (10) "B" Street from east 5th to East 14th

Snow hauled from the downtown area and "B" Street will be deposited at the south end of the airport property or other areas as designated by the Director of Public Works including the Jaycees Ball Complex parking lot.

(SIDEWALKS)

Sidewalks around public parking lots, parks, city buildings are cleaned on an as-needed basis by Cemetery personnel or other designated personnel.

**AGREEMENT BETWEEN THE CITY OF MCCOOK, NEBRASKA AND THE
COUNTY OF RED WILLOW, NEBRASKA FOR SNOW PLOWING
SERVICES PURSUANT TO THE INTERLOCAL COOPERATIVE ACT**

This Agreement is made and entered into on November 5, 2001 by and between the City of McCook, Nebraska, (hereinafter referred to as City) and the County of Red Willow, Nebraska, (hereinafter referred to as County), both public agencies pursuant to the Nebraska Interlocal Cooperative Act.

The City and County hereby entered into this Agreement for snow plowing services having the following terms and conditions.

1. The term of this Agreement shall be for a one (1) year term commencing November 1, 2001, and continuing through October 31, 2002. This agreement shall be automatically renewable on the same terms for additional one (1) year terms each subsequent year, unless one of the parties elects not to renew for the following year, by advising the other in writing prior to October 1st of the year in question.
2. There shall be no separate legal or administrative entity created by this Agreement.
3.
 - a. At the request of the City and upon notification to the District 3 County Commissioner, or his/her representative, by the City's Public Works Director, or his/her representative, the County shall provide operators and all necessary equipment, and shall plow a path reasonably clearing it of snow down the center of all residential streets within the City.
 - b. The operators provided by the County shall act under the supervision and direction of City's Public Works Director.
 - c. Upon the request of the County, and the availability of the vehicle, the City shall salt any area within the two mile jurisdiction.
 - d. At no time shall the County provided operators be considered an employee of the City.
5. This agreement may not be terminated by either party prior to the end of its term.

6. The Public Works Director for the City shall be responsible for administering the provision of this Agreement.

City of McCook

County of Red Willow

Kurt Fritsch, City Manager

Earl McNutt, Chairman
Red Willow County Commissioners

**CITY MANAGER'S REPORT
NOVEMBER 2, 2020 CITY COUNCIL MEETING**

ITEM: 3.C.

RECOMMENDATION:

APPROVE THE SPECIFICATIONS FOR CITY STREET CRACK SEALING AND SET THE TIME AND DATE TO RECEIVE BIDS AT 2:15 P.M. ON NOVEMBER 24, 2020.

BACKGROUND:

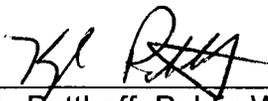
Every year the City hires a contractor to seal cracks in city streets. Last year we had planned to begin crack sealing some of the concrete alleys, but we were unable to accomplish this as all of our contracted materials were used on street surfaces. In 2020, we again would like to try and begin crack sealing some of the concrete alleys as well as city streets.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

APPROVE THE SPECIFICATIONS FOR CITY STREET CRACK SEALING AND SET THE TIME AND DATE TO RECEIVE BIDS AT 2:15 P.M. ON NOVEMBER 24, 2020.

APPROVALS:



Kyle Potthoff, Public Works Director

October 27, 2020



Nate Schneider, City Manager

October 27, 2020

SPECIFICATIONS

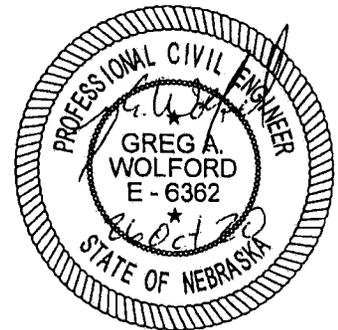
FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2020 CRACK SEALING PROJECT

OCTOBER, 2020



**W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA**

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** *These NDOT Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*

SECTION 00020 - ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2020 Crack Sealing Project and associated work as described in the Plans and Specifications until 2:15 P.M. CST at the Office of the City Clerk, McCook, Nebraska on November 24, 2020 and then at said office publicly open and read aloud.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper copies of the Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$15.00 for each set requested. Electronic copies may be obtained by email from breanna@wdesignea.com at no cost.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to the City of McCook, Nebraska as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

This project is the crack sealing of various City streets in McCook.

No bid shall be withdrawn after opening the bids without the consent of the McCook City Council for a period of 45 days.

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

Date: November 2, 2020
Publish: November 5, 12, 19, 2020

Lea Ann Doak, City Clerk
City of McCook, NE

SECTION 00100 - INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accord with these Instructions to Bidders.

1. EXAMINATION

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS

Submit all questions about the Plans and Specifications to the Engineer in writing. The Engineer and the Owner will not be responsible for oral clarification.

3. SUBSTITUTIONS

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days before the bid date. Requests received after this time may not be 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 on record.

4. PROPOSALS

Proposals shall be made on unaltered Proposal Forms furnished by the Engineer. Fill in all blank spaces and submit one copy. Proposals shall be signed with name typed below signature. Where bidder is a corporation, Proposals must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. BID SECURITY

Bid security shall be made payable to the City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashier's check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's security will be retained until he has signed the contract. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

6. BONDS

Performance and Payment Bonds are required in the amount of 100% of the contract price.

7. SUBMITTAL

Submit Proposal and Bid Security in an opaque, sealed envelope. Identify the envelope with: (1) Project name; (2) Name of Bidder. Submit Proposals in accord with the Advertisement for Bids.

8. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Bidders may withdraw at any time before bid opening, but may not resubmit them. No Proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for 45 days.

9. DISQUALIFIED

The Owner reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

10. OPENING

Proposals will be opened as announced in the Advertisement for Bids.

11. AWARD

The Contracts will be awarded on the basis of lowest responsible bid and the time of completion bid.

12. SALES TAX

The Contractor who is awarded the construction contract shall be appointed to act as a "Purchasing Agent" for the Exempt Organization for all materials to be incorporated into the Project. The Contractor will be supplied with a combination Purchasing Agent Appointment and Exempt Sale Certificate by the Exempt Organization. In turn the Contractor and/or his subcontractors shall provide their suppliers with copies of the document to enable them to purchase materials to be incorporated into the Project without payment of sales/use tax.

Billings from suppliers must be made out in the name of the Exempt Organization which appointed the Contractor as its Purchasing Agent, and shall also show the name of the Contractor.

13. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

C. The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §48-1101 through 48-1126 (Reissue 1998). The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement.

D. The Contractor shall comply with Fair Labor Standards as required by Neb. Rev. Stat. Sections 73-101 through 73-104 in the pursuit of his business and in the execution of this agreement.

SECTION 00310 - PROPOSAL FORM

_____, 2020

City Council
McCook, NE 69001

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "2020 CRACK SEALING PROJECT", McCook, Nebraska dated October, 2020 and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE EA.	TOTALS
				\$	\$
1.	Pallet of Crafcro RoadSaver 221 Crack Sealer, Applied	20	Ea.	_____	_____

Total Base Bid – _____
 _____ Dollars (\$ _____)

* The City of McCook will seal cracks in streets based on "Full Pallet Loads" of crack sealer applied. The City will purchase 20 pallet loads with an option to purchase additional pallet loads. The bid price per pallet of crack sealer includes the cost of the sealer, application of sealer, cleaning of the cracks, labor and equipment required to seal the cracks in the streets. See Sections 01010 and 01805 of these specifications. *One pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.*

Proposed START DATE _____

Proposed COMPLETION DATE _____

Receipt of Addenda is hereby acknowledged:

No. ____ Date ____ No. ____ Date ____ No. ____ Date ____

I (we) acknowledge that the Owner reserves the right to reject any or all bids, to waive any informalities or technical defects or negotiate with any of the Contractors who have submitted Proposals if the Owner deems it to be for his best interests.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is

withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Time is of the essence and it is the Owner's desire to have this work completed no later than April 1, 2021. The Contractor agrees to complete the work no later than the completion date bid. The Contractor further agrees that if work is completed after that date he/she will pay to the Owner liquidated damages in the amount of \$100.00 per calendar day after the completion date required to complete the work.

This Proposal shall remain in effect for a period of forty five (45) days after the closing time for the receipt of bids.

By

Address

Seal (If Corporation)

SECTION 00500 – 2020 CRACK SEALING CONTRACT

THIS AGREEMENT entered into this _____ day of _____ in the year TWO THOUSAND AND TWENTY by and between _____ of _____ hereinafter referred to as the "CONTRACTOR" and the CITY OF McCOOK, McCook, Nebraska hereinafter referred to as the "OWNER".

WITNESSETH: That the parties under the CONTRACT agree that the CONTRACTOR shall carry out the following generally described work on the owner's property in consideration of the unit prices as hereby set forth. 2020 CRACK SEALING PROJECT

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1. Pallet of Crafcoc RoadSaver 221 Crack Sealer, Applied	20	Ea.	\$ _____	\$ _____

The City of McCook agrees to purchase full pallet loads of Crack Sealer at the above unit price per pallet with the option to purchase additional full pallets.

All work shall be done in accordance with the Plans and Specifications provided to the CONTRACTOR and dated October, 2020.

Payment requests shall be made monthly and shall be sent to the ENGINEER.

TO WIT: The CONTRACTOR shall at his cost and under his sole responsibility furnish all labor, tools, materials, transportation, equipment and perform all work required for the completion of the work.

Further, the CONTRACTOR agrees to complete all work by _____, 2020 and accepts the liquidated damages clause included in the Proposal Form.

The CONTRACTOR shall comply with all of the State and Federal laws governing and shall hold the OWNER blameless for any and all liabilities arising out of his operations under the

Contract. The CONTRACTOR shall provide the OWNER with a Certificate of Insurance for Worker's Compensation, Comprehensive General Liability, Contractual Liability, Personal Injury and Comprehensive Automobile Liability.

IN WITNESS WHEREOF, the parties to this contract have severally affixed their signatures executing this instrument this _____ day of _____ 2020.

APPROVED:

By _____

By _____

Date _____

Date _____

City of McCook
P. O. Box 1059
McCook, NE 69001

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. All such variations shall be shown on the field documents which shall be delivered to the Engineer before final payment is made.
2. The Contractor shall provide a Certificate of Insurance of the following types and in amounts not less than the following:
 - A. Worker's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000.00
 - B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:

\$1,000,000.00	Each Occurrence
\$1,000,000.00/\$1,000,000	Annual Aggregate
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
 - (c) Products and Completed Operations to be maintained for one year after final payment.
 - (d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.
 - C. Contractual Liability:
 - (a) Bodily Injury:

\$1,000,000.00/\$1,000,000	Each Occurrence
----------------------------	-----------------
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate
 - D. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Annual Aggregate
----------------	------------------

- E. Comprehensive Automobile Liability:
 - (a) Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00/\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$1,000,000.00	Each Occurrence
----------------	-----------------

- F. Umbrella Liability Coverage
 - (a) \$1,000,000.00

This umbrella coverage shall be over and above the stated coverages and amounts.

- G. Additional insurance required. Contractor shall carry in addition to that specifically named by the 'General Conditions', as follows:
 - (a) Completed Operations and Products Liability.
 Maintained for one (1) year, commencing with
 issuance of Final Certificate for Payment.

3. FORM OF AGREEMENT

The form of agreement to be used for this project shall be as provided in the specifications.

4. SANITARY CONVENIENCES

Sanitary conveniences for use of all persons employed on the work shall be provided by the contractor.

5. SCHEDULING OF WORK

Insofar as is practicable, the contractor shall confine his operations to those parts of the site in which the construction work is located.

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

The general contractor and its subcontractors will be required to follow these specifications as well as all Federal, State and local laws, ordinances, rules and regulations.

PROJECT DESCRIPTION

This project involves crack sealing various city streets and alleys in accordance with the NDOT 2017 Standard Specifications for Highway Construction. For this work the Crafcro RoadSaver 221 grade sealant will be used. The City Staff will direct the Contractor as to which streets and alleys will be crack sealed.

The work will be completed based on full pallets of crack sealing material supplied and installed. The Contractor will be directed by the City as to how many pallets will be used and the contractor will seal the cracks on designated streets until all the material is used.

TIME OF COMPLETION

The Contractor shall bid the proposed start and completion of this work on the proposal form. It is the City's desire that the work be completed no later than April 1, 2021.

TRAFFIC CONTROL

The Contractor shall provide traffic control in the areas of work until the crack sealing material has sufficiently cured to allow opening the street to traffic.

PALLET DEFINITION

A pallet shall be considered 75 ea. 30 lb. boxes of crack filler for a total pallet weight of 2250 lbs.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

Wherever the terms "Standard", "Recognized" or "Reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids.

B. "Or Equal" Clause

Whenever, in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers of comparable quality, design and efficiency.

A bidder wishing to substitute a material or product in lieu of an item specified shall submit all appropriate information as called out in the Instructions to Bidders. No changes shall be accepted after submission of proposals unless they result in an improvement to the project and are accepted in writing by the Architect/Engineer or result in an acceptable credit to the owner without prejudice to the project and then only if accepted in writing by the Architect/Engineer.

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

Attention is called to the existence of buried water lines, gas lines, sewer lines and telephone lines within the project limits. The Contractor assumes full responsibility for the location and protection of all utilities, buried or overhead, during the construction operations.

SECTION 01805 – CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL

GENERAL

This section describes the changes to technical portions of the NDOT 2017 Standard Specifications for Highway Construction.

MATERIALS

1. The material used for sealing cracks and joints on all streets and alleys shall be Crafcro RoadSaver 221 or equal.

MEASURE AND PAYMENT

1. The sealing of cracks shall be measured and paid for by the pallet of crack filling material supplied and installed, by type. The item shall include all labor, material and incidentals needed, including cleaning the cracks. Only full pallets of material will be used.

END OF ...

SPECIFICATIONS

FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2020 CRACK SEALING PROJECT

OCTOBER, 2020



**W DESIGN ASSOCIATES
CONSULTING ARCHITECTS & ENGINEERS
McCOOK/HASTINGS, NEBRASKA**

**CITY MANAGER'S REPORT
NOVEMBER 2, 2020 CITY COUNCIL MEETING**

ITEM: 3.D.

RECOMMENDATION:

APPROVE SPECIFICATIONS FOR THE CITY AUDITORIUM FRONT STEP REPLACEMENT AND SET THE TIME AND DATE TO RECEIVE BIDS AS 2:00 P.M. NOVEMBER 24, 2020

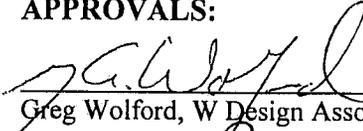
BACKGROUND

The existing front steps on the City Auditorium are broken and deteriorating; and in need of replacement. These plans and specifications are for complete removal of the steps, landings and sidewalk from the street level to the doors. Included in the project will be structural stoops at all three front doors, thickened sidewalk at the intermediate landing for snow removal and other equipment, and new decorative handrailing.

