MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, January 20, 2025
5:30 PM - City Council Chambers

Roll Call.
Excuse Absences.
Open Meetings Act Announcement.
Invocation - McCook Ministerial Association - Walter Ray, McCook Baptist Church.
Pledge of Allegiance.
Call to Order.
Items.

1. Announcements & Recognitions.
2. Presentation.
   A. Accept the Financial Statements and Supplemental Information for Fiscal Year ending September 30, 2024 prepared by AMGL CPAs and Advisors.
3. Consent Agenda.
   **The Consent Agenda is approved on one motion. Any item listed on the Consent Agenda may, by the request of any single Council member or public in attendance, be considered as a separate item under the Regular Agenda.*
   A. Approve the minutes of the January 6, 2025 regular City Council meeting.
   B. Receive and file the claims for the month of December 2024, published January 20, 2025.
   C. Receive and file the 2025/2026 Council Radio Show Schedule.
   D. Ratify the appointment of Jon Olsen and Mike Mendenhall to the City of McCook's Sports Complex Committee.
   E. Approve drawings and specifications for Water Distribution Improvements Revised Project #2 and set date to receive bids for February 11, 2025 at 2:00 P.M.
   F. Approve the specifications for the 2025 Crack Sealing Project and set the time and date of bid at 2:30 P.M. on February 11, 2025.
   G. Ratify Amendment #4 to Project No. 200-C1-021, an Agreement dated March 4, 2019, between Miller & Associates and the City of McCook.
   H. Ratify Amendment #1 to Project No. 200-C1-024, an Agreement dated May 29, 2024, between Miller & Associates and the City of McCook.
   I. Approve and enter into a Nuisance Abatement Agreement with West Central Nebraska Development district, Inc. (WCNDD)

J. Adopt Resolution No. 2025-02 approving the appointment of West Central Nebraska Development District, Inc. (WCNDD) to act as Nuisance Officer for the City of McCook.
K. Authorize City of McCook staff to complete an application for a Civic and Community Center Financing Fund (CCCFF) grant.

4. Regular Agenda.
   A. Discussion regarding a potential conveyance by the City of McCook to the McCook Economic Development Corporation to develop workforce housing on property identified as Parcel ID #000894200, at the intersection of East "C" Street and East 11th Street.
   B. Update regarding the sports complex project.
   C. Discussion regarding the setting of the user fees for the McCook Aquatic Park.
   D. Discussion regarding potential revenue options for the City of McCook.
   E. Ordinance No. 2025-3095 amending the City of McCook Code of Ordinances, Title IX, Chapter 91 - "Fire Prevention; Fireworks; Poisonous or Flammable Gas; Explosives", Section 91.37 - Prerequisites and Qualifications for Issuance of Sales Permit and Section 91.43 - Discharge of Fireworks Generally.
      1. Chairperson asks Clerk to read Ordinance by title.
      2. Consider approval of Ordinance No. 2025-3095 upon its first of three readings.
   F. Ordinance No. 2024-3092 amending the City of McCook Code of Ordinances Chapter 52, entitled "Water" in Title V "Departments", repealing Section 52.28 - Unsafe Connection; Backflow Hazard and adding Subchapter "Cross Connection Control"; Chapter 50, entitled "Municipal Utilities" in Title V "Departments", Section 50.01 Delinquent Bill charges; and Chapter 38, entitled "Fee Schedule" in Title III "Administration", Appendix C: Delinquent Bill Charges
      1. Chairperson asks Clerk to read Ordinance by title.
      2. Consider approval of Ordinance No. 2024-3092 upon its third and final reading.
      3. Chairperson declaration after vote and passage, if approved.
   G. Council Comments.

Adjournment.

CITY MANAGER'S REPORT
JANUARY 20, 2025 CITY COUNCIL MEETING

ITEM: **2.A.**

Accept the Financial Statements and Supplemental Information for Fiscal Year ending September 30, 2024 prepared by AMGL CPAs and Advisors.

BACKGROUND:

At Monday's meeting a representative from AMGL CPAs and Advisors will present, via zoom, to review the audit report and address any questions from the Council.

A pdf of the audit is attached to the packet, if you would like to review a paper report before Monday, you may pick up a copy at the City Office.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk-Treasurer — January 14, 2025

Tera Koetter, Assistant City Manager — January 14, 2025

Nathan A. Schneider, City Manager — January 14, 2025

CITY OF MCCOOK, NEBRASKA

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

September 30, 2024

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	3
MANAGEMENT'S DISCUSSION AND ANALYSIS	6
FINANCIAL STATEMENTS	
Government-wide Financial Statements	
Statement of Net Position	18
Statement of Activities	19
Fund Financial Statements	
Balance Sheet - Modified Cash Basis - Governmental Funds	20
Reconciliation of the Balance Sheet - Modified Cash Basis - Governmental Funds to the Statement of Net Position	21
Statement of Revenues, Expenditures, and Changes in Fund Balances - Modified Cash Basis - Governmental Funds	22
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances - Modified Cash Basis - Governmental Funds to the Statement of Activities	23
Statement of Fund Net Position - Proprietary Funds	24
Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds	25
Statement of Cash Flows - Proprietary Funds	26
Statement of Assets and Fund Balance - Modified Cash Basis - Fiduciary Funds	28
Statement of Revenues, Expenditures, and Changes in Fund Balance – Modified Cash Basis – Fiduciary Funds	29
Notes to Financial Statements	30
SUPPLEMENTARY AND OTHER INFORMATION	
Budgetary Comparison Schedules - Modified Cash Basis	
General Fund	71
Street Fund	73
Economic Development Fund	74
Capital Projects Fund	75
Grant Fund	76
Debt Service Fund	77
Combining Statement of Assets and Fund Balance - Modified Cash Basis - Fiduciary Funds	78
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Modified Cash Basis – Fiduciary Funds	79

TABLE OF CONTENTS, Continued

	Page
SUPPLEMENTARY AND OTHER INFORMATION, continued	
Combining Statement of Revenues and Expenditures - Modified Cash Basis - General Fund Departments	80
Combining Statement of Net Position – Component Units	82
Combining Statement of Activities – Component Units	83
SINGLE AUDIT REPORTS	
Schedule of Expenditures of Federal Awards	84
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	85
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	87
Schedule of Findings and Questioned Costs	90
Summary Schedule of Prior Audit Findings	92
Corrective Action Plan	93

AMGL
CPAs & Advisors

SHAREHOLDERS:
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon
Jamie L. Clemans
Travis L. Arnold

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of McCook, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities - modified cash basis, the business-type activities - accrual basis, the aggregate discretely presented component units - accrual basis, each major fund - modified cash basis for the governmental funds and accrual basis for the proprietary funds, and the aggregate remaining fund information - modified cash basis for the governmental and fiduciary funds of the City of McCook, Nebraska, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities - modified cash basis, the business-type activities - accrual basis, the aggregate discretely presented component units - accrual basis, each major fund - modified cash basis for the governmental funds and accrual basis for the proprietary funds, and the aggregate remaining fund information - modified cash basis for the governmental and fiduciary funds of the City of McCook, Nebraska as of September 30, 2024, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in accordance with the basis of accounting described in Note A.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of McCook, Nebraska and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter—Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting for the governmental activities and governmental and fiduciary funds. The governmental and fiduciary financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

A PROFESSIONAL CORPORATION

Wealth Management, LLC Registered Investment Advisor, is affiliated with AMGL, P.C.
and offers wealth management and investment advisory services.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the modified cash and accrual basis of accounting described in Note A, and for determining that the modified cash and accrual basis of accounting are acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of McCook, Nebraska's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of McCook, Nebraska's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of McCook, Nebraska's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of McCook, Nebraska's financial statements. The combining fiduciary fund statements, the statement of general fund departmental revenue and expenditures, the combining component unit financial statements, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information described in the second sentence of this paragraph and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the management's discussion and analysis and budgetary comparison schedules, but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 23, 2024, on our consideration of the City of McCook, Nebraska's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of McCook's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of McCook, Nebraska's internal control over financial reporting and compliance.

AMGL, P.C.

Grand Island, Nebraska
December 23, 2024

CITY OF MCCOOK, NEBRASKA
MANAGEMENT'S DISCUSSION AND ANALYSIS
For The Year Ended September 30, 2024

This discussion and analysis of the City of McCook's financial performance provides an overall review of the City's financial activities for the fiscal year ended September 30, 2024. The intent of this discussion and analysis is to look at the City's financial performance as a whole; readers should also review the financial statements to enhance their understanding of the City's financial performance.

Financial Highlights

For FY 2023/2024 the City maintained the General Fund levy of .340814 which would generate approximately $214,000 in additional ad valorem tax revenue. Since 2002, the City levy has increased by .02177. The City does not have a levy for bonded debt.

Pursuant to a 2015 sales tax ballot question, McCook's residents approved a 1.5% local option sales tax. 1/6 of the total sales tax receipts are utilized to fund economic development through a voter approved LB 840 Program administered by the McCook Economic Development Corporation. The remaining 5/6 of the total sales tax receipts generated are utilized for the following purposes: property tax relief, capital improvement projects, capital outlay purchases, and debt reduction.

At the November 2022 General Election, voters approved an additional 0.5% local option sales tax with all revenues generated to be used for public infrastructure projects, which includes a swimming pool and ballpark/sports complex facilities. The effective date of the tax was April 1, 2023.

Total sales tax receipts were $4,379,488, of which, $381,423 were from motor vehicle sales restricted to Street Department use. This marks the highest sales tax receipts recognized by the City of McCook since the inception of McCook's local option sales tax in 2001. Sales Tax receipts for the Recreation Bonds totaled $1,094,871.

For Capital Improvement Projects the Council committed $350,000 for One & Longer Street Plan Improvements; $150,000 for annual street maintenance, $40,000 for drainage maintenance; a local match of $37,000 for an airport improvement project; $50,000 Jaycee Complex parking lot improvements; and $13,000 of uncommitted to be designated for future projects. Payments totaling $340,780 were made for an asphalt paving project; $61,340 for a concrete paving project; and $405,000 for street and drainage maintenance.

The 1/6th sales tax receipts generated $547,217 for funding of the LB 840, which included $63,545 from motor vehicle sales restricted to Street Department use. The MEDC focused on development of workforce housing on land they own in the North Pointe subdivision and in the Seminole Drive/Pawnee Drive area and expansion of the McCook Business Industrial Park. Funds were utilized for retail development, infant childcare incentives, North Pointe infrastructure and development, development of the McCook Business/Industrial Park expansion, and an Early Childhood/Youth Development Center donation to the McCook YMCA project. Growth Fund loans were issued to the McCook Economic Development Corporation in the amount of $240,350 and $100,000 to HOKYL, LLC. A Micro-enterprise loan was issued to Elevate Wellness, LLC.

The City elected to use the Construction Manager at Risk process for construction of the municipal swimming pool and selected Carrothers Construction Company to serve as the construction manager for the project in an amount not to exceed $6,399,567. Municipal Improvement Bonds, Series 2023, were issued in August 2023 in the amount of $5,680,000. Bond payments of $458,290 were made utilizing revenues generated from the .50% local option sales tax. The City received a $250,000 donation from the McCook Masonic Templecraft and was awarded a Civic and Community Center Financing Fund (CCCFF) grant for $562,000 for this project. In July, the McCook Aquatics Park opened to the public.

In September 2024 the City issued Municipal Improvement Bond Anticipation Notes, Series 2024 in the amount of $4,070,000 to pay for construction costs and to assist with the purchase of real property to serve as the location for the Sports Complex project. The remaining balance, of the purchase price, came from existing available reserves. Bond payments will be made from the .50% local option sales tax approved for the construction of the swimming pool and ball park.

In March 2021, the Council extended for another five-year term the agreement with McCook Keno, LLC for the operation of Keno within the City of McCook. Kiosks are located at three locations. The annual revenue for FY23/24 was $70,700, a decrease of 14% from last year. Revenues derived from the keno operation are to be used for "community betterment purposes". A transfer of $50,000 was made to offset General Fund expenses.

In FY20/21 the City received $684,600 from the Coronavirus Relief Fund for presumptive payroll reimbursement for our Police, Firefighters, Paramedics, and E911 Dispatchers. The City designated these funds for an E911 console, radios, and equipment - $150,000; Equipped Police vehicle $47,900; Public Works Bucket Truck - $125,000; Fire/Ambulance Extrication equipment - $130,000; and a $200,000 transfer to the City of McCook Self Insurance Fund. The balance of these funds on September 30, 2024 was $136,000.

The City received $1,338,000 from the American Rescue Plan Act. The Council designated these funds to E911 console, radios, and equipment - $440,000; internet to the Water Treatment Plant - $20,000; Fan Press for the Wastewater Treatment Plant - $500,000; and a drainage project along North Highway 83- $300,000. After completion of these projects an estimated $200,000 remains to be designated by the Council before December 31, 2024.

In October 2018, the City renewed the Professional Retail Operations Agreement with Nebraska Public Power District (NPPD) for the lease of it's electric system. The term was extended from fifteen years to twenty-five years, commencing on January 1, 2019, with the City being paid 12.5% of the retail revenues. The agreement allows for the City to implement additional one-half percent incremental increases to an overall cap of 14%. Any one-half percent increase, if opted in the future, must be done annually. In July 2024 the Council opted to increase rate to 13%, effective October 1, 2024. The current year's lease generated $1,310,380. Of this amount, the City transferred $375,000 to the Self Insured Health Insurance Fund and $935,380 to the General Fund.

The natural gas franchise agreement with Black Hills Energy is for a term of 10 years with the franchise fee paid to the City quarterly. The franchise fee is $0.018 per therm delivered. The annual revenue received was $63,400.

The 4% Hotel Occupation tax established by the Council in April 2018 generated $167,000 for the General Fund.

The City provides medical and dental insurance for eligible employees using a self-insurance fund. The fund is financed by operating transfers from the Governmental and Proprietary Fund of an average amount per employee, which is based on management's previous experience. Employee premiums per two-week period are $20.00 for a single member, $47.00 for an employee and spouse, $40.00 for an employee and children, and $80.00 for an employee and family. In FY23/24, because of increased large claims, the fund covered up to $45,000 in costs per employee, an increase of $10,000 per employee. Any expenses over that amount are covered by an insurance carrier. By increasing the City's stop-loss level per employee, the City was able to attract a competitive quote from a new stop-loss insurance carrier, resulting in a 5.9% increase to our total maximum claims liability. For the current fiscal year the City budgeted $25,838 per employee for insurance. The actual cost per employee averaged $25,550. The City continues to work with Brown & Brown to monitor these costs and assist in developing options to help contain these costs and uses a claims service to handle the insurance claims.

In March 2015 the City approved a disability pension annuity distribution for a former police officer. The City will pay the former employee $1,573 per month for the remainder of the individual's life, per the disability annuity agreement.

The City was awarded a Nebraska Department of Economic Development Civic and Community Center Financing Grant in the amount of $100,000 for preliminary planning purposes of a Creative District. The City of McCook, Community Hospital McCook, McCook Economic Development Corporation, Graff Charitable Foundation, and McCook Community Foundation each pledged $20,000 for the local match.

During FY23/24 the Community Development Agency approved the R. Perry Redevelopment Project. The developer plans to construct three single family dwellings and associated improvements on the Project Site. The

homes will be constructed and sold at a price point that meets the criteria for Workforce Housing TIF and will help bring additional workforce housing to the City.

The First Amendment to the Keystone Hotel Rehabilitation Project was approved amending the maturity date of the bond to permit collection of TIF revenues for the entire statutory period. The new maturity date is December 31, 2025.

The First Amendment to the Clary Village agreement was approved to extend the maturity date of the bond to permit collection of TIF revenues for the entire statutory period. The new maturity date is December 31, 2031.

The First Amendment to the Quillan Courts agreement was approved to extend the maturity date of the bond to permit the collection of TIF revenues for the entire statutory period. The new maturity date is December 31, 2032.

The First Amendment to the Elevate Wellness agreement was approved to adjust the Project Completion Date and Effective Date based on delays in the construction of the project. The Project Completion date would be changed from December 31, 2024 to June 30, 2025. The effective date will remain January 1, 2025. This amendment gives the Redeveloper the choice of deferring the Effective Date to January 1, 2026, depending on the amount of work completed and the corresponding change in valuation.

In October 2017 the City issued $8,605,000 of Series 2016 Combined Utilities Revenue Refunding Bonds to refinance the Water Department 2006 loan from the Nebraska Department of Environmental Quality Safe Water State Revolving Loan for $9,922,000 to construct an Ion Exchange drinking water treatment facility to remove unsafe levels of Arsenic, Uranium, and Nitrate from the municipal water supply and the Wastewater Treatment Department loan from the Clean Water State Revolving Loan for $3,930,000 for construction and improvements to meet Ammonia limits required by the National Pollutant Discharge Elimination System (NPDES) Permit. The S&P Global Ratings assigned its 'A+' long-term rating to these refunding bonds.

In April 2021, the Council called for the early redemption of the Series 2015 Combined Utilities Revenue Refunding Bonds and authorized the issuance of the Series 2021 Combined Utilities Revenue Refunding Bonds, in an amount not to exceed $6,600,000. The proposed savings was an estimated $545,000 over the course of the 15 year bond. The final bond issued was $6,555,000.

In June 2015, the Water Department received a Nebraska Department of Environmental Quality Safe Water State Revolving Loan for $1,320,072 for 16" transmission main replacement, East "H" Street water main replacement, and East "C" Street water main improvements. Total disbursements were $1,650,090, with loan forgiveness of $330,018. This loan is to be repaid over twenty years and was not included in the refinance because of loan terms that allow for no prepayment within five years of the Loan Date for those receiving loan forgiveness.

In May 2022, the Water Department received a Nebraska Department of Environment and Energy Safe Drinking Water State Revolving Loan for $2,490,000 to replace the East 14th water main, the West 5th 16" Water Main, the 12" water main from South Street north to "A" Street, and a portion of the South Street water main. This loan includes Loan Forgiveness of up to 15% of eligible Project Costs (maximum $373,500) plus an additional $79,601 for Loan Forgiveness and is to be repaid over thirty years.

In June 2024 the Council approved Ordinance No. 2024-3082 authorizing the issuance of combined Utilities Revenue bonds in a principal amount not to exceed $9 million and Ordinance No. 2024-3083 authorizing the issuance of Combined Utilities Revenue Bond Anticipation Notes in the principal amount not to exceed $8 million to pay the costs of improvements to the City's combined utilities, including the sewer system improvement project. USDA funding will be utilized with an interest rate of 2.125%. Due to the USDA's regulations, it was determined that the best option for funding the project was to issue bonds, some of which will be public and some of which will be private. Two separate ordinances were approved by the City Council. The Anticipation Notes are necessary for the short term financing and will serve as a bridge to the larger, future issue.

Ordinance No. 2024-3077 provided for a 7.5% per month rate increase to the base fee and the usage rates charged for both residential and commercial Sewer Use. Ordinance No. 2024-3076 provided for a 8.5% per month rate increase for the base and 100 cubic feet charge, for both residential and commercial Water Use Charges. These rates are monitored and adjusted annually if necessary, to ensure funds are available for payment of the State Revolving Loans for the sewer and water improvements, Combined Utilities Bond, and to offset any increases in operating costs.

Ordinance No. 2023-3072 provided for increases in Solid Waste Collection. Residential Trash Collection increased from $26.25 to $27.25 per month and Household/Commercial increased from $77.00 to $83.00 per ton. The last rate increase for Solid Waste Collection occurred in April 2022.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of McCook's financial statements. The City's financial statements comprise:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements
- Supplementary and other information which further explains and supports the information in the financial statements

Government-wide Financial Statements. The *government-wide financial statements* report information about the City as a whole using accounting methods similar to those used by a private-sector business.

The government-wide financial statements distinguish the following functions of the City:

- *Governmental activities* are primarily supported by taxes and intergovernmental revenues. The governmental activities of the City include general government, economic development, public safety, public works, parks, cultural activities, and human service.

- *Business-type activities* are supported by user fees and charges which are intended to recover all or a significant portion of their costs. The City's electric, water, wastewater, and solid waste collection services are all included as business-type activities.

Fund Financial Statements. The fund financial statements provide detailed information about the City's most significant funds, not the City as a whole. Funds are groupings of activities that enable the City to maintain control over resources that have been segregated for particular purposes or objectives. All of the funds of the City of McCook can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

- *Governmental Funds*. The governmental funds are used to account for the financial activity of the City's basic services, similar to that described for the governmental activities in the government-wide financial statements. However, unlike the government-wide statements, which provide a long-term focus of the City, the fund financial statements focus on a short-term view of the inflows and outflows of spendable resources, as well as on the balances of spendable resources available at the end of the fiscal year.

- *Proprietary Funds*. The proprietary funds are used to account for the financial activity of the City's operations for which customers are charged a user fee; they provide both a long- and short-term view of financial information. The City maintains four enterprise funds which are a type of proprietary fund - the electric, water, wastewater, and solid waste operations. These enterprise funds are the same as the business-type activities in the government-wide financial statements.

- *Fiduciary Funds*. The City maintains fiduciary funds, which are used to account for resources held by the City in a trustee capacity or as a custodian for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of these funds are not available to support the City's own programs.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in both the government-wide and fund financial statements. The notes can be found immediately following the financial statements.

Government-wide Financial Analysis

Summary Statements of Net Position

	Year Ended September 30, 2024			Year Ended September 30, 2023		
	Governmental Activities (Modified Cash Basis)	Business-type Activities (Accrual Basis)	Total	Governmental Activities (Modified Cash Basis)	Business-type Activities (Accrual Basis)	Total
Current and Other Assets	$ 16,070,803	$ 11,029,030	$ 27,099,833	$ 15,992,939	$ 11,527,176	$ 27,520,115
Capital Assets	30,083,579	17,080,306	47,163,885	23,673,984	15,522,021	39,196,005
Total Assets	46,154,382	28,109,336	74,263,718	39,666,923	27,049,197	66,716,120
Long-term Liabilities	9,420,000	6,496,814	15,916,814	5,609,478	6,554,869	12,164,347
Other Liabilities	424,743	1,139,664	1,564,407	357,873	1,073,790	1,431,663
Total Liabilities	9,844,743	7,636,478	17,481,221	5,967,351	7,628,659	13,596,010
Net Position:						
Net Investment in Capital Assets	20,403,836	10,698,974	31,102,810	17,804,733	9,167,343	26,972,076
Restricted	10,346,842	1,023,841	11,370,683	11,087,386	1,014,841	12,102,227
Unrestricted	5,558,961	8,750,043	14,309,004	4,807,453	9,238,354	14,045,807
Total Net Position	$ 36,309,639	$ 20,472,858	$ 56,782,497	$ 33,699,572	$ 19,420,538	$ 53,120,110

Net position may serve over time as a useful indicator of a government's financial position. At the close of the current fiscal year, the City of McCook's assets exceeded its liabilities by $56,782,497.

Capital assets (land, infrastructure, buildings, streets, improvements, and equipment), net of any debt issued to acquire these assets, comprise 54.8 percent of the City's net position. Although these capital assets assist the City in providing services to its citizens, they are generally not available to fund the operations of future periods.

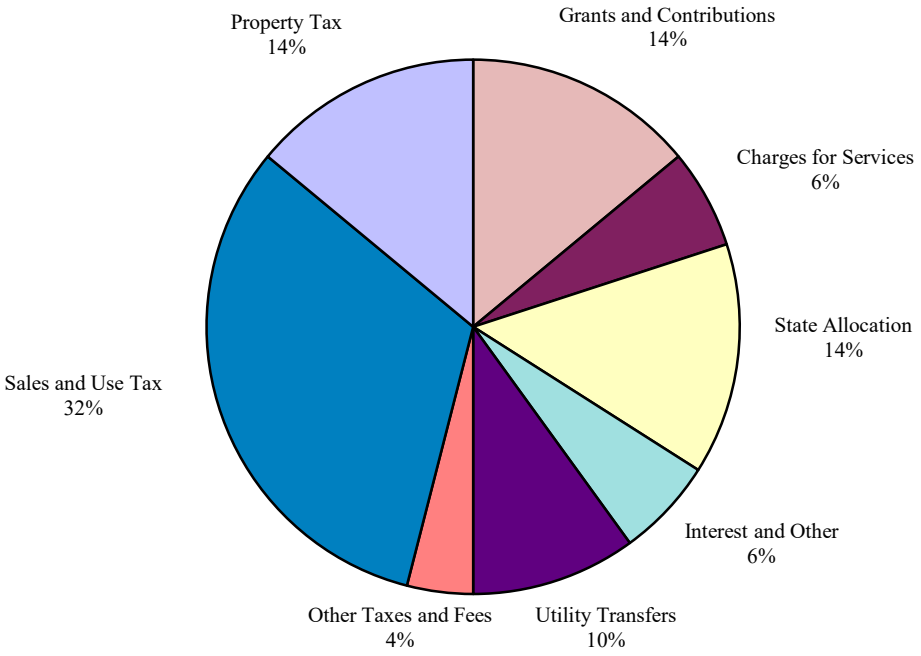
An additional 20.0 percent of the City's net position is subject to external restrictions as to how it may be used. The remaining component of net position ($14,309,004) is the unrestricted net position.