This project is being bid for Spring/Summer of 2021 construction.

FISCAL IMPACT: None.

APPROVALS:



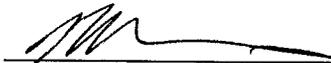
Greg WOLFORD, W Design Associates

Date: 27 Oct 20



Kyle POTTHOFF, Public Works Director

Date: 10/27/2020



Nate SCHNEIDER, City Manager

Date: 10-27-2020



CITY OF McCOOK

CITY AUDITORIUM

NEW CONCRETE STAIRS

McCOOK, NEBRASKA

KNOW WHATS BELOW, CALL BEFORE YOU DIG.

Calling 811 - What can I expect?

- Call 811 from anywhere in the country a few days prior to digging and your call will automatically be routed to your local one call center. Interested in contacting the 811 center online? <http://call811.com> Local one call center accepts online requests.
- You'll give the operator information about how to contact you, where you are planning to dig and what type of work you will be doing. Your quick conversation with the operator will last a few minutes.
- Utility companies who have potential facilities in the area of your dig site will be notified about your intent to dig.
- Each affected utility company will send a locator to mark the approximate location of your underground utility lines. This typically occurs within 2-3 working days. To access specific information about your state, visit <http://call811.com>



Remember the 811 process

- Notify your local one call center by calling 811 or making an online request 2-3 days before work begins. Be sure to check our <http://call811.com> to find out how far in advance you need to call.
- Wait the required amount of time for affected utility operators to respond to your request.
- Confirm that all affected utility operators have responded to your request and marked underground utilities.
- Respect the marks.
- Dig Carefully around the marks with care.

SHEET INDEX

- D-1 DEMOLITION PLAN
- C-1 SITE PLAN
- S-1 FOOTING / FOUNDATION PLAN
- STAIR PLANS

PROJECT DIRECTORY

OWNER:
CITY OF McCOOK
WEST 5th AND 'C' STREET
McCOOK, NE 69001
P: 308-345-2022 EXT. 231
CONTACT: KYLE POTTHOFF, (PUBLIC WORKS DIRECTOR)

ENGINEER:
W DESIGN ASSOCIATES
214 EAST 1ST
McCOOK, NE 69001
P: 308-345-2370
CONTACT: GREG A. WOLFORD
EMAIL: greg@wdesignea.com

VICINITY MAPS



NEW CONCRETE STAIRS

CITY OF McCOOK
McCOOK, NEBRASKA

W DESIGN ASSOCIATES
214 EAST 1ST
McCOOK, NE 69001
P: 308-345-2370
GREG A. WOLFORD
PROJECT MANAGER

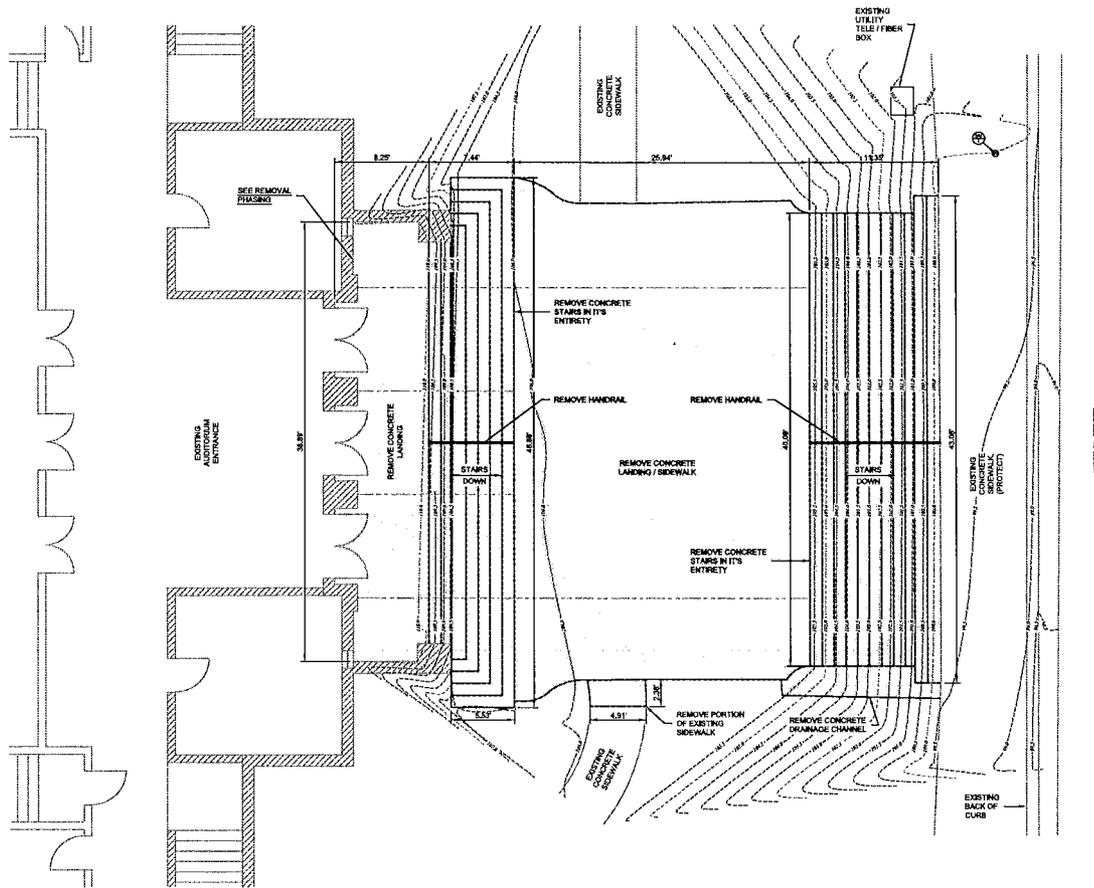


DATE:	MARCH COVER
DRAWN:	JERRY SHAW
CHECKED:	
REVISIONS:	

CVR

Printing a drawing on a computer is not a substitute for a professional seal and stamp.

DATE: OCTOBER, 2020



LEGEND

- BENCHMARK POINT NUMBER
- EXISTING CONTOUR LINE
- ITEMS TO BE REMOVED
- EXISTING BUILDING

BENCHMARK DATA

BM-1 LOCATED ON NORTHEAST SIDE OF PROPERTY, TOP CENTER OF WATER VALVE IN SIDEWALK, ELEV. = 100.00

BM-2 LOCATED SOUTH OF PROPERTY, TOP CENTER OF MANHOLE COVER AT INTERSECTION OF AUDITORIUM STREET, ELEV. = 91.58

NOTE: CONTRACTOR TO LOCATE AND PROTECT ALL UNDERGROUND UTILITIES.

REMOVAL PHASING

1. CONTRACTOR SHALL REMOVE A PORTION OF CONCRETE LANDING NEXT TO EXISTING BUILDING AND NOTIFY ENGINEER BEFORE PROCEEDING.
2. ENGINEER WILL DETERMINE SUITABLE MEANS OF CONCRETE REMOVAL NEXT TO EXISTING STRUCTURE.

REMOVAL QUANTITIES

CONCRETE REMOVAL	=	2,180 SQ. FT.
HANDRAIL	=	2 EACH

DEMOLITION PLAN
SCALE: 1" = 8'-0"



NEW CONCRETE STAIRS
CITY OF McCOOK
McCOOK, NEBRASKA

DESIGN ASSOCIATES
1001 S. 10th Street, Suite 100
McCook, NE 68801
Phone: 402.883.1111
Fax: 402.883.1112
www.designassociatesinc.com



DATE:	08-04-2011
DRAWN:	J. SHAW
CHECKED:	
REVISIONS:	

D-1

Gregory A. Miller, Inc. is the
Contractor Responsible for the
McCook Collaborative Street project.

DATE: OCTOBER, 2020

NEW CONCRETE STAIRS
 CITY OF McCOOK
 McCOOK, NEBRASKA

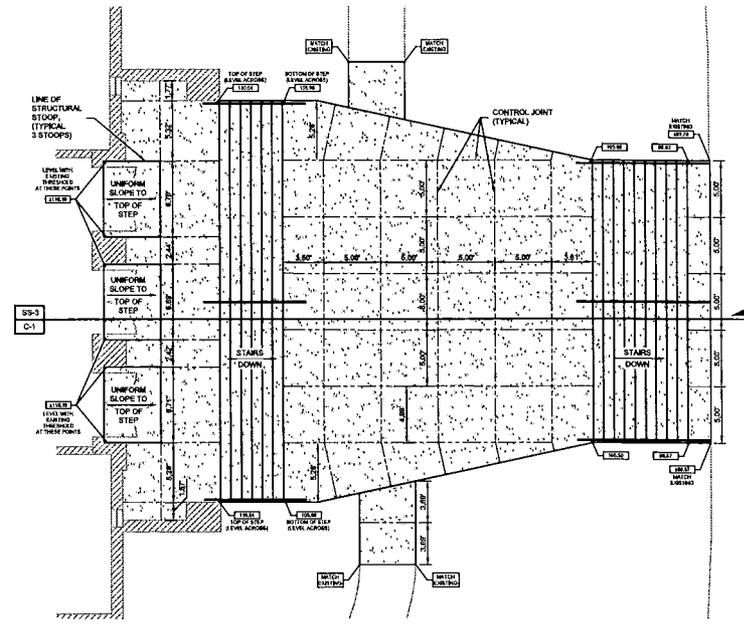
DESIGN ASSOCIATES
 1000 S. 10TH STREET, SUITE 100
 LINCOLN, NEBRASKA 68502
 (402) 441-1111
 www.designassociates.com



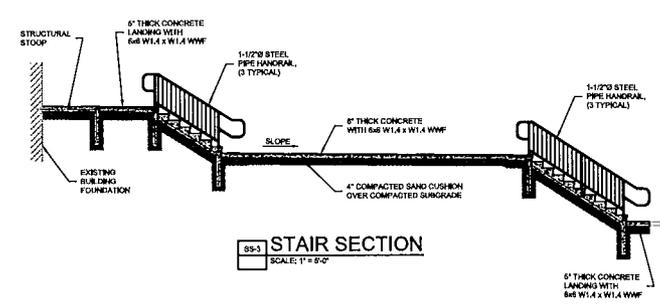
DATE:	10/1/2020
DRAWN:	J. SHAW
CHECKED:	
REVISIONS:	

C-1

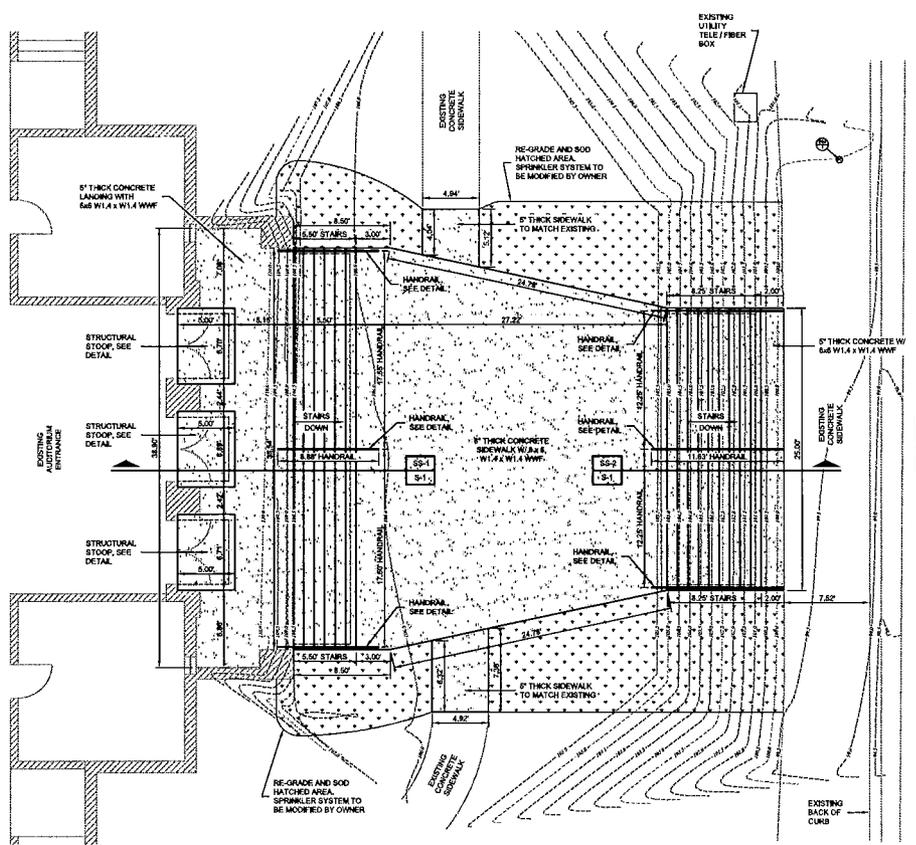
DATE: OCTOBER, 2020



CONTROL JOINT PLAN & NEW GRADES
 SCALE: 1" = 6'-0"



STAIR SECTION
 SCALE: 1" = 6'-0"



SITE PLAN
 SCALE: 1" = 5'-0"



BENCHMARK DATA

BM-1 LOCATED ON NORTHEAST SIDE OF PROPERTY, TOP CENTER OF WATER VALVE IN SIDEWALK, ELEV. = 100.00
BM-2 LOCATED SOUTH OF PROPERTY, TOP CENTER OF MANHOLE COVER AT INTERSECTION OF AUDITORIUM STREET, ELEV. = 81.68

NOTE: CONTRACTOR TO LOCATE AND PROTECT ALL UNDERGROUND UTILITIES.