Changes in Net Position

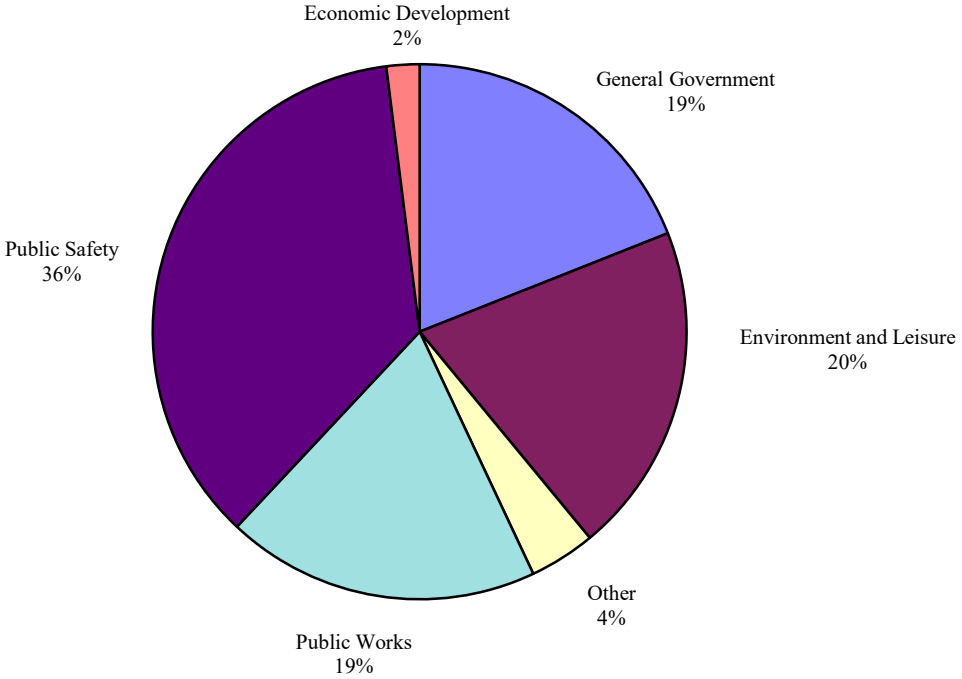
The following table presents a summary of revenues and expenses of the governmental and business-type activities:

	September 30, 2024			September 30, 2023		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Revenues						
Program Revenues:						
Charges for Services	$ 795,863	$ 8,576,485	$ 9,372,348	$ 697,472	$ 8,042,372	$ 8,739,844
Operating Grants and Contributions	436,325	-	436,325	688,777	-	688,777
Capital Grants and Contributions	1,548,802	633,438	2,182,240	983,146	-	983,146
General Revenues:						
Property Taxes	1,903,467	-	1,903,467	1,678,346	-	1,678,346
Sales and Use Taxes	4,379,488	-	4,379,488	3,525,044	-	3,525,044
Other Taxes and Fees	587,673	-	587,673	577,481	-	577,481
State Allocation	1,880,932	-	1,880,932	1,802,958	-	1,802,958
Interest Income	627,637	463,304	1,090,941	372,463	386,248	758,711
Other	206,501	-	206,501	(73,428)	-	(73,428)
Total Revenues	12,366,688	9,673,227	22,039,915	10,252,259	8,428,620	18,680,879
Expenses						
General Government	2,076,225	-	2,076,225	1,921,640	-	1,921,640
Economic Development	239,770	-	239,770	352,735	-	352,735
Public Safety	4,060,535	-	4,060,535	4,232,883	-	4,232,883
Public Works	2,170,028	-	2,170,028	2,001,727	-	2,001,727
Environmental and Leisure	2,263,490	-	2,263,490	2,053,580	-	2,053,580
Interest Expense	384,401	-	384,401	132,025	-	132,025
Electric Utility	-	3,540	3,540	-	3,539	3,539
Water	-	3,002,739	3,002,739	-	2,690,483	2,690,483
Sewer	-	1,534,853	1,534,853	-	1,253,553	1,253,553
Solid Waste	-	2,641,947	2,641,947	-	2,406,403	2,406,403
Total Expenses	11,194,449	7,183,079	18,377,528	10,694,590	6,353,978	17,048,568
Increase (Decrease) in Net Position Before Transfers	1,172,239	2,490,148	3,662,387	(442,331)	2,074,642	1,632,311
Net Transfers	1,437,828	(1,437,828)	-	1,080,750	(1,080,750)	-
Increase in Net Position	$ 2,610,067	$ 1,052,320	$ 3,662,387	$ 638,419	$ 993,892	$ 1,632,311

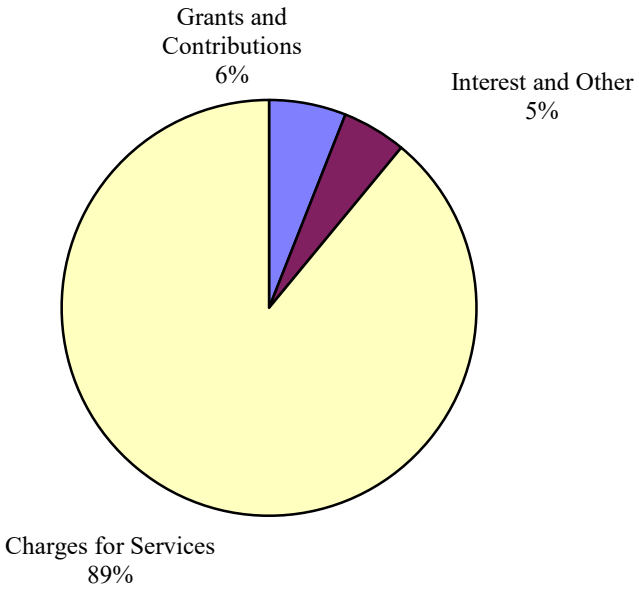
2024 Revenues by Source - Governmental Activities



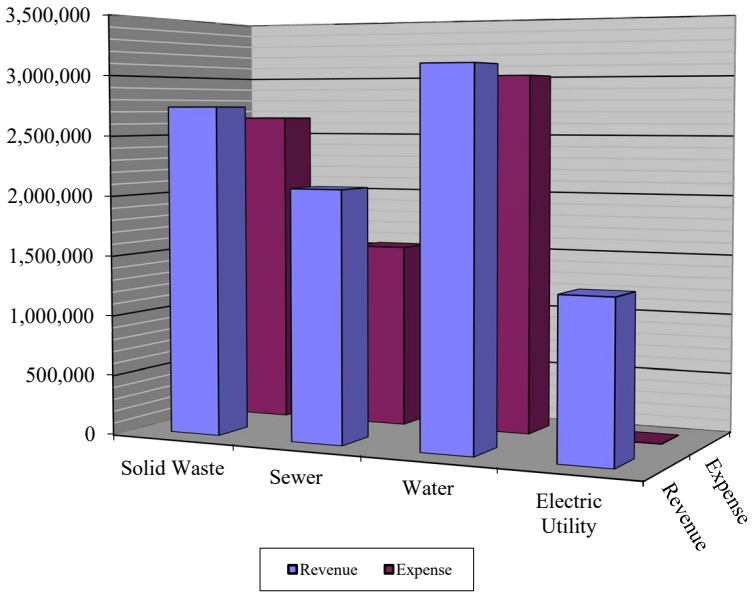
2024 Expenses - Governmental Activities



2024 Revenues by Source - Business-type Activities



2024 Expenses and Program Revenues - Business-type Activities



Financial Analysis of the Government's Funds

As noted earlier, the City of McCook used fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City of McCook's *governmental* funds is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City of McCook's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of McCook's governmental funds reported combined ending fund balances of $13,969,872. Approximately 8.2 percent of this total amount ($1,148,336) constitutes *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of fund balances is not available for new spending because it has already been 1) restricted to pay debt service ($432,946), 2) restricted to fund capital projects ($2,117,267), 3) endowed as nonspendable to fund perpetual care ($128,815), 4) restricted for community betterment ($27,967), 5) restricted to fund economic development projects ($1,466,606), 6) restricted for federal projects ($599,660), 7) restricted for street projects ($1,575,844), 8) restricted for the pool project ($3,997,737), 9) committed for capital projects ($726,245), 10) assigned for storm/hail repairs ($355,595), or 11) assigned for budgetary stabilization ($1,392,854).

The General Fund is the chief operating fund of the City of McCook. At the end of the current fiscal year, unassigned fund balance of the General Fund was $1,148,336, while total fund balance reached $3,396,250. As a measure of the General Fund's liquidity, it may be useful to compare unassigned and total fund balance to total fund expenditures. Unassigned fund balance represents 14.8 percent of General Fund total expenditures, while total fund balance represents 43.7 percent of General Fund total expenditures.

The fund balance of the City of McCook's General Fund increased by $194,888 during the current fiscal year.

Proprietary funds. The City of McCook's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the proprietary funds at the end of the year were as follows: Electric and Emergency Fund - $0, Water Fund - $5,920,107, Sewer Fund - $2,698,275, and Solid Waste Fund - $131,661. The growth (decrease) in net position for the proprietary funds was as follows: Electric and Emergency Fund - decrease of $(3,540), Water Fund – increase of $292,882, Sewer Fund – increase of $673,774, and Solid Waste Fund – increase of $89,204. Other factors concerning the finances of these four funds have already been addressed in the discussion of the City of McCook's business-type activities.

Budgetary Highlights

No amendments to the 2023-2024 budget were made.

Capital Asset and Debt Administration

Capital Assets. The City of McCook's investment in capital assets for its governmental and business-type activities as of September 30, 2024, amounts to $47,163,885 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, distribution systems, buildings and improvements, machinery and equipment, office furniture and equipment, and vehicles.

Major capital asset events during the current fiscal year included the following:

- Construction in progress on swimming pool facility - $6,060,021
- 2024 Asphalt paving project - $340,781
- 2024 West 5th concrete project - $61,339
- Construction in progress on airport master plan - $63,683
- Construction in progress on Business Park Phase II paving - $531,652
- North Pointe paving project - $520,767
- Two 2024 Dodge Durangos - $104,721
- Storage building for wastewater treatment plant - $69,155
- Business Park Phase II water mains - $178,442
- South Street water main replacement - $748,929
- Water plant electronics HOA - $236,295
- Deep injection well workover - $118,071
- North Pointe water mains - $154,846
- Fan press - $71,774
- Business Park Phase II sewer extension - $74,656
- North Pointe sewer extension - $153,578
- 2024 Vactor 2100i - $449,909
- Sewer plant electronics HOA - $78,291
- 2024 Freightliner - $254,537
- 2024 Caterpillar wheel loader - $278,000

City of McCook's Capital Assets
(net of depreciation)

	Year Ended September 30, 2024			Year Ended September 30, 2023		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Land	$ 776,893	$ 485,735	$ 1,262,628	$ 776,893	$ 485,735	$ 1,262,628
Construction in Progress	7,551,745	-	7,551,745	913,969	-	913,969
Infrastructure	12,653,459	-	12,653,459	12,095,639	-	12,095,639
Buildings and Improvements	7,068,998	2,669,225	9,738,223	7,474,574	2,701,568	10,176,142
Machinery and Equipment	342,154	1,141,119	1,483,273	419,115	681,780	1,100,895
Distribution Systems	-	12,784,227	12,784,227	-	11,652,938	11,652,938
Office Furniture and Equipment	942,582	-	942,582	1,092,735	-	1,092,735
Vehicles	747,748	-	747,748	901,059	-	901,059
Total	$ 30,083,579	$ 17,080,306	$ 47,163,885	$ 23,673,984	$ 15,522,021	$ 39,196,005

Additional information on the City of McCook's capital assets can be found in Note C4 on pages 52-54 of this report.

Long-term Debt

Outstanding Long-term Debt

	Year Ended September 30, 2024			Year Ended September 30, 2023		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Notes Payable	$ 79,743	$ -	$ 79,743	$ 189,251	$ -	$ 189,251
Revenue Bonds	-	4,895,000	4,895,000	-	5,435,000	5,435,000
Municipal Imp Bonds	9,600,000	-	9,600,000	5,680,000	-	5,680,000
Financing Agreements	-	278,000	278,000	-	-	-
Water SRF Loan	-	1,208,332	1,208,332	-	919,678	919,678
Total Long-term Outstanding Debt	$ 9,679,743	$ 6,381,332	$ 16,061,075	$ 5,869,251	$ 6,354,678	$ 12,223,929

The City's long-term debt increased $3,837,146 (31.4 percent) during the year ended September 30, 2024, due primarily to the issuance of $4,070,000 of Series 2024 Bond Anticipation Notes for the sports complex project and entering into a $278,000 financing agreement for a Caterpillar wheel loader.

Additional information on the City of McCook's long-term debt can be found in Note C5 on pages 54-61 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the City of McCook compares favorably to the State's average unemployment and the national average rate.

- Inflationary trends in the region compare favorably to national indices.

- Property tax asking for the year ending September 30, 2025, is $2,593,593, a $696,174 (36.7 percent) increase over the prior year.

- The City had a contractual commitment of $981,927 on the South Street water main replacement. As of September 30, 2024, $715,917 had been paid on this contract, leaving a remaining commitment of $266,010 expected to be completed by November 2024.

- The City had a contractual commitment of $849,700 on engineering for the water resource recovery facility. As of September 30, 2024, $16,107 had been paid on this contract, leaving a remaining commitment of $833,593 expected to be completed by December 2024.

- The City had a contractual commitment of $347,359 for a 2024 Ford ambulance expected to be received by December 2024 and a contractual commitment of $375,382 for an airport rescue and fire vehicle expected to be received by November 2025. Nothing had been paid on these contracts as of September 30, 2024.

- The City had a contractual commitment of $980,698 on the 2024 asphalt paving project. As of September 30, 2024, $320,783 had been paid on this contract, leaving a remaining commitment of $659,915 expected to be completed by December 2024.

All of these factors were considered in preparing the City of McCook's budget for the 2025 fiscal year.

Financial Contact

This financial report is designed to provide the citizens, taxpayers, customers, investors, and creditors with a general overview of the City of McCook's finances and to demonstrate the City's accountability for the money with which the City is entrusted. If you have questions concerning any of the information presented in this report or requests for additional information, contact the City of McCook, 505 West C Street, P.O. Box 1059, McCook, NE 69001-1059, or call (308) 345-2022.

CITY OF MCCOOK, NEBRASKA

STATEMENT OF NET POSITION

September 30, 2024

	Primary Government			
	Governmental Activities (Modified Cash Basis)	Business-type Activities (Accrual Basis)	Total	Component Units (Accrual Basis)
ASSETS				
Current assets:				
Cash and cash equivalents	$ 5,018,344	$ 8,589,392	$ 13,607,736	$ 125,817
County treasurer cash	61,841	-	61,841	-
Current portion of notes receivable	51,416	-	51,416	561,591
Accounts receivable	-	118,212	118,212	-
Unbilled revenue	-	811,762	811,762	-
Reinsurance receivable	76,300	-	76,300	-
Inventory	-	317,024	317,024	-
Total current assets	5,207,901	9,836,390	15,044,291	687,408
Noncurrent assets:				
Restricted cash and cash equivalents	10,346,842	1,192,640	11,539,482	-
Noncurrent portion of notes receivable	516,060	-	516,060	2,668,982
Capital assets:				
Land	776,893	485,735	1,262,628	-
Construction in progress	7,551,745	-	7,551,745	-
Other capital assets, net of depreciation	21,754,941	16,594,571	38,349,512	-
Net capital assets	30,083,579	17,080,306	47,163,885	-
Total noncurrent assets	40,946,481	18,272,946	59,219,427	2,668,982
Total assets	46,154,382	28,109,336	74,263,718	3,356,390
LIABILITIES				
Current liabilities:				
Accounts payable	-	104,962	104,962	-
Accrued expenses	-	244,953	244,953	-
Customer deposits	-	98,564	98,564	-
Accrued interest	-	21,432	21,432	-
Claims incurred not paid	165,000	-	165,000	-
Current portion of long-term obligations	259,743	669,753	929,496	561,591
Total current liabilities	424,743	1,139,664	1,564,407	561,591
Noncurrent liabilities:				
Accrued landfill closure costs	-	715,000	715,000	-
Accrued deep well abandonment costs	-	70,235	70,235	-
Noncurrent portion of long-term obligations	9,420,000	5,711,579	15,131,579	2,668,982
Total noncurrent liabilities	9,420,000	6,496,814	15,916,814	2,668,982
Total liabilities	9,844,743	7,636,478	17,481,221	3,230,573
NET POSITION				
Net investment in capital assets	20,403,836	10,698,974	31,102,810	-
Restricted for:				
Street improvements	1,575,844	-	1,575,844	-
Landfill postclosure	-	99,670	99,670	-
Deep injection well closure	-	25,316	25,316	-
Debt service	432,946	898,855	1,331,801	-
Economic development	1,466,606	-	1,466,606	-
Perpetual care	128,815	-	128,815	-
Capital projects	2,117,267	-	2,117,267	-
Federal projects	599,660	-	599,660	-
Pool project	3,997,737	-	3,997,737	-
Community betterment	27,967	-	27,967	-
Unrestricted	5,558,961	8,750,043	14,309,004	125,817
Total net position	$ 36,309,639	$ 20,472,858	$ 56,782,497	$ 125,817

See notes to financial statements.

CITY OF MCCOOK, NEBRASKA

STATEMENT OF ACTIVITIES

For the year ended September 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions
Primary government:			
Governmental activities (modified cash basis):			
General government	$ 2,063,781	$ 66,918	$ 8,886
Economic development	239,770	-	-
Public safety	3,490,862	499,949	6,139
Public works	1,675,970	98,717	-
Environment and leisure	1,883,703	130,279	421,300
Depreciation - unallocated	1,455,962	-	-
Interest and fees on long-term debt	384,401	-	-
Total governmental activities	11,194,449	795,863	436,325
Business-type activities (accrual basis):			
Electric and emergency	3,540	1,310,381	-
Water	3,002,739	2,677,367	-
Sewer	1,534,853	1,849,368	-
Solid waste	2,641,947	2,739,369	-
Total business-type activities	7,183,079	8,576,485	-
Total primary government	$ 18,377,528	$ 9,372,348	$ 436,325
Component units:			
Community Development Agency	$ 1,398,567	$ 33,889	$ 994,341
McCook Leasing Corporation	-	-	-
Total component units	$ 1,398,567	$ 33,889	$ 994,341

See notes to financial statements.

Capital Grants and Contributions	Net (Expenses) Revenues and Changes in Net Position Primary Government Governmental Activities (Modified Cash Basis)	Business-type Activities (Accrual Basis)	Total	Component Units (Accrual Basis)
$ -	$ (1,987,977)		$ (1,987,977)	
-	(239,770)		(239,770)	
7,492	(2,977,282)		(2,977,282)	
1,292,187	(285,066)		(285,066)	
249,123	(1,083,001)		(1,083,001)	
-	(1,455,962)		(1,455,962)	
-	(384,401)		(384,401)	
1,548,802	(8,413,459)	$ -	(8,413,459)	
-	-	1,306,841	1,306,841	
405,204	-	79,832	79,832	
228,234	-	542,749	542,749	
-	-	97,422	97,422	
633,438	-	2,026,844	2,026,844	
$ 2,182,240	(8,413,459)	2,026,844	(6,386,615)	
$ -				$ (370,337)
-				-
$ -				(370,337)
General revenues:				
Taxes:				
Property	1,903,467	-	1,903,467	-
Motor vehicle	189,847	-	189,847	-
Payments in lieu of taxes	110,946	-	110,946	3,806
Occupation	188,092	-	188,092	-
Sales tax	4,379,488	-	4,379,488	-
Franchise	98,788	-	98,788	-
State allocation	1,880,932	-	1,880,932	-
TIF proceeds	-	-	-	404,676
Keno proceeds	70,744	-	70,744	-
Loss on disposal of capital assets	83,643	-	83,643	-
Miscellaneous	52,114	-	52,114	-
Interest income	627,637	463,304	1,090,941	4,350
Net transfers	1,437,828	(1,437,828)	-	-
Total general revenues	11,023,526	(974,524)	10,049,002	412,832
Change in net position	2,610,067	1,052,320	3,662,387	42,495
Net position - September 30, 2023	33,699,572	19,420,538	53,120,110	83,322
Net position - September 30, 2024	$ 36,309,639	$ 20,472,858	$ 56,782,497	$ 125,817

CITY OF MCCOOK, NEBRASKA

BALANCE SHEET - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS

September 30, 2024

	General Fund	Street Fund	Economic Development Fund
ASSETS			
Cash and cash equivalents	$ 3,334,409	$ 1,575,844	$ 1,466,606
County treasurer cash	61,841	-	-
Total assets	$ 3,396,250	$ 1,575,844	$ 1,466,606
LIABILITIES AND FUND BALANCES			
Liabilities:	$ -	$ -	$ -
Fund balances:			
Nonspendable:			
Perpetual care	128,815	-	-
Restricted for:			
Capital projects	-	-	-
Street improvements	-	1,575,844	-
Economic development	-	-	1,466,606
Debt service	-	-	-
Federal projects	-	-	-
Pool project	-	-	-
Community betterment	-	-	-
Committed for:			
Capital projects	726,245	-	-
Assigned for:			
Budgetary stabilization	1,392,854	-	-
Storm/hail repairs	-	-	-
Unassigned	1,148,336	-	-
Total fund balances	3,396,250	1,575,844	1,466,606
Total liabilities and fund balances	$ 3,396,250	$ 1,575,844	$ 1,466,606

See notes to financial statements.

Debt Service Fund	Capital Projects Fund	Grant Fund	Other Governmental Fund (Keno)	Total Governmental Funds
$ 432,946	$ 2,117,267	$ 4,952,992	$ 27,967	$ 13,908,031
-	-	-	-	61,841
$ 432,946	$ 2,117,267	$ 4,952,992	$ 27,967	$ 13,969,872
$ -	$ -	$ -	$ -	$ -
-	-	-	-	128,815
-	2,117,267	-	-	2,117,267
-	-	-	-	1,575,844
-	-	-	-	1,466,606
432,946	-	-	-	432,946
-	-	599,660	-	599,660
-	-	3,997,737	-	3,997,737
-	-	-	27,967	27,967
-	-	-	-	726,245
-	-	-	-	1,392,854
-	-	355,595	-	355,595
-	-	-	-	1,148,336
432,946	2,117,267	4,952,992	27,967	13,969,872
$ 432,946	$ 2,117,267	$ 4,952,992	$ 27,967	$ 13,969,872

CITY OF MCCOOK, NEBRASKA

RECONCILIATION OF THE BALANCE SHEET - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

September 30, 2024

Total fund balances - governmental funds		$ 13,969,872
Amounts reported for *governmental activities* in the statement of net position are different because:		
The Internal Service Fund is included as a governmental activity in the statement of changes in net position.		1,368,455
LB840 notes receivable are not due in the current period and therefore are not reported as assets in the governmental funds.		567,476
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is $54,688,967 and the accumulated depreciation is $24,605,388.		30,083,579
Long-term liabilities, including notes payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds. Long-term liabilities at year end consist of:		
Bonds payable	$ (9,600,000)	
Notes payable	(79,743)	(9,679,743)
Total net position - governmental activities		$ 36,309,639

See notes to financial statements.

CITY OF MCCOOK, NEBRASKA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS

For the year ended September 30, 2024

	General Fund	Street Fund	Economic Development Fund
REVENUES			
Taxes:			
Property	$ 1,903,467	$ -	$ -
Motor vehicle	189,847	-	-
Payments in lieu of taxes	110,946	-	-
Occupation	188,092	-	-
Sales tax	1,779,521	317,878	547,217
Franchise	98,788	-	-
Intergovernmental	642,425	1,238,507	-
Grants	302,302	182,025	-
Keno proceeds	-	-	-
Charges for services	1,026,304	22,386	-
Contributions	131,878	1,103,420	-
Interest income	170,699	29,685	32,584
Loan collections	-	-	153,438
Sale of assets	176,400	-	-
Insurance proceeds	-	-	-
Bond proceeds	-	-	-
Other revenue	32,101	-	-
Total revenues	6,752,770	2,893,901	733,239
EXPENDITURES			
General government	1,954,693	-	-
Economic development	-	-	580,111
Public safety	3,404,035	-	-
Public works	304,276	1,700,199	-
Environment and leisure	1,797,971	-	-
Capital outlay	259,215	1,490,012	-
Principal payments on debt	48,080	61,428	-
Interest on long-term debt	4,214	4,183	-
Bond fees	-	-	-
Total expenditures	7,772,484	3,255,822	580,111
Excess (deficiency) of revenues over expenditures	(1,019,714)	(361,921)	153,128
OTHER FINANCING SOURCES (USES)			
Transfers in	1,224,881	707,003	-
Transfers out	(10,279)	-	-
Net transfers	1,214,602	707,003	-
Net change in fund balances	194,888	345,082	153,128
Fund balances - September 30, 2023	3,201,362	1,230,762	1,313,478
Fund balances - September 30, 2024	$ 3,396,250	$ 1,575,844	$ 1,466,606

See notes to financial statements.

Debt Service Fund	Capital Projects Fund	Grant Fund	Other Governmental Funds (Keno)	Total Governmental Funds
$ -	$ -	$ -	$ -	$ 1,903,467
-	-	-	-	189,847
-	-	-	-	110,946
-	-	-	-	188,092
-	1,734,872	-	-	4,379,488
-	-	-	-	98,788
-	-	40,011	-	1,920,943
-	-	117,939	-	602,266
-	-	-	70,744	70,744
-	-	36,350	-	1,085,040
-	-	135,184	-	1,370,482
19,374	94,753	196,299	1,249	544,643
-	-	-	-	153,438
-	-	-	-	176,400
-	-	4,886	-	4,886
-	-	4,070,000	-	4,070,000
-	-	20,013	-	52,114
19,374	1,829,625	4,620,682	71,993	16,921,584
-	-	118,344	21,017	2,094,054
-	-	-	-	580,111
-	-	59,461	-	3,463,496
-	1,139	-	-	2,005,614
-	-	86,523	-	1,884,494
-	14,738	6,186,858	-	7,950,823
-	150,000	-	-	259,508
-	307,667	-	-	316,064
-	627	67,710	-	68,337
-	474,171	6,518,896	21,017	18,622,501
19,374	1,355,454	(1,898,214)	50,976	(1,700,917)
-	-	37,000	-	1,968,884
-	(744,003)	(101,774)	(50,000)	(906,056)
-	(744,003)	(64,774)	(50,000)	1,062,828
19,374	611,451	(1,962,988)	976	(638,089)
413,572	1,505,816	6,915,980	26,991	14,607,961
$ 432,946	$ 2,117,267	$ 4,952,992	$ 27,967	$ 13,969,872

CITY OF MCCOOK, NEBRASKA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the year ended September 30, 2024

Total net change in fund balances - governmental funds	$ (638,089)
Amounts reported for *governmental activities* in the statement of activities are different because:	
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capitalized capital outlay ($7,958,315) exceeded depreciation expense ($1,455,962). Asset additions of $7,492 were funded directly by donations.	6,502,353
Basis remaining on capital asset disposals does not impact the fund financial statements. However, the remaining basis is reported as a loss on disposal of capital assets in the statement of activities.	(92,758)
Principal payments received on LB840 loans are reported as revenue in the governmental fund statements, but these payments decrease the note receivable balance in the statement of activities.	(119,377)
Principal advances on LB840 loans are reported as expenses in the governmental fund statements, but these advances increase the note receivable balance in the statement of activities.	340,341
The increase in net position of the Internal Service Fund is included as a governmental activity in the government wide statements.	428,089
The issuance of bonds is reported as revenue in the governmental funds, but the issuance of bonds increases long-term liabilities in the statement of net position.	(4,070,000)
Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	259,508
Change in net position of governmental activities	$ 2,610,067

See notes to financial statements.