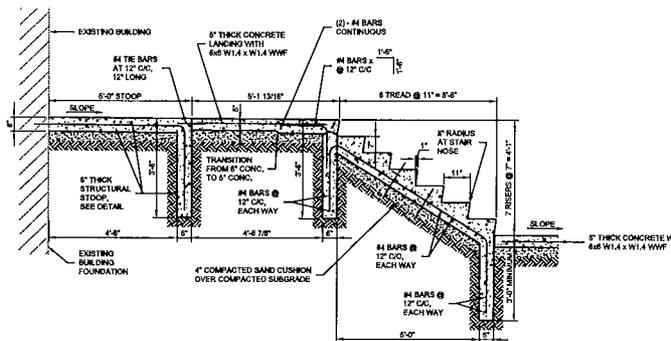
LEGEND

	BENCHMARK POINT NUMBER
	EXISTING CONTOUR LINE
	CONTROL OR CONSTRUCTION JOINT
	NEW CONCRETE
	RE-GRADE AND 800 SPRINKLER SYSTEM TO BE MODIFIED BY OWNER
	EXISTING BUILDING

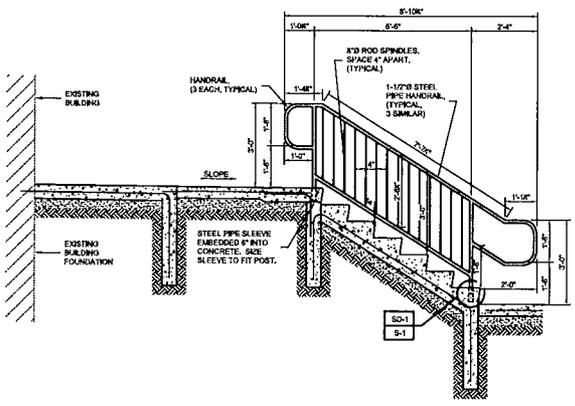
ESTIMATED QUANTITIES

RE-GRADE & 800 AREA	=	443 SQ. FT.
6" THICK CONCRETE	=	358 SQ. FT.
6" THICK CONCRETE	=	840 SQ. FT.
6" THICK STAIRS	=	401 SQ. FT.
6" THICK CONCRETE STOOPS	=	3 EACH
UPPER HANDRAIL	=	3 EACH
LOWER HANDRAIL	=	3 EACH

I, Drew A. Haddock, as the Contractor, Professional Seal No. 1000000000, hereby certify that I am a duly Licensed Professional Engineer in the State of Nebraska. I am the author of the design shown on this drawing. I have not been and will not be engaged in any other engineering or architectural work that would conflict with the performance of my duties as a Professional Engineer in the State of Nebraska.



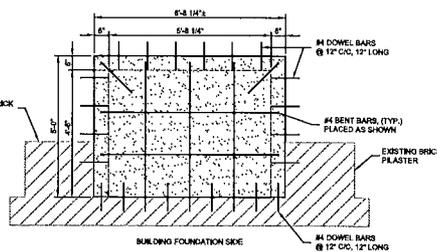
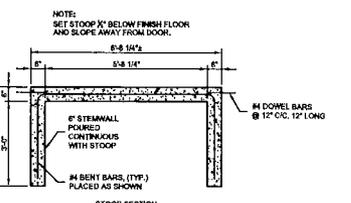
SS-1 STAIR SECTION
 SCALE: 1/2" = 1'-0"



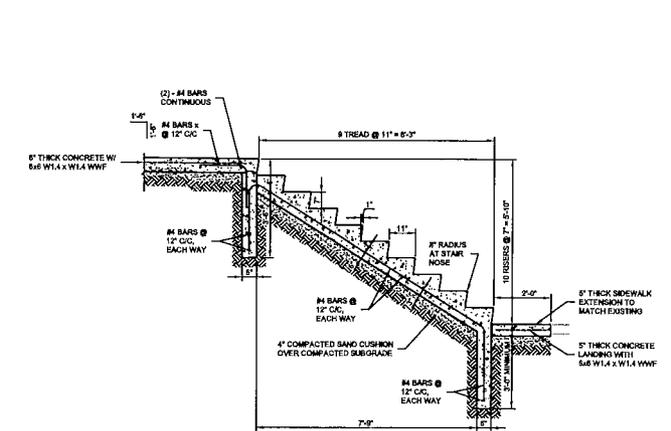
SS-1 STAIR SECTION - (HANDRAIL - 3 EACH)
 SCALE: 1/2" = 1'-0"

- CONCRETE NOTES**
1. ALL CONCRETE SHALL BE 3000 PSI PLATE RIVER GRAVEL CONCRETE WITH 8% AIR ENTRAINMENT, REINFORCED AS SHOWN.
 2. USE LIGHT BROOM FINISH ON ALL CONCRETE.
 3. ALL CONCRETE TO HAVE 4" COMPACTED SAND CUSHION.
 4. ALL SUBGRADE UNDER CONCRETE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY AT 12% FROM OPTIMUM MOISTURE.
 5. JOINT SEALER SHALL BE SL-1 URETHANE.
 6. CONTRACTOR TO LAYOUT AND CUT CONTROL JOINTS AS SHOWN.
 7. MINIMUM COVER OVER REINFORCEMENT SHALL BE 3" AGAINST EARTH AND 2" WHERE EXPOSED TO AIR.
 8. MINIMUM LAP SPLICE SHALL BE AS FOLLOWS:
 #4 BARS = 18"
 #5 BARS = 24"
 #6 BARS = 30"
 9. REBAR SHALL BE SET ON CONCRETE BLOCKS OR CHAIRS. DO NOT SET ANY REBAR IN THE GROUND.
 10. ALL CONCRETE SHALL BE CURED WITH SONNEBOND KURE-N-SEAL OR EQUAL.
 11. ALL REBAR TO BE GRADE 60.
 12. CONTRACTOR TO LOCATE AND PROTECT ALL OVERHEAD AND UNDERGROUND UTILITIES.

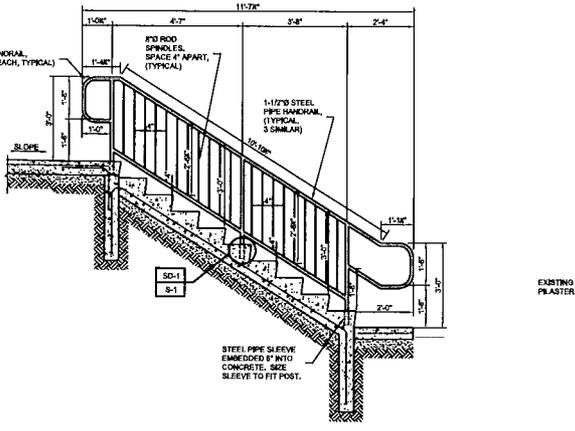
- HANDRAIL SPECIFICATIONS**
1. ALL STEEL HANDRAIL SHALL BE A306.
 2. COAT ALL EXPOSED STEEL HANDRAIL WITH RUST-O-LEUM HIGH PERFORMANCE 9100 SYSTEM DTM EPOXY. APPLY 2 COATS, COLOR BLACK.



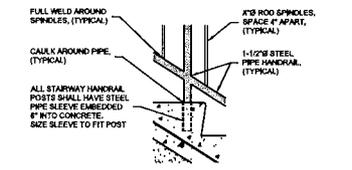
STRUCTURAL STOOP TYPICAL DETAIL
 SCALE: 1/2" = 1'-0"



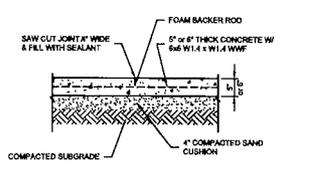
SS-2 STAIR SECTION
 SCALE: 1/2" = 1'-0"



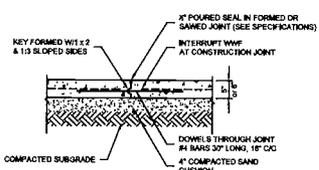
SS-2 STAIR SECTION - (HANDRAIL - 3 EACH)
 SCALE: 1/2" = 1'-0"



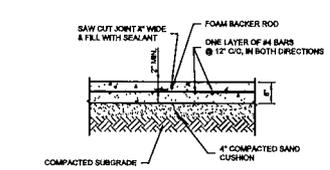
SS-1 SLEEVE DETAIL
 SCALE: 1" = 1'-0"



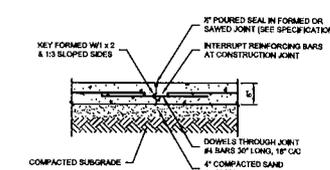
SIDEWALK CONTROL JOINT
 SCALE: 1" = 1'-0"



SIDEWALK CONSTRUCTION JOINT
 SCALE: 1" = 1'-0"



LANDING CONTROL JOINT
 SCALE: 1" = 1'-0"



CONSTRUCTION JOINT
 SCALE: 1" = 1'-0"

DESIGN ASSOCIATES
 1001 S. 10TH ST. SUITE 100
 MCCOOK, NEBRASKA 68801
 PHONE: 402-792-1111
 FAX: 402-792-1112
 WWW.DESIGNASSOCIATES.COM



DATE:	10/20/2021
DRAWING:	CONCRETE STAIRS
DESIGNED:	DESIGN ASSOCIATES
CHECKED:	DESIGN ASSOCIATES

S-1

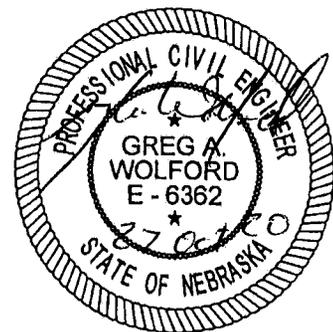
DATE: OCTOBER, 2021

**BID PROPOSAL, CONTRACT DOCUMENTS
AND SPECIFICATIONS**

for

**THE CITY OF McCOOK
CITY AUDITORIUM FRONT STEP REPLACEMENT
McCOOK, NEBRASKA**

OCTOBER, 2020



**PREPARED BY
W DESIGN ASSOCIATES
CONSULTING ENGINEERS AND ARCHITECTS
MCCOOK/HASTINGS, NEBRASKA**

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<u>GENERAL INSTRUCTIONS</u>	<u>SECTION</u>
Advertisement for Bids	00020
Instructions to Bidders	00100
Proposal Form	00310
Bid Bond	BB - 1

GENERAL CONDITIONS AND CONSTRUCTION CONTRACT

General Conditions* AIA A201, 2017 Edition	
Supplementary Conditions	00800
Notice of Award	NA - 1
Contract	00500
Performance Bond	PF - 1
Payment Bond	PB - 1
Certificate of Insurance	
Notice to Proceed	NP - 1

*These AIA Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.

DETAILED SPECIFICATIONS

SUMMARY OF WORK	01010
ALTERNATE MATERIALS OR METHODS	01100
EXISTING FACILITIES	01800
CONSTRUCTION, QUALITY ASSURANCE, QUALITY CONTROL	01900
GENERAL DEMOLITION	02060
SITE GRADING	02210
LANDSCAPE WORK - SOD/SEED	02900
CAST IN PLACE CONCRETE	03300
METAL FABRICATIONS	05500

00020 - ADVERTISEMENT FOR BIDS

The City of McCook, Nebraska will receive bids for the City Auditorium Front Step Replacement. Sealed bids prepared in accordance with the Plans and Specifications will be accepted at the Office of the Clerk, P.O. Box 1059 or City Office, McCook, Nebraska 69001 until 2:00 P.M. CST on November 24, 2020 and then will be immediately publicly opened and read aloud in the City Council Chambers, City Office, McCook, Nebraska.

All bids must be made on the Proposal Form provided with the Plans and Specifications as prepared by W DESIGN ASSOCIATES, Consulting Engineers and Architects. Bids received after the closing will be returned unopened and shall not be considered.

Contractors may obtain paper Plans and Specifications from W Design Associates, 214 East 1st Street, McCook, Nebraska 69001 upon payment of \$75.00 for each set requested. One half of the deposit shall be refunded if a bid is submitted and the Plans and Specifications are returned in good condition within ten days after the bid opening. Electronic copies of the plans and specifications may be obtained at NO COST by calling 402-463-2377.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in an amount of not less than five percent (5%) of the total bid amount, and shall be made payable to The City of McCook as security that the bidder to whom the contract may be awarded will enter into contract to construct the project and give bond in the sum of the total contract amount for the construction of the project. Checks accompanying bids not accepted shall be returned to the bidders. Performance and Payment Bonds will be required for this project.

No bid shall be withdrawn after opening the bids without the consent of the Owner for a period of 45 days.

The Owner reserves the right to accept, reject or negotiate any or all bids and to waive any irregularity in the bidding.

Date: November 2, 2020
Publish: November 5, 12, 19, 2020

Lea Ann Doak, Clerk
City of McCook

00100 - INSTRUCTIONS TO BIDDERS

A. PROJECT DESCRIPTION

The City of McCook will receive sealed bids for the City Auditorium Front Step Replacement and associated work as described in the Plans and Specifications.

B. PROPOSALS

1. Proposals will be received for the work as described in the Summary of the Work at the date, time and location stated in the Advertisement for Bids or as modified by addendum.
2. Bids received after closing time will not be considered.

C. METHOD OF BIDDING

1. A Contractor shall bid the work shown on the Proposal Form and as described in the Summary of the Work, Section 01010. A Contractor may bid either or both of the contracts.

D. EXAMINATION OF PREMISES AND CONTRACT DOCUMENTS

1. Before submitting his bid, each bidder must (a) examine the contract documents thoroughly, (b) visit the premises to familiarize himself with local conditions that may in any manner affect performance of the work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate his observations with the requirements of the contract documents.
2. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Paragraph D.

E. PREPARATION OF PROPOSAL

1. Each bidder must obtain a blank form of proposal from the office of the engineer or as attached herewith and prepare and submit his proposal thereon.
2. Each proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.
3. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as indicated in the Proposal Form.

F. BONDS

1. Bid security shall be made payable to The City of McCook in the amount of five percent (5%) of the Proposal sum. Security shall be either certified check, cashiers check or bid bond issued by surety licensed to conduct business in the State of Nebraska. The successful bidder's

security will be retained until he has signed the contract and furnished the required payment and performance bonds. The Owner reserves the right to retain the security of the next two lowest bidders until the lower bidder enters into contract or until ten days after bid opening whichever is the shorter. All other bid security will be returned as soon as practicable. If a bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

2. The Contractor who is awarded the construction contract will be required to provide Performance and Payment Bonds in the amount of 100% of the contract amount.

G. BIDDING DOCUMENTS

1. Bidding documents may be examined at the following locations.

1.1. Offices of the Engineer,

W Design Assoc.
214 East First St., P. O. Box 99
McCook, NE 69001

W Design Assoc.
2626 West 2nd St.
Hastings, NE 68901

1.2. Office of the Clerk,

City of McCook
West 5th and C St.
McCook, NE 69001

H. DEPOSIT ON BIDDING DOCUMENTS

1. Registered paper plan holders may obtain a refund of one half of the deposit by returning useable sets of Plans and Specifications to the Engineer in good condition no later than ten (10) days after Proposals have been opened.

I. RIGHT OF OWNER

1. The Owner reserves the right to reject any or all bids or to waive irregularities in the bidding.

2. No bid may be withdrawn for a period of forty-five (45) days subsequent to the opening of the bids without the consent of the Owner.