CITY OF MCCOOK, NEBRASKA

STATEMENT OF FUND NET POSITION - PROPRIETARY FUNDS

September 30, 2024

	Electric and Emergency Fund	Water Fund
ASSETS		
Current assets:		
Cash and cash equivalents	$ -	$ 5,290,430
Accounts receivable	-	11,299
Unbilled revenue	-	438,965
Reinsurance receivable	-	-
Inventory	-	317,024
Total current assets	-	6,057,718
Noncurrent assets:		
Restricted cash and cash equivalents	-	864,381
Capital assets:		
Land	-	295,625
Distribution systems	170,000	25,319,461
Buildings and improvements	-	654,552
Tools and equipment	-	884,662
Accumulated depreciation	(158,496)	(18,192,107)
Net capital assets	11,504	8,962,193
Total noncurrent assets	11,504	9,826,574
Total assets	11,504	15,884,292
LIABILITIES		
Current liabilities:		
Accounts payable	-	31,033
Sales tax payable	-	2,165
Claims incurred not paid	-	-
Accrued payroll	-	24,925
Accrued vacation	-	39,813
Accrued sick leave	-	21,134
Customer deposits	-	98,564
Accrued interest	-	18,541
Current portion of long-term obligations	-	399,859
Total current liabilities	-	636,034
Noncurrent liabilities:		
Accrued landfill postclosure costs	-	-
Accrued deep well abandonment costs	-	70,235
Noncurrent portion of long-term obligations	-	5,143,473
Total noncurrent liabilities	-	5,213,708
Total liabilities	-	5,849,742
NET POSITION		
Net investment in capital assets	11,504	3,418,861
Restricted for:		
Landfill postclosure	-	-
Deep injection well closure	-	25,316
Debt service	-	670,266
Unrestricted	-	5,920,107
Total net position	$ 11,504	$ 10,034,550

See notes to financial statements.

Business-type Activities - Enterprise Funds			Governmental Activities -
Sewer Fund	Solid Waste Fund	Total	Internal Service Fund
$ 2,469,642	$ 829,320	$ 8,589,392	$ 1,457,155
22,066	84,847	118,212	-
246,151	126,646	811,762	-
-	-	-	76,300
-	-	317,024	-
2,737,859	1,040,813	9,836,390	1,533,455
228,589	99,670	1,192,640	-
-	190,110	485,735	-
11,544,865	-	37,034,326	-
4,133,184	933,425	5,721,161	-
1,090,090	2,533,495	4,508,247	-
(9,931,777)	(2,386,783)	(30,669,163)	-
6,836,362	1,270,247	17,080,306	-
7,064,951	1,369,917	18,272,946	-
9,802,810	2,410,730	28,109,336	1,533,455
9,073	64,856	104,962	-
9,848	-	12,013	-
-	-	-	165,000
9,527	28,142	62,594	-
6,939	63,419	110,171	-
3,115	35,926	60,175	-
-	-	98,564	-
1,082	1,809	21,432	-
210,000	59,894	669,753	-
249,584	254,046	1,139,664	165,000
-	715,000	715,000	-
-	-	70,235	-
350,000	218,106	5,711,579	-
350,000	933,106	6,496,814	-
599,584	1,187,152	7,636,478	165,000
6,276,362	992,247	10,698,974	-
-	99,670	99,670	-
-	-	25,316	-
228,589	-	898,855	-
2,698,275	131,661	8,750,043	1,368,455
$ 9,203,226	$ 1,223,578	$ 20,472,858	$ 1,368,455

CITY OF MCCOOK, NEBRASKA

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - PROPRIETARY FUNDS

For the year ended September 30, 2024

	Electric and Emergency Fund	Water Fund
Operating revenues:		
Charges for services	$ 1,310,381	$ 2,509,310
Miscellaneous revenues	-	168,057
Total operating revenues	1,310,381	2,677,367
Operating expenses:		
Salaries and benefits	-	747,055
Insurance and bonds	-	129,205
Utilities and telephone	-	139,995
Repairs and maintenance	-	354,168
Equipment rent	-	6,897
Contracted services	-	38,893
Supplies	-	23,154
Plant chemicals	-	300,975
Transportation	-	22,106
Professional fees	-	17,831
Sales tax	-	20,867
Miscellaneous	-	89,777
Depreciation	3,540	1,042,961
Insurance claims and health premiums	-	-
Total operating expenses	3,540	2,933,884
Operating income (loss)	1,306,841	(256,517)
Nonoperating revenues (expenses):		
Interest income	-	299,068
Grant revenue	-	71,916
Contribution in aid of construction	-	333,288
Interest expense	-	(65,056)
Loan fees	-	(3,799)
Total nonoperating revenues (expenses)	-	635,417
Income before transfers	1,306,841	378,900
Interfund transfers:		
Transfers in	-	10,279
Transfers out	(1,310,381)	(96,297)
Net transfers	(1,310,381)	(86,018)
Change in net position	(3,540)	292,882
Net position - September 30, 2023	15,044	9,741,668
Net position - September 30, 2024	$ 11,504	$ 10,034,550

See notes to financial statements.

Business-type Activities - Enterprise Funds			Governmental Activities -
Sewer Fund	Solid Waste Fund	Total	Internal Service Fund
$ 1,837,299	$ 2,728,663	$ 8,385,653	$ 2,606,307
12,069	10,706	190,832	-
1,849,368	2,739,369	8,576,485	2,606,307
462,574	956,982	2,166,611	-
83,565	68,342	281,112	-
103,081	6,828	249,904	-
190,835	205,003	750,006	-
14,262	1,500	22,659	-
12,792	1,053,926	1,105,611	-
18,277	11,847	53,278	-
-	-	300,975	-
9,831	185,279	217,216	-
11,195	6,374	35,400	-
109,986	-	130,853	-
22,355	26,684	138,816	-
491,669	117,373	1,655,543	-
-	-	-	2,602,152
1,530,422	2,640,138	7,107,984	2,602,152
318,946	99,231	1,468,501	4,155
123,134	41,102	463,304	48,934
-	-	71,916	-
228,234	-	561,522	-
(4,431)	(1,809)	(71,296)	-
-	-	(3,799)	-
346,937	39,293	1,021,647	48,934
665,883	138,524	2,490,148	53,089
71,891	1,180	83,350	375,000
(64,000)	(50,500)	(1,521,178)	-
7,891	(49,320)	(1,437,828)	375,000
673,774	89,204	1,052,320	428,089
8,529,452	1,134,374	19,420,538	940,366
$ 9,203,226	$ 1,223,578	$ 20,472,858	$ 1,368,455

CITY OF MCCOOK, NEBRASKA

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS

For the year ended September 30, 2024

	Electric and Emergency Fund
CASH FLOWS FROM OPERATING ACTIVITIES:	
Receipts from customers	$ 1,310,381
Receipts from other funds	-
Payments to suppliers	-
Payments to employees	-
Net cash provided by operating activities	1,310,381
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:	
Transfers from other funds	-
Transfers to other funds	(1,310,381)
Net cash provided (used) by noncapital financing activities	(1,310,381)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Purchase of property and equipment	-
Grant proceeds	-
Contributions in aid of construction	-
Increase in accrued deep well abandonment costs	-
Proceeds from issuance of capital debt	-
Principal payments on capital debt	-
Interest paid on capital debt	-
Loan fees paid	-
Net cash used by capital and related financing activities	-
CASH FLOWS FROM INVESTING ACTIVITIES:	
Interest received	-
Increase (decrease) in cash and cash equivalents	-
Cash and cash equivalents - beginning of the year	-
Cash and cash equivalents - end of the year	$ -
Composition of cash and cash equivalents:	
Cash and cash equivalents	$ -
Restricted cash and cash equivalents	-
Total cash and cash equivalents	$ -
Supplemental Noncash Transaction Information:	
Caterpillar loader acquired with a financing agreement	$ -

See notes to financial statements.

Business-type Activities - Enterprise Funds				Governmental Activities -
Water Fund	Sewer Fund	Solid Waste Fund	Total	Internal Service Fund
$ 2,615,426	$ 1,825,417	$ 2,719,686	$ 8,470,910	$ -
-	-	-	-	2,756,207
(1,197,714)	(576,841)	(1,569,876)	(3,344,431)	(2,535,252)
(742,153)	(460,528)	(940,036)	(2,142,717)	-
675,559	788,048	209,774	2,983,762	220,955
10,279	71,891	1,180	83,350	375,000
(96,297)	(64,000)	(50,500)	(1,521,178)	-
(86,018)	7,891	(49,320)	(1,437,828)	375,000
(1,644,062)	(952,502)	(339,264)	(2,935,828)	-
71,916	-	-	71,916	-
333,288	228,234	-	561,522	-
10,405	-	-	10,405	-
323,293	-	-	323,293	-
(364,639)	(210,000)	-	(574,639)	-
(65,739)	(4,737)	-	(70,476)	-
(3,799)	-	-	(3,799)	-
(1,339,337)	(939,005)	(339,264)	(2,617,606)	-
299,068	123,134	41,102	463,304	48,934
(450,728)	(19,932)	(137,708)	(608,368)	644,889
6,605,539	2,718,163	1,066,698	10,390,400	812,266
$ 6,154,811	$ 2,698,231	$ 928,990	$ 9,782,032	$ 1,457,155
$ 5,290,430	$ 2,469,642	$ 829,320	$ 8,589,392	$ 1,457,155
864,381	228,589	99,670	1,192,640	-
$ 6,154,811	$ 2,698,231	$ 928,990	$ 9,782,032	$ 1,457,155
$ -	$ -	$ 278,000	$ 278,000	$ -

CITY OF MCCOOK, NEBRASKA

STATEMENT OF CASH FLOWS -
PROPRIETARY FUNDS, Continued

For the year ended September 30, 2024

	Electric and Emergency Fund
Reconciliation of operating income (loss) to net cash provided by operating activities:	
Operating income (loss)	$ 1,306,841
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:	
Depreciation expense	3,540
Change in assets and liabilities:	
Accounts receivable	-
Reinsurance receivable	-
Inventories	-
Customer deposits	-
Accounts payable	-
Claims incurred not paid	-
Sales tax payable	-
Accrued expenses	-
Net cash provided by operating activities	$ 1,310,381

See notes to financial statements.

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Fund
	Water Fund	Sewer Fund	Solid Waste Fund	Total	
$	(256,517)	$ 318,946	$ 99,231	$ 1,468,501	$ 4,155
	1,042,961	491,669	117,373	1,655,543	-
	(55,004)	(24,373)	(19,683)	(99,060)	-
	-	-	-	-	149,900
	(11,162)	-	-	(11,162)	-
	(50)	-	-	(50)	-
	(42,684)	(662)	(4,093)	(47,439)	-
	-	-	-	-	66,900
	(6,887)	422	-	(6,465)	-
	4,902	2,046	16,946	23,894	-
$	675,559	$ 788,048	$ 209,774	$ 2,983,762	$ 220,955

CITY OF MCCOOK, NEBRASKA

STATEMENT OF ASSETS AND FUND BALANCE - MODIFIED CASH BASIS - FIDUCIARY FUNDS

September 30, 2024

	Custodial Funds
ASSETS	
Cash	$ 217,730
FUND BALANCE	
Custodial Funds	$ 217,730

See notes to financial statements.

CITY OF MCCOOK, NEBRASKA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND-BALANCE - MODIFIED CASH BASIS - FIDUCIARY FUNDS

September 30, 2024

	Custodial Funds
REVENUES	
Custodial cash receipts	$ 61,099
EXPENSES	
Custodial cash disbursements	39,972
Net change in fund balance	21,127
Fund balance - September 30, 2023	196,603
Fund balance - September 30, 2024	$ 217,730

See notes to financial statements.

CITY OF MCCOOK, NEBRASKA

NOTES TO FINANCIAL STATEMENTS

INDEX

Page

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Financial Reporting Entity 31
2. Basis of Presentation 32
3. Measurement Focus and Basis of Accounting 35
4. Assets, Liabilities, and Equity 37
5. Revenues, Expenditures, and Expenses 42

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

1. Fund Accounting Requirements 44
2. Deposit Laws and Regulations 45
3. Revenue Restrictions 45
4. Debt Restrictions and Covenants 45
5. Budgetary Data 47

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS

1. Cash 48
2. Restricted Assets 49
3. Accounts and Notes Receivable 50
4. Capital Assets 52
5. Long-term Debt 54
6. Interfund Transactions and Balances 61

NOTE D – OTHER NOTES

1. Employee Pension and Other Benefit Plans 63
2. Risk Management 65
3. Commitments and Contingencies 66
4. Interlocal Agreements 67
5. Union Agreements 68
6. Tax Abatements 69
7. Subsequent Events 69

CITY OF MCCOOK, NEBRASKA

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of McCook, Nebraska (City) are prepared in accordance with the modified cash basis of accounting for governmental and fiduciary funds and the accrual basis for the proprietary funds and discretely presented component unit. The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

The accounting and reporting framework and the more significant accounting principles and practices are discussed in subsequent sections of this Note.

1. Financial Reporting Entity

The City of McCook, Nebraska, was incorporated as a City of the first class in 1933. The City operates under a City Manager form of government. The Mayor is elected by the Council. All members of the City Council are elected on four-year terms. The administration of the City government is performed under the direction of the Council by the City Manager. Services provided to residents include public safety, highways and streets, parks, recreation, water and sanitary sewer systems, garbage collection, and general administrative services.

The City's financial reporting entity comprises the following:

Primary Government:	City of McCook
Discretely Presented Component Units:	Community Development Authority McCook Leasing Corporation

In determining the financial reporting entity, the City complies with the provisions of GASB Statement No. 61, and has addressed all potential component units (traditionally separate reporting entities) for which the City may be financially accountable, and, as such, should be included within the City's financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City. Additionally, the primary government is required to consider other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

1. Financial Reporting Entity, continued

Blended Component Units

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the City Council or the component unit provides services entirely to the City. These component units' funds are blended into those of the City by appropriate activity type to compose the primary government presentation. Currently, the City has no blended component units.

Discretely Presented Component Units

Discretely presented component units are separate legal entities that meet the component unit criteria described above but do not meet the criteria for blending. The following are the discretely presented component units:

	Brief Description of Activities and Relationship to the City
McCook Community Development Agency	On February 20, 2006, the City Council passed an ordinance repealing the CRA and creating a CDA for the City of McCook. The Mayor and the members of the City Council shall constitute the Agency and the City Manager shall serve as the director of the CDA.
McCook Leasing Corporation	Created in 2011 to provide for the construction and issuance of bonds for the construction of the combined Administration and Public Safety building. This entity had no activity during the year ended September 30, 2024.

2. Basis of Presentation

Government-wide Financial Statements

The Statement of Net Position and Statement of Activities display information about the reporting government as a whole. They include all funds of the reporting entity. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

2. Basis of Presentation, continued

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditures/expenses. Funds are organized into two major categories: governmental and proprietary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type.

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least five percent of the corresponding total for all governmental and enterprise funds combined.

The funds of the financial reporting entity are described below:

Governmental Funds

General Fund

The General Fund is the primary operating fund of the City and is always classified as a major fund. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for certain purposes.

Capital Projects Funds

Capital Projects Funds are used to account for resources restricted for the acquisition or construction of specific capital projects.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

2. Basis of Presentation, continued

Governmental Funds, continued

Debt Service Fund

The Debt Service Fund accounts for the accumulation of financial resources for the payment of interest and principal on the general long-term debt of the City other than debt-service payments made by enterprise funds. Ad valorem taxes are used for the payment of principal and interest on the City's general obligation bonds.

Proprietary Funds

Enterprise Funds

Enterprise funds are used to account for business-like activities provided to the general public. These activities are financed primarily by user charges and the measurement of financial activity focuses on net income measurement similar to the private sector.

Internal Service Fund

The Internal Service Fund accounts for activities that provide goods and services to other funds, departments or agencies of the primary government and its component units on a cost-reimbursement basis.

Fiduciary Funds (Not included in government-wide statements)

Custodial Funds

Custodial funds account for assets held by the City in a purely custodial capacity. The reporting entity includes ten custodial funds. Since these funds are custodial in nature (i.e., assets equal liabilities), they do not involve the measurement of results of operations.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

2. Basis of Presentation, continued

Major and Nonmajor Funds

The funds are further classified as major or nonmajor as follows:

Fund	Brief Description
Major:	
Governmental:	
General Fund	See page 33 for description.
Street Fund	The Street Fund is a Special Revenue Fund that accounts for the City's share of highway allocation from the State of Nebraska.
Debt Service Fund	See page 34 for description.
Capital Projects Fund	See page 33 for description.
Grant Fund	The Grant Fund is a Special Revenue Fund that accounts for grant revenue and expenditures.
Economic Development Fund	The Economic Development Fund is a Special Revenue Fund that accounts for sales tax proceeds to be used for LB840 economic development.
Proprietary:	
Enterprise:	
Electric and Emergency, Water, Sewer, and Solid Waste	See page 34 for description.
Nonmajor:	
Governmental:	
Keno Fund	The Keno Fund is a Special Revenue Fund that accounts for Keno proceeds and community betterment expenditures.

3. Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

3. Measurement Focus and Basis of Accounting, continued

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined in item b, below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate:

a. All governmental funds utilize a "current financial resources" measurement focus. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

b. The proprietary funds utilize an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with their activities are reported. Proprietary fund equity is classified as net position.

c. Fiduciary funds are not involved in the measurement of results of operations; therefore, the measurement focus is not applied to them.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the modified cash basis of accounting. This basis recognizes assets, liabilities, net position, revenues, and expenses when they result from cash transactions with a provision for depreciation. This basis is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

As a result of the use of this modified cash basis of accounting, certain assets and their related revenues (such as accounts receivable and revenue for billed or provided services not yet collected) and certain liabilities and their related expenses (such as accounts payable and expenses for goods or services received but not yet paid, and accrued expenses and liabilities) *are not recorded* in these financial statements. Under the modified cash basis of accounting, proceeds from the issuance of long-term debt increase liabilities and payment of long-term debt reduces liabilities. Capital assets are capitalized and depreciation is recognized over the estimated lives of the related assets. Right of use assets and related lease liabilities, as defined by GASB 87 and 96, are not reflected in the accompanying modified cash basis financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

3. Measurement Focus and Basis of Accounting, continued

Basis of Accounting, continued

Business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified cash basis of accounting using a flow of current financial resources measurement focus. Proceeds from issuance of long-term debt are recognized as revenue when received and payment of long-term debt principal is reported as an expenditure when paid. Capital asset purchases are recorded as expenditures and depreciation is not recognized.

All proprietary funds and the discretely presented component units utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or the economic asset is used.

4. Assets, Liabilities, and Equity

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America and the modified cash basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Investments

For the purpose of the Statement of Net Position, “cash and cash equivalents” include all demand accounts and savings accounts. For the purpose of the proprietary fund Statement of Cash Flows, “cash and cash equivalents” include all cash on hand, demand accounts, savings accounts, and equity in pooled cash which has an original maturity of three months or less. The County Treasurer’s cash represents revenues collected not yet remitted to the City.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Cash and Investments, continued

Investments are carried at fair value. Fair value is based on quoted market price. Additional cash and investment disclosures are presented in Notes B2, C1, and D2.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Receivables

In the government-wide statements, receivables consist of all revenues earned at year end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Business-type activities report utility billings as their major receivables.

In the fund financial statements, proprietary fund receivables consist of all revenues earned at year end and not yet received. Utility accounts receivable compose the majority of proprietary fund receivables. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

Inventory

All inventories are valued at cost using the first-in/first-out (FIFO) method.

Restricted Assets

Restricted assets include cash and investments that are legally restricted as to their use. The primary restricted assets are related to debt service and proceeds of specific revenue sources that are legally restricted to expenditures for certain purposes.

Capital Assets

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Capital Assets, continued

Government-wide Statements

In the government-wide financial statements, property and equipment are accounted for as capital assets. The City has a $5,000 capitalization threshold. All capital assets are valued at historical cost or estimated historical cost if actual is unavailable, except for donated capital assets, which are recorded at their estimated fair value at the date of donation. The City has elected the depreciation approach for reporting infrastructure.

Depreciation for capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The ranges of estimated useful lives by type of asset are as follows:

Buildings	25-50 years
Improvements	10-50 years
Machinery and Equipment	3-20 years
Utility System	25-50 years

Beginning October 1, 2003, governmental funds' infrastructure assets were capitalized under the retroactive capitalization method. These assets have been valued at cost. The cost of normal maintenance, preservation, and repairs that do not add to the value of the assets or materially extend the assets' lives are not capitalized.

Fund Financial Statements

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition. Capital assets used in proprietary fund operations are accounted for the same as in the government-wide statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Compensated Absences

The City's policies regarding vacation time and sick leave permit employees to accumulate earned but unused leave. In the event of termination, an employee is paid for all unused accumulated vacation time, accumulated compensatory time, and one-fourth of accumulated sick leave. Accumulated leave is accrued in the accompanying proprietary funds financial statement but not in the governmental funds.

Long-term Debt

The accounting treatment of long-term debt depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

Government-wide Statements

All long-term debt to be repaid from governmental and business-type resources is reported as liabilities in the government-wide statements. The long-term debt consists primarily of notes payable.

Fund Financial Statements

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures. The accounting for proprietary funds is the same in the fund financial statements as it is in the government-wide statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Equity Classifications

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net investment in capital assets – Consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

Governmental fund equity is classified as fund balance. Proprietary fund equity is classified the same as in the government-wide statements.

Effective October 1, 2010, the City adopted GASB Statement No. 54, which redefined how fund balances of the governmental funds are presented in the financial statements. Fund balances are classified as follows:

Nonspendable−Amounts that cannot be spent either because they are not in a spendable form or because they are legally or contractually required to be maintained intact.

Restricted−Amounts that can be spent only for specific purposes because of the City Charter, City Code, state or federal laws or externally imposed conditions by grantors or creditors.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

4. Assets, Liabilities, and Equity, continued

Equity Classifications, continued

Fund Financial Statements, continued

Committed−Amounts that can be used only for specific purposes determined by a formal action by City Council ordinance or resolution.

Assigned−Amounts that are designated by the Mayor for a specific purpose but are not spendable until a budget ordinance is passed by the City Council.

Unassigned−All amounts not included in other spendable classifications.

The details of the fund balances are included in the Governmental Funds Balance Sheet (page 20). Restricted funds are used first as appropriate. Assigned Funds are reduced to the extent that expenditure authority has been budgeted by the City Council or the Assignment has been changed by the Mayor. Decreases to fund balance first reduce Unassigned Fund balance; in the event that Unassigned Fund Balance becomes zero, then Assigned and Committed Fund Balances are used in that order.

5. Revenues, Expenditures, and Expenses

Sales and Use Tax

The City presently levies a 2.0 cent sales tax on taxable sales within the City. The sales tax is collected by the Nebraska Department of Revenue and remitted to the City in the month following receipt. The Nebraska Department of Revenue receives the sales tax approximately one month after collection by vendors. As of October 1, 2006, sales tax collected on the sale of motor vehicles is recorded in the Street Fund as required by LB904. During November 2022, voters approved 0.5 percent for payment of the recreational bonds. The LB840 Fund receives 16.67 percent of the non-motor vehicle sales tax collections for economic development. The balance of the sales tax may be used for budgeted General Fund appropriations and capital projects; purchase of capital equipment; improving, repairing or replacing the City's infrastructure, including but not limited to water quality improvements, City streets, parks, and other public facilities; and repaying or redeeming water, sewer and other City debt.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

5. Revenues, Expenditures, and Expenses, continued

Property Taxes

The City has the power to levy taxes each year sufficient to pay any judgment existing against the City, the interest on bonded debt, and the principal on bonded debt maturing during the fiscal year or within six months thereafter, as well as taxes authorized by state law.

The tax levies for all political subdivisions in Red Willow County are certified by the County Board on or before October 20. Real estate taxes are due on December 31 and attach as an enforceable lien and become delinquent in two equal installments on May 1 and September 1. Personal property taxes are due in the same manner as real estate taxes. Delinquent taxes bear 14 percent interest.

Property taxes levied for 2023-2024 are recorded as revenue when received by the County.

Electrical Distribution System Lease and Wholesale Power Contract

The City of McCook, Nebraska, recognizes revenue under a net lease of the electric distribution system. Rental payments are equal to 12.5 percent of retail revenues from the distribution system, adjusted to eliminate revenues from tax-supported agencies and fuel cost and similar adjustments. The lessee will maintain the electric distribution system pursuant to prudent utility practice and provide insurance thereon.

The lease, entered into on January 1, 2019, is for a 25-year period. The lease is annually renewable thereafter, unless terminated by a minimum of five years prior written notice.

Operating Revenues and Expenses

Operating revenues and expenses for proprietary funds are those that result from providing services and producing and delivering goods and/or services. It also includes all revenue and expenses not related to capital and related financing, noncapital financing, or investing activities.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

5. Revenues, Expenditures, and Expenses, continued

Expenditures/Expenses

In the government-wide financial statements, expenses are classified by function for both governmental and business-type activities.

In the fund financial statements, expenditures are classified as follows:

Governmental Funds – by Character and Function

Proprietary Funds – by Operating and Nonoperating

In the fund financial statements, governmental funds report expenditures of financial resources. Proprietary funds report expenses relating to use of economic resources.

Interfund Transfers

Permanent reallocation of resources between funds of the reporting entity is classified as transfers. For the purposes of the Statement of Activities, all interfund transfers between individual governmental funds have been eliminated.

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

By its nature as a local government unit, the City and its component units are subject to various federal, state, and local laws and contractual regulations. An analysis of the City's compliance with significant laws and regulations and demonstration of its stewardship over City resources follows:

1. Fund Accounting Requirements

The City complies with all state and local laws and regulations requiring the use of separate funds. The legally required funds used by the City include Special Revenue, Debt Service, Capital Projects, and Agency Funds.

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY, continued

2. Deposit Laws and Regulations

Custodial credit risk is the risk that, in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance or with U.S. Treasury and U.S. agency securities having an aggregate value at least equal to the amount of the deposits. The City's demand deposits are insured up to $250,000 and certificates of deposit/savings accounts are insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC). Any cash deposits or certificates of deposit in excess of the FDIC limits are insured by collateral held by the pledging institution in the City's name.

3. Revenue Restrictions

The City has various restrictions placed over certain revenue sources from state or local requirements. The primary restricted revenue sources are described in Note A2 for the various funds.

4. Debt Restrictions and Covenants

Bonds Payable

The various bond ordinances relating to the bonds payable contain some restrictions or covenants that are financial-related. These include covenants such as debt-service coverage requirements and required reserve account balances. The City is in compliance with the bond restrictions and covenants.

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY, continued

4. Debt Restrictions and Covenants, continued

Sewer Loans

The City has established the following accounts to comply with the covenants listed in the sewer loan agreements.

1. Dedicated Source of Revenue for Repayment of the Loans – The City pledges the sewer user charge as the dedicated source of revenue for repayment of the loans.

2. Loan Principal and Interest Redemption Account - Out of the McCook Sewer Fund there shall be credited monthly, on or before the 15th day of each month to the Loan Principal and Interest Redemption Account, the following amounts:

    a) An amount equal to 1/6th of the next maturing semi-annual interest payments. The loan interest reserve was $1,082 at September 30, 2024.

    b) An amount equal to 1/12th of the next maturing annual principal payments. The loan principal reserve was $61,250 at September 30, 2024.

3. Debt Service Reserve – The debt service reserve was $166,257 at September 30, 2024.

Water Loans

The City has established the following accounts to comply with the covenants listed in the water loan agreements.

1. Dedicated Source of Revenue for Repayment of the Loans – The City pledges the water user charge as the dedicated source of revenue for repayment of the loans.

2. Loan Principal and Interest Redemption Account - Out of the McCook Water Fund there shall be credited monthly, on or before the 15th day of each month to the Loan Principal and Interest Redemption Account, the following amounts:

    a) An amount equal to 1/6th of the next maturing semi-annual interest payments. The loan interest reserve was $19,421 at September 30, 2024.

    b) An amount equal to 1/6th of the next maturing semi-annual principal payments. The loan principal reserve was $116,777 at September 30, 2024.

3. Debt Service Reserve – The debt service reserve was $534,068 at September 30, 2024.

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY, continued

5. Budgetary Data

The City is required by state laws to adopt annual budgets for all fund types. Each budget is presented on the cash basis of accounting, which is consistent with the requirements of the state budget act.

The Nebraska Budget Act provides the prescribed budget practices and procedures that governing bodies are required to follow. The amounts that may be budgeted for certain specific funds are subject to various expenditure and/or tax levy limitations.

The City follows these procedures in establishing the budgetary data reflected in the accompanying financial statements.

a. On or before August 1, the City prepares a budget for the fiscal year commencing October 1. The budget includes proposed expenditures and resources available.

b. The budget is published with subsequent public hearings to obtain taxpayer comments.

c. Prior to September 30, the City Council adopts the budget, which is then filed with the appropriate state and county officials.

d. Total expenditures may not legally exceed total appropriations. Appropriations lapse at year end and any revisions require board approval.

e. Appropriations lapse at the end of the fiscal year, except for capital improvement appropriations and certain encumbrances against operating budgets.

f. The County Clerk certifies a preliminary property tax levy for each fund of the City which levied property taxes in the county the previous year based on the combined valuation and amount required for the City the prior year. The preliminary levy becomes the final levy unless the governing board passes, by a majority vote, a resolution setting the levy at a different amount.

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY, continued

5. Budgetary Data, continued

g. The property tax requirements resulting from the budget process are utilized by the County Assessor to establish the tax levy. Taxes are levied annually on or before October 20. Real property taxes and personal property taxes are due December 31 with the first half delinquent May 1 and the second half delinquent September 1.

h. The City of McCook adopts a budget by ordinance for all funds.

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS

The following notes present detail information to support the amounts reported in the financial statements for the City's various assets, liabilities, equity, revenues, and expenditures/expenses.

1. Cash

Deposits

The City's policies regarding deposits of cash are discussed in Note A4. The table presented below is designed to disclose how its deposits were insured or secured with collateral at September 30, 2024. The categories of collateral are defined as follows:

Category 1 – Insured by FDIC or collateralized with securities held by the City (or public trust) or by its agent in its name.

Category 2 – Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the City's name.

Category 3 – Uninsured and uncollateralized; or collateralized with securities held by the pledging financial institution, or by its trust department or agent, but not in the City's name; or collateralized with no written or approved collateral agreement.

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

1. Cash, continued

Deposits, continued

Types of Deposits	Total Bank Balance	Category 1	Category 2	Category 3	Total Carrying Value
Demand deposits	$ 26,228,778	$ 250,000	$ 25,978,778	$ -	$ 25,490,765

Reconciliation to Government-wide Statement of Net Position:	
Primary Government –	
Unrestricted cash and cash equivalents	$ 13,607,736
Restricted cash and cash equivalents	11,539,482
Fiduciary Funds –	
Custodial Funds cash	217,730
Component Unit –	
Unrestricted cash and cash equivalents	125,817
	$ 25,490,765

2. Restricted Assets

The restricted assets as of September 30, 2024, are as follows:

	Governmental Activities	Business-type Activities	Total
Type of Restricted Assets:			
Cash and cash equivalents	$ 10,346,842	$ 1,192,640	$ 11,539,482

The General Fund has $128,815 of cash restricted for cemetery perpetual care. The Street Fund has $1,575,844 of cash restricted for street improvements. The Economic Development Fund has $1,466,606 of cash restricted for economic development. The Debt Service Fund has $432,946 of cash restricted for debt service. The Capital Projects Fund has $2,117,267 of cash restricted for Capital Projects. The Grant Fund has $599,660 of cash restricted for Federal programs and $3,997,737 of cash restricted for the sports complex project. The Keno Fund has $27,967 of cash restricted for community betterment.

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

2. Restricted Assets, continued

The Water Fund has $95,551 restricted for future closure costs on the deep injection well, $98,564 restricted for customer deposits, and $670,266 restricted for debt service. Funds of $228,589 are restricted in the Sewer Fund for debt service. The Solid Waste Fund has funds of $99,670 that are restricted for the future landfill postclosure costs. See Note B4 for additional disclosures.

3. Accounts and Notes Receivable

Accounts receivable of the business-type activities consist of utilities receivables. Receivables detail at September 30, 2024, is as follows:

	Business-type Activities
Accounts receivable	$ 118,212
Unbilled revenue	811,762
Total accounts receivable	$ 929,974

As of September 30, 2024, the City had the following LB840 notes receivable:

	Balance	Terms
Clary Village	$ 116,315	4%; due as TIF proceeds are collected; final maturity 3/31/31
McCook Economic Development Corporation	735	0%; due as TIF proceeds are collected over 15 years
McCook Economic Development Corporation	76,714	0%; due as TIF proceeds are collected over 15 years
HOKYL LLC	96,038	4%; 60 monthly payments of $1,014 due 4/1/24 – 2/1/29 with final balloon payment due 3/1/29

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

3. Accounts and Notes Receivable, continued

Hot Tub Brokers	74,415	2%; 120 monthly payments of $919.56 due 1/1/21 – 12/1/31
Early Morning Cackle	33,085	3%; 120 monthly payments of $538.42 due 5/1/20 – 4/1/30
Straight Align LLC	27,284	3%; 120 monthly payments of $482.80 due 11/1/19 – 10/1/29
McCook Economic Development Corporation	240,341	0%; due with TIF proceeds after bank is paid off over 15 years
American Agricultural Laboratory	18,864	2%; 120 monthly payments of $690.10 due 2/5/17 – 1/5/27
Allowance for uncollectible notes	(116,315)	
	$ 567,476	

The Community Development Agency had the following TIF receivables and payables as of September 30, 2024:

	TIF Receivable	TIF Payable
North Pointe	$ 299,506	$ 299,506
Clary Village	64,779	64,779
Cobblestone	381,440	381,440
Quillan Courts	60,000	60,000
N-Stant Convenience	57,759	57,759
Blackwood Enterprises	176,055	176,055
Infill Housing	39,565	39,565
Restored Homes	36,720	36,720
Holiday Inn	833,960	833,960
Next Generation	1,280,789	1,280,789
	$ 3,230,573	$ 3,230,573
Current portion	$ 561,591	$ 561,591
Long-term portion	2,668,982	2,668,982
	$ 3,230,573	$ 3,230,573

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

4. Capital Assets

Capital asset activity for the year ended September 30, 2024, was as follows:

	Balance at October 1, 2023	Additions	Disposals	Reclass	Balance at September 30, 2024
Governmental Activities:					
Capital assets not being depreciated:					
Land	$ 776,893	$ -	$ -	$ -	$ 776,893
Construction in progress	913,969	6,655,356	-	(17,580)	7,551,745
Total capital assets not being depreciated	1,690,862	6,655,356	-	(17,580)	8,328,638
Other capital assets being depreciated:					
Infrastructure	17,762,146	922,888	-		18,685,034
Buildings and improvements	18,958,028	47,213	(4,085)	17,580	19,018,736
Machinery and equipment	1,316,044	9,849	(30,967)	-	1,294,926
Furniture and equipment	3,493,154	157,181	(21,339)	-	3,628,996
Vehicles	3,769,160	165,828	(202,351)	-	3,732,637
Total other capital assets at historical cost	45,298,532	1,302,959	(258,742)	17,580	46,360,329
Less accumulated depreciation for:					
Infrastructure	(5,666,507)	(365,068)	-	-	(6,031,575)
Buildings and improvements	(11,483,454)	(468,752)	2,468	-	(11,949,738)
Machinery and equipment	(896,929)	(86,809)	30,966	-	(952,772)
Furniture and equipment	(2,400,419)	(307,334)	21,339	-	(2,686,414)
Vehicles	(2,868,101)	(227,999)	111,211	-	(2,984,889)
Total accumulated depreciation	(23,315,410)	(1,455,962) *	165,984	-	(24,605,388)
Other capital assets, net	21,983,122	(153,003)	(92,758)	17,580	21,754,941
Governmental activities capital assets, net	$ 23,673,984	$ 6,502,353	$ (92,758)	$ -	$ 30,083,579

* Depreciation expense was incurred by the following governmental activities:

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

4. Capital Assets, continued

General Fund:	
General government:	
Administration	$ 12,444
Public safety:	
Fire	134,374
Civil defense	9,383
Ambulance	72,003
Municipal Center	131,802
Public safety	505
Police	221,606
Total public safety	569,673
Public works:	
Public works	2,332
Cemetery	24,266
Total public works	26,598
Environment and leisure:	
Airport	165,571
Library	54,274
Parks	83,068
Ball park	14,493
Pool	107
Auditorium	20,812
Public transportation	3,742
Senior Center	37,720
Total environment and leisure	379,787
Total General Fund	988,502
Special Revenue Funds:	
Street	467,460
Total Governmental Activities depreciation expense	$ 1,455,962

Construction in progress at September 30, 2024 consists of $314,953 of costs incurred on the airport master plan update project, $6,705,140 of costs incurred on the swimming pool project, and $531,652 of costs incurred on the Business Park Phase II paving project. See note D3 for additional details regarding commitments remaining on these projects.

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

4. Capital Assets, continued

	Balance at October 1, 2023	Additions	Disposals	Balance at September 30, 2024
Business-type Activities:				
Capital assets not being depreciated:				
Land	$ 485,735	$ -	$ -	$ 485,735
Other capital assets being depreciated:				
Distribution systems	34,554,773	2,479,553	-	37,034,326
Buildings and improvements	5,613,524	107,637	-	5,721,161
Machinery and equipment	3,907,349	626,638	(25,740)	4,508,247
Total other capital assets at historical cost	44,075,646	3,213,828	(25,740)	47,263,734
Less accumulated depreciation for:				
Distribution systems	(22,901,835)	(1,348,264)	-	(24,250,099)
Buildings and improvements	(2,911,956)	(139,980)	-	(3,051,936)
Machinery and equipment	(3,225,569)	(167,299)	25,740	(3,367,128)
Total accumulated depreciation	(29,039,360)	(1,655,543) *	25,740	(30,669,163)
Other capital assets, net	15,036,286	1,558,285	-	16,594,571
Business-type capital assets, net	$ 15,522,021	$ 1,558,285	$ -	$ 17,080,306

* Depreciation expense was charged to functions as follows:

Electric and Emergency	$ 3,540
Water	1,042,961
Sewer	491,669
Solid Waste	117,373
Total Business-type Activities depreciation expense	$ 1,655,543

5. Long-term Debt

The reporting entity's long-term debt is segregated between the amounts to be repaid from governmental activities and amounts to be repaid from business-type activities.

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

5. Long-term Debt, continued

Changes in Long-term Debt

The following is a summary of changes in long-term debt for the year ended September 30, 2024:

Type of Debt	Balance October 1, 2023	Additions	Deductions	Balance September 30, 2024	Amounts Due Within One Year
Governmental Activities:					
Bonds payable	$ 5,680,000	$ 4,070,000	$ (150,000)	$ 9,600,000	$ 180,000
Notes payable	189,251	-	(109,508)	79,743	79,743
Total Governmental-type Activities	$ 5,869,251	$ 4,070,000	$ (259,508)	$ 9,679,743	$ 259,743
Business-type Activities:					
Bonds payable	$ 5,435,000	$ -	$ (540,000)	$ 4,895,000	$ 545,000
Notes payable	919,678	323,293	(34,639)	1,208,332	64,859
Financing agreements	-	278,000	-	278,000	59,894
Deep well abandonment costs	59,830	10,405	-	70,235	-
Landfill closure costs	715,000	-	-	715,000	-
Total Business-type Activities	$ 7,129,508	$ 611,698	$ (574,639)	$ 7,166,567	$ 669,753
Component Units:					
CDA notes payable	$ 3,243,338	$ 373,055	$ (385,820)	$ 3,230,573	$ 561,591

Governmental Activities

The General and Street Funds are making the principal and interest payments on the governmental notes payable and the Capital Projects Fund is making the principal and interest payments on the bonds payable. As of September 30, 2024, the governmental long-term liabilities consisted of the following:

Bonds payable:

On August 15, 2023, the City issued $5,680,000 of Series 2023 Municipal Improvement Bonds to finance the swimming pool project. The bonds are due in annual principal payments commencing September 15, 2024 through September 15, 2043. Interest of 5.0 percent is due in semi-annual payments on March 15 and September 15.	$ 5,530,000

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

5. Long-term Debt, continued

Governmental Activities, continued

Bonds payable, continued:	
On September 20, 2024, the City issued $4,070,000 of Series 2024 Bond Anticipation Notes to finance the sports complex project. The bonds are due September 1, 2026. Interest of 4.25 percent is due in semi-annual payments on March 1 and September 1.	4,070,000
Notes payable:	
Note payable of $127,451 due to Horizon Bank, bearing interest of 3.99 percent. Annual principal and interest payments of $21,227 are due commencing November 1, 2018, through November 1, 2024. The note is secured by self-contained breathing apparatuses.	17,393
Note payable of $159,955 due to McCook National Bank, bearing interest of 4.50 percent. Annual principal and interest payments of $31,068 are due commencing April 1, 2020, through April 1, 2025. The note is secured by a 2019 Ford F-550 ambulance.	29,598
Note payable of $178,691 due to McCook National Bank, bearing interest of 4.50 percent. Annual principal and interest payments of $34,365 are due commencing November 1, 2019, through November 1, 2024. The note is secured by a 2019 Mac Queen street sweeper.	32,752
	$ 9,679,743
Current portion	$ 259,743
Noncurrent portion	9,420,000
Total	$ 9,679,743

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

5. Long-term Debt, continued

Business-type Activities

As of September 30, 2024, the long-term debt payable from proprietary fund resources consisted of the following:

Notes payable:	
$1,650,090 Nebraska Department of Environment and Energy (DEE) water note payable, due in semi-annual principal and interest payments of $41,195 commencing June 15, 2015, through June 15, 2032. The note bears interest of 2.0 percent.	$ 301,733
During the year ended September 30, 2024, the City drew $323,293 on a $2,036,899 Nebraska DEE water note payable, due in semi-annual principal payments of $15,110 commencing December 15, 2024, through June 15, 2054. The note is non-interest bearing.	906,599
Financing agreement:	
On August 19, 2024, the City entered into a $278,000 financing agreement with Caterpillar Financial Services Corporation for a wheel loader, with interest of 5.556 percent. Five annual principal and interest payments of $62,305 are due commencing October 15, 2024 through October 15, 2028.	278,000
Bond payable:	
On August 24, 2021, the City issued $6,555,000 of Series 2021 Combined Utility Revenue Refunding Bonds to refinance the Series 2016 Combined Utility Revenue Refunding Bonds. The bonds are due in annual principal payments commencing June 15, 2022 through June 15, 2036. Interest ranging from 0.35 percent to 2.0 percent is due in semi-annual payments on December 15 and June 15. At September 30, 2024, the Water Fund owed $4,335,000 and the Sewer Fund owed $560,000 of the outstanding bonds.	4,895,000
Total business-type activity notes payable	$ 6,381,332
Current portion	$ 669,753
Noncurrent portion	5,711,579
Total	$ 6,381,332

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

5. Long-term Debt, continued

Component Units:

Community Development Agency:

During the year ended September 30, 2015, the CDA issued a $208,000 note payable to McCook Economic Development Corporation (MEDC) to finance North Pointe redevelopment expenses. This note is non-interest bearing and will be paid off as North Pointe TIF proceeds are collected over 15 years.	$ 299,506
During the year ended September 30, 2015, the CDA issued a $180,000 note payable to MEDC to finance Clary Village redevelopment expenses. This note will be paid off as Clary Village TIF proceeds are collected over 15 years.	64,779
During the year ended September 30, 2016, the CDA entered into a TIF agreement with McCook Hotel Group, LLC for the Cobblestone Hotel Project. This note will be paid to the redeveloper as TIF proceeds are collected over 15 years.	381,440
During the year ended September 30, 2016, the CDA issued a $110,000 note payable to MEDC to finance the Quillan Courts Project. This note will be paid to the redeveloper as Quillan Courts TIF proceeds are collected over 15 years.	60,000
During the year ended September 30, 2020, the CDA entered into a TIF agreement with N-Stant Convenience to finance up to $196,500 on the N-Stant project. This note will be paid to the redeveloper as N-Stant TIF proceeds are collected over 15 years.	57,759
During the year ended September 30, 2020, the CDA entered into a TIF agreement with Blackwood Enterprises to finance up to $200,000 on the Blackwood Enterprises project. This note will be paid to the redeveloper as Blackwood Enterprises TIF proceeds are collected over 15 years.	176,055

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

5. Long-term Debt, continued

Component Units, continued:

Community Development Agency, continued:

During the year ended September 30, 2022, the CDA entered into a TIF agreement with Infill Housing to finance up to $45,225 on the Infill Housing project. This note will be paid to the redeveloper as Infill Housing TIF proceeds are collected over 15 years.	39,565
During the year ended September 30, 2024, the CDA entered into a TIF agreement with Restored Homes to finance up to $104,000 on the Restored Homes project. This note will be paid to the redeveloper as Restored Homes TIF proceeds are collected over 15 years.	36,720
During the year ended September 30, 2016, the CDA entered into a TIF agreement with McCook Lodging, LLC to finance up to $1,400,000 on the Holiday Inn project. TIF collections were deferred until the 2019 tax year due to delays on this project. This note will be paid to the redeveloper as Holiday Inn TIF proceeds are collected over 15 years.	833,960
During the year ended September 30, 2018, the CDA entered into a TIF agreement with Next Generation, Inc. to finance up to $1,744,000 on the Next Generation project. This note will be paid to the redeveloper as Next Generation TIF proceeds are collected over 15 years.	1,280,789
Total component unit debt	$ 3,230,573
Current portion	$ 561,591
Noncurrent portion	2,668,982
Total	$ 3,230,573

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

5. Long-term Debt, continued

Annual debt service requirements to maturity, including principal and interest, for long-term debt as of September 30, 2024, are as follows:

	Business-type Activities				
Year Ending	Direct Placement - Notes Payable			Other Debt Issues - Bonds	
September 30,	Principal	Interest	Fees	Principal	Interest
2025	$ 125,449	$ 8,271	$ 2,929	$ 545,000	$ 61,245
2026	116,453	17,267	2,574	680,000	57,975
2027	119,965	13,754	2,212	330,000	53,215
2028	123,648	10,072	1,843	330,000	50,410
2029	127,509	6,211	1,466	330,000	47,110
2030-2034	268,908	4,116	2,058	1,660,000	174,195
2035-2039	151,100	-	-	1,020,000	33,430
2040-2044	151,100	-	-	-	-
2045-2049	151,100	-	-	-	-
2050-2054	151,100	-	-	-	-
	$ 1,486,332	$ 59,691	$ 13,082	$ 4,895,000	$ 477,580

	Governmental Activities				Component Units	
Year Ending	Direct Placement - Notes		Other Debt Issues-Bonds		Direct Placement Debt	
September 30,	Principal	Interest	Principal	Interest	Principal	Interest
2025	$ 79,743	$ 3,649	$ 180,000	$ 440,346	$ 561,591	$ -
2026	-	-	4,260,000	440,475	446,710	-
2027	-	-	200,000	258,000	446,710	-
2028	-	-	210,000	248,000	446,710	-
2029	-	-	220,000	237,500	441,490	-
2030-2034	-	-	1,280,000	1,010,750	861,793	-
2035-2039	-	-	1,630,000	657,500	25,569	-
2040-2043	-	-	1,620,000	207,500	-	-
	$ 79,743	$ 3,649	$ 9,600,000	$ 3,500,071	$ 3,230,573	$ -

Municipal Solid Waste Landfill Postclosure

The City recognizes a proportionate share of the estimated total current cost of closure and postclosure care costs of the municipal solid waste landfill as an expense and a liability in each period that the landfill accepts solid waste.

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

5. Long-term Debt, continued

Municipal Solid Waste Landfill Postclosure, continued

Under an agreement with the Nebraska Department of Environmental Quality, the City of McCook discontinued acceptance of solid waste after the completion of the current cell on September 1, 1996. According to the engineering study performed for the municipal solid waste landfill, the revised closure costs for the landfill were estimated at $36,000. The postclosure care costs were estimated at $49,835 annually for 30 years after closure as required by EPA rule "Solid Waste Disposal Facility Criteria." The amount accrued has been adjusted for inflation. The total closure and postclosure cost estimate is $1,531,050. The cumulative liability, which is based on the capacity of the landfill used to date, was $715,000 at September 30, 2024. The City of McCook considers this amount available through the normal annual budgeting process. The City has a restricted cash reserve of $99,670 as of September 30, 2024, consisting of a landfill postclosure reserve of $99,670. The City was released from its landfill remedial action reserve in December 2016, so it no longer restricts cash for the remedial action reserve.

Deep Well Abandonment Costs

The City recognizes a proportionate share of the estimated total current cost of well abandonment for the deep injection well as an expense and a liability in each period that the well operates.

Under an agreement with the Nebraska Department of Environmental Quality, the City of McCook established an escrow account with a balance at September 30, 2024, of $95,551 to be used for future deep well abandonment costs. The estimated cost of abandonment is being recognized over the 30-year estimated life of the well. The accrued deep well abandonment cost was $70,235 at September 30, 2024.

6. Interfund Transactions and Balances

Operating transfers:

	Transfers In	Transfers Out
General Fund:		
Keno	$ 50,000	$ -
Grant Fund	30,000	-
Electric and Emergency	935,381	-
Water	95,000	(10,279)
Sewer	64,000	-
Solid Waste	50,500	-
Total General Fund	1,224,881	(10,279)

NOTE C – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS, continued

6. Interfund Transactions and Balances, continued

Operating transfers, continued:

	Transfers In	Transfers Out
Street Fund:		
Capital Projects	707,003	-
Keno Fund:		
General	-	(50,000)
Internal Service Fund:		
Electric	375,000	-
Grant Fund:		
Capital Projects	37,000	-
General	-	(30,000)
Sewer	-	(71,774)
Total Grant Fund	37,000	(101,774)
Capital Projects Fund:		
Street	-	(707,003)
Grant	-	(37,000)
Total Capital Projects Fund	-	(744,003)
Water Fund:		
General	10,279	(95,000)
Sewer	-	(117)
Solid Waste	-	(1,180)
Total Water Fund	10,279	(96,297)
Electric Fund:		
Internal Service Fund	-	(375,000)
General	-	(935,381)
Total Electric Fund	-	(1,310,381)
Sewer Fund:		
General	-	(64,000)
Capital Projects	71,774	-
Water	117	-
Total Sewer Fund	71,891	(64,000)
Solid Waste Fund:		
General	-	(50,500)
Water	1,180	-
Total Solid Waste Fund	1,180	(50,500)
Total Operating Transfers	$ 2,427,234	$ (2,427,234)

NOTE D – OTHER NOTES

1. Employee Pension and Other Benefit Plans

The City participates in three employee benefit plans as follows:

Name of Plan	Type of Plan
City General Plan	Defined Contribution Plan
City Manager Plan	Defined Contribution Plan
Police and Firefighters Plan	Defined Contribution Plan

The City Manager Plan is administered by the City, and the Police and Firefighters Plan and the City General Plan are administered by a third party. None of the plans are included in these financial statements.

City General Plan

The City provides pension benefits for substantially all of the full-time employees (excluding all uniformed personnel covered under other retirement plans) through a defined contribution plan. The defined contribution plan includes all General and Proprietary Fund employees. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings.

Public employees are eligible to participate on the first day of the month following the date on which the employee meets the eligibility requirements. The City contributes up to six percent of the participant's base salary and the employee contributes from six percent to 15 percent of his or her base salary. The City's contributions for each employee (and interest allocated to the employee's account) are fully vested after seven years of continuous service. The City's total payroll and eligible compensation (excluding uniformed personnel) in the year ended September 30, 2024, was $3,731,085 and $3,197,613, respectively. All contributions, including $204,636 in employee contributions and $188,712 in City contributions, have been transferred to the plan's trustee during the year ended September 30, 2024.

NOTE D – OTHER NOTES, continued

1. Employee Pension and Other Benefit Plans, continued

City General Plan, continued

The Public Employee Plan, which is administered by CPI Qualified Plan Consultants, Inc., had plan assets with a market value of $7,494,537 at September 30, 2024.

City Manager Plan

The City Manager currently participates in the City General pension plan. No contributions were made to the City Manager Plan during the year ended September 30, 2024. The balance of $248,515 in the plan at September 30, 2024 represents balances for former City Managers.

Police and Firefighters Plan

The City provides pension benefits for the policemen and the firemen under separate defined contribution plans established by statutes of the State of Nebraska, effective January 1, 1984. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate from the date of employment. The City contributes 7 percent to the policemen's fund and 13 percent to the firemen's fund while the policemen contribute 7 percent and the firemen contribute 6.5 percent. The City's contributions for each fire employee (and interest allocated to the employee's account) are fully vested after seven years of continuous service. The City contributions for each police employee (and interest allocated to the employee's account) vest as follows: 40 percent after 2 years, 60 percent after 4 years, 80 percent after 6 years, and 100 percent after 7 years.

The City's total payroll and eligible compensation for policemen and firemen in the year ended September 30, 2024, was $1,014,195 and $844,252, respectively. All contributions, including $70,994 and $54,877, respectively, in employee contributions and $70,994 and $109,753, respectively, in City contributions, have been transferred to the plan's trustee during the year ended September 30, 2024. The City did not use any of the unallocated account in the policemen's and firemen's pension funds for the City's contribution during the year ended September 30, 2024.

The policemen and firemen plans had plan assets with a market value of $1,758,678 and $4,774,646, respectively, at September 30, 2024.

NOTE D – OTHER NOTES, continued

2. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City purchases commercial insurance to minimize the effect of possible exposure to these risks. There have been no significant reductions in insurance coverage from coverage in the prior year. During the past three fiscal years, there have been no settlements exceeding the amount of the City's insurance coverage.

Deposits and Investments

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. All of the underlying securities for the City's investments at September 30, 2024, are held by the counterparties not in the name of the City. The underlying securities consist of cash, direct obligations of or guaranteed by the full faith and credit of the U.S. Government, and other similar obligations of the U.S. Government or its agencies.

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy requires that market conditions and investment securities be analyzed to determine the maximum yield to be obtained and to minimize the impact of rising interest rates. The City had no certificates of deposit as of September 30, 2024.

Credit Risk. Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The City's investments consist of certificates of deposit, money market funds, and other securities backed by U.S. Government obligations, minimizing credit risk associated with the City's investment portfolio.