J. NEBRASKA SALES AND USE TAX

1. The Contractor shall not include Sales and Use taxes in his or her bid. This project is sales tax exempt. The City will furnish the Contractor the required forms to act as its purchasing agent where applicable.

K. AWARD OR REJECTION OF BIDS

1. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Bid, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding. Time of completion as well as price will be a consideration in the award of the bid.

L. DEFINED TERMS

1. Terms used in these Instructions to Bidders which are defined in the General Conditions of the Contract for Construction, Document A201, 2017 edition, shall have the meanings assigned to them in the General Conditions.

2. All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the bidding documents. Questions received less than seven calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3. Substitution of materials or quality from that which is specified herein shall not be allowed unless approved by the Engineer prior to bid date. Proposals shall be based on the materials and/or quality as specified herein.

4. Requests for substitutions shall be accompanied by complete manufacturer's catalog information with the specific item clearly indicated. Proposals NOT DONE in this manner will be rejected.

M. COMPLETION DATES & LIQUIDATED DAMAGES

1. The contractor has two options for completion of this project. The work may be scheduled immediately to be completed this fall, or the contractor may wait and complete the work in the spring. However, if the contractor chooses to begin work this fall, it is expected that the Contractor will finish this fall as well. Under no circumstances will the contractor be allowed to keep this project open and unfinished through the winter. Contractors not completing their work by the completion date proposed on the bid form shall agree to pay as liquidated damages of the amount shown on the bid form.

L. SPECIAL INSTRUCTIONS TO BIDDERS

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national

origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

c. The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §48-1101 through 48-1126 (Reissue 1998). The Contractor shall include this requirement in all subcontracts entered into pursuant to this agreement.

PROPOSAL FORM

_____, 2020

Mayor and Council Members
McCook, NE

The undersigned, having inspected the site for the proposed construction and being familiar with all conditions of the work, including Drawings and Specifications thereof entitled "The City of McCook City Auditorium Front Step Replacement", McCook, Nebraska dated October 2020, and including Addenda or Instructions issued during the estimate period, all as prepared by W DESIGN ASSOCIATES, hereby offers to furnish all plant, labor, equipment, materials and operations required for the complete and prompt execution of all work described in, or shown in, or reasonably implied by the above mentioned documents for such sums as detailed hereinafter:

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
			\$	\$
1. Mobilization	1	Lump Sum	_____	_____
2. Demolition	1	Lump Sum	_____	_____
3. Structural Stoops	3	Each	_____	_____
4. Sidewalk – 6"	840	Sq. Ft.	_____	_____
5. Sidewalk – 5"	358	Sq. Ft.	_____	_____
6. Stairs – 6"	401	Sq. Ft.	_____	_____
7. Upper Stair Handrail	3	Each	_____	_____
8. Lower Stair Handrail	3	Each	_____	_____
9. Sod	643	Sq. Ft.	_____	_____

TOTAL BASE BID _____ (\$ _____)

Receipt of Addenda is hereby acknowledged:

No. ____ Date ____ No. ____ Date ____ No. ____ Date ____

I (we) acknowledge that the Owner reserves the right to reject any or all bids, to waive any informalities or technical defects or negotiate with any of the Contractors who have submitted Proposals if the Owner deems it to be for his best interests.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract Documents and Bonds to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

The Contractor agrees to begin by _____, 20__ and complete the work no later than _____, 20__.

This Proposal shall remain in effect for a period of forty-five (45) days after the closing time for the receipt of bids.

By _____

Address _____

Seal (If Corporation)

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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

SECTION 00800 - SUPPLEMENTARY CONDITIONS

INTRODUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for construction", AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. After Subparagraph 3.10.1. add:

3.10.1. In planning his construction schedule within the agreed Contract time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved.

Only those weather delays attributable to other than normal weather conditions will be considered by the Architect/Engineer.

2. Reference is made to subparagraph 3.11.1. of the 'General Conditions'.

1.1. As the work proceeds, the contractor shall keep a careful record of mechanical, electrical, underground and other concealed work whose final in-place locations vary from those shown on the contract drawings, whether because of Change Orders or actual job conditions.

1.2. All such variations shall be shown on the field documents which shall be delivered to the Architect/Engineer before final payment is made.

3. In addition to the clean-up during construction required by Sub-paragraph 3.15.1. of the 'General Conditions', the Contractor shall, after the work has been completed, complete the following cleanup:

1.1. Comply with all special cleaning instructions contained in the Specifications.

1.2. Leave the entire construction and site clean and ready for occupancy.

4. At the end of subparagraph 4.6.1., add:

4.6.1. After appointment of the arbitrator or arbitrators, the parties to the arbitration shall have the right to take depositions and to obtain discovery regarding the subject matter of the arbitration and, to that end, to use and exercise all of the same rights, remedies, and procedures, and be subject to all of the same duties, liabilities, and obligations in the arbitration with respect to the subject matter thereof, as if the matter of the arbitration were pending in a civil action before a Superior Court of the State.

5. Add the following under this Paragraph 8.3.:

8.3.4. When the Contract time has been extended, as provided under this Paragraph 8.3., such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs or other such reasons.

6. At the end of Subparagraph 9.3.1. add:

The form of Application for Payment shall be AIA Document G702, "Application and Certificate for Payment", supported by continuation sheet or sheets approved by the Architect/Engineer.

The Contractor shall submit his "Application for Payment" on or before the first day of each month. The "Application for Payment" shall be based on the value of materials properly stored at the site and/or work in place on that day and in accordance with the approved "Schedule of Values".

A retainage of ten percent (10%) of the first fifty percent (50%) of each Contractor's contract amount, shall be withheld until the final completion of the contract and final acceptance by the Owner, unless adjusted as shown below.

At the end of subparagraph 9.4.1. add:

The Certificates of Payment shall be issued at the rate of ninety percent (90%), up to the first fifty percent (50%) of the contract amount, and shall then increase to one hundred percent (100%) for the remainder of the contract amount, and shall be based on the value of material properly stored at the site and work in place if in full compliance with the contract during the preceding calendar month. However, if the Architect/Engineer does not feel that the progress made is such to indicate the compliance with all work done under that contract, the Certificate of Payment shall revert back to ninety percent (90%) of the completed value of work in place until such progress is satisfactory to the Architect.

Add the following clause 9.6.1.1. to 9.6.1.:

9.6.1.1. The Owner shall make progress payments on account of the Contract to the Contractor for the period ending the last day of the month not later than forty-five days following the end of the period covered by the Application for Payment.

7. The insurance referred to in Subparagraph 11.1.1. of the 'General Conditions' shall be of the following types and in amounts not less than the following:

A. Worker's Compensation:

- | | |
|--------------------------|----------------|
| (a) State: | Statutory |
| (b) Applicable Federal: | Statutory |
| (c) Employer's Liability | \$1,000,000.00 |

B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00/\$2,000,000 Annual Aggregate
- (b) Property Damage:
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Annual Aggregate
- (c) Products and Completed Operations to be maintained for one year after final payment.
- (d) Property Damage Liability Insurance will provide X, C or U coverage, as applicable.

C. Contractual Liability:

- (a) Bodily Injury:
 - \$1,000,000.00/\$1,000,000 Each Occurrence
- (b) Property Damage:
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Annual Aggregate

D. Personal Injury, with Employment Exclusion deleted:

- \$1,000,000.00 Annual Aggregate

E. Comprehensive Automobile Liability:

- (a) Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00/\$1,000,000 Each Occurrence
- (b) Property Damage:
 - \$1,000,000.00 Each Occurrence

F. Umbrella Liability Coverage

- (a) \$2,000,000.00

This umbrella coverage shall be over and above the stated coverages and amounts.

G. Additional insurance required. Contractor shall carry in addition to that specifically named by the 'General Conditions', as follows:

- (a) Completed Operations and Products Liability. Maintained for one (1) year, commencing with issuance of Final Certificate for Payment.

H. Property Insurance. Builder's Risk Insurance will be provided by the Owner, as required in AIA Document A201.

- I. Furnish one copy of certificates herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by Article 11.1.1. of the 'General Conditions'. The form of the Certificate shall be the American Institute of Architects Document G705 or equivalent.

8. Revise Subparagraph 13.4.1. as follows:

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect/Engineer timely notice of its readiness so the Architect/Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals.

FORM OF AGREEMENT

9. The form of agreement to be used for this project is included in these specifications.

WATER AND ELECTRICITY

10. The Contractor shall furnish such amounts of water and electricity as may be needed for the prosecution of his work and that of all other contractors and subcontractors. The contractor will be responsible for arranging for delivery of all of the service whether they be temporary services or the permanent service called for in the plan.

SANITARY CONVENIENCES

11. Sanitary conveniences for use of all persons employed on the work shall be provided by the contractor.

TEMPORARY HEAT

12. In order to maintain normal progress of the work, the contractor shall erect temporary enclosures and provide temporary heat as required for wall, floor, roof or other construction.

1.1. Required temperatures of the enclosures shall be as specified in the various technical sections of the specifications.

OWNER-FURNISHED ITEMS

13. Certain items as shown and/or scheduled on the Drawings will be either existing or furnished by the Owner and shall be installed by the contractor. If not existing, the Owner will deliver these items to the site, unload same and stack materials where directed by the contractor and approved by the Architect/Engineer. The contractor will be

responsible for unwrapping, uncrating, counting, verifying sizes and lengths and providing all labor, equipment and services necessary for the erection of all materials detailed or specified herein.

- A. The Owner will provide the contractor with adequate shop drawings to cover the complete installation of all owner-furnished items, except when items are existing, relocated or reused.
- B. This contractor shall be required to perform all field cuttings, fitting and adjustments as might be required to complete the work. He shall carefully coordinate his work with the Owner to preclude omission or double supply. The contractor shall submit a delivery date request to the Architect/Engineer for all Owner-supplied materials to insure the availability of these materials as they become needed.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLE SUBMITTALS

- 14. The contractor shall furnish the following: One (1) electronic copy of product data, and two (2) samples of materials, unless otherwise directed or specified.
 - A. The contractor shall reproduce as many copies of the shop drawings as required for distribution for proper execution of the work.
 - B. Shop drawings are not required and will not be reviewed on stock manufactured items.
 - C. All shop drawings will be submitted to the Architect/Engineer within thirty (30) days of the Notice to Proceed.

DRAWINGS

- 15. The Drawings are made a part of this Manual.

SCHEDULING OF WORK

- 16. Insofar as is practicable, the contractor shall confine his operations to those parts of the site in which the construction work is located.

NOTICE OF AWARD

Dated _____, 2020

TO: _____

ADDRESS: _____

**CONTRACT FOR: City Auditorium Front Step Replacement
McCook, Nebraska**

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the base bid.

The Contract Price of your contract is _____ Dollars (\$ _____).

Three copies of each of the proposed Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 2020.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph F.2) and General Conditions (paragraph 5.1).
3. (List other conditions precedent).

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

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF McCOOK

ACCEPTANCE OF AWARD

(CONTRACTOR)

BY _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

**SAMPLE CONTRACT
CITY OF MCCOOK, NEBRASKA
CITY AUDITORIUM FRONT STEP REPLACEMENT PROJECT**

This Agreement is made this _____ day of _____, 2020, by and between the City of McCook, PO Box 1059, 505 West "C" Street, McCook, Nebraska, 69001 (hereinafter referred to as "City") and _____ of _____, Nebraska, (hereinafter referred to as "Contractor").

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

Article 1. WORK.

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as the City Auditorium Front Stair Replacement Project.

Article 2. ENGINEER - CITY REPRESENTATIVE

This project has been designed by W Design Associates, Consulting Engineers and Architects, who is hereinafter called "Engineer" and who is to act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The work involved will be completed and ready for final payment on or before _____ and within the time allowance described on the proposal form.

3.2 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the work is not completed within time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Final Completion until the work is finally complete.

Article 4. CONTRACT PRICE

The City shall pay the Contractor for completion of the work in accordance with the Contract Documents at the unit prices set forth herein:

ITEM DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
			\$	\$
1. Mobilization	1	Lump Sum	_____	_____
2. Demolition	1	Lump Sum	_____	_____
3. Structural Stoops	3	Each	_____	_____
4. Sidewalk – 6”	840	Sq. Ft.	_____	_____
5. Sidewalk – 5”	358	Sq. Ft.	_____	_____
6. Stairs – 6”	401	Sq. Ft.	_____	_____
7. Upper Stair Handrail	3	Each	_____	_____
8. Lower Stair Handrail	3	Each	_____	_____
9. Sod	643	Sq. Ft.	_____	_____
TOTAL BASE BID _____			(\$ _____)	

Article 5. PAYMENT PROCEDURES

Contractor shall be paid in full within thirty (30) days of final acceptance of the work by the Engineer or City Representative.

Article 6. CONTRACTOR REPRESENTATIONS

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

6.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including “technical data.”

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance of furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor is aware of the general nature of the work to be performed by the City and others at the site that relates to the work as indicated in the Contract Documents.

6.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.6 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishings of the work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and contractor concerning the work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement (Certificate of Insurance, inclusive).
- 7.3 Performance, Payment and other Bonds.
- 7.4 Notice of Award.
- 7.5 General Conditions AIA A201, 2017 Edition (*These AIA Documents shall be considered a part of these written Contract Documents as if attached hereto and herein written.*)

There are no contract documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 8. Miscellaneous

8.1 Terms and conditions in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

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

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

8.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any law or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 The Contractor shall comply with Fair Labor Standards as required by Neb. Rev. Stat. Sections 73-101 through 73-104 in the pursuit of his business and in the execution of this Agreement.

This Agreement will be effective on _____, 2020, (which is the Effective Date of the Agreement).

THE CITY OF MCCOOK, NEBRASKA

Mike Gonzales, Mayor

By: _____

(SEAL)

(CORPORATE SEAL)

ATTEST

ATTEST

Lea Ann Doak, City Clerk

Address for giving notices
PO Box 1059
McCook NE 69001

Address for giving notices

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the

responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The Agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

1. The Contractor and the surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
NAME AND ADDRESS OF INSURED	COMPANY LETTER A
	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that policies of Insurance listed below have been issued to the Insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES OPERATION <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTURAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKER'S COMP AND EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(Each Accident)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE

NOTICE TO PROCEED

Dated _____, 2020

TO: _____

ADDRESS: _____

**CONTRACT FOR: City Auditorium Front Step Replacement
McCook, Nebraska**

You are notified that the Contract Time under the above contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 2021 _____, 2021 respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you must each deliver to the OWNER (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must
(add other requirements)

CITY OF McCOOK

ACCEPTANCE OF NOTICE

(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

SECTION 01010 - SUMMARY OF THE WORK

GENERAL

This project involves removing the existing front steps, stoops and sidewalk to the City Auditorium on West 5th and C Streets in McCook and replacing with new concrete.