Concentration of Credit Risk. The City's investment policy places no limit on the amount that may be invested in any one issuer. At September 30, 2024, the City's bank balances, totaling $25,490,765, were all held at McCook National Bank.

Foreign Currency Risk. This risk relates to adverse effects on the fair value of an investment from changes in exchange rates. The City's investments had no exposure to foreign currency risk and the City held no investments denominated in foreign currency at September 30, 2024.

NOTE D – OTHER NOTES, continued

3. Commitments and Contingencies

Claims and Lawsuits

Various claims and lawsuits are pending against the City. In the opinion of City management, the potential loss on all claims and lawsuits as of September 30, 2024, will not be significant to the City's financial statements.

Construction Commitments

As of September 30, 2024, the City had the following construction/contractual obligations:

Project	Contract Amount	Paid Through 9/30/24	Remaining Commitment	Expected Date of Completion
Airport master plan	$ 360,291	$ 319,195	$ 41,096	May 2025
Comprehensive plan	58,500	43,875	14,625	May 2025
2024 Ford ambulance	347,359	-	347,359	December 2024
2024 Asphalt paving	980,698	320,783	659,915	December 2024
Swimming pool:				
Engineer	326,000	319,480	6,520	
Contractor	6,399,567	6,338,840	60,727	
	6,725,567	6,658,320	67,247	June 2025
Airport fire/rescue vehicle	375,382	-	375,382	November 2025
Business Park-Phase II	649,333	592,991	56,342	December 2024
Refuse transport trailer	99,998	-	99,998	November 2024
South Street water main replacement	981,927	715,917	266,010	November 2024
Rotary fan press	458,790	435,850	22,940	November 2025
Water resource recovery center - engineering	849,700	16,107	833,593	December 2024

NOTE D – OTHER NOTES, continued

3. Commitments and Contingencies, continued

Self-Insurance Fund

The City provides medical and dental insurance for eligible employees using a self-insurance fund. The fund is reported in the Internal Service Fund and is financed by operating transfers from the Proprietary and General Funds of an average amount per employee, which is based on management's previous experience. The Self-Insurance Fund covers up to $45,000 in costs per employee. Any expenses over that amount are covered by an insurance carrier. The City also uses a claims service to handle the insurance claims.

Disability Pension Annuity

On March 16, 2015, the City approved a disability pension annuity distribution for a former police officer. Under terms of the disability annuity agreement, the City will pay the former employee $1,573 per month for the rest of the individual's life.

Other Commitments

The City is party to additional commitments for six copiers with monthly payments totaling $1,023, a digital mailing system for $200 per month, and tower space from McCook Public Power District for $50 per month. Also, the City has a commitment for $2,000 per year for landfill land.

4. Interlocal Agreements

The City has the following interlocal agreements in effect as of September 30, 2024:

Parties to Agreement	Term	Description
Red Willow County	8/7/06 - indefinite	Establish and provide E-911 services
McCook Public Schools and Red Willow County	10/1/11 - indefinite	Joint grant writer services
Red Willow Western Rural Fire Protection District	3/2/02 - indefinite	Hazmat response team assistance

NOTE D – OTHER NOTES, continued

4. Interlocal Agreements

Parties to Agreement	Term	Description
Red Willow County Fire Districts and Municipal Fire Departments	6/18/01 - indefinite	Mutual fire assistance
Red Willow County	10/1/95 - indefinite	Ambulance services
Red Willow County	3/16/20 - 3/16/30	Building inspection and permitting services for Calabria Subdivision
McCook Public Schools	10/19/23 - 10/19/24	School resource officer
Red Willow County	4/1/05 - indefinite	Fuel purchases
Nebraska First Class Cities	10/18/10 - indefinite	Federal transportation funding
Public Alliance for Community Energy	2/19/98 - indefinite	Acquisition, management, distribution, and sale of energy
Red Willow County	10/1/11 - indefinite	Snow removal
Hitchcock and Hayes Counties	3/20/23 - indefinite	Providing NCIC services
West Central Nebraska Development District, Inc.	2/5/2024 - indefinite	Joint planning and development district
McCook Public Schools	8/1/22 - indefinite	Construction of recreational facilities
South Central/Panhandle Nebraska 911 Regional	10/1/23 - indefinite	Sharing 911 infrastructure known as Positron Viper

5. Union Agreements

The City is subject to the following union contracts:

- McCook Professional Firefighters Association Local 2100, Lieutenants CBA
- McCook Professional Firefighters Association Local 2100, Firefighters CBA
- McCook Fraternal Order of Police Lodge 57

NOTE D – OTHER NOTES, continued

6. Tax Abatements

The Community Development Agency (CDA), who is authorized by Nebraska statutes to enter into property tax abatement agreements for the purpose of developing properties in blighted areas, has entered into tax increment financing (TIF) agreements with various redevelopers. The TIF program has the stated purpose of increasing valuation, business activity and employment in the community.

Under the TIF program, redevelopers can apply for TIF financing whereby the property tax they pay on the increased valuation of property under a TIF agreement is returned to the redeveloper by the CDA to finance the project for a period of up to 15 years.

Information relevant to the abatements granted by the CDA for the year ended September 30, 2024 is as follows:

TIF Project:	Date of TIF Agreement	2024 TIF Valuation	TIF Proceeds Received during the year ended 9/30/2024
Keystone	May 2009	$ 1,680,592	$ 29,244
North Pointe	July 2014	2,235,976	37,459
Clary Village	March 2015	247,080	7,420
Cobblestone Hotel	May 2015	2,840,226	49,423
Quillan Courts	June 2016	301,072	7,648
Holiday Inn	March 2016	4,967,146	130,731
Next Generation, Inc.	February 2017	13,480,194	124,712
N-Stant Convenience	April 2020	264,672	4,649
Blackwood Enterprises	March 2020	1,106,563	8,840
Infill Housing	October 2021	288,414	4,550
Restored Homes		145,817	-
			$ 404,676

7. Subsequent Events

Management has evaluated subsequent events through December 23, 2024, the date on which the financial statements were available for issue.

During October 2024, the City purchased land for the sports complex for $3,192,615.

NOTE D – OTHER NOTES, continued

7. Subsequent Events, continued

During November 2024, the City was awarded a $1.5 million grant from Nebraska Department of Economic Development through the Rural Community Recovery Program. The funds are earmarked $500,000 for the Kelley Park all-inclusive playground, $400,000 for a new playground at Barnett Park, and $600,000 for amenities at the new sports complex.

SUPPLEMENTARY AND OTHER INFORMATION

CITY OF MCCOOK, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS - GENERAL FUND

Year ended September 30, 2024

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Taxes:			
Property	$ 1,902,419	$ 1,903,467	$ 1,048
Motor vehicle	170,000	189,847	19,847
Payments in lieu of taxes	110,000	110,946	946
Occupation	151,500	188,092	36,592
Franchise	90,000	98,788	8,788
Sales	1,572,805	1,779,521	206,716
Intergovernmental	622,243	642,425	20,182
Grants	1,172,359	302,302	(870,057)
Charges for services	570,217	1,026,304	456,087
Interest income	115,000	170,699	55,699
Contributions	113,500	131,878	18,378
Sale of assets	-	176,400	176,400
Loan proceeds	375,500	-	(375,500)
Other	190,000	32,101	(157,899)
Total resources	7,155,543	6,752,770	(402,773)
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
General government:			
Administrative	1,206,882	915,635	(291,247)
Publicity	6,750	6,398	(352)
City Council	631,558	162,607	(468,951)
Health operating	916,900	916,900	-
Total general government	2,762,090	2,001,540	(760,550)
Public safety:			
Fire	2,476,336	1,308,893	(1,167,443)
Ambulance	604,995	158,192	(446,803)
Police	2,587,582	2,103,836	(483,746)
Problem response team	-	17,450	17,450
Civil defense	10,456	34,629	24,173
Total public safety	5,679,369	3,623,000	(2,056,369)
Public works:			
Building and zoning	117,690	93,628	(24,062)
Cemetery	234,407	210,649	(23,758)
Total public works	352,097	304,277	(47,820)
Environment and leisure:			
Public transportation	200,864	202,032	1,168
Senior Center	548,343	488,326	(60,017)
Library	404,757	385,435	(19,322)
Parks	309,049	300,965	(8,084)
Ballparks	165,922	110,644	(55,278)
Auditorium	57,603	66,305	8,702
Pool	126,359	106,564	(19,795)
Airport	195,336	183,396	(11,940)
Total environment and leisure	2,008,233	1,843,667	(164,566)
Total charges to appropriations	10,801,789	7,772,484	(3,029,305)

CITY OF MCCOOK, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS - GENERAL FUND, Continued

Year ended September 30, 2024

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
Resources under charges to appropriations	(3,646,246)	(1,019,714)	2,626,532
OTHER FINANCING SOURCES (USES)			
Transfers in	1,244,500	1,224,881	(19,619)
Transfers out	-	(10,279)	(10,279)
Net transfers	1,244,500	1,214,602	(29,898)
RESOURCES AND OTHER FINANCING SOURCES (USES) OVER (UNDER) CHARGES TO APPROPRIATIONS	$ (2,401,746)	$ 194,888	$ 2,596,634

CITY OF MCCOOK, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS - STREET FUND

Year ended September 30, 2024

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Sales tax	$ 213,590	$ 317,878	$ 104,288
Intergovernmental	1,384,694	1,238,507	(146,187)
Grants	-	182,025	182,025
Charges for services	22,386	22,386	-
Contributions	-	1,103,420	1,103,420
Interest income	12,000	29,685	17,685
Total resources	1,632,670	2,893,901	1,261,231
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Public works	1,203,175	1,700,199	497,024
Capital outlay	702,413	1,490,012	787,599
Principal payments on debt	-	61,428	61,428
Interest expense	-	4,183	4,183
Total charges to appropriations	1,905,588	3,255,822	1,350,234
Resources under charges to appropriations	(272,918)	(361,921)	(89,003)
OTHER FINANCING SOURCES			
Transfers in	-	707,003	707,003
RESOURCES AND OTHER FINANCING SOURCES OVER (UNDER) CHARGES TO APPROPRIATIONS	$ (272,918)	$ 345,082	$ 618,000

CITY OF MCCOOK, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS - ECONOMIC DEVELOPMENT FUND

Year ended September 30, 2024

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Sales tax	$ 473,605	$ 547,217	$ 73,612
Interest income	10,000	32,584	22,584
Loan collections	130,000	153,438	23,438
Total resources	613,605	733,239	119,634
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Economic development	1,925,222	580,111	(1,345,111)
RESOURCES OVER (UNDER) CHARGES TO APPROPRIATIONS	$ (1,311,617)	$ 153,128	$ 1,464,745

CITY OF MCCOOK, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS - CAPITAL PROJECTS FUND

Year ended September 30, 2024

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Sales tax	$ 1,606,664	$ 1,734,872	$ 128,208
Interest income	-	94,753	94,753
Total resources	1,606,664	1,829,625	222,961
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Public works	-	1,139	1,139
Capital projects	1,745,205	14,738	(1,730,467)
Principal payments	985,201	150,000	(835,201)
Interest on long-term debt	307,667	307,667	-
Bond fees	-	627	627
Total charges to appropriations	3,038,073	474,171	(2,563,902)
Resources over (under) charges to appropriations	(1,431,409)	1,355,454	2,786,863
OTHER FINANCING USES			
Transfers out	-	(744,003)	(744,003)
RESOURCES AND OTHER FINANCING USES OVER (UNDER) CHARGES TO APPROPRIATIONS	$ (1,431,409)	$ 611,451	$ 2,042,860

CITY OF MCCOOK, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS - GRANT FUND

Year ended September 30, 2024

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Intergovernmental	$ 79,000	$ 40,011	$ (38,989)
Grant revenue	703,600	117,939	(585,661)
Charges for services	20,000	36,350	16,350
Contributions	25,000	135,184	110,184
Interest income	5,000	196,299	191,299
Bond proceeds	-	4,070,000	4,070,000
Insurance proceeds	-	4,886	4,886
Other revenues	-	20,013	20,013
Total resources	832,600	4,620,682	3,788,082
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
General government	442,121	118,344	(323,777)
Public safety	142,112	59,461	(82,651)
Environment and leisure	369,600	86,523	(283,077)
Capital outlay	7,433,941	6,186,858	(1,247,083)
Bond issuance costs	-	67,710	67,710
Total charges to appropriations	8,387,774	6,518,896	(1,868,878)
Resources under charges to appropriations	(7,555,174)	(1,898,214)	5,656,960
OTHER FINANCING SOURCES (USES)			
Transfers in	125,000	37,000	(88,000)
Transfers out	-	(101,774)	(101,774)
Net transfers	125,000	(64,774)	(189,774)
RESOURCES AND OTHER FINANCING SOURCES (USES) UNDER CHARGES TO APPROPRIATIONS	$ (7,430,174)	$ (1,962,988)	$ 5,467,186

CITY OF MCCOOK, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS - DEBT SERVICE FUND

Year ended September 30, 2024

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Interest	$ -	$ 19,374	$ 19,374
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Other improvements	411,745	-	(411,745)
RESOURCES OVER (UNDER) CHARGES TO APPROPRIATIONS	$ (411,745)	$ 19,374	$ 431,119

CITY OF MCCOOK, NEBRASKA

COMBINING STATEMENT OF ASSETS AND FUND BALANCE - MODIFIED CASH BASIS - FIDUCIARY FUNDS

September 30, 2024

	Special Fire	Senior Center Contributions	School	Library Memorial
ASSETS				
Cash	$ 1,158	$ 117,992	$ 1,214	$ 47,786
FUND BALANCE				
Custodial funds	$ 1,158	$ 117,992	$ 1,214	$ 47,786

Von Reissen Library	McCook Volunteer Fire and Rescue	Ambulance	Public Works	Community Paramedic Program	Police	Fire Safety Trailer	Police/ DARE	Total Custodial Funds
$ 1	$ 1,860	$ 3,190	$ 3,815	$ 4,316	$ 25,263	$ 10,948	$ 187	$ 217,730
$ 1	$ 1,860	$ 3,190	$ 3,815	$ 4,316	$ 25,263	$ 10,948	$ 187	$ 217,730

CITY OF MCCOOK, NEBRASKA

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS - FIDUCIARY FUNDS

September 30, 2024

	Special Fire	Senior Center Contributions	School	Library Memorial
REVENUES				
Custodial cash receipts	$ -	$ 39,081	$ 7,595	$ 6,931
EXPENSES				
Custodial cash disbursements	-	2,750	7,595	12,309
Net change in fund balances	-	36,331	-	(5,378)
Fund balances - September 30, 2023	1,158	81,661	1,214	53,164
Fund balances - September 30, 2024	$ 1,158	$ 117,992	$ 1,214	$ 47,786

Von Reissen Library	McCook Volunteer Fire and Rescue	Ambulance	Public Works	Community Paramedic Program	Police	Fire Safety Trailer	Police/ DARE	Total Custodial Funds
$ -	$ 660	$ 1,461	$ 4,680	$ -	$ 371	$ 100	$ 220	$ 61,099
-	474	8,875	6,235	-	-	-	1,734	39,972
-	186	(7,414)	(1,555)	-	371	100	(1,514)	21,127
1	1,674	10,604	5,370	4,316	24,892	10,848	1,701	196,603
$ 1	$ 1,860	$ 3,190	$ 3,815	$ 4,316	$ 25,263	$ 10,948	$ 187	$ 217,730

CITY OF MCCOOK, NEBRASKA

COMBINING STATEMENT OF REVENUES AND EXPENDITURES - MODIFIED CASH BASIS - GENERAL FUND DEPARTMENTS

Year ended September 30, 2024

	Administrative	Publicity	Auditorium	City Council
REVENUES				
Taxes:				
General property tax	$ 1,903,467	$ -	$ -	$ -
Motor vehicle tax	189,847	-	-	-
Payments in lieu of taxes	110,946	-	-	-
Occupation tax	188,092	-	-	-
Franchise	98,788	-	-	-
Sales	1,779,521	-	-	-
Intergovernmental revenue:				
State assistance	437,807	-	-	-
County assistance	-	-	-	-
Rural fire	-	-	-	-
School resource officer	-	-	-	-
Licenses and permits	2,490	-	-	-
Rental and fees	373,025	-	-	-
Admission fees and concessions	-	-	-	-
Grants	-	-	-	-
Contributions	6,741	-	-	-
Interest income	165,064	-	-	-
Sale of assets	176,400	-	-	-
Other receipts	32,101	-	-	-
Total revenues	5,464,289	-	-	-
EXPENDITURES				
Personnel services:				
Salaries and benefits	578,547	-	12,319	9,689
Operating expenses:				
Insurance	10,953	-	31,071	8,159
Interlocal agreement	-	-	-	54,435
Contract services	20,995	-	31	53,553
Professional fees	77,569	-	-	18,000
Meetings, seminars, and dues	32,883	-	-	8,312
Repairs and maintenance	46,126	-	5,529	-
Printing, postage, and publications	8,910	-	-	-
Transportation	9,970	-	-	5,737
Utilities and telephone	2,740	-	17,355	-
Total operating expenses	210,146	-	53,986	148,196
Supplies	14,821	3,315	-	331
Other expenses	18,099	3,083	-	4,391
Capital outlay	76,217	-	-	-
Principal payments	-	-	-	-
Interest on long-term debt	-	-	-	-
Total expenditures	897,830	6,398	66,305	162,607
Excess (deficiency) of revenues over expenditures before transfers	4,566,459	(6,398)	(66,305)	(162,607)
TRANSFERS FROM (TO) OTHER FUNDS	1,194,881	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES AFTER TRANSFERS	$ 5,761,340	$ (6,398)	$ (66,305)	$ (162,607)

Police	Fire	Ambulance	Civil Defense	Building and Zoning	Library	Cemetery
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	3,793	-
72,489	-	-	-	-	-	-
-	55,304	-	-	-	-	-
34,000	-	-	-	-	-	-
-	-	-	-	63,274	-	-
8,259	5,640	409,389	-	-	4,874	870
-	-	-	-	-	-	35,865
6,139	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
120,887	60,944	409,389	-	63,274	8,667	36,735
1,581,272	1,041,301	-	-	83,883	261,902	100,500
103,372	102,828	7,717	761	4,228	19,889	8,834
-	-	-	-	-	-	-
9,479	11,226	59,346	-	500	-	5,000
3,908	-	-	-	405	-	-
13,871	15,546	1,199	-	160	130	-
115,579	64,396	11,653	14,769	2,856	14,705	26,167
-	-	645	-	-	1,146	-
42,531	13,519	6,584	-	267	105	7,847
95,005	5,432	6,401	379	670	14,972	42,372
383,745	212,947	93,545	15,909	9,086	50,947	90,220
12,316	5,009	6,638	-	516	8,944	14,861
28,459	14,123	20,691	-	143	63,642	43
98,044	14,287	6,250	18,720	-	-	-
-	19,701	28,379	-	-	-	-
-	1,525	2,689	-	-	-	-
2,103,836	1,308,893	158,192	34,629	93,628	385,435	205,624
(1,982,949)	(1,247,949)	251,197	(34,629)	(30,354)	(376,768)	(168,889)
30,000	(10,279)	-	-	-	-	-
$ (1,952,949)	$ (1,258,228)	$ 251,197	$ (34,629)	$ (30,354)	$ (376,768)	$ (168,889)

CITY OF MCCOOK, NEBRASKA

COMBINING STATEMENT OF REVENUES AND EXPENDITURES - MODIFIED CASH BASIS - GENERAL FUND DEPARTMENTS, Continued

Year ended September 30, 2024

	Parks	Ballparks	Pool	Airport
REVENUES				
Taxes:				
General property tax	$ -	$ -	$ -	$ -
Motor vehicle tax	-	-	-	-
Payments in lieu of taxes	-	-	-	-
Occupation tax	-	-	-	-
Franchise	-	-	-	-
Sales	-	-	-	-
Intergovernmental revenue:				
State assistance	-	-	-	-
County assistance	-	-	-	-
Rural fire	-	-	-	-
School resource officer	-	-	-	-
Licenses and permits	-	-	-	-
Rental and fees	-	-	-	75,654
Admission fees and concessions	-	-	34,364	-
Grants	-	-	-	-
Contributions	-	-	-	-
Interest income	-	-	-	-
Sale of assets	-	-	-	-
Other receipts	-	-	-	-
Total revenues	-	-	34,364	75,654
EXPENDITURES				
Personnel services:				
Salaries and benefits	162,701	53,392	36,744	84,441
Operating expenses:				
Insurance	19,063	9,094	2,115	27,037
Interlocal agreement	-	-	-	-
Contract services	-	-	-	-
Professional fees	-	-	225	1,993
Meetings, seminars, and dues	101	-	80	1,205
Repairs and maintenance	21,695	11,199	4,315	40,360
Printing, postage, and publications	-	-	-	-
Transportation	8,218	3,566	-	6,357
Utilities and telephone	34,488	27,960	14,447	17,533
Total operating expenses	83,565	51,819	21,182	94,485
Supplies	15,443	5,433	37,201	1,084
Other expenses	-	-	4,996	3,386
Capital outlay	39,256	-	6,441	-
Principal payments	-	-	-	-
Interest on long-term debt	-	-	-	-
Total expenditures	300,965	110,644	106,564	183,396
Excess (deficiency) of revenues over expenditures before transfers	(300,965)	(110,644)	(72,200)	(107,742)
TRANSFERS FROM (TO) OTHER FUNDS	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES AFTER TRANSFERS	$ (300,965)	$ (110,644)	$ (72,200)	$ (107,742)

Problem Response Team	Uncollectible Tax	Senior Center	HandiBus	Health Operating	Perpetual Care	Total
$ -	$ -	$ -	$ -	$ -	$ -	$ 1,903,467
-	-	-	-	-	-	189,847
-	-	-	-	-	-	110,946
-	-	-	-	-	-	188,092
-	-	-	-	-	-	98,788
-	-	-	-	-	-	1,779,521
-	-	333	38,699	-	-	480,632
-	-	-	-	-	-	72,489
-	-	-	-	-	-	55,304
-	-	-	-	-	-	34,000
-	-	-	-	-	-	65,764
-	-	-	3,600	-	9,000	890,311
-	-	-	-	-	-	70,229
-	-	192,520	103,643	-	-	302,302
-	-	111,014	14,123	-	-	131,878
-	-	-	-	-	5,635	170,699
-	-	-	-	-	-	176,400
-	-	-	-	-	-	32,101
-	-	303,867	160,065	-	14,635	6,752,770
-	-	212,116	161,903	916,900	-	5,297,610
-	-	14,945	9,517	-	-	379,583
-	-	5,727	-	-	-	60,162
17,450	-	31	-	-	1,875	179,486
-	-	2,548	1,245	-	-	105,893
-	-	327	1,200	-	-	75,014
-	-	11,246	6,472	-	3,150	400,217
-	-	1,299	10	-	-	12,010
-	-	539	15,044	-	-	120,284
-	-	16,427	2,235	-	-	298,416
17,450	-	53,089	35,723	-	5,025	1,631,065
-	-	27,325	355	-	-	153,592
-	17,805	195,796	4,051	-	-	378,708
-	-	-	-	-	-	259,215
-	-	-	-	-	-	48,080
-	-	-	-	-	-	4,214
17,450	17,805	488,326	202,032	916,900	5,025	7,772,484
(17,450)	(17,805)	(184,459)	(41,967)	(916,900)	9,610	(1,019,714)
-	-	-	-	-	-	1,214,602
$ (17,450)	$ (17,805)	$ (184,459)	$ (41,967)	$ (916,900)	$ 9,610	$ 194,888

CITY OF MCCOOK, NEBRASKA

COMBINING STATEMENT OF NET POSITION - COMPONENT UNITS

September 30, 2024

	Community Development Agency	McCook Leasing Corporation	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 125,817	$ -	$ 125,817
Current portion of note receivable	561,591	-	561,591
Total current assets	687,408	-	687,408
Noncurrent assets:			
Noncurrent portion of note receivable	2,668,982	-	2,668,982
Total assets	3,356,390	-	3,356,390
LIABILITIES			
Current liabilities:			
Current portion of long-term obligations	561,591	-	561,591
Noncurrent liabilities:			
Noncurrent portion of long-term obligations	2,668,982	-	2,668,982
Total liabilities	3,230,573	-	3,230,573
NET POSITION			
Unrestricted	$ 125,817	$ -	$ 125,817

See notes to financial statements.

CITY OF MCCOOK, NEBRASKA

COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS

For the year ended September 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions
Component units:			
Community Development Agency	$ 1,398,567	$ 33,889	$ 994,341
McCook Leasing Corporation	-	-	-
Total component units	$ 1,398,567	$ 33,889	$ 994,341

See notes to financial statements.

Capital Grants and Contributions		Net (Expenses) Revenues and Changes in Net Position Primary Government Community Development Agency	McCook Leasing Corporation	Total
$	-	$ (370,337)	$ -	$ (370,337)
	-	-	-	-
$	-	(370,337)	-	(370,337)
General revenues:				
TIF proceeds		404,676	-	404,676
Payments in lieu of tax		3,806	-	3,806
Interest income		4,350	-	4,350
Change in net position		42,495	-	42,495
Net position - September 30, 2023		83,322	-	83,322
Net position - September 30, 2024		$ 125,817	$ -	$ 125,817

SINGLE AUDIT REPORTS

CITY OF MCCOOK, NEBRASKA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal AL Number	Pass-Through Identifying Number	Expenditures	
Department of Transportation				
Passed Through Nebraska Department of Transportation:				
Public Transportation for Nonurbanized Areas	20.509	71120N	$ 105,061	
Airport Improvement Program	20.106	F3MCK18	64,563	
Highway Safety Cluster:				
State and Community Highway Safety	20.600	47-6006273	20,664	
Total Passed Through Nebraska Department of Transportation/Total Department of Transportation			190,288	
Department of Health and Human Services				
Passed Through West Central Nebraska Area Agency on Aging:				
Aging Cluster:				
Title III, Part B - Supportive Services and Senior Centers	93.044	47-6006273	29,846	
Title III, Part C - Nutrition Services	93.045	47-6006273	130,758	
Nutrition Services Incentive Program	93.053	47-6006273	24,028	
Total Aging Cluster/Total Passed Through West Central Nebraska Area Agency on Aging/Total Department of Health and Human Services			184,632	
Environmental Protection Agency				
Passed Through Nebraska Department of Environment and Energy:				
Drinking Water State Revolving Fund	66.468	D311681	765,204	*
Department of the Treasury				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	n/a	106,399	
Total Federal Awards			$ 1,246,523	

*Major Program

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant and loan activity of the City of McCook, Nebraska, and is presented on the cash basis of accounting. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the financial statements

The City has not elected to use the 10 percent de minimis cost rate.