TRAFFIC CONTROL

The Contractors will be responsible for pedestrian traffic control during construction. The City Auditorium will be open during construction, utilizing other exits.

PROJECT TIMING

The Contractor shall bid a completion date for this project on the proposal form. The City will accept a completion date for the spring or summer of 2021. The City puts the following stipulation on the bid completion date:

1. All work must be complete by September 30, 2021.

The City reserves the right to consider both time of completion and price in award of the bid.

SECTION 01100 - ALTERNATE MATERIALS OR METHODS

1. ALTERNATE MATERIALS

A. Standard Manufacturer

Wherever the terms "Standard", "Recognized" or "Reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids.

B. "Or Equal" Clause

Whenever, in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers of comparable quality, design and efficiency.

A bidder wishing to substitute a material or product in lieu of an item specified shall submit all appropriate information as called out in the Instructions to Bidders. No changes shall be accepted after submission of proposals unless they result in an improvement to the project and are accepted in writing by the Architect/Engineer or result in an acceptable credit to the owner without prejudice to the project and then only if accepted in writing by the Architect/Engineer.

SECTION 01800 - EXISTING FACILITIES

1. GENERAL

Attention is called to the existence of buried water lines, gas lines, sewer lines and telephone lines within the project limits. The Contractor assumes full responsibility for the location and protection of all utilities, buried or overhead, during the construction operations.

**SECTION 01900
CONSTRUCTION, QUALITY ASSURANCE, QUALITY CONTROL**

1. GENERAL

This section covers the inspection, testing and surveying of the work which will be completed as a part of the contract.

2. TESTING

A. Soil Moisture/Density Testing

No field density testing is anticipated for this project. If the demolition of the existing stair disturbs the subgrade too much, the Engineer may conduct density tests at no cost to the contractor.

B. Corrective Action – Soil Testing

Corrective Action in the case of failed tests shall be either as described above or as described in Section 02210.

C. Concrete Testing

The Contractor shall be required to obtain test cylinders for each day's major concrete pour. The engineer will make the cylinders with ACI certified technicians, and the Contractor shall transport the cylinders to a certified lab for testing, and pay for that testing. See Section 03300 of the Specifications.

3. SURVEYING

The Contractor shall provide grade and control staking as necessary, for this project. No surveying or construction staking will be provided by the Engineer.

4. MEASUREMENT OF QUANTITIES

All quantities shall be paid based on plan quantities. All other items which are required for the construction of a complete project shall be included in items for which payment is made.

5. OWNER'S REPRESENTATIVE

The Engineer shall act as the Owner's Representative in all phases of construction and testing on this project.

SECTION 02060 - GENERAL DEMOLITION

PART 1 GENERAL

1.1. DESCRIPTION

- A. Work included: The demolition work described is to demolish the structural elements and remove all debris and building materials from each area designated. Demolition contractor is to control all demolition and removal according to regulatory requirements.
- B. Environmental hazards include potential exposure to asbestos. The demolition contractor is to perform all activities according to regulatory requirements in such a manner as to control worker exposures below permissible exposure limits and to prevent the release of hazardous materials into adjacent areas or into the environment (soil, air, water and sewer).
- C. The contractor shall assume full responsibility and liability for compliance with applicable federal, state and local regulations pertaining to work practices, waste handling, protection of workers, visitors to the site and persons occupying areas adjacent to the site.
- D. The contractor is responsible for payment of all required fees associated with the project.
 - 1. Demolition Permit Fees.
 - 2. Disposal Fees.
- E. Related work: Documents affecting work of this Section include, but are not necessarily limited to: General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

1.2. QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 PRODUCTS

(No products are required in this Section)

PART 3 EXECUTION

3.1. SITE CONDITIONS

- A. All equipment used by contractor on site to perform work shall remain within the limits of work area as indicated on the plans. If it is found that any operations might disturb traffic flow or create a hazard, work must stop while a plan is created to eliminate hazards or redirect traffic.

- B. Contractor will provide and maintain barricades and/or temporary fencing that will:
 1. Allow only authorized access to the work and staging areas.
 2. Ensure that unauthorized people do not enter the work area.
 3. Protect people near the work area from potential dangers.
 4. Ensure silt, debris, and contaminants are contained within the work area.
- C. The contractor shall notify local emergency services in writing of the type and scope of work being performed and request that these departments make an inspection prior to beginning the work.
- D. Space is available on the site for parking equipment, dumpsters, and staging materials for removal. If another area is required, the contractor will contact the OWNER.
- E. The demolition contractor is responsible for keeping this area secure.
- F. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2. DEMOLITION

- A. General:
 1. Prior to start of demolition; carefully study the Drawings and these Specifications.
 2. In company with the OWNER's representative, visit the site and verify the extent of demolition to be performed under this Contract.
- B. Using only the means and equipment approved for this purpose by the agencies having jurisdiction, demolish and completely remove from the job site the existing facilities designated to be removed.
 1. Completely remove footings, foundations, and aboveground and underground construction of all kinds unless otherwise indicated.
 2. Remove rocks larger than 2" diameter, roots, and debris.
- C. Gas, water, and electrical services shall be shut off or disconnected from any structures. Demolition contractor is responsible for the removal and capping of all lines for sewer, water, and gas services. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction. As a minimum perform the following.
 1. Electrical: Wires to be disconnected and removed from utility poles. Underground electrical lines and conduit shall be removed.
 2. Sewer, Water: Lines shall be sealed one foot within the property line.
 3. Gas: Obtain a letter of disconnect from utility.
- D. Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site unless otherwise specified.

- E. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- F. Dumpsters are to be protected from rain. Fine debris will not be allowed to wash or blow away from site.

3.3 SALVAGE AND RECYCLED MATERIALS

Contractor is encouraged to recycle as much material as is practical. All recyclable or salvageable materials shall be the property of the contractor unless specified elsewhere.

3.4 DISPOSAL OF DEBRIS

- A. All rubbish and debris found on the property, resulting from demolition activities, or deposited on the site by others during the duration of the work shall be removed and disposed of at an approved landfill by the Contractor. Landfill fees shall be the responsibility of the Contractor.
- B. All materials are to be transported in a safe manner in compliance with all applicable rules and regulations. Tarps will be used to cover debris during transportation.
- C. Under no circumstances will burial of rubbish, trash, wood, cement, concrete or any other materials be allowed on the demolition site or property.
- D. No burning of trash or debris is allowed on the OWNER's property.

3.5 ASBESTOS CONTAINING MATERIALS

All visible materials containing asbestos shall be removed by a certified asbestos abatement contractor. In the event that some asbestos materials are hidden within the building walls and ceilings the contractor shall stop work and notify the asbestos abatement contractor.

3.6 METHOD OF PAYMENT

Contractor is responsible for performing an estimate of materials to be removed from job site in order to provide a fixed cost for performing the demolition work described in this project. The demolition item is itemized on the bid form. All demolition shall fall under this item or shall be subsidiary to other items for which payment is made.

SECTION 02210 - SITE GRADING

PART I - GENERAL

- A. This section covers excavating, fill, disposal of surplus earth and debris and finished grading. (Also included are wrecking, demolition and removal of on-grade or below-grade obstructions.)

1.2. WORKMANSHIP

- A. Perform all work in accordance with the requirements of the Drawings and Specifications and in a manner which will insure reasonable accuracy in preserving lines and levels shown.

1.3. PROTECTION

- A. Individual trees: Protect trees and other vegetation to be left standing from damage incident to construction operations by the erection of barriers or by such other means as the circumstances require.
- B. Newly graded areas: Take every precaution and temporary measures necessary, such as temporary seeding, to prevent damage from erosion of freshly graded areas. Repair any settlement or washing that may occur prior to acceptance of the work and re-establish the grades to the required elevations and slopes at no additional cost to the Owner. This shall apply to damage to the newly grades areas within the construction limits and damage to adjacent properties by eroded materials.

1.4. GRADING

- A. Stripping: Strip entire area within the grading limits a minimum of 6 inches to remove all soil containing junk material. Dispose of this material as waste and completely remove from the site. Notify the Engineer upon completion of this stripping for an inspection to determine if any additional stripping shall be done.
- B. Excavation: Perform excavation of every description and of whatever substances encountered within the grading limits of the project to the lines and grades indicated on the drawings. All suitable excavated material shall be transported to and placed in the fill areas within the limits of the work as specified and as shown on the drawings. All excavated materials which are considered unsuitable by the Engineer shall be known as waste and shall be removed from the project site, disposed of by the contractor. Perform excavation and filling in a manner and sequence that will provide drainage at all times.

- C. Borrow material: Material required for fills in excess of that produced by normal grading operations shall be excavated from borrow areas. All borrow material is subject to approval by the Engineer and the material shall be selected to meet the requirements and conditions of the particular fill for which it is to be used.
- D. Preparation of ground surface for fill: Sloped ground surfaces steeper than 4 to 1 upon which fill is to be placed shall be plowed, stepped or broken up in such a manner that fill material will bond with the existing surfaces. Prepared surfaces shall be wetted and compacted when required.
- E. Fills: Construct fills at the locations and to the lines and grades indicated on the drawings. Make sure that the completed fill corresponds to the shape of the typical sections shown on the drawings or meets the requirements of the particular case. Use all suitable material removed from the excavation in forming the necessary fill. All fill material shall be reasonably free from roots or other organic material, trash, frozen material and from all stones having a maximum dimension greater than 6 inches. Place the material in successive horizontal layers not exceeding 8 inches in loose depth. Use a blade grader to keep fill material spread uniformly. Remove any soft or unsuitable material and replace it with approved material. Bring all low sections, holes or depressions to required grades with approved material and shape the entire area to line, grade, and cross section and thoroughly compact as specified. Stones larger than 4 inches, maximum dimension, shall not be permitted in the upper 6 inches of fills. The contractor is responsible for adjustment of the moisture content of the fill material if necessary so that the specified compaction can be obtained. The rough grade for the entire site or portion thereof shall be reviewed by the Engineer before placement of any topsoil.
1. Subgrade preparation: Subgrades for all drives, parking areas, sidewalks and other structures shall be shaped, dressed, moistened and compacted as required. Test subgrade for crown, elevation and density in advance of placing pavement.
 2. Spreading of topsoil: Upon completion of rough grading spread the stockpiled topsoil for a uniform depth of 6 inches, after settlement, over all areas graded under this contract not receiving other surfacing. Before spreading the topsoil, scarify the graded areas for a depth of 3 inches and repair all settlements and washes.
- F. Finished grading: Accomplish uniformly smooth grading of all areas covered by the project, including excavated and filled sections and adjacent transition areas so that the finished surface is reasonably smooth, compacted and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operation except as otherwise specified. The finished surface shall not be more than 0.15 feet above or below the established grade or approved cross section. Finish all swales so as to drain readily.

- G. Compaction: Compact each layer of fill by rolling with approved rollers to at least the following percentages of maximum density at a moisture content no less than 3 (three) percent above to 3 (three) percent below optimum moisture as determined by ASTM D698-91.

Material	Minimum percent of Maximum Density
Fill	95
Subgrade (top 12 inches beneath pavements)	95
Subgrade (top 6 inches beneath walks)	95

- H. Testing. The Contractor shall make the following tests on fill areas and embankments as deemed necessary.
1. Maximum density determination. One or more tests shall be made on samples to determine maximum density at optimum moisture. Samples shall be taken where directed by the Engineer.
 2. Compaction tests. Compaction or in-place density tests shall be as noted in Section 01900.

SECTION 02900 – LANDSCAPE WORK – SOD / SEED

1. GENERAL

A. SCOPE:

This section includes provisions for establishing lawns, including sodded and seeded lawns and initial fertilizer application. Work shall be done in accordance with the NDOT Standard Specification for Highway Construction (latest version) and these specifications.

B. DELIVERY, STORAGE AND HANDLING

Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.

C. SOIL AMENDMENTS

Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:

For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4 percent phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50 percent of nitrogen to be organic form.

D. GRASS MATERIALS

Sod: Provide strongly rooted sod, not less than 2 years old, free of weeds and undesirable native grasses, and machine cut to pad thickness of $\frac{3}{4}$ inch (plus or minus $\frac{1}{4}$ inch), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant).

Provide sod of uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.

Provide sod composed of one of the following as specified elsewhere: –
Kentucky Bluegrass (*Poa pratensis*).
Fescue – K31 or approved equal.

Seed: All seed shall comply with applicable State and Federal seed laws. Seed used shall be Kentucky Bluegrass applied at a rate of 100 lbs. pure live seed per acre or K31 Fescue applied at a rate of 400 lbs. pure live seed per acre. The pounds of bulk seed required will be greater than the pounds of pure live seed shown above. The Contractor shall furnish the Engineer a certified analysis of each type and lot of seed he proposes to use.

2. EXECUTION

A. SODDING NEW LAWNS

Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.

Prepare all edges for smooth transition to adjacent surfaces.

Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.

For athletic fields remove the scrim used for holding the sod during handling and transport.

Water sod thoroughly with a fine spray immediately after planting.

B. SEEDING

All adjacent construction shall be completed prior to seeding and mulching. Prepare all edges for smooth transition to adjacent surfaces.

Seeding shall not be performed without permission from the Engineer, during windy weather or when the ground is frozen, wet and otherwise untillable. The Contractor may elect to seed in the fall when conditions are more suitable. The specifications found in "A Seeding Handbook For County Federal Aid Secondary Roads" shall apply.

Existing weed stubble and small weeds shall be cut and incorporated into the soil prior to the seed application. 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 are to be preserved.

Seed may be applied by the use of mechanical power drawn drills, broadcast type seeders or hydraulic seeders. No mulching is required.

3. GUARANTEE

It shall be the Contractor's responsibility to establish conditions for an adequate stand of grass on the areas to be seeded. The contractor shall notify the owner via photocopied notice and instructions for care, once the operations are complete.

4. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Areas to be sod or seeded and payment shall be based as shown on the drawings and in the bid form. Other areas disturbed by the contractor shall be seeded at no cost to the Owner.

SECTION 03300 - CAST IN PLACE CONCRETE

1. GENERAL

Furnish all labor and materials to complete all items of plain and reinforced concrete work indicated on the drawings and/or specified herein. Contractor shall provide all items, articles, materials, operations or methods, listed, mentioned, or scheduled on the drawings and/or these specifications including all labor, materials, equipment, and incidentals necessary and required for their completion. Coordinate work of all trades regarding installation of embedded items.

2. SHOP DRAWINGS

Submit four (4) copies each of bar schedules, bending diagrams, and placing drawings to the engineer for approval prior to fabricating any reinforcing steel.

3. CONCRETE TESTS

All 6" x 12" cylinders shall be taken at point of placing in forms, cured, and tested in accordance with ASTM standards by a recognized testing laboratory. The laboratory shall be approved by the engineer and tests paid for by the contractor and the contractor shall cooperate at all times and shall provide any labor and materials necessary to make concrete tests. The engineer shall order all tests. For each strength of concrete used take one set of two (2) cylinders for each day's pour but not less than one (1) set of cylinders for each 100 cubic yards poured. Test one (1) cylinder at seven (7) days and one (1) cylinder at twenty-eight days. In addition, when, in the opinion of the engineer, there is a possibility of the surrounding air temperature falling below 40 Degrees F., additional specimens to be cured under job conditions may be required.

If the average strength of the laboratory control cylinders for any portion of the structure falls below the compressive strengths called for in the specifications, the engineer shall have the right to order a change in the mix proportions or the water content for the remainder of the job. If the average strength of the job cured cylinders falls below the required strength, the engineer shall have the right to require conditions of temperature and moisture necessary to secure the required strength.

If either control cylinders or job-cured cylinders indicate that any portion of the structure contains concrete of less than the specified strength, the engineer shall have the right to order additional curing and/or core tests in accordance with "Standard Methods of Securing, Preparing and Testing Specimens of Hardened Concrete for compressive and Flexural Strength," ASTM Designation C42-62. He shall also have the right to order load tests in accordance with provisions of the local building code. Any portions of the structure found to be inadequate may be ordered strengthened or replaced and the costs of the remedial work and of the tests shall be borne by the contractor. Mail copies of all test reports to the owner, engineer, contractor and the local building department.

4. RECORD OF WORK

Keep record of time, date and location of each concrete pour and submit these records monthly to the engineer.

5. CEMENT

Portland Cement Type I conforming to "Standard Specifications for Portland Cement" ASTM Designation C150-62. Use same brand, well aged, throughout the project. Furnish mill test sheets on all cement used on the project. The amount used shall be six (6) sacks per cubic yard for Class "A" Concrete and six (6) sacks per cubic yard for class "B" Concrete.

6. CLASSES OF CONCRETE

All concrete shall be either Class "A" sand-gravel or Class "B" combined aggregate concrete as shown in the Plans and Specifications.

A. Class "A" Sand-Gravel Concrete

Sand-gravel for concrete shall be Platte River aggregate consisting of a mixture of sand and gravel composed of clean, hard, durable, unweathered, uncoated pebbles free from injurious amounts of soft or flaky particles, shale, alkali, organic matter or other deleterious material.

The gradation of sand-gravel for class "A" concrete shall meet the requirements that are prescribed in the following table:

Gradation, Total %	Target	Tolerance
Passing on 1" sieve	100	0
Passing on No. 4 sieve	66	±22
Passing on No. 10 sieve	37	±13
Passing on No. 30 sieve	12	±8
Passing No. 200 sieve, removed by washing	1.5	±1.5
Clay lumps, % by weight		0.5

The gradation shown for sand-gravel aggregate represents the extreme limits which shall determine suitability for use from all sources of supply. The gradation from any one source shall be reasonably uniform and not subject to the extreme percentages of gradation as specified above.

For the purpose of determining the degree of uniformity, a fineness modulus determination shall be made upon representative samples submitted by the contractor. Sand-gravel from different sources of supply shall not be mixed or stored in the same pile or used alternately in the same class of construction or mix without permission from the engineer.

Organic Impurities: Sand-gravel subjected to the colorimetric test for organic impurities shall not show a color darker than the standard color specified in A.A.S.H.O. Designation T 21-42.

Soundness: Sand-gravel shall not have a loss greater than 15 percent of the weight average loss at 5 cycles when tested in magnesium sulfate. The soundness shall be determined by the Standard Method Of Test, A.A.S.H.O. Designation T 104-57.

The total weight of aggregate used shall be 2880 lbs. per cubic yard of concrete.

B. Class "B" Combined Aggregate Concrete - State of Nebraska "47B".

Class "B" Concrete shall consist of a mixture of fine and coarse aggregates. The fine aggregate shall consist of Platte River gravel composed of clean, hard, durable, unweathered, uncoated pebbles free from injurious amounts of soft or flaky particles, shale, alkali, organic matter or other deleterious material.

The gradation of fine aggregate for Class "B" concrete shall meet the requirements that are prescribed in the following table:

Gradation %	Target	Tolerance
Passing on 1" Sieve	100	0
Passing on No. 4 Sieve	87	±10
Passing on No. 10 Sieve	60	±10
Passing on No. 30 Sieve	28	±12
Passing No. 200 Sieve, removed by washing	1.5	±1.5
Clay lumps, % by weight		0.5

The coarse aggregate for Class "B" concrete shall consist of crushed limestone and shall meet the gradation requirements shown in the following tables:

Gradation %	Target	Tolerance
Passing on 1-1/2" Sieve	100	0
Passing on 1" Sieve	100	-8
Passing on 3/4" Sieve	78	±12
Passing on 3/8" Sieve	30	±15
Passing on No. 4 Sieve	6	±6
Passing on No. 20 Sieve	2	±2
Passing No. 200 Sieve	1.5	±1.5

The gradation for fine and coarse aggregates represents the extreme limits which shall determine suitability for use from all sources of supply. The gradation from any one source shall be reasonably uniform and not subject to the extreme percentages of gradation as specified above. For the purpose of determining the degree of uniformity, a fineness modulus determination shall be made upon representative samples submitted by the contractor. Aggregates from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission from the engineer.

The total weight of the combined aggregate shall be 3,000 pounds per cubic yard of which 70 percent shall be fine aggregate and 30 percent shall be coarse aggregate.

7. WATER

Potable water, clean and free from deleterious amounts of oil, acids, alkalis, and organic matter, not to exceed six (6) gallons per sack of cement.

8. REINFORCING STEEL

Reinforcing steel shall be high strength deformed bars conforming to the requirements of ASTM A615 or ASTM A617 Grade 60.

9. WELDED WIRE FABRIC

Welded wire fabric shall be of gauge and mesh size shown on the drawings and shall conform to the requirements of ASTM A185.

10. ADMIXTURES

"Protex" air-entraining agent as manufactured by Protex Industries, Inc. Other admixtures for retarding or accelerating concrete may be used in strict accord with manufacturer's recommendation, upon approval of the engineer and provided strength tests have been performed on mixes containing the admixtures in the proportions to be used.

11. MEASUREMENTS

Measurements of solid materials to be by weight only, in pounds, with all ingredients weighed separately. Water to be by weight in pounds, or volume in U.S. gallons in such a manner as can be closely controlled for each batch of concrete. Total water content shall include moisture in the aggregates.

12. STORAGE OF MATERIALS

Cement and aggregates shall be stored in such a manner as to prevent deterioration or intrusion of foreign matter. Any material which has deteriorated or which has been damaged shall not be used for concrete.

13. CONCRETE MIX PROPORTIONS

Concrete to be proportioned according to laboratory designed mixes and producing minimum twenty-eight (28) day ultimate compressive strength of 3,500 psi for Class "A" concrete and 4,000 psi for Class "B" concrete.

A designated laboratory shall design the mixes and test the materials to be used for concrete. Laboratory mixes shall be of the same consistency and contain the same proportions of materials as the actual job mixes. Test specimens shall be made in accordance with "Standard Method of Making and Curing Concrete compression and Flexure Test Specimens in the Laboratory", ASTM Designation C192 and tested in accordance with "Standard Methods of Test for

Compressive Strength of Molded Concrete Cylinders, Tentative", ASTM Designation C39. Contractor shall submit materials to the designated laboratory in ample time for testing. Copy of design to be submitted to the engineer and no substitutions shall be made without additional tests to show the quality of concrete is in accordance with these specifications. Cost of the design mix shall be borne by the general contractor. The maximum water-cement ratio allowable shall be 0.53.

14. CONCRETE CONSISTENCY

Slump shall be minimum consistent with placing requirements. Slump tests shall be made in accordance with "Slump Test for consistency of Portland Cement Concrete", ASTM Designation C143. The maximum slump and maximum size aggregate shall conform to the following limits:

<u>Structural Component</u>	<u>Slump</u>	<u>Maximum Size Aggregates</u>
Footings	3"	3/4"
Walls	4"	3/4"
Slabs	4"	3/4"
Beams	3"	3/4"

15. AIR-ENTRAINMENT

Air-entraining agent shall be added to all concrete so as to entrain 6.0 percent plus or minus 1 percent entrained air by volume. Use air-entraining agents in strict accordance with recommendations of the manufacturer and testing laboratory for the design mix so as to assure strength requirements being fully met or exceeded.

16. MIXING

The concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged. For job-mixed concrete, the mixer shall be rotated at speed recommended by the manufacturer. Ready-mixed concrete shall be mixed and delivered in accordance with "Specifications for Ready-Mixed Concrete", ASTM Designation C94.

Sufficient time shall be allowed for proper mixing of the concrete to provide uniformity throughout the batch. Long delays in mixing or long waiting periods before the concrete is placed, shall be avoided. Overwet mixes shall be rejected and shall not be corrected by the addition of either aggregate or cement to the mixer. Mix no less than ten minutes in transit mix trucks after addition of the mixing water. If an extra charge of water is required at the job site because of too low a slump, the drum shall be turned a minimum of thirty (30) revolutions after addition of such water.

17. CONCRETE FORMS

Forms shall be of wood or metal conforming to shapes, lines, grades, and dimensions of concrete as shown on the drawings, suitable and adequate for intended use, and sufficiently tight to

prevent leakage of mortar. Forms shall be properly braced and tied so as to maintain position during and after pouring of concrete and designed for removal without injury to the concrete. Undressed lumber, free from excessive knots is permitted for form-work for unexposed concrete. For exposed concrete work use plywood forms or form liners in large sheets with smooth, even edges, installed with close joints. Form tightening, arranged so that no metal is within 3/4" of surface after removal of forms. Set forms for all required anchors bolt inserts, slots, sleeves, supports, etc., furnished under other portions of this specification and installed under this section. All exposed edges shall be chamfered.

All forms shall be constructed so that all joints and edges conform to true lines and grades. If, in the opinion of the engineer, the forms do not satisfactorily comply with these requirements, he may require the contractor to take remedial action to produce the desired product.

Coat forms with approved sealers or non-staining oils prior to setting reinforcing.

18. REMOVAL OF FORMS

Forms shall be removed only when permitted by the engineer and then in such a manner as to insure the complete safety of the structure. Under normal conditions the following table shall be used as the minimum time in which forms may be removed, but its use shall not relieve the contractor of responsibility for safety of the structure.

<u>Temperature</u>	<u>Above 60 D.</u>	<u>50 to 60 D.</u>	<u>40 to 50 D.</u>
Walls	3 days	5 days	10 days
Side Forms of Beams	4 days	6 days	10 days
Bottom Forms of Slabs	10 days	14 days	18 days
Bottom Forms of Beams	14 days	18 days	21 days

Forms may be removed earlier if adequate shores or approved reshores are left in place. When temperatures below 40 Degrees F. occur, the shores shall remain in place for an additional time equal to the time the structure has been exposed to the lower temperature.

19. CONSTRUCTION JOINT

Construction joints are to be avoided in exposed concrete. Where necessary, joints and finish are to match adjacent concrete. Make construction joints in slabs and beams near the middle of the span in a manner to assure straight level joint. Provide additional web reinforcing as directed by the Engineer at points of heavy shear.

The contractor shall saw cut control joints in all exposed concrete slabs at minimum intervals of 15'. The joints shall be 2" deep on 8" thick slabs and 1-1/2" deep on 6" thick slabs.

Additional control joints shall be cut as shown on the plans or as directed by the engineer around floor penetrations or irregular sections.

20. PLACING REINFORCING STEEL

Reinforcing steel, at the time concrete is placed, shall be free from loose rust, scale, or other coatings that will destroy or reduce bond. Reinforcing shall be accurately placed as shown on the drawings and shall be adequately secured in position by metal chairs and spacers. Splicing of bars shall be made as close as practicable to points of minimum stress. Splice lengths shall be indicated on the drawings or in accord with ACI Code requirements.

Place Wire Mesh. Extend fabric to within two inches (2") of the edges of the slab and lap splices at least one and one-half (1-1/2) courses of the fabric and a minimum of six inches (6"). Tielaps and splices securely at ends and at least every 24 inches with 16-gauge black soft-annealed steel wire. Pull the fabric into position as the concrete is placed by means of hooks and work concrete under the steel to insure that it is placed at the proper distance above the bottom of the slab.

21. CONCRETE PROTECTION FOR REINFORCEMENT

Where not otherwise indicated on the Plans, the minimum thickness of concrete over the reinforcement shall be as follows:

- A. Where concrete is deposited against ground without forms - 3".
- B. Where concrete is exposed to the weather, or exposed to the ground but placed in forms - 2" for bars larger than #5, 1-1/2" for #5 bars or smaller.
- C. Slabs and walls not exposed to the ground or weather - 3/4".
- D. Beams not exposed to ground or weather - 1-1/2".

22. PLACING CONCRETE

- A. Before placing concrete, all equipment for mixing and transporting concrete shall be cleaned, all debris and ice shall be removed from places to be occupied by concrete, forms shall be thoroughly oiled and all reinforcement cleaned of ice or other coatings. Water shall be removed from place of deposit before concrete is placed.
- B. Concrete shall be conveyed from the mixer to the place of final deposit by methods which will prevent the separation or loss of the materials. Equipment for chuting, pumping or pneumatically conveying concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery and without separation of the materials.
- C. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The concreting shall be carried on at such a rate that the concrete is at all times plastic and flows readily into the space between the bars. No concrete that has partially hardened or been contaminated by foreign matter shall be deposited on the work nor shall retempered concrete be used.

When concreting is once started, it shall be carried on as a continuous operation until the placing of the panel or section is completed. The top surface shall be generally level. Place concrete in approximately horizontal layers, avoiding displacement of reinforcement above fresh concrete and formation of seams and planes of weakness in sections.

- D. Place concrete in layers not over 30" deep; compact each layer by mechanical internal vibrating equipment supplemented by handspading, rodding, tamping, as directed. Do not use vibrators to transport concrete inside forms. Use of form vibrators is not permitted.

Limit vibration to time necessary to produce satisfactory consolidation without causing objectionable segregation. Do not insert vibrator into lower courses that have begun to set.

- E. Adequate equipment shall be provided for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials or materials containing ice shall be used.

All concrete materials and all reinforcement, forms, fillers and earth with which the concrete is to come in contact shall be free from frost.