AMGL
CPAs & Advisors

SHAREHOLDERS:
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon
Jamie L. Clemans
Travis L. Arnold

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and
Members of the City Council
City of McCook, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities - modified cash basis, the business-type activities - accrual basis, the aggregate discretely presented component units - accrual basis, each major fund - modified cash basis for the governmental funds and accrual basis for the proprietary funds, and the aggregate remaining fund information - modified cash basis for the governmental and fiduciary funds of the City of McCook, Nebraska, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's financial statements, and have issued our report thereon dated December 23, 2024. Our report on the financial statements disclosed that, as described in Note A to the financial statements, the City of McCook, Nebraska, prepares its financial statements for the governmental funds on the modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of McCook's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

A PROFESSIONAL CORPORATION

Wealth Management, LLC Registered Investment Advisor, is affiliated with AMGL, P.C.
and offers wealth management and investment advisory services.

control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as 2024-001, that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of McCook's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of McCook's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of McCook's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

AMGL, P.C.

Grand Island, Nebraska
December 23, 2024

AMGL
CPAs & Advisors

SHAREHOLDERS:
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon
Jamie L. Clemans
Travis L. Arnold

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and
Members of the City Council
City of McCook, Nebraska

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of McCook, Nebraska's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2024. The City of McCook, Nebraska's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of McCook, Nebraska complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of McCook, Nebraska and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of McCook, Nebraska's compliance with the compliance requirements referred to above.

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

A PROFESSIONAL CORPORATION

Wealth Management, LLC Registered Investment Advisor, is affiliated with AMGL, P.C.
and offers wealth management and investment advisory services.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City of McCook, Nebraska's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of McCook, Nebraska's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of McCook, Nebraska's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of McCook, Nebraska's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City of McCook, Nebraska's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of McCook, Nebraska's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

AWGL, PC.

Grand Island, Nebraska
December 23, 2024

CITY OF MCCOOK, NEBRASKA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year ended September 30, 2024

1. A summary of auditor's results:

   (i) Unmodified opinions were issued on all opinion units of the City of McCook, Nebraska, as of September 30, 2024, and for the year then ended.

   (ii) One significant deficiency disclosed during the audit of the financial statements is reported in the "Independent Auditor's Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*." The significant deficiency is not reported as a material weakness.

   (iii) The audit disclosed no instances of noncompliance that are material to the financial statements of the City of McCook, Nebraska.

   (iv) The audit did not disclose any significant deficiencies in the internal control over major programs for the City of McCook, Nebraska.

   (v) An unmodified opinion was issued on compliance for major programs.

   (vi) The audit did not disclose any audit findings that we are required to report under 2 CFR section 200.516(a).

   (vii) Major Program: #66.468 – Drinking Water State Revolving Fund.

   (viii) The dollar threshold used to distinguish between Type A and Type B programs was $750,000.

   (ix) The City of McCook, Nebraska did not qualify as a low-risk auditee.

2. Findings relating to the financial statements that are required to be reported in accordance with GAGAS.

2024-001

Condition: There is not adequate segregation of duties.

Criteria: Adequate segregation of duties should be in place to ensure internal control over cash receipts, disbursements, and recording of transactions.

Cause: There are a limited number of accounting personnel.

Effect: Because of the lack of segregation, the same employees may participate in multiple facets of a transaction.

Recommendation: Management should remain aware of this lack of segregation and continue diligence in oversight and review of transactions.

Views of Responsible Officials and Planned Corrective Actions: It is impractical to further segregate duties due to the limited number of accounting personnel. However, management will continue to review/provide oversight of transactions.

3. Findings and questioned costs for Federal awards that shall include audit findings as defined in 2 CFR section 200.516(a).

None

CITY OF MCCOOK, NEBRASKA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year ended September 30, 2024

Findings noted during the audit of the financial statements and reported in accordance with GAGAS for the year ended September 30, 2023:

2023-001 - Significant Deficiency

Condition: There is not adequate segregation of duties.

Status: This condition still exists, as it is impractical to further segregate duties due to the limited number of accounting personnel. However, management will continue to review/provide oversight of transactions.

City of McCOOK

EQUAL HOUSING OPPORTUNITY

P.O. BOX 1059 · 505 West C Street · McCOOK, NE 69001 · PHONE (308) 345-2022 · FAX (308) 345-1461

Finding Number	Planned Corrective Action	Anticipated Completion Date	Responsible Contact Person
2024-001	While it is impractical to further segregate duties due to the limited number of accounting personnel, management and the City Council will continue to review, monitor and provide oversight of transactions.	Ongoing monitoring	Lea Ann Doak

AMGL
CPAs & Advisors

SHAREHOLDERS:
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon
Jamie L. Clemans
Travis L. Arnold

To the Honorable Mayor and City Council
City of McCook
McCook, Nebraska

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of McCook for the year ended September 30, 2024, and have issued our report thereon dated December 23, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 12, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of McCook are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended September 30, 2024. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

> Management's estimate of the collectability of accounts receivable is based on historical utility revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the collectability of accounts receivable in determining that it is reasonable in relation to the financial statements taken as a whole.

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

A PROFESSIONAL CORPORATION

Wealth Management, LLC Registered Investment Advisor, is affiliated with AMGL, P.C.
and offers wealth management and investment advisory services.

Management's estimate of the depreciation of capital assets is based on the estimated useful life of the capital asset. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Six audit adjustments increased the fund balances of the City's governmental funds by $6,760. Seventeen audit adjustments increased the net position of the City's business-type funds by $1,443,447. Two audit adjustments did not change the net position of the City's component units. The following material misstatements detected as a result of audit procedures were corrected by management:

1. Depreciation expense of $1,655,543 was recorded on the business-type funds, decreasing capital assets and increasing expenses.

2. Unbilled revenue and revenue were both increased $72,743 on the business-type funds.

3. Accounts receivable and revenue were both increased $26,367 on the business-type funds.

4. Capital asset additions of $2,374,306 were reclassified on the business-type funds, increasing capital assets and decreasing expenses.

5. Capital assets and contributions in aid of construction were both increased $561,522 on the business-type funds.

6. Accounts payable and various expenses were decreased $46,997 on the business-type funds.

7. Principal payments and loan proceeds were reclassified and a $278,000 financed equipment purchase was recorded, increasing long-term debt $8,566 on the business-type funds.

8. Self-insurance claims incurred but not paid and claims expense were increased $216,800.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 23, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

In connection with our audit of the financial statements of the City of McCook as of September 30, 2024, we noted certain matters that we believe you should consider. Our observations were formed as a by-product of our audit procedures, which did not include a comprehensive review for the purpose of submitting detailed recommendations.

1. During the year ended September 30, 2024, the Economic Development Fund loaned MEDC $240,341.37; however, there was not a signed promissory note documenting the terms of the loan. We recommend having signed loan paperwork in place before advancing loans in the future.

Other Matters

We were engaged to report on the Fiduciary Funds combining statement of assets and liabilities, General Fund departmental combining statement of revenues and expenditures, and component unit combining statements, which accompany the financial statements but are not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information

is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the management's discussion and analysis and budgetary comparison schedules, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City of McCook and is not intended to be and should not be used by anyone other than these specified parties.

AMGL, P.C.

Grand Island, Nebraska
December 23, 2024

AMGL
CPAs & Advisors

SHAREHOLDERS:
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon
Jamie L. Clemans
Travis L. Arnold

To the Honorable Mayor and City Council
City of McCook
McCook, Nebraska

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of McCook as of and for the year ended September 30, 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the City of McCook's internal control to be significant deficiencies:

> The size of the City's accounting and administrative staff precludes certain internal controls that would be preferred if the office staff were large enough to provide optimum segregation of duties. This lack of segregation of duties creates an opportunity for employees to commit fraud that may go undetected. This situation suggests that the City Council remain involved in the financial affairs of the City to provide oversight and independent review functions.

Wealth Management, LLC Registered Investment Advisor, is affiliated with AMGL, P.C.
and offers wealth management and investment advisory services.

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

A PROFESSIONAL CORPORATION

This communication is intended solely for the information and use of management, the City Council, and others within the City, and is not intended to be and should not be used by anyone other than these specified parties.

AMGL, P.C.

Grand Island, Nebraska
December 23, 2024

CITY MANAGER'S REPORT
JANUARY 20, 2025 CITY COUNCIL MEETING

ITEM: **3.A.**

Approve the minutes of the January 6, 2025 regular Council meeting.

BACKGROUND:

Receive and approve the minutes.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk — January 15, 2025

McCook City Council
January 6, 2025
5:30 P.M. 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 Taylor, Councilmembers Calvin, Weedin, Muehlenkamp, Rambali.

Absent: None.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on January 2, 2025, 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 Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Invocation was provided by Jeff Donelan, McCook Evangelical Free Church. Following the Pledge of Allegiance to the flag of the United States of America, Mayor Taylor called the meeting to order.

1. Announcements & Recognitions.

Police Chief Hodgson introduced new police officer Lane Kuper, who comes to the city from the sheriff's office and has over two years of experience.

Fire Chief Harpham recognized Linda Koetter and Sharon Rogers, Horizon Bank representatives, who presented the Fire Department with a generous $10,000 donation to be utilized for firefighter training purposes.

City Manager Schneider informed the Council that a meeting of the Sports Complex Committee is scheduled for tomorrow at 5:30 P.M. in the upstairs training room, staff will be meeting with Miller & Associates this coming Thursday for further review of the comprehensive plan and zoning ordinances before taking them back to the committee; and that the Library is without heat due to HVAC pump issues and will be closed until necessary repairs have been made.

2. Public Hearings.

2.A. Conduct a public hearing on the application of Eagles Fraternal Order 2769; dba "Fraternal Order of Eagles #2769", for a Class "C" - (Beer, Wine, Distilled Spirits, On and Off Sale) license under the Nebraska Liquor Control Commission, to be located at 805 East "B" Street, McCook, Nebraska; replacing existing License #I-003700.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the application of Eagles Fraternal Order 2769; dba "Fraternal Order of Eagles #2769", for a Class "C" - (Beer, Wine, Distilled Spirits, On and Off Sale) license under the Nebraska Liquor Control Commission, to be located at 805 East "B" Street, McCook, Nebraska; replacing existing License #I-003700, with the City Attorney to act as hearing officer. This motion, made by Muehlenkamp and seconded by Taylor, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated January 6, 2025 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Redacted application and all attachments (14 pages); and Exhibit #4 - Police Department Report (6 pages). All exhibits were accepted into evidence, comments were taken from staff and the applicant before opening to public for comments.

No additional comments were presented by the City.

Gary Lofton, operator for the Eagles Club was present to address questions from the Council. They currently hold a Class I licenses which is on sale only. They are applying for a Class "C" license which allows for on and off sale.

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

2.B. Recommend approval to the Nebraska Liquor Control Commission the application of Eagles Fraternal Order 2769; dba "Fraternal Order of Eagles #2769", for a Class "C" - (Beer, Wine, Distilled Spirits, On and Off Sale) license under the Nebraska Liquor Control Commission, to be located at 805 East "B" Street, McCook, Nebraska; replacing existing License #I-003700.

Motion to recommend approval to the Nebraska Liquor Control Commission the application of Eagles Fraternal Order 2769; dba "Fraternal Order of Eagles #2769", for a Class "C" - (Beer, Wine, Distilled Spirits, On and Off Sale) license under the Nebraska Liquor Control Commission, to be located at 805 East "B" Street, McCook, Nebraska; replacing existing License #I-003700. This motion, made by Weedin and seconded by Calvin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3. Consent Agenda.

Motion to approve the consent agenda. This motion, made by Weedin and seconded by Rambali, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

3.A. Approve the minutes of the December 16, 2024 regular City Council meeting and the December 23, 2024 special City Council meeting.

3.B. Adopt Resolution No. 2025-01 authorizing the City of McCook to join with Nebraska Public Power District (NPPD) as a co-applicant to the Nebraska Power Review Board for an amendment to NPPD's retail service area.

3.C. Reject the lease between the City of McCook and Cleo Spencer d/b/a Red Willow Aviation.

3.D. Approve an easement from the City of McCook in favor of Charlie and Trina McPherson, allowing for the McPherson's to maintain an access easement for property owned by the City and identified as Parcel ID #000953100.

4. Regular Agenda.

4.A. Discuss a potential McCook Economic Development Corporation (MEDC) workforce housing development project on property owned by the City of McCook, said parcel identified as Parcel ID #000894200, at the intersection of East "C" Street and East 11th Street.

Amanda Engell, Housing Director for the MEDC, was present to address any questions from the Council. She presented this request at the December 16 Council meeting.

City Manager Schneider presented a memo from City Attorney Mustion that effectively outlines where the city stands concerning statutory and ordinance requirements and has offered some options on how the city can move forward with this request. Mr. Mustion's memo includes a proposed ordinance if the Council approves moving forward with the request.

It was the consensus of the Council to move forward as outlined in City Attorney Mustion's memo.

4.B. Update regarding the sports complex project.

City Manager Schneider gave an update regarding the sports complex project.

4.C. Ordinance No. 2024-3092 amending the City of McCook Code of Ordinances Chapter 52, entitled "Water" in Title V "Departments", repealing Section 52.28 - Unsafe Connection; Backflow Hazard and adding Subchapter "Cross Connection Control"; Chapter 50, entitled "Municipal Utilities" in Title V "Departments", Section 50.01 Delinquent Bill charges; and

Chapter 38, entitled "Fee Schedule" in Title III "Administration", Appendix C: Delinquent Bill Charges

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3092 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 52, ENTITLED "WATER" IN TITLE V "DEPARTMENTS", BY REPEALING SECTION 52.28 - UNSAFE CONNECTION; BACKFLOW HAZARD AND ADDING SUBCHAPTER "CROSS CONNECTION CONTROL"; CHAPTER 50, ENTITLED "MUNICIPAL UTILITIES" IN TITLE V "DEPARTMENTS", SECTION 50.01 DELINQUENT BILL CHARGES; CHAPTER 38, ENTITLED "FEE SCHEDULE" IN TITLE III "ADMINISTRATION", APPENDIX C: DELINQUENT BILL CHARGES; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2024-3092 has been introduced, read by title, and I move to approve upon its second of three readings. This motion, made by Rambali and seconded by Muehlenkamp, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4.D. Council Comments.

There were no council comments.

4.E. An Executive Session may be held upon a majority vote of the Council for the protection of public interest for a strategy session with respect to pending litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin.

Motion to go into executive session for the protection of public interest for a strategy session with respect to potential litigation - property located at 1111 East "H" Street, Cindy and Ron Sabin at 5:56 P.M. This motion, made by Calvin and seconded by Taylor, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Mayor Taylor stated for the record that at this time, pursuant to the Nebraska Open Meetings Act, a closed session will be held for the purpose of the protection of public interest for a strategy session with respect to potential litigation - property located 1111 East "H" Street, Cindy and Ron Sabin. The Council will reconvene in public session following this closed session.

Included in the executives session were City Manager Schneider, City Attorney Mustion, Assistant City Manager Koetter, and City Clerk Doak.

Motion to come out of executive session at 6:07 P.M. This motion, made by Calvin and seconded

by Weedin, passed.
Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:08 P.M.

_____
Linda Taylor, Ex-officio Mayor
and Council President

ATTEST:

_____
Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
JANUARY 20, 2025 CITY COUNCIL MEETING

ITEM: 3.B.

Receive and file the claims for the month of December 2024, published January 20, 2025.

BACKGROUND:

Claims are presented to the Council and published each month as outlined in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak, City Clerk — January 14, 2025

Tera Koetter, Assistant City Manager — January 14, 2025

Nathan A. Schneider, City Manager — January 14, 2025

CITY OF MCCOOK
CLAIMS FOR DECEMBER 2024

ABBREVIATIONS FOR LEGALS: PS - PERSONAL SERVICES; S- SUPPLIES; SC - SERVICES & CHARGES; CO - CAPITAL OUTLAY; BT - BUDGET TRANSFERS

20/20 TECHS-SC 5017.12; 7-D LOCKSHOP-S 190.00; ACE-S 1639.78, CO 54.80; AKRS-S 507.86; AMERICAN AG LAB-SC 950.68; AMERICAN ELECTRIC-S 409.36; AMERICAN LEGAL PUBLISHING-SC 399.00; AMERITAS-CLAIMS-SC 5320.60; AMERITAS-DENTAL-SC 399.63; ANYTIME TRI-STATE TOWING-SC 320.00; AR REFUNDS-126.00'AT&T-SC 446.12; AURORA COOP-S 8992.03; AVFUEL CORP-S 21509.70; BETTER HOMES & GARDENS-S 36.44; BICYCLING MAGAZINE-S 34.97; BLACK HILLS ENERGY-SC 5774.73; BLACKWOOD ENTERPRISES-SC 5022.70; BOMGAARS-S 943.33; BROWN & BROWN INS.-SC 10000.00; BW TELECOM-SC 144.14; C&K-S 99.98; CAMBRIDGE TELEPHONE-SC 234.12; CAROLINA SOFTWARE-S 711.35; CARQUEST-S 2371.26; CASH WA-S 15558.45; CDW-G-SC 1223.60; CENTRAL NE BOBCAT-S 32.49; CENTURY LINK-SC 901.16; N CHITWOOD-SC 108.00; CHURCHICH RECREATION-S 5769.25; CITY OF MCCOOK-PS 698791.25; CITY SELF INS-BT 529678.98; SALES TAX-BT 43488.85; TRANSFER STATION-S 7260.98; UTILITIES-SC 10873.60; CLARION EVENTS-SC 2431.00; CREATIVE PRODUCT SOURCING-S 1012.71; J CROCKER-SC 112.78; CULLIGAN-S 68.82; D&S HARDWARE-SC 14, S 445.55; DAS ACCT-SC 1069.50, S 66.00; DATA443 RISK MITIGATION-SC 219.42; DEVENEY-SC 70.30; DIAMOND VOGEL-CO 190.95; DVORAK LAW-SC 474.00; EAKES-S 2712.85, SC 1517.94; EMBERS-SC 61.56; ENGINEERED CONTROLS-CO 12950.00; ENVIRONMENTAL ANALYSIS-SC 231.88; P FAWVER-SC 108.00; FICA-PS 35383.82; FORENSIC EDUCATION-SC 450.00; FRONTIER COMMUNICATIONS-SC 34.19; GALLS-S 123.06; GARRISONS-S 208.00; GERIH CONCRETE-CO 9780.00; GOOGLE SVCS-SC 534.00; GRAHAM TIRE-S 2265.60; GREAT PLAINS COMM-SC 3262.81; HEARTLAND NEW HOLLAND-S 269.27; HENNING BROS-SC 80.00; HG KLUG-S 101.32, SC 16.19; HIGH PLAINS RADIO-SC 186.00; HOMETOWN LEASING-SC 2949.82; HONORBOUND IT-S 549.99; HYDROVAC SUPPLY-S 497.00; IDEAL LINEN-S 87.07; IAF-SC 98.33; ICC-SC 170.00; J BAR J LANDFILL-SC 40847.42; JOHNSTONE SUPPLY-S 43.53; JUSTICE DATA SOLUTIONS-SC 3400.00; K&C GRAIN-S 10822.50; KATHRYN ESNER-SC 3481.25; KIDS REFERENCE CO-S 238.87; KNL HOLDINGS-CO 199996.00; KNOBEL REFRIGERATION-SC 802.00; KNOWLEN & YATES-S 630.00; KOHL'S-S 958.72; LEGAL & LIABILITY RISK MGMT-SC 150.00; LIFE ASSIST-S 897.91; LINCOLN WINWATER WORKS CO-S 1021.79; D LYONS-SC 50.50; LYNN PEAVY CO-S 225.45; MACQUEEN EQ-S 7137.86; MARC-CO 292.06; MARIS GEN CONST-S 1485.50; MATT FRIEND TRUCK-SC 46550.00; MC CONCRETE-S 847.10; MC GAZETTE-SC 670.23; MC HUMANE SOCIETY-S 4727.83; MPPD-SC 739.84; MCNET

SC 109.90; MCKESSON MEDICAL-S 941.60; MEAD LUMBER-S 51.05; MEDICARE-PS 9842.32; MICROMARKETING-S 4958.98; MIDLANDS CONTRACTING-CO 29500.00; MIDWEST CONNECT- SC 2517.52; MILCO ENVIRONMENTAL SRVS.-SC 267.50; MILLER & ASSOC.-SC 127.50, CO 21476.00; B MINTLING-S 3740.00; MOBOTREX-SC 1180.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 6005.55; MUNICIPAL SUPPLY-S 25023.77, SC 6490.98; MUTUAL OF OMAHA-S 1106.99; NE MUNICIPAL CLERK INSTITUTE-SC 273.00; NE DEPT REV-SC 12710.88; NE SAFETY & FIRE EQ-S 600.00; NE STATE FIRE MARSHALL-S 240.00; NEBRASKA CHAPTER IAAI-SC 80.00; NEBRASKA LAW ENF INTEL-SC 15.00; NEBRASKA TRUCK-S 4436.22; NEBRASKALAND TIRE-S 662.49, CO 3235.56; NEXT GEN-SC 109858.70; NICK'S DIST-S 1087.87; NPPD-SC 27564.02; O'REILLY AUTO-S 112.39; ODEYS-S 662.13; Z. OLIVER-SC 5690.00; ONE BILLING SOLUTIONS-SC 5682.23; ONE CALL-SC 103.80; PAULSEN-S 562.80; PINPOINT COMM-SC 69.99; PIONEER WOMAN MAG-S 19.97; PLATTE VALLEY COMM-S 310.00; PRAIRIE STATES COMMUNICATIONS-S 336.30; PRAISE WINDOWS-S 880.00; PROTEX CENTRAL-S 364.70; QUADIENT FINANCE-S 124.49, SC 875.51; QUALITY URGENT CARE-SC 316.00; QUILL-S 33.58; RAPID FIRE PROTECTION-S 1558.40; RAVENSWOOD ELECTRIC-S 120.00; RWCO TREASURER-SC 4.48; RWCO CLERK-SC 1121.86; RWCO CRT-SC 34.00; S RENNER-S 89.95; ROCKMOUNT RESEARCH & ALLOYS-S 455.04; SCOTTIES POTTIES-S 358.00; M. SIS-CO 1800.00; SOLID WASTE ASSOC-SC 255.00; SOUTHWEST FARM & AUTO-S 1740.18; T. STEWART-S 4560.00; TASTE OF HOME-S 42.98; TELEFLEX-S 14.50; THUNDER PROMOTIONS-S 150.00; TIRADO-S 3705.00, CO 26194.00; TITAN- MACHINERY-S 1351.90; TK ELEVATOR-S 392.04; TOTAL TURF-S 160.00; TRAVELERS-SC 7489.25, S 5702.00; TRI AIR TESTING-SC 256.00; UMR-SC 394254.38; UNIVERSITY OF NE-S 25.00; US FOODS-S 871.18; USA BLUEBOOK-S 304.80, SC 44.79, CO 762.90; UTILITY REFUNDS-100.13; VERATHON-S 452.93; VERIZON-SC 2623.20; VOLZ-S 1505.65; W-DESIGN-CO 14073.78; WAGNER FORD-S 312.55, SC 651.99; WAITE & MCWHA-SC 1540.00; WALMART-S 20214.06; WEST CENTRAL NE DEV-SC 3267.50; E WITT-S 100.00; WPCI-SC 64.00.

-s-Lea Ann Doak, City Clerk

PUBLISH: JANUARY 10, 2025

CITY MANAGER'S REPORT
JANUARY 20, 2025 CITY COUNCIL MEETING

ITEM: **3.C.**

Receive and file the 2025/2026 Council Radio Show Schedule.

BACKGROUND:

Copy of schedule attached.

FISCAL IMPACT: None.

APPROVALS:

Lea Ann Doak

Lea Ann Doak, City Clerk

January 14, 2025

RADIO SHOW SCHEDULE
2025/2026

12/2024 . . . . . Taylor
12/2024 . . . . . Muehlenkamp

01/2025 . . . . . Weedin
01/2025 . . . . . Calvin

02/2025 . . . . . Rambali
02/2025 . . . . . Taylor

03/2025 . . . . . Muehlenkamp
03/2025 . . . . . Weedin

04/2025 . . . . . Calvin
04/2025 . . . . . Rambali

05/2025 . . . . . Taylor
05/2025 . . . . . Muehlenkamp

06/2025 . . . . . Weedin
06/2025 . . . . . Calvin

07/2025 . . . . . Rambali
07/2025 . . . . . Taylor

08/2025 . . . . . Muehlenkamp
08/2025 . . . . . Weedin

09/2025 . . . . . Calvin
09/2025 . . . . . Rambali

10/2025 . . . . . Taylor
10/2025 . . . . . Muehlenkamp

11/2025 . . . . . Weedin
11/2025 . . . . . Calvin

12/2025 . . . . . Rambali
12/2025 . . . . . Taylor

01/2026 . . . . . Muehlenkamp
01/2026 . . . . . Weedin

02/2026 . . . . . Calvin
02/2026 . . . . . Rambali

CITY MANAGER'S REPORT
JANUARY 20, 2025, MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.D. Ratify the appointment of Jon Olsen and Mike Mendenhall to the City of McCook's Sports Complex Committee.

BACKGROUND:

On October 7, 2024, the City Council appointed Lance Gillen, Karen Bortner, Dan Sattler, Staci Blomstedt, Tacie Fawver, Steve Miller, Danny Gullion, Craig Dickes, Darcy Rambali, Jared Muehlenkamp, John Walters, Deborah Walters, Christian Conroy, and Jessica Bedore to the Sports Complex committee. The Committee has done a fantastic job of selecting Mammoth Sports Construction to serve as the sports complex design firm. As we move forward with the design process, the City would like two representatives from McCook Community College to sit on the committee to share their ideas and expertise. It is requested that Jon Olsen and Mike Mendenhall be added to the Sports Complex Committee, as both the city and college would like to work together on a joint ballpark project.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

Kyle Potthoff, Public Works Director — January 15, 2025

CITY MANAGER'S REPORT
JANUARY 20, 2025 CITY COUNCIL MEETING

ITEM: 3.E.

RECOMMENDATION:
APPROVE DRAWINGS AND SPECIFICATIONS FOR WATER DISTRIBUTION IMPROVEMENTS REVISED PROJECT #2 AND SET DATE TO RECEIVE BIDS FOR FEBRUARY 11, 2025 AT 2:00 PM.

BACKGROUND:
This project will replace the original water main lining of the 12-inch water main on East 1st Street from South Street to 'A' Street. The proposed Revised Project #2 will include is replacement of the 6-inch water main on West 5th Street between 'J' Street and 'M' Street, new 6-inch water main North of 'S' Street between West 2nd Street and West 3rd Street to eliminate two dead-end mains, connection of water main on East 7th Street and Country Club Drive to eliminate dead-end mains, abandonment of water main around Kelley Park and replacement of 16-inch and 18-inch valves south of the BNSF RR main lines on East 1st Street.

The project revised scope will utilize the remaining DWSRF funding allocated to McCook and consists of the construction of approximately 1,100 L.F. of 6-inch water main, insert valves and/or line stops ranging from 4-inch diameter to 18-inch diameter, replacement service line installations and/or reconnections and water main abandonment. Estimated construction cost is $552,350.