Whenever the temperature of the surrounding air is below 40 Degrees F. all concrete placed in the forms shall have a temperature of between 50 Degrees F. and 70 Degrees F., and adequate means shall be provided for maintaining a temperature of not less than 70 Degrees F. for three (3) days or 50 Degrees F. for five (5) days. The housing covering or other protection used in connection with curing shall remain in place and intact for at least 24 hours after the artificial heating is discontinued. No dependence shall be placed on salt or other chemical for the prevention of freezing.

- F. Before concrete is placed, contractor must obtain Engineer's approval of forms, position and securing of reinforcement.
- G. Immediately after placing or finishing, protect concrete surfaces not covered by forms from loss of surface moisture. Keep all concrete in a moist condition for at least five (5) days after placement. Curing compounds may be used upon approval of the Engineer.

23. CONCRETE PATCHING

Immediately after stripping form work, patch minor defective, honeycombed areas; fill holes before concrete is thoroughly dry. Chip areas away to a minimum one inch (1") depth in solid concrete with edges regular, perpendicular to surface. Thoroughly wet the areas to be patched including areas at least six inches (6") wide entirely surrounding it just prior to placing patching mortar.

Fill tie holes left by withdrawal of rods or holes left by removal of ends of ties solidly with mortar. For holes passing entirely through walls, use plunger type grease gun or other device to force mortar through wall starting at back face. Hold cloth over hole on outside; when hole is filled completely, strike off excess mortar with cloth flush with surface. Fill holes not passing entirely through walls with tool that will permit filling holes solidly with mortar. Strike off with cloth, any excess mortar at wall surface.

24. SURFACE FINISH

Exposed concrete surfaces: Obtain smooth finish on exposed surfaces with plywood forms or form linings; use larger sheets with smooth, even edges; install with close joints. Smooth all joint marks, remove blemishes; leave finished surfaces smooth, unmarred. Conform to tolerances; no fins or offsets in surfaces exceeding 1/16"; variations in level, not to exceed 1/8" in 10'-0".

Floor finish shall be as specified on the "S" Sheets - comply with ACI 301.

25. TOLERANCES FOR CONCRETE CONSTRUCTION

- A. General.-- The intent of this paragraph is to establish tolerances that are consistent with modern construction practice, yet are governed by the effect that permissible deviations will have upon the structural action or operational function of the structure. Deviations from the established lines, grades, and dimensions will be permitted to the extent set forth herein: Provided, that the Engineer reserves the right to diminish the tolerances set forth herein if such tolerances impair the structural action or operational function of a structure or portion thereof.

Where specific tolerances are not stated in these specifications or shown on the drawings for a structure, portion of a structure, or other feature of the work, permissible deviations will be interpreted conformably to the tolerances stated in this paragraph for similar work. Specific maximum or minimum tolerances shown on the drawings in connection with any dimension shall be considered as supplemental to the tolerances specified in this paragraph, and shall govern. The contractor shall be responsible for setting and maintaining concrete forms within the tolerance limits necessary to insure that the completed work will be within the tolerances specified. Concrete work that exceeds the tolerance limits specified in these specifications or shown on the drawings shall be remedied or removed and replaced at the expense of and by the Contractor.

B. TOLERANCES

(1) Floors, walls and walks:

- | | |
|------------------------------------------|---------------|
| (a) Departure from established alignment |1 inch |
| (b) Departure from established grade |1/4 inch |

(c) Variation from plumb or specified batter for lines and surfaces of columns, piers, walls, and for arrises.

Exposed, in any length of 10 feet	.... 1/4 inch
Backfilled, in any length of 10 feet	.....1 inch

(d) Variation from level or from grades indicated on the drawings for slabs, beams, horizontal grooves, and railing offsets

Exposed, in any length of 10 feet	.....1/4 inch
Backfilled, in any length of 10 feet	.....1 inch

(2) Variation in cross-sectional dimensions of slabs, walls, beams and similar parts of the structures in (1) above

Minus	.....1/4 inch
Plus	.....1/2 inch

(3) Footings:

(a) Variation of dimensions in plan	Minus	.....1/2 inch
	Plus	..... 2 inches

(b) Misplacement or eccentricity		
2 percent of the footing width in the direction of misplacement but not more than		.....2 inches

(c) Reduction in thickness of specified thickness5 percent
---------------------------------------------------	----------------

(4) Variation in sizes and locations of slab and wall openings1/2 inch
----------------------------------------------------------------	---------------

(5) Variation from plumb of pipe erected vertically.	
In any length of 10 feet	.....1/2 inch

C. TOLERANCES FOR PLACING REINFORCING STEEL.

(1) Reinforcing steel, all structures:

(a) Variation of protective covering		
With cover of 2-1/2 inches or less	1/4 inch

(b) Variation from indicated spacing1 inch
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26. PROTECTION

The contractor shall protect all concrete against injury until final acceptance by the Engineer.

Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. The contractor shall provide such protection while the concrete is still plastic and whenever such precipitation, either periodic or sustaining, is imminent or occurring, as determined by the Engineer.

Immediately following the first frost in the fall, the contractor shall be prepared to protect all concrete against freezing. After the first frost, and until the mean daily temperature in the vicinity of the worksite falls below 40 Degrees F. for more than one day, the concrete shall be protected against freezing temperatures for not less than 48 hours after it is placed. After the mean daily temperature in the vicinity of the worksite falls below 40 Degrees F. for more than one day, the concrete shall be maintained at a temperature not lower than 50 Degrees F. for at least 72 hours after it is placed.

Concrete cured with curing compound will require no additional protection from freezing if the protection at 50 Degrees F. for 72 hours is obtained by means of approved insulation in contact with the forms or concrete surfaces; otherwise, the concrete shall be protected against freezing temperatures for 72 hours immediately following 72 hours protection at 50 Degrees F. Concrete cured by water curing shall be protected against freezing temperatures for three days immediately following the 72 hours of protection at 50 Degrees F.

Discontinuance of protection against freezing temperatures shall be such that the drop in temperature of any portion of the concrete will be gradual and will not exceed 40 Degrees F. in 24 hours. After March 15, when the mean daily temperature rises above 40 Degrees F. for more than three successive days, the specified 72-hour protection at a temperature not lower than 50 Degrees F. may be discontinued for as long as the mean daily temperature remains above 40 Degrees F.; provided that the concrete shall be protected against freezing temperatures for not less than 48 hours after placement.

Where artificial heat is employed, special care shall be taken to prevent the concrete from drying. Use of unvented heaters will be permitted only when unformed surfaces of concrete adjacent to the heaters are protected for the first 24 hours from an excessive carbon dioxide atmosphere by application of curing compound.

27. CURING

- A. General: Concrete shall be cured as hereinafter specified. The contractor shall furnish all materials for curing concrete.

Concrete shall be cured either by water curing in accordance with Subparagraph b. or by application of a cure and seal compound in accordance with Subparagraph c., except as otherwise hereinafter provided.

Construction joints shall be cured by either water in accordance with Subparagraph b. or by application of a curing compound in accordance with Subparagraph c.; provided, that if curing compound is used, the compound shall be sandblasted prior to placement of concrete on the joints.

- B. Water curing: Concrete cured with water shall be kept wet for at least 14 days from the time the concrete is placed, except that such curing shall be discontinued shortly before covering with fresh concrete when the 14-day period has not been completed, allowing only sufficient time to prepare the surfaces of the previously placed concrete and bring them to a surface-dry condition, as specified; provided, that water curing of concrete may be reduced to six days during periods when the mean daily temperature in the vicinity of the worksite is less than 40 Degrees F.; provided further, that during the prescribed period of water curing, when temperatures are such that concrete surfaces may freeze, water curing shall be temporarily discontinued. The concrete surfaces shall be kept wet by covering them with water-saturated material; by using a system of perforated pipes, mechanical sprinklers, or porous hose; or by any other approved method which will keep all surfaces to be cured continuously (not periodically) wet. Water used for curing shall meet the requirements of these specifications for water used for mixing concrete.
- C. Curing compound: Curing by this method shall be by application of a compound on concrete surfaces to form a water-retaining film on the surfaces. The curing compound shall be Kure-N-Seal by Sonneborne or equal.

The curing compound shall be mixed thoroughly and applied to the concrete surfaces by spraying on one coat to provide a continuous, uniform film over all areas, allowing the area to dry and applying a second coat. The coverage rate shall be in accordance with the manufacturer's instructions. Forms on surfaces to be cured by application of curing compound shall be removed as soon as the concrete has hardened sufficiently to prevent damage by careful form removal.

Mortar encrustations and fins on surfaces designated to receive rubbed finishes shall be removed prior to application of curing compound. The repair of all other surface imperfections shall not be made until after application of the curing compound. When curing compound is used on formed concrete surfaces, application of the curing compound shall commence immediately after the finished surface has attained a dull appearance, free from bleeding or "shine". When curing compound is to be used on formed concrete surfaces, the surfaces shall be moistened with a light spray of water immediately after the forms are removed and shall be kept wet until the surfaces will not absorb more moisture. As soon as the surface film of moisture disappears but while the surface still has a damp appearance, the curing compound shall be applied. Special care shall be taken to insure ample coverage with the compound at edges, corners, and rough spots of formed surfaces. After application of the curing compound has been completed and the coating is dry to touch, any required repair of concrete defects or gross surface imperfections shall be performed without delay. Each repair, after being finished, shall be moistened and coated with curing compound in accordance with the foregoing requirements.

Equipment for applying curing compound and the method of application shall be in accordance with manufacturer's recommendations.

- D. Cost: The cost of furnishing and applying all materials for curing concrete shall be included in the price bid in the schedule for the concrete to which the particular curing methods apply and are used.

28. FIBER REINFORCED CONCRETE

- A. Fiber reinforced concrete shall be supplied at all locations specified on the plans.
- B. All fiber reinforced concrete shall be Class "A" Concrete and shall be reinforced with synthetic fibers as manufactured by Fibermesh Co. of Chattanooga, TN at a rate of 1.5 lbs. per cubic yard.

SECTION 05500 - METAL FABRICATIONS

PART 1 - GENERAL

1.1. DESCRIPTION

- A. Work included: provide miscellaneous metal work shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2. QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Perform shop and/or field welding required in connection with the work of this Section in strict accordance with pertinent recommendations of the American Welding Society.

1.3. SUBMITTALS

- A. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

PART 2 - PRODUCTS

2.1. MATERIALS

- A. In fabricating items which will be exposed to view, limit materials to those which are free from surface blemishes, pitting, rolled trade names, and roughness.
- B. Comply with following standards, as pertinent.
 - 1. Steel plates, shapes, and bars: ASTM A36.
 - 2. Steel tubing: cold-formed, ASTM A500; or hot rolled, ASTM A501.

3. Structural steel sheet: hot rolled, ASTM A570; or cold rolled ASTM A611, Class 1; of grade required for design loading.
4. Steel pipe: ASTM A53, Type and grade (if applicable) as selected by fabricator and as required for design loading; black finish unless galvanizing is indicated; standard weight (Schedule 40), unless otherwise indicated.
5. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.
6. Concrete inserts:
 - a. Threaded or wedge type galvanized ferrous castings of either of malleable iron, ASTM A47; or cast steel, ASTM A27.
 - b. Provide required bolts, shims, and washers, hot-dip galvanized in accordance with ASTM A153.
7. Loose lintels. Furnish all required loose lintels which are supported on masonry and carrying masonry over openings under this section for installation under Section 0420, 'Unit Masonry'. Provide a minimum 8-inches of bearing at each end of all steel lintels. All lintels shall be painted as specified.

2.2. FASTENERS

A. General:

1. For exterior use and where built into exterior walls, provide zinc-coated fasteners.
2. Provide fasteners of type, grade, and class required for the particular use.

B. Comply with following standards as pertinent.

1. Bolts and nuts: Provide hexagon-head regular type complying with ASTM A307, grade A;
2. Lag bolts: Provide square-head type complying with Fed Spec FF-B-561;
3. Machine screws: Provide cadmium plated steel type complying with Fed Spec FF-S-111;
4. Washers:
 - a. Plain washers: Comply with Fed Spec FF-W-92, round, carbon steel;
 - b. Lock washers: Comply with Fed Spec FF-W-84, helical spring type carbon steel;
5. Toggle bolts: Provide type, class, and style needed but complying with Fed Spec FF-B-588;
6. Anchorage devices: Provide expansion shield complying with Fed Spec FF-S-325.

2.3. OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

2.4. SHOP PAINT

- A. None - see Paragraph 3.4., B.

2.5. FABRICATION

- A. Except as otherwise shown on the Drawings or the approved Shop Drawings, use materials of size, thickness, and type required to produce reasonable strength and durability in the work of this Section.
- B. Fabricate with accurate angles and surfaces which are true to the required lines and levels, grinding exposed welds smooth and flush, forming exposed connections with hairline joints, and using concealed fasteners wherever possible.
- C. Prior to shop painting or priming, properly clean metal surfaces as required for the applied finish and for the proposed use of the item.
- D. On surfaces inaccessible after assembly or erection, apply two coats of the specified primer. Change color of second coat to distinguish it from the first.

PART 3 - EXECUTION

3.1. SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2. COORDINATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3. INSTALLATION

A. General:

1. Set work accurately into position, plumb, level, true, and free from rack.
2. Anchor firmly into position.
3. Where field welding is required, comply with AWS recommended procedures of manual-shielded metal-arc welding for appearance and quality of weld and for methods to be used in correcting welding work.
4. Grind exposed welds smooth, and touchup shop prime coats.
5. Do not cut, weld, or abrade surfaces which have been hot-dip galvanized after fabrication and which are intended for bolted or screwed field connections.

- B. Immediately after erection, clean the field welds, bolted connections, and abraded areas of

shop priming. Paint the exposed areas with same material used for shop priming.

3.4. FIELD COATING/PAINTING

- A. See plans for coating specifications.
- B. All items to be coated shall be prepared per the coating manufacturer's specification.

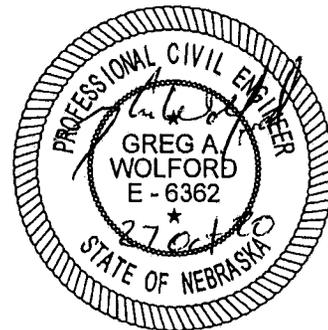
END OF

**BID PROPOSAL, CONTRACT DOCUMENTS
AND SPECIFICATIONS**

for

**THE CITY OF McCOOK
CITY AUDITORIUM FRONT STEP REPLACEMENT
McCOOK, NEBRASKA**

OCTOBER, 2020



**PREPARED BY
W DESIGN ASSOCIATES
CONSULTING ENGINEERS AND ARCHITECTS
MCCOOK/HASTINGS, NEBRASKA**

**CITY MANAGER'S REPORT
NOVEMBER 2, 2020 CITY COUNCIL MEETING**

ITEM: 3.E.