The project has a proposed substantial completion date of June 15, 2025, and a proposed Final Completion date of June 30, 2025.

FISCAL IMPACT:
Funding for this project is being provided by the Drinking Water State Revolving Fund (DWSRF) The DWSRF funding included three parts. Project # 1 was the West 5th 16-inch dedicated main which was completed in 2021. Project #3 was the South Street which is in the process of being completed and closed out, and will now include this Revised Project #2. The bid for this Revised Project #2 has been broken into five parts, which the City will have the option to award as needed based upon the funding remaining with the DWSRF package and 2024-2025 water budget funds.

2024-2025 Annual Budget, Water Capital Replacement South Street, Water Revenues

APPROVALS:

David K. Blau, Project Engineer — Date: 1/13/2025

Pat Fawver, Utility Director — Date: 1/15/2025

Nate Schneider, City Manager — Date: 1-15-25

ADVERTISEMENT FOR BIDS

Separate sealed Bids will be received at the City Clerk's Office by Lea Ann Doak, City Clerk, in City of McCook, 505 West C Street, McCook, Nebraska until 2:00 PM Local Time on February 11, 2025, and then such bids shall be publicly opened and read aloud in the City Council Chambers, for furnishing all equipment, labor, materials and appurtenances required to construct **WATER DISTRIBUTION IMPROVEMENTS, REVISED PROJECT #2, McCOOK**. The work will include construction of approximately 1100 LF of 6" Water Main, approximately 7 insert valves and/or line stops ranging from 4" diameter to 10" diameter, service line installations and/or reconnections and water main abandonment.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened.

The Contract Documents may be examined at the following locations:

Miller & Associates, 1111 Central Avenue, Kearney, NE 68847
Miller & Associates, 109 East 2nd Street, McCook, NE 69001
City of McCook, 505 West C Street, McCook, NE 69001

Copies of the Contract Documents may be obtained at the office of Miller & Associates, Consulting Engineers, P.C. located at 1111 Central Avenue, P.O. Box 306, Kearney, Nebraska 68847, Telephone 308/234-6456 upon payment of $50 for each half-size set and $85 for each full-size set. A complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained from www.miller-engineers.com for a fee of $30.00 (non-refundable). Once logged into the website, go to "Bidding Documents" [in the upper right-hand corner of the homepage] and you can select the set of documents to download.

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in the specifications for bidding purposes.

The prospective participants must certify by submittal EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

BIDDERS on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Each BIDDER must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself of the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting properly signed bid.

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," was enacted. Section 436 of the Act requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. unless a waiver is provided to the recipient by EPA. Conditions for the waiver are found under the Information for Bidders. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes

and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Owner is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

-s- Lea Ann Doak, City Clerk

Publish: January 24, 31 and February 7, 2025.



SPECIFICATIONS AND
CONTRACT DOCUMENTS
FOR

WATER DISTRIBUTION IMPROVEMENTS
REVISED PROJECT #2

LOCATION: SECTION 20, T3N, R29W
McCOOK, NEBRASKA

2025

Project No. 200-C1-024-24
NDEE-SRF D311681



Miller & Associates

CERTIFICATE OF AUTHORIZATION #CA0021

Set #_____

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

WATER DISTRIBUTION IMPROVEMENTS
REVISED PROJECT #2

McCOOK, NEBRASKA

2025

Project No. 200-C1-024-24
NDEE-SRF D311681

I hereby certify that this document was prepared by me, or under my direct supervision, that I am a duly registered professional engineer under the laws of the State of Nebraska.

David K. Blau, P.E.



TABLE OF CONTENTS

			PAGE
I.	**CONTRACT DOCUMENTS**		
	a.	Advertisement for Bids	AB-1 to AB-2
	b.	Instructions to Bidders	IB-1 to IB-11
	c.	Bid and Bid Schedule	B-1 to B-7
	d.	Bid Bond	BB-1 to BB-2
	e.	NDEE-SRF [*NON-EQUIVALENCY PROJECT*] – Provisions to be submitted with Bid]	1 to 6
		1) Certification Regarding Debarment, Suspension, and Other Responsibility Matters	
		2) American Iron and Steel Products Certification for SRF Funded Projects	
		3) Disadvantaged Business Enterprise (DBE) Program – DBE Subcontractor Utilization Form (Form 6100-4)	
		4) Disadvantaged Business Enterprise (DBE) Program – DBE Subcontractor Performance Form (Form 6100-3)	
	f.	General Conditions	1 to 42
	g.	Supplementary Conditions	SC-1 to SC-7
	h.	Special Conditions	SPC-1 to SPC-3
	i.	Governmental Requirements-NDEE-SRF – *NON-EQUIVALENCY*	1 to 72
	j.	Notice of Award	NA-1 to NA-2
	k.	Agreement	A-1 to A-5
	l.	Performance Bond	PF-1 to PF-3
	m.	Payment Bond	PB-1 to PB-3
	n.	Certificate of Insurance	1 of 1
	o.	Certification of Owner's Attorney	1 of 1
	p.	Notice to Proceed	NP-1
II.	**SPECIFICATION SECTIONS**		
	a.	Water Main, Valves, Hydrants and Appurtenances	3-1 to 3-16
	b.	Excavation, Trenching, Bedding and Backfilling	6-1 to 6-7
	c.	Concrete Curbs, Curbs and Gutters, Valley Gutters, Sidewalks and Driveways	11-1 to 11-11
	d.	Portland Cement Concrete Pavement	12-1 to 12-20
	e.	Shop Drawings, Project Data, and Samples	22-1 to 22-3
	f.	Erosion and Sediment Control	30-1 to 30-3
	g.	Seeding and Mulching - Type B, Kentucky Bluegrass, Fescue, Buffalo	33-1 to 33-4
	h.	Detailed Specifications	DS-1 to DS-6
III.	**ATTACHMENTS**		
	a.	BNSF Easement (5 pages)	
IV.	**PLAN DRAWINGS**		
	a.	Title Sheet	43228
	b.	Location Map & Notes	43227
	c.	West 5th Street Plan & Profile	43225 to 43226
	d.	Alley (2nd & 3rd) Water Main Plan & Profile	43224
	e.	East 7th Street Water Main Plan & Profile	43223
	f.	Kelley Park Water Main Abandonment	43222
	g.	Details	43219 to 43221

ADVERTISEMENT FOR BIDS

Separate sealed Bids will be received at the City Clerk's Office by Lea Ann Doak, City Clerk, in City of McCook, 505 West C Street, McCook, Nebraska until 2:00 PM Local Time on February 11, 2025, and then such bids shall be publicly opened and read aloud in the City Council Chambers, for furnishing all equipment, labor, materials and appurtenances required to construct **WATER DISTRIBUTION IMPROVEMENTS, REVISED PROJECT #2, McCOOK**. The work will include construction of approximately 1100 LF of 6" Water Main, approximately 7 insert valves and/or line stops ranging from 4" diameter to 10" diameter, service line installations and/or reconnections and water main abandonment.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened.

The Contract Documents may be examined at the following locations:

Miller & Associates, 1111 Central Avenue, Kearney, NE 68847
Miller & Associates, 109 East 2nd Street, McCook, NE 69001
City of McCook, 505 West C Street, McCook, NE 69001

Copies of the Contract Documents may be obtained at the office of Miller & Associates, Consulting Engineers, P.C. located at 1111 Central Avenue, P.O. Box 306, Kearney, Nebraska 68847, Telephone 308/234-6456 upon payment of $50 for each half-size set and $85 for each full-size set. A complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained from www.miller-engineers.com for a fee of $30.00 (non-refundable). Once logged into the website, go to "Bidding Documents" [in the upper right-hand corner of the homepage] and you can select the set of documents to download.

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in the specifications for bidding purposes.

The prospective participants must certify by submittal EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

BIDDERS on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Each BIDDER must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself of the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting properly signed bid.

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," was enacted. Section 436 of the Act requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. unless a waiver is provided to the recipient by EPA. Conditions for the waiver are found under the Information for Bidders. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes

and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Owner is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

(SEAL)

ATTEST:

_____
City Clerk

CITY OF McCOOK
(OWNER)

By_____
Mayor

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. BIDDER - one who submits a Bid directly to OWNER as distinct from a sub-BIDDER, who submits a bid to a BIDDER.

1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3. Successful BIDDER - the lowest, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. A portion of the deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within fourteen days after opening of Bids.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

2.4. The Successful BIDDER will be provided with up to three (3) sets of Bidding Documents upon award of the contract, for their use when constructing the project. If the ENGINEER has additional sets available, they will be provided at no charge. If additional sets are not available by the ENGINEER, they can be reproduced for the BIDDER at BIDDER's cost.

3. Qualifications of BIDDERS.

3.1. To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within five days after Bid opening upon OWNER'S request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each BIDDER before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy BIDDER as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4. To study and carefully correlate BIDDER'S knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract Documents and such other related documents.

4.2. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in the General Conditions.

4.3. Before submitting a Bid each BIDDER will be responsible to obtain examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4. On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, test and studies as each BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.5. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by OWNER or others (such as utilities and other prime CONTRACTORS) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.6. The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirements of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that BIDDER has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to BIDDER, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.7. The provisions of I-4.1 through 4.6, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work, etc.

5.1. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR unless indicated on the drawings. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda.

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

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or Engineer.

7. Bid Security.

7.1. Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of BIDDER'S maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on form attached, or issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

7.2. The Bid security of Successful BIDDER will be retained until such BIDDER has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, the amount of the BIDDER'S bid security shall become the property of the OWNER and will be retained, as damages to the OWNER. The award of the Contract may then, at the discretion of the OWNER, be made to the next lowest responsible BIDDER, or the Work may be rebid. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award (lowest 3 bidders) may be retained by OWNER until the earlier of the thirtieth day after the Effective Date of the Agreement or the sixtieth day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8. Contract Times.

8.1. The times for Substantial Completion and final completion are to be set forth by BIDDER in the Bid and will be set forth in the Agreement (or incorporated therein by reference to the specific language of the Bid). The times will be taken into consideration by OWNER during the evaluation of Bids, and it will be necessary for the apparent successful BIDDER to satisfy OWNER that it will be able to achieve Substantial Completion and final completion within the times designated in the Bid.

8.2. The project shall be considered completed and ready for final payment upon submission of all final documentation, change orders, and final pay requests by the Contractor. The date of final completion is noted in the Agreement.

9. Liquidated Damages.

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

10. Substitute and "Or-Equal" Items.

10.1. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Supplementary Conditions.

11. SUBCONTRACTORS, Suppliers and Others.

11.1. If the Supplementary Conditions require the identity of certain SUBCONTRACTORS, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to OWNER a list of all such SUBCONTRACTORS, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such SUBCONTRACTOR, Supplier, person or organization if requested by OWNER. An OWNER or Engineer who after due investigation has reasonable objection to any proposed SUBCONTRACTOR, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful BIDDER to submit an acceptable substitute, in which case apparent Successful BIDDER shall submit an acceptable substitute, that BIDDER'S Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

11.2. No CONTRACTOR shall be required to employ any SUBCONTRACTOR, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

12. Bid Form.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).

12.2. All blanks on the Bid Form must be completed by printing in ink or by typewriter.

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

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

12.5. All names must be typed or printed in ink below the signature.

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

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State CONTRACTOR license number, if any, must also be shown.

12.9. Not Applicable

12.10. BIDDERS shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form

12.11. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with the General Conditions.

12.12. The Bid price shall include such amounts as the BIDDER deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in GC-11.8.

12.13 The BIDDER must bid on all groups within the Bid Schedule. The OWNER may select different groups within the Bid Schedule, based on funding availability.

13. Submission of Bids.

13.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13.2 Each prospective BIDDER is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained by the BIDDER. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

14. Modification and Withdrawal of Bids.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15. Opening of Bids.

15.1. Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place identified in the Advertisement for Bids. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to BIDDERS after the opening of Bids.

16. Bids to Remain Subject to Acceptance.

16.1. All Bids will remain subject to acceptance for thirty-five days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16.2. If the amount of all Bids received by the OWNER in response to any invitation to Bid or solicitation of Bids exceeds allocated or budgeted funds of the OWNER available for the procurement, the OWNER may, in its discretion, elect to negotiate an adjustment of the Bid price with the responsible BIDDER in order to bring the amount Bid within the available funds of the OWNER.

17. Award of Contract.

17.1. OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER

also reserves the right to waive all informalities not involving price, time or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Discrepancies between words and figures will be resolved in favor of the words.

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

17.3. OWNER may consider the qualifications and experience of SUBCONTRACTORS, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of SUBCONTRACTORS, Suppliers and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed SUBCONTRACTORS, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

17.5. If the contract is to be awarded, it will be awarded to lowest responsible BIDDER, subject to the execution and approval of a satisfactory agreement therefore and bonds to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

17.6. If the contract is to be awarded, OWNER will give Successful BIDDER a Notice of Award within thirty-five days after the day of the Bid opening.

17.7 The OWNER may select one of the bid options, or groups, individually at his option. It is the OWNER'S option which bid to select, in the best interests of the OWNER, and based on funding availability.

18. Contract Security.

18.1. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and payment Bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

19. Signing of Agreement.

19.1. When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. Prebid Conference.

20.1. A prebid conference is not scheduled for this project.

21. Sales and Use Taxes.

21.1. OWNER may be exempt from Nebraska State Sales and Use Taxes on certain materials and equipment to be incorporated in the Work. Said exempt taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15 for additional information.

22. Contracts to be Assigned.

22.1. No contracts will be assigned.

23. Fair Labor Standards.

23.1. The CONTRACTOR and the subcontractors shall maintain Fair Labor Standards in the performance of this Contract, as required by Nebraska Revised Statutes § 73-102 through 104 (Reissue 1990).

24. Utilities and Utility Service.

24.1. All existing utilities may not be shown on drawings. Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the CONTRACTOR. Locations shown for all existing utilities are approximate. CONTRACTOR is responsible for locating, identifying, and taking necessary precautions to protect all utilities, as required.

24.2. Where utility overhead or underground lines and services are encountered, the CONTRACTOR shall provide temporary rerouting of said services or provide bracing, anchoring, materials, labor, equipment and incidental as required at his sole cost. Notify applicable utility authority in writing a minimum of one week prior to anticipated associated work. The CONTRACTOR may negotiate securing services of said applicable utility authority to perform said work.

25. Davis Bacon Act Wage Determination

25.1 Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in these specifications for bidding purposes. In addition, wage rate requirements under Public Law 111-88 are found in the federal assurances of these specifications.

26. Contract Provisions (Contract Work Hours and Safety Standards Act: Copeland Act)

26.1 All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Park 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor.

27. Nondiscrimination in Employment.

27.1. "Discrimination on the basis of race, color, national origin, disability, age, or sex is prohibited and the intimidation or retaliation against any individual or group because they have exercised their rights to participate in or oppose actions protected/prohibited by 40 C.F.R. Parts 5 and 7 is prohibited. All employment under the project is subject to and must be in compliance with the following: i) Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as amended; ii) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and iii) Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended."

By the submission of its bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.49(b)), which shall

be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor.

In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed $10,000). The bidder understands and agrees that "affirmative action" as used herein shall constitute employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

28. EPA "Fair Share" Policy, MBE/WBE Subcontracting Goal

28.1 The successful prime contractor agrees to ensure to the fullest extent possible that at least a 14 percent (6% - MBE; 8% - WBE) "Fair Share" of SRF funds for subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.

The prime contractor agrees to include in their bid specifications for subcontracts, a 14 percent (6% - MBE; 8% - WBE) "Fair Share". The prime contractor agrees to report on all procurement actions regardless of the size of the subagreement. The prime contractor agrees to provide documentation of all efforts taken to achieve the "Fair Share". To evaluate compliance with the "Fair Share" policy, the prime contractor also agrees to comply with the six affirmative steps stated in 40 CFR 33.240; or 40 CFR 31.36(e), or 40 CFR 35.6580, whichever is applicable.

29. Employment under Public Contracts, LB 403, Approved by the Governor April 8, 2009.

29.1 This requirement is more fully explained in the Supplementary General Conditions, and the Contractor must comply with this law, as well as pass-through requirements to all subcontractors.

30. American Iron and Steel Products

30.1 Public Law 114-113, Consolidated Appropriations Act, 2016 requires that none of the appropriated funds for the DWSRF or the CWSRF as found in the amendments in the Water Resources Reform and Development Act (WRRDA) to Titles I, II, V and VI of the Federal Water Pollution Control Act (FWPCA): Section 5004, American Iron and Steel (Section 608), may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project is produced in the United States unless a waiver is provided to the recipient by EPA. In order to receive a waiver, the Assistance Recipient must send a written request to the Administrator. A decision will be made based on the following criteria:

a. The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested.

b. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, and

c. Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent.

If the Administrator receives a request for a waiver, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2.0 percent carbon, and may include other elements.

31. Not Applicable

32. Right of Entry

32.1 The Environmental Protection Agency regulations provide for site visits by federal agencies and associated state agencies. The Nebraska Department of Environment and Energy is an associated state agency and provisions for site visits and right-of-entry shall be granted.

33. Historical and Archeological

33.1 If during the course of construction evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the State, c/o Nebraska Historical Society, State Preservation Officer, P.O. Box 82554, Lincoln, Nebraska 68508, Toll Free (800) 833-6747. No further disturbance of the deposits shall ensue until the contractor has been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the State official has surveyed the find and made a determination to Nebraska Department of Environmental Quality and the owner. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

34. Compliance with the Migratory Bird Treaty Act (MBTA)

34.1 This Federal Act (16 U.S.C. 703-712: Ch. 128 as amended) makes illegal those construction activities that kill (take) migratory birds or destroys eggs, young or active nests. The construction contractor should make reasonable effort to avoid occupied bird nests with eggs or young during clearing and grubbing of trees or trenching and backfilling or other construction activities. Although the provisions of the MBTA are applicable year-round, most migratory bird nesting activity in Nebraska occurs during the period April 1 to July 15. However, some migratory birds are known to nest outside of the aforementioned primary nesting season period. Raptors can be expected to nest in woodland habitats during February 1 through July 15. Sedge wrens, which occur in some wetland habitats normally, nest from July 15 to September 10. If the construction may result in the taking of nesting migratory birds, U.S. Fish and Wildlife Service (USFWS) recommends that the construction contractor arrange to have a qualified biologist conduct a field survey of the affected habitats.

The USFWS's Nebraska Field Office should be contacted immediately for further guidance if a field survey identifies the existence of one or more active bird nests, which cannot be avoided by the planned construction activities. Adherence to these guidelines will help to avoid the unnecessary take of migratory birds and the possible need for law enforcement action. The USFWS address and phone number is the following:

United States Department of the Interior
Fish and Wildlife Service
Nebraska Field Office
9325 South Alda Road
Wood River, NE 68883
T: 308-382-6468
F: 308-384-8835
e-mail: nebraskaes@fws.gov

Ground Nesting Birds in Nebraska covered by MBTA

Western Meadowlark (Sturnella neglecka),Nebraska State Bird
Piping plover (Charadrius melodus), Endangered Species
Interior Least tern (Sterna antillarum), Endangered Species
Sandhill Crane (Grus Canadensis)
Whooping Crane (Grus Americana), Endangered Species

Above Ground Nesting Birds (Raptors) in Nebraska covered by MBTA

Bald Eagle (Haliaeetus leucocephalus) Threatened Species
Peregrine Falcon (Falco peregrine)
Red-tailed Hawk (Buteo jamaicensis)

For the full comprehensive list of birds covered by MBTA See:
https://www.fws.gov/birds/management/managed-species/mitratory-bird-treaty-act-protected-species.php

35. Compliance with the Bald and Golden Eagle Protection Act (Eagle Act)

35.1 The golden eagle is found in arid, open country with grassland for foraging in western Nebraska and usually near buttes or canyons which serve as nesting sites. Bald eagles utilize mature, forested riparian areas near rivers, streams, lakes and wetlands and occur along all the major river systems in Nebraska. The bald eagle southward migration begins as early as October and wintering period extends from December-March. Additionally, many eagles nest in Nebraska from mid-February through mid-July. Disturbances within 0.5 mile of an active nest or within line-of-sight of the nest could cause adult eagles to discontinue nest building or to abandon eggs. Both bald and golden eagles frequent river systems in Nebraska during the winter where open water and forested corridors provide feeding, perching and roosting habitats. If it is determined that either species could be affected by the proposed project, the USFWS should be notified at the above phone and email address as well as the Nebraska Game and Parks Commission for recommendations to avoid adverse impacts to the bald and golden eagles.

36. Additional Assurances

36.1 Additional assurances and requirements of EPA and NDEE related to the SRF funded projects are more fully described in later sections of these Contract Documents. In addition, all work done on the project should be in accordance with all applicable federal, state and local regulations and authorities, including cross-cutter requirements as stated in Attachment D of the SRF loan agreement herein provided on the next page.

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts,
  Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601- 4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act,
  PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964 PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY:

- Nebraska Clean Water State Revolving Loan Fund #CS – 310001
- Nebraska Drinking Water State Revolving Loan Fund #FS - 997805

**The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2003; https://www.epa.gov/sites/default/files/2015-08/documents/crosscutterhandbook.pdf) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.*

BID FORM

PROJECT IDENTIFICATION: **WATER DISTRIBUTION IMPROVEMENTS, REVISED PROJECT #2, McCOOK**

CONTRACT IDENTIFICATION AND NUMBER: **200-C1-024-24**

THIS BID IS SUBMITTED TO: **CITY OF MCCOOK, P.O. BOX 1059, 505 WEST C STREET, McCOOK, NE 69001**

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

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

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

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Number	Date
_____	_____, 20___
_____	_____, 20___
_____	_____, 20___
_____	_____, 20___

   (b) BIDDER 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 and furnishing of the Work;

   (c) BIDDER 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.

   (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, 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.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID SCHEDULE

NOTE: BID must include all applicable taxes and fees.

Item No.	*Description*	*Estimated Quantity*	*Unit*	*Unit Price*	*Total Estimated Price*
1	Mobilization	1	L.S.		
WEST 5TH, 6-INCH WATER MAIN REPLACEMENT					
2	Remove & Salvage a. Valve	1	Each		
	b. Fittings	2	Each		
3	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	20	L.F.		
4	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place a. 6" Diameter	640	L.F.		
5	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" M.J. Plug	0	Each		
	b. 6"x 6" Tee	1	Each		
6	Furnish & Install Valves and Boxes, Complete in Place a. 6" Diameter	3	Each		
7	Furnish & Install Connections, Complete in Place a. 6" Diameter	2	Each		
8	Furnish & Install TEAM Insert Valve a. 12" Diameter	2	Each		
9	New Service & Meter Pit Installation Including New 1-Inch Service Line & Meter Pit a. 5/8" to 1" Meter (Standard Pit)	4	Each		
10	New Service without Meter Pit Installation Including New 1-Inch Service Line & Curb Stop a. 5/8" to 1" Meter	20	Each		
11	Remove and Replace Concrete Pavement, Complete In Place				
	a. 6" Thick	275	S.Y.		
				SUBTOTAL	
WEST 2ND TO WEST 3RD DEAD END WATER MAIN IMPROVEMENTS					
12	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	440	L.F.		
13	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each		
14	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" 45 Degree Bend	2	Each		
	b. 6"x 6" Tee	1	Each		

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
15	Furnish & Install Valves and Boxes, Complete in Place a. 6" Diameter	2	Each		
16	Furnish & Install Tapping Tee w/Valve a. 6"x 6" Diameter	1	Each		
17	Furnish & Install Connections, Complete in Place a. 6" Diameter	1	Each		
18	Furnish & Install Gravel Surfacing	25	Tons		
19	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	100	S.Y.		
				SUBTOTAL	
EAST 7TH & COUNTRY CLUB DRIVE DEAD END IMPROVEMENTS					
20	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	40	L.F.		
21	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" 22 1/2 Degree Bend	1	Each		
	b. 6" 45 Degree Bend	1	Each		
	c. 6"x6" Tee	1	Each		
	d. 6" M.J. Plug	1	Each		
22	Furnish & Install Connections, Complete in Place a. 6" Diameter	2	Each		
23	Abandon Service Connection including Electrical to Pit	1	Each		
24	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	45	S.Y.		
25	Furnish & Install 6" Temporary Flushing Assembly	1	Each		
				SUBTOTAL	
LINE STOPS & VALVE PLAN SOUTH OF BNSF MAIN LINES					
26	16 Inch & 18 Inch Line Stops with Piping, Valve & Fitting Replacement , Lump Sum Bid Item	1	L.S.		
				SUBTOTAL	
KELLEY PARK WATER MAIN ABANDONMENT					
27	Remove & Salvage a. Valve	5	Each		
	b. Fittings	3	Each		
28	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	20	L.F.		
29	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" 90 Degree Bend	1	Each		
	b. 4" M.J. Plug	1	Each		

Item No.	*Description*	*Estimated Quantity*	*Unit*	*Unit Price*	*Total Estimated Price*
30	Furnish & Install Valves and Boxes, Complete in Place a. 6" Diameter	1	Each		
31	Furnish & Install Connections, Complete in Place a. 6" Diameter	3	Each		
32	Furnish & Install TEAM Insert Valve a. 4" Diameter	1	Each		
	b. 6" Diameter	2	Each		
33	New Service A - 2" Service with New Meter Pits, Lump Sum Bid Item	1	L.S.		
34	New Service B - 1" Service Reconnection with New Meter Pit, Lump Sum Bid Item	1	L.S.		
34	New Service C - 1" Service Reconnection with New Meter Pit, Lump Sum Bid Item	1	L.S.		
35	New Service D - 2" Service with New Meter Pits, Lump Sum Bid Item	1	L.S.		
36	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	60	S.Y.		
				SUBTOTAL	

TOTAL **BID (INCLUDING ALL GROUPS)** FOR ALL UNIT PRICES _____

_____ ($_____)

(in words) (in figures)

OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OF THE GROUPS WITHIN THE BID SCHEDULE, BASED ON FUNDING AVAILABILITY.

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the WORK will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

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

(a) Required Bid Security in the form of certified check, cashier's check or bid bond.
(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
(c) American Iron and Steel Products Certificate for SRF Funded Projects
(d) Disadvantaged Business Enterprise (DBE) Program – Subcontractor Utilization Form.
(e) Disadvantaged Business Enterprise (DBE) Program – Subcontractor Performance Form.

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

The ENGINEER'S following address:
Miller & Associates, Consulting Engineers, P.C.
109 East 2nd Street
McCook, NE 69001 Telephone: 308/345-3710

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____, 20__ by the BIDDER indicated below.

If BIDDER is

An Individual

By_____(SEAL)
(Individual's Name)

doing business as_____

Business address:_____

Telephone No.:_____

DUNS No: _____

E-mail address:_____

A Partnership

By_____(SEAL)
(Firm Name)

_____
(General Partner)

Business address:_____

Telephone No.:_____

DUNS No: _____

E-mail address:_____

A Corporation

By_____
(Corporate Name)

_____
(State of Incorporation)

By_____(SEAL)
(Name of Person Authorized to Sign)

Title:_____

(Corporate Seal)

Attest:_____
(Secretary)

Business address:_____

Telephone No.:_____

DUNS No: _____

E-mail address:_____

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)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	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.