Consider and authorize the use of Community Betterment Funds to cover the rental fees for the McCook Christian Church to use the McCook City Auditorium on November 10, 2020 to provide childcare during the City Council Strategic Planning meeting.

BACKGROUND:

Councilmember Muehlenkamp is making the request to utilize Community Betterment Funds to offset the rental cost of the auditorium to be used for childcare purposes so families may be able to attend the public meeting at the Senior Center.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

October 28, 2020



Nathan A. Schneider, City Manager

October 28, 2020

Lea Ann Doak

From: Jared Muehlenkamp <jared@acmeprint.co> on behalf of Jared Muehlenkamp
Sent: Wednesday, October 28, 2020 11:32 AM
To: Lea Ann Doak
Subject: Auditorium Rental Nov. 10th

Hi Lea Ann,

I have been communicating with Kyle Delevoet about providing childcare the evening of Nov. 10th. Since the date moved the to Tuesday the 10th, there is a conflict with the availability for the McCook Christian Church building. Kyle Delevoet and McCook Christian can provide child care but would need to utilize the auditorium since there building isn't available that evening.

I wanted to request that we utilize community betterment funds to offset the rental cost of the auditorium to be used for childcare purposes so families may be able to attend the public meeting at the senior center.

Let me know if you have any question.

Thank you

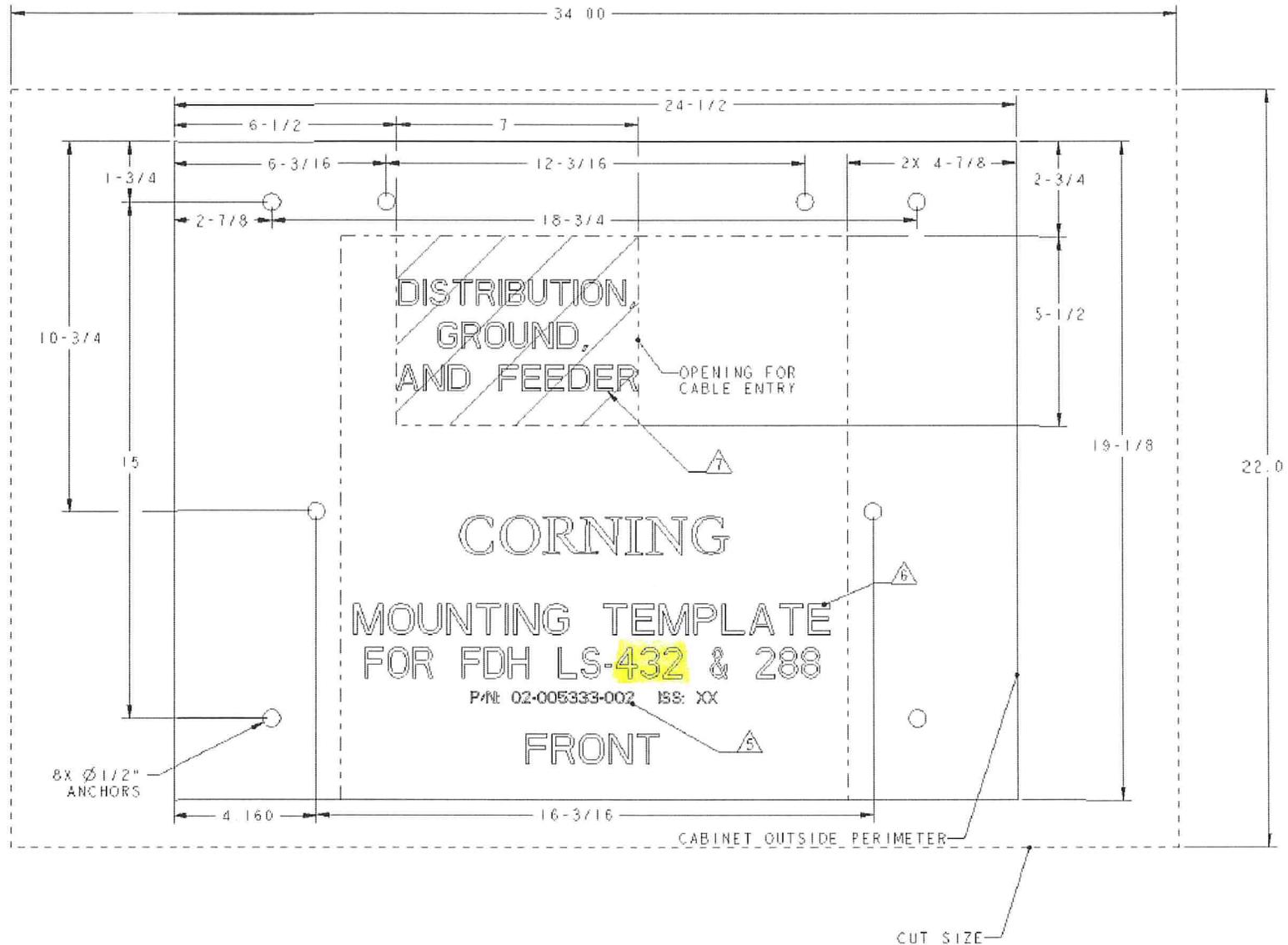
-Jared

--

Jared Muehlenkamp
210 Norris Avenue
McCook, NE 69001

Cell 308.340.4251
Office. 308.345.3655
www.acmeprint.co

Note: All dimensions are in inches unless otherwise specified



Township 3
Range 29W
Sec. 29

Right-of-Way Easement

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Errol E Overton and Marcia D Overton (~~unmarried~~) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto PINPOINT COMMUNICATIONS, INC., a corporation (hereafter called the Company), whose post office address is PO Box 490, Cambridge, NE 69022-0490, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Red Willow, State of Nebraska, and more particularly described as follows:

A 5' x 5' area of ground in the back alley of 811 East 4th Street, McCook, NE, 0 3 29 Second Addition to McCook Blk 20, N 33'4 Lot 10 & all Lots 11 & 12, Section 29, Township 3, Range 29W. A cement slab, 3' x 4' telecom cabinet & vault will be placed with a bore north to the city pole.

And to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telecommunications line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telecommunications purposes.

The undersigned agrees that all pedestals, wires, cables, warning signs and other facilities, including all telecommunications equipment, installed on the above described premises at the Company's expense, shall remain the property of the Company, removable at the option of the Company.

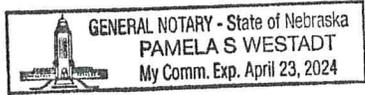
The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 28th day of October, 2020. Signed, Sealed and Delivered in the presence of:

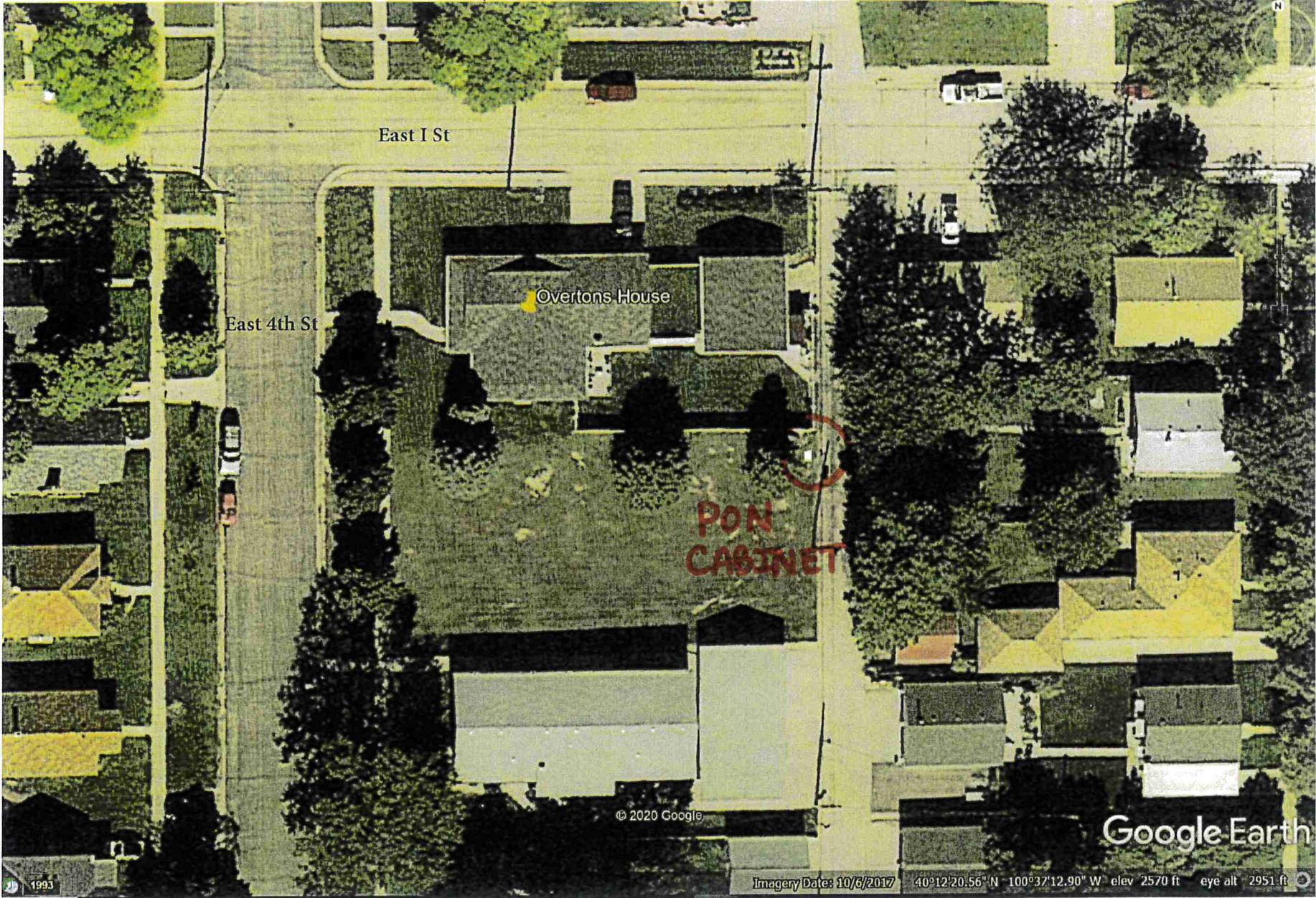
E E Overton
Marcia D Overton

STATE OF NEBRASKA }
COUNTY OF Red Willow

On this 25th day of October, 2020, before me personally appeared Errol E Overton & Marcia D Overton, known to me executed the same.



Pamela S Westadt
Notary Public, County of Turner
State of Nebraska
My Commission Expires 4/23/24



CITY MANAGER'S REPORT
NOVEMBER 2, 2020 CITY COUNCIL MEETING

ITEM: 3.G.

RECOMMENDATION:

Adopt Resolution amending award of bid to STRYKER for three (3) New Ambulance Power Load Systems and Cots.

BACKGROUND

On October 5, 2020 the City Council voted to award the bid and approve the purchase of three (3) New Ambulance Power Load Systems and Cots to STRYKER who submitted the lowest responsible bid of \$140,740.82.

Subsequent to the October 5th meeting when staff attempted to present payment to STRYKER, they were informed that the payment would have to be issued in two parts: a payment of \$4,000.00 to a third party vendor for installation, and the remainder to STRYKER. Thus, the bid amount would remain the same, but the City would need to issue it in two separate payments to two separate parties.

STRYKER did not make it clear in their bid that two separate payments would need to be issued. However, according to Page 5 of the City's bid specifications, it indicates that installation may be done by a third party vendor.

FISCAL IMPACT: None.

RECOMMENDATION:

Adopt Resolution amending award of bid to STRYKER for three (3) New Ambulance Power Load Systems and Cots.

APPROVALS:



Nathan A. Schneider, City Attorney

November 2, 2020

 11/2/2020

RESOLUTION NO. 2020-29

A Resolution of the City of McCook, Nebraska, amending the October 5, 2020 award of bid to STRYKER for three (3) New Ambulance Power Load Systems and Cots (stretchers).

Recitals

WHEREAS, on October 5, 2020 the McCook City Council unanimously voted to award the bid and approved the purchase of three (3) New Ambulance Power Load Systems and Cots (Stretchers) to STRYKER who submitted the lowest responsible bid of \$140,740.82.

WHEREAS, when City staff attempted to pay STRYKER the City's share of the bid amount, City staff was informed that two checks needed to be made: 1 to STRYKER for the New Ambulance Power Load Systems and Cots and 1 to a third party vendor for the installation.

WHEREAS, according to the City of McCook Ambulance Department Bid Specifications Page 5 the City required all qualified bids to include installation by the vendor or a third party.

WHEREAS, the City still wishes to move forward with the purchase of the New Ambulance Power Load Systems and Cots from STRYKER.

NOW, THEREFORE, BE IT RESOLVED by the McCook City Council that McCook the October 5, 2020 award of bid to STRYKER is hereby amended to allow city staff to award the bid in two payments: One payment shall be made to the third party vendor Instatech in the amount of four thousand dollars (\$4,000.00) for installation. The second payment shall be made to STRYKER for the remaining bid amount.

RESOLVED this 2nd of November, 2020.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
NOVEMBER 2, 2020 CITY COUNCIL MEETING**

ITEM: 4.A. Receive and file a presentation from Nathaniel Mustion and Lisa Shifflet regarding LB 424, legislation amending the Nebraska Municipal Land Bank Act allowing all Nebraska communities to acquire, clean, maintain, and dispose of nuisance property.

BACKGROUND:

During this past legislative session, LB 424 was adopted into law. LB 424 amends the Nebraska Municipal Land Bank Act, providing a method for all Nebraska communities to enact local land banks. Under the law, Nebraska communities are permitted to create regional land banks. The regional land bank would have the authority to acquire, clean, maintain, and dispose of nuisance properties. In order to achieve this objective, LB 424 provides an avenue by which regional land banks can clear title, extinguish taxes, and assemble parcels. A land bank has the ability to recapture 50% of property taxes for five years.

Pursuant to LB 424, every municipality in the state can join a land bank. A requirement of this legislation is that all regional land banks must be comprised of more than one municipality. This is achieved through interlocal cooperation. LB 424 sets out the mechanical requirements for regional land banks. We have asked Nathaniel Mustion, McCook City Attorney, and Lisa Shifflet, who serves as city attorney for numerous local communities, to provide a presentation to our city council regarding LB 424.



Lea Ann Doak, City Clerk

October 27, 2020



Nathan A. Schneider, City Manager

October 27, 2020