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

_____

SRF Project Number

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Printed Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

AMERICAN IRON AND STEEL PRODUCTS CERTIFICATION

FOR SRF FUNDED PROJECTS

1. Identification of American-made Iron and Steel Products: Consistent with the terms of the Assistance Recipient's bid solicitation and provisions of Section 436(a) of H.R. 3547, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Assistance Recipient of the U.S. production of each iron and steel product so identified.

3. Documentation Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

   a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel products, and an analysis that supports its applicability to the iron and steel products:

   b. Verifiable documentation sufficient to the Assistance Recipient, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made iron and steel products but has determined that such iron and steel products are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, or in sufficient and reasonably available quantities and of a satisfactory quality, or inclusion of iron and steel products produced in the United State will increase the cost of the overall project by more than 25 percent, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder's efforts to secure any such American-made iron and steel products, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Section 436(b) with respect to such iron and steel products. The Bidder further agrees that, if this bid is accepted, it will assist the Assistance Recipient in amending, supplementing, or further supporting such information as required by the Assistance Recipient to request and, as applicable, implement the terms of a waiver with respect to any such iron and steel products.

Printed Name and Title of Authorized Representative

Signature of Authorized Representative Date

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	__ YES	__ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	**Company Address/ Phone/ Email**	**Est. Dollar Amt**	**Currently DBE Certified?**

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	**Date**

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: DOT SBA Other: _____	Meets/ exceeds EPA certification standards? YES NO Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM: NDEE-BC05 FORM (6100-3 DBE Subcontractor Performance Form)

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	**Date**

Subcontractor Signature	Print Name
Title	**Date**

FORM: NDEE-BC05 FORM (6100-3 DBE Subcontractor Performance Form)

GENERAL CONDITIONS

This document has important legal consequences: consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

Engineers Joint Contract Documents Committee

and

Issued and Published Jointly By

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1990 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12) (1990 Edition) may be used.

© 1990 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison St., Alexandria, VA 22314

TABLE OF CONTENTS OF GENERAL CONDITIONS

Article or Paragraph Number & Title		*Page Number*
1. DEFINITIONS		13
1.1	Addenda	13
1.2	Agreement	13
1.3	Application for Payment	13
1.4	Asbestos	13
1.5	Bid	13
1.6	Bidding Documents	13
1.7	Bidding Requirements	13
1.8	Bonds	13
1.9	Change Order	13
1.10	Contract Documents	13
1.11	Contract Price	13
1.12	Contract Times	13
1.13	CONTRACTOR	13
1.14	*defective*	13
1.15	Drawings	13
1.16	Effective Date of the Agreement	13
1.17	ENGINEER	13
1.18	ENGINEER's Consultant	13
1.19	Field Order	13
1.20	General Requirements	14
1.21	Hazardous Waste	14
1.22	Laws and Regulations: Laws or Regulations	14
1.23	Liens	14
1.24	Milestone	14
1.25	Notice of Award	14
1.26	Notice to Proceed	14
1.27	OWNER	14
1.28	Partial Utilization	14
1.29	PCBs	14
1.30	Petroleum	14
1.31	Project	14
1.32	Radioactive Material	14
1.33	Resident Project Representative	14
1.34	Samples	14
1.35	Shop Drawings	14
1.36	Specifications	14
1.37	Subcontractor	14
1.38	Substantial Completion	14
1.39	Supplementary Conditions	14
1.40	Supplier	14
1.41	Underground Facilities	14
1.42	Unit Price Work	14
1.43	Work	15
1.44	Work Change Directive	15
1.45	Written Amendment	15
2. PRELIMINARY MATTERS		15
2.1	Delivery of Bonds	15
2.2	Copies of Documents	15
2.3	Commencement of Contract Times; Notice to Proceed	15
2.4	Starting the Work	15
2.5-2.7	Before Starting Construction: CONTRACTOR's Responsibility to Report: Preliminary Schedules: Delivery of Certificates of Insurance	15
2.8	Preconstruction Conference	15
2.9	Initially Acceptable Schedules	16
3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE		16
3.1-3.2	Intent	16
3.3	Reference to Standards and Specifications of Technical Societies: Reporting and Resolving Discrepancies	16
3.4	Intent of Certain Terms or Adjectives	17
3.5	Amending Contract Documents	17
3.6	Supplementing Contract Documents	17
3.7	Reuse of Documents	17
4. AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS: REFERENCE POINTS		17
4.1	Availability of Lands	17
4.2	Subsurface and Physical Conditions	17
4.2.1	Reports and Drawings	17
4.2.2	Limited Reliance by CONTRACTOR Authorized; Technical Data	18
4.2.3	Notice of Differing Subsurface or Physical Conditions	18
4.2.4	ENGINEER's Review	18
4.2.5	Possible Contract Documents Change	18
4.2.6	Possible Price and Times Adjustments	18
4.3	Physical Conditions—Underground Facilities	18
4.3.1	Shown or Indicated	18
4.3.2	Not Shown or Indicated	19
4.4	Reference Points	19
4.5	Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material	19
5. BONDS AND INSURANCE		20
5.1-5.2	Performance, Payment and Other Bonds	20
5.3	Licensed Sureties and Insurers; Certificates of Insurance	20
5.4	CONTRACTOR's Liability Insurance	20
5.5	OWNER's Liability Insurance	21
5.6	Property Insurance	21
5.7	Boiler and Machinery or Additional Property Insurance	21
5.8	Notice of Cancellation Provisions	21
5.9	CONTRACTOR's Responsibility for Deductible Amounts	22
5.10	Other Special Insurance	22
5.11	Waiver of Rights	22

Article or Paragraph Number & Title		*Page Number*
5.12-5.13	Receipt and Application of Insurance Proceeds	22
5.14	Acceptance of Bonds and Insurance: Option to Replace	22
5.15	Partial Utilization—Property Insurance	23
6.	CONTRACTOR'S RESPONSIBILITIES	23
6.1-6.2	Supervision and Superintendence	23
6.3-6.5	Labor, Materials and Equipment	23
6.6	Progress Schedule	23
6.7	Substitutes and "Or-Equal" Items: CONTRACTOR's Expense: Substitute Construction Methods or Procedures: ENGINEER's Evaluation	23
6.8-6.11	Concerning Subcontractors, Suppliers and Others: Waiver of Rights	24
6.12	Patent Fees and Royalties	25
6.13	Permits	25
6.14	Laws and Regulations	25
6.15	Taxes	25
6.16	Use of Premises	26
6.17	Site Cleanliness	26
6.18	Safe Structural Loading	26
6.19	Record Documents	26
6.20	Safety and Protection	26
6.21	Safety Representative	26
6.22	Hazard Communication Programs	27
6.23	Emergencies	27
6.24	Shop Drawings and Samples	27
6.25	Submittal Procedures: CONTRACTOR's Review Prior to Shop Drawing or Sample Submittal	27
6.26	Shop Drawing & Sample Submittals Review by ENGINEER	27
6.27	Responsibility for Variation From Contract Documents	27
6.28	Related Work Performed Prior to ENGINEER's Review and Approval of Required Submittals	27
6.29	Continuing the Work	28
6.30	CONTRACTOR's General Warranty and Guarantee	28
6.31-6.33	Indemnification	28
6.34	Survival of Obligations	28
7.	OTHER WORK	29
7.1-7.3	Related Work at Site	29
7.4	Coordination	
8.	OWNER'S RESPONSIBILITIES	29
8.1	Communications to Contractor	29
8.2	Replacement of ENGINEER	29
8.3	Furnish Data and Pay Promptly When Due	29
8.4	Lands and Easements: Reports and Tests	29
8.5	Insurance	29
8.6	Change Orders	29
8.7	Inspections, Tests and Approvals	29
8.8	Stop or Suspend Work: Terminate CONTRACTOR's Services	29
8.9	Limitations on OWNER's Responsibilities	30
8.10	Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material	30
8.11	Evidence of Financial Arrangements	30
9.	ENGINEER'S STATUS DURING CONSTRUCTION	30
9.1	OWNER's Representative	30
9.2	Visits to Site	30
9.3	Project Representative	30
9.4	Clarifications and Interpretations	30
9.5	Authorized Variations in Work	30
9.6	Rejecting Defective Work	30
9.7-9.9	Shop Drawings, Change Orders and Payments	31
9.10	Determinations for Unit Prices	31
9.11-9.12	Decisions on Disputes: ENGINEER as Initial Interpreter	31
9.13	Limitations on ENGINEER's Authority and Responsibilities	31
10.	CHANGES IN THE WORK	32
10.1	OWNER Ordered Change	32
10.2	Claim for Adjustment	32
10.3	Work Not Required by Contract Documents	32
10.4	Change Orders	
10.5	Notification of Surety	32
11.	CHANGE OF CONTRACT PRICE	32
11.1-11.3	Contract Price: Claim for Adjustment: Value of the Work	32
11.4	Cost of the Work	33
11.5	Exclusions to Cost of the Work	34
11.6	CONTRACTOR's Fee	34
11.7	Cost Records	34
11.8	Cash Allowances	35
11.9	Unit Price Work	35
12.	CHANGE OF CONTRACT TIMES	35
12.1	Claim for Adjustment	35
12.2	Time of the Essence	35
12.3	Delays Beyond CONTRACTOR's Control	35
12.4	Delays Beyond OWNER's and CONTRACTOR's Control	35
13.	TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	36
13.1	Notice of Defects	36
13.2	Access to the Work	36
13.3	Tests and Inspections: Contractor's Cooperation	36

Article or Paragraph Number & Title		*Page Number*
13.4	OWNER's Responsibilities: Independent Testing Laboratory	36
13.5	CONTRACTOR's Responsibilities	36
13.6-13.7	CoveringWork Prior to Inspection. Testing or Approval	36
13.8-13.9	Uncovering Work at ENGINEER's Request	36
13.10	OWNER May Stop the Work	36
13.11	Correction or Removal of Defective Work	37
13.12	Correction Period	
13.13	Acceptance of Defective Work	37
13.14	OWNER May Correct Defective Work	37
14. PAYMENTS TO CONTRACTOR AND COMPLETION		37
14.1	Schedule of Values	37
14.2	Application for Progress Payment	38
14.3	CONTRACTOR's Warranty of Title ...	38
14.4-14.7	Review of Applications for Progress Payments	38
14.8-14.9	Substantial Completion	39
14.10	Partial Utilization	39
14.11	Final Inspection	39
14.12	Final Application for Payment	40
14.13-14.14	Final Payment and Acceptance	40
14.15	Waiver of Claims	40
15. SUSPENSION OF WORK AND TERMINATION		40
15.1	OWNER May Suspend Work	40
15.2-15.4	OWNER May Terminate	40
15.5	CONTRACTOR May Stop Work or Terminate	41
16. DISPUTE RESOLUTION		41
17. MISCELLANEOUS		42
17.1	Giving Notice	42
17.2	Computation of Times	42
17.3	Notice of Claim	42
17.4	Cumulative Remedies	42
17.5	Professional Fees and Court Costs Included	42
EXHIBIT GC-A (Optional):		
Dispute Resolution Agreement (Optional)		GC-A1
16.1-16.6	Arbitration	GC-A1
16.7	Mediation	GC-A2

INDEX TO GENERAL CONDITIONS

Article or Paragraph Number

Acceptance of—
- Bonds and Insurance 5.14
- *defective* Work 10.4.1, 13.13, 13.15
- final payment 9.12, 14.15
- insurance 5.14
- other Work, by CONTRACTOR 7.3
- Substitutes and "Or-Equal" Items 6.7.1
- Work by OWNER 2.5, 6.30, 6.34

Access to the—
- Lands, OWNER and CONTRACTOR responsibilities 4.1
- site, related work 7.2
- Work, ... 13.2, 13.14, 14.9

Acts or Omissions—, Acts and Omissions—
- CONTRACTOR 6.9.1, 9.13.3
- ENGINEER 6.20, 9.13.3
- OWNER 6.20, 8.9

Addenda—definition of (also see definition of Specifications) ..... (1.6, 1.10, 6.19) 1.1

Additional Property Insurances 5.7

Adjustments
- Contract Price or Contract Times 1.5, 3.5, 4.1, 4.3.2, 4.5.2, 4.5.3, 9.4, 9.5, 10.2-10.4, 11, 12, 14.8, 15.1
- progress schedule 6.6

Agreement—
- definition of 1.2

All risk Insurance, policy form 5.6.2

Allowances, Cash 11.8

Amending Contract Documents 3.5

Amendment, Written—
- in general 1.10, 1.45, 3.5, 5.10, 5.12, 6.6.2, 6.8.2, 6.19, 10.1, 10.4, 11.2, 12.1, 13.12.2, 14.7.2

Appeal, OWNER or CONTRACTOR
- intent to 9.10, 9.11, 10.4, 16.2, 16.5

Application for Payment—
- definition of 1.3
- ENGINEER's Responsibility 9.9
- final payment 9.13.4, 9.13.5, 14.12-14.15
- in general 2.8, 2.9, 5.6.4, 9.10, 15.5
- progress payment 14.1, 14.7
- review of 14.4-14.7

Arbitration (Optional) 16.1-16.6

Asbestos—
- claims pursuant thereto 4.5.2, 4.5.3
- CONTRACTOR authorized to stop Work 4.5.2
- definition of 1.4
- OWNER responsibility for 4.5.1, 8.10
- possible price and times change 4.5.2

Authorized Variations in Work 3.6, 6.25, 6.27, 9.5

Availability of Lands 4.1, 8.4

Award, Notice of—defined 1.25

Before Starting Construction 2.5-2.8

Bid—definition of 1.5 (1.1, 1.10, 2.3, 3.3, 4.2.6.4, 6.13, 11.4.3, 11.9.1)

Article or Paragraph Number

Bidding Documents—definition of 1.6 (6.8.2)

Bidding Requirements—definitions of 1.7 (1.1, 4.2.6.2)

Bonds—
- acceptance of 5.14
- additional bonds 10.5, 11.4.5.9
- Cost of the Work 11.5.4
- definition of 1.8
- delivery of 2.1, 5.1
- final application for payment 14.12-14.14
- general 1.10, 5.1-5.3, 5.13, 9.13.10.5, 14.7.6
- performance, Payment and Other 5.1-5.2

Bonds and Insurance—in general 5

Builder's risk "all risk" policy form 5.6.2

Cancellation Provisions, Insurance 5.4.11, 5.8, 5.15

Cash Allowances 11.8

Certificate of Substantial Completion 1.38, 6.30.2.3, 14.8, 14.10

Certificates of Inspection 9.13.4, 13.5, 14.12

Certificates of Insurance .. 2.7, 5.3, 5.4.11, 5.4.13, 5.6.5, 5.8, ... 5.14, 9.13.4, 14.12

Change in Contract Price—
- Cash Allowances 11.8
- claim for price adjustment 4.1, 4.2.6, 4.5, 5.15, 6.8.2, 9.4, 9.5, 9.11, 10.2, 10.5, 11.2, 13.9, 13.13, 13.14, 15.1, 15.5
- CONTRACTOR's fee 11.6
- Cost of the Work general 11.4-11.7
- Exclusions to 11.5
- Cost Records 11.7
- in general 1.19, 1.44, 9.11, 10.4.2, 10.4.3, 11
- Lump Sum Pricing 11.3.2
- Notification of Surety 10.5
- Scope of 10.3-10.4
- Testing and Inspection, Uncovering the Work 13.9
- Unit Price Work 11.9
- Value of Work 11.3

Change in Contract Times—
- Claim for times adjustment 4.1, 4.2.6, 4.5, 5.15, 6.8.2, 9.4, 9.5, 9.11, 10.2, 10.5, 12.1, 13.9, 13.13, 13.14, 14.7, 15.1, 15.5
- Contractual time limits 12.2
- Delays beyond CONTRACTOR's control 12.3
- Delays beyond OWNER's and CONTRACTOR's control 12.4
- Notification of surety 10.5
- Scope of change 10.3-10.4

Change Orders—
- Acceptance of Defective Work 13.13
- Amending Contract Documents 3.5
- Cash Allowances 11.8
- Change of Contract Price 11
- Change of Contract Times 12
- Changes in the Work 10
- CONTRACTOR's fee 11.6
- Cost of the Work 11.4-11.7

Article or Paragraph Number

Cost Records 11.7
definition of 1.9
emergencies 6.23
ENGINEER's responsibility 9.8, 10.4, 11.2, 12.1
execution of 10.4
Indemnification 6.12, 6.16, 6.31, 6.33
Insurance, Bonds and 5.10, 5.13, 10.5
OWNER may terminate 15.2-15.4
OWNER's Responsibility 8.6, 10.4
Physical Conditions—
Subsurface and 4.2
Underground Facilities 4.3.2
Record Documents 6.19
Scope of Change 10.3-10.4
Substitutes 6.7.3, 6.8.2
Unit Price Work 11.9
value of Work, covered by 11.3
Changes in the Work 10
Notification of surety 10.5
OWNER's and CONTRACTOR's responsibilities 10.4
Right to an adjustment 10.2
Scope of change 10.3-10.4
Claims—
against CONTRACTOR 6.16
against ENGINEER 6.32
against OWNER 6.32
Change of Contract Price 9.4, 11.2
Change of Contract Times 9.4, 12.1
CONTRACTOR's 4, 7.1, 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1, 14.8, 15.1, 15.5, 17.3
CONTRACTOR's Fee 11.6
CONTRACTOR's liability 5.4, 6.12, 6.16, 6.31
Cost of the Work 11.4, 11.5
Decisions on Disputes 9.11, 9.12
Dispute Resolution 16.1
Dispute Resolution Agreement 16.1-16.6
ENGINEER as initial interpretor 9.11
Lump Sum Pricing 11.3.2
Notice of 17.3
OWNER's 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1, 13.9, 13.13, 13.14, 17.3
OWNER's liability 5.5
OWNER may refuse to make payment 14.7
Professional Fees and Court Costs Included 17.5
request for formal decision on 9.11
Substitute items 6.7.1.2
Time Extension 12.1
Time requirements 9.11, 12.1
Unit Price Work 11.9.3
Value of 11.3
Waiver of—on Final Payment 14.14, 14.15
Work Change Directive 10.2
written notice required 9.11, 11.2, 12.1
Clarifications and Interpretations 3.6.3, 9.4, 9.11
Clean Site 6.17
Codes of Technical Society, Organization or Association 3.3.3
Commencement of Contract Times 2.3
Communications—

Article or Paragraph Number

general 6.2, 6.9.2, 8.1
Hazard Communication Programs 6.22
Completion—
Final Application for Payment 14.12
Final Inspection 14.11
Final Payment and Acceptance 14.13-14.14
Partial Utilization 14.10
Substantial Completion 1.38, 14.8-14.9
Waiver of Claims 14.15
Computation of Times 17.2.1-17.2.2
Concerning Subcontractors,
Suppliers and Others 6.8-6.11
Conferences—
initially acceptable schedules 2.9
preconstruction 2.8
Conflict, Error, Ambiguity, Discrepancy—
CONTRACTOR to Report 2.5, 3.3.2
Construction, before starting by CONTRACTOR 2.5-2.7
Construction Machinery, Equipment, etc. 6.4
Continuing the Work 6.29, 10.4
Contract Documents—
Amending 3.5
Bonds 5.1
Cash Allowances 11.8
Change of Contract Price 11
Change of Contract Times 12
Changes in the Work 10.4-10.5
check and verify 2.5
Clarifications and Interpretations 3.2, 3.6, 9.4, 9.11
definition of 1.10
ENGINEER as initial interpreter of 9.11
ENGINEER as OWNER's representative 9.1
general 3
Insurance 5.3
Intent 3.1-3.4
minor variations in the Work 3.6
OWNER's responsibility to furnish data 8.3
OWNER's responsibility to make prompt payment 8.3, 14.4, 14.13
precedence 3.1, 3.3.3
Record Documents 6.19
Reference to Standards and Specifications of Technical Societies 3.3
Related Work 7.2
Reporting and Resolving Discrepancies 2.5, 3.3
Reuse of 3.7
Supplementing 3.6
Termination of ENGINEER's Employment 8.2
Unit Price Work 11.9
variations 3.6, 6.23, 6.27
Visits to Site, ENGINEER's 9.2
Contract Price—
adjustment of 3.5, 4.1, 9.4, 10.3, 11.2-11.3
Change of 11
Decision on Disputes 9.11
definition of 1.11
Contract Times—
adjustment of 3.5, 4.1, 9.4, 10.3, 12
Change of 12.1-12.4

Article or Paragraph Number

Commencement of 2.3
definition of 1.12
CONTRACTOR—
Acceptance of Insurance 5.14
Limited Reliance on Technical Data Authorized 4.2.2
Communications 6.2, 6.9.2
Continue Work 6.29, 10.4
coordination and scheduling 6.9.2
definition of 1.13
May Stop Work or Terminate 15.5
provide site access to others 7.2, 13.2
Safety and Protection 4.3.1.2, 6.16, 6.18, 6.21-6.23, 7.2, 13.2
Shop Drawing and Sample Review Prior to Submittal . 6.25
Stop Work requirements 4.5.2
CONTRACTOR's—
Compensation 11.1-11.2
Continuing Obligation 14.15
Defective Work 9.6, 13.10-13.14
Duty to correct defective Work 13.11
Duty to Report—
Changes in the Work caused by Emergency 6.23
Defects in Work of Others 7.3
Differing conditions 4.2.3
Discrepancy in Documents 2.5, 3.3.2, 6.14.2
Underground Facilities not indicated 4.3.2
Emergencies 6.23
Equipment and Machinery Rental, Cost of the Work 11.4.5.3
Fee—Cost-Plus 11.4.5.6, 11.5.1, 11.6
General Warranty and Guarantee 6.30
Hazard Communication Programs 6.22
Indemnification 6.12, 6.16, 6.31-6.33
Inspection of the Work 7.3, 13.4,
Labor, Materials and Equipment 6.3-6.5
Laws and Regulations, Compliance by 6.14.1
Liability Insurance 5.4
Notice of Intent to Appeal 9.10, 10.4
obligation to perform and complete the Work 6.30
Patent Fees and Royalties, paid for by 6.12
Performance and Other Bonds 5.1
Permits, obtained and paid for by 6.13
Progress Schedule 2.6, 2.8, 2.9, 6.6, 6.29, 10.4, 15.2.1
Request for formal decision on disputes 9.11
Responsibilities—
Changes in the Work 10.1
Concerning Subcontractors, Suppliers and Others . 6.8-6.11
Continuing the Work 6.29, 10.4
CONTRACTOR's expense 6.7.1
CONTRACTOR's General Warranty and Guarantee 6.30
CONTRACTOR's review prior to Shop Drawing or Sample submittal 6.25
Coordination of Work 6.9.2
Emergencies 6.23
ENGINEER's evaluation, Substitutes or "Or-Equal" Items 6.7.3

Article or Paragraph Number

For Acts and Omissions of Others 6.9.1-6.9.2, 9.13
for deductible amounts, insurance 5.9
general 6, 7.2, 7.3, 8.9
Hazardous Communication Programs 6.22
Indemnification 6.31-6.33
Labor, Materials and Equipment 6.3-6.5
Laws and Regulations 6.14
Liability Insurance 5.4
Notice of variation from Contract Documents 6.27
Patent Fees and Royalties 6.12
Permits 6.13
Progress Schedule 6.6
Record Documents 6.19
related Work performed prior to ENGINEER's approval of required submittals 6.28
safe structural loading 6.18
Safety and Protection 6.20, 7.2, 13.2
Safety Representative 6.21
Scheduling the Work 6.9.2
Shop Drawings and Samples 6.24
Shop Drawings and Samples Review by ENGINEER 6.26
Site Cleanliness 6.17
Submittal Procedures 6.25
Substitute Construction Methods and Procedures 6.7.2
Substitutes and "Or-Equal" Items 6.7.1
Superintendence 6.2
Supervision 6.1
Survival of Obligations 6.34
Taxes 6.15
Tests and Inspections 13.5
To Report 2.5
Use of Premises 6.16-6.18, 6.30.2.4
Review Prior to Shop Drawing or Sample Submittal .. 6.25
Right to adjustment for changes in the Work 10.2
right to claim .. 4, 7.1, 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1, 13.9, 14.8, 15.1, 15.5, 17.3
Safety and Protection 6.20-6.22, 7.2, 13.2
Safety Representative 6.21
Shop Drawings and Samples Submittals 6.24-6.28
Special Consultants 11.4.4
Substitute Construction Methods and Procedures 6.7
Substitutes and "Or-Equal" Items, Expense .. 6.7.1, 6.7.2
Subcontractors, Suppliers and Others 6.8-6.11
Supervision and Superintendence 6.1, 6.2, 6.21
Taxes, Payment by 6.15
Use of Premises 6.16-6.18
Warranties and guarantees 6.30, 6.5
Warranty of Title 14.3
Written Notice Required—
CONTRACTOR stop Work or terminate 15.5
Reports of Differing Subsurface and Physical Conditions 4.2.3
Substantial Completion 14.8
CONTRACTORS—other 7
Contractual Liability Insurance 5.4.10
Contractual Time Limits 12.2
Coordination

Article or Paragraph Number

CONTRACTOR's responsibility 6.9.2
Copies of Documents 2.2
Correction Period 13.12
Correction, Removal or Acceptance of Defective Work
in general 10.4.1, 13.10-13.14
Acceptance of Defective Work 13.13
Correction or Removal of Defective Work 6.30, 13.11
Correction Period 13.12
OWNER May Correct Defective Work 13.14
OWNER May Stop Work 13.10
Cost—
of Tests and Inspections 13.4
Records 11.7
Cost of the Work—
Bonds and insurance, additional 11.4.5.9
Cash Discounts 11.4.2
CONTRACTOR's Fee 11.6
Employee Expenses 11.4.5.1
Exclusions to 11.5
General 11.4-11.5
Home office and overhead expenses 11.5
Losses and damages 11.4.5.6
Materials and equipment 11.4.2
Minor expenses 11.4.5.8
Payroll costs on changes 11.4.1
performed by Subcontractors 11.4.3
Records 11.7
Rentals of construction equipment and machinery . 11.4.5.3
Royalty payments, permits and license fees 11.4.5.5
Site office and temporary facilities 11.4.5.2
Special Consultants, CONTRACTOR's 11.4.4
Supplemental 11.4.5
Taxes related to the Work 11.4.5.4
Tests and Inspection 13.4
Trade Discounts 11.4.2
Utilities, fuel and sanitary facilities 11.4.5.7
Work after regular hours 11.4.1
Covering Work 13.6-13.7
Cumulative Remedies 17.4-17.5
Cutting, fitting and patching 7.2
Data, to be furnished by OWNER 8.3
Day—definition of 17.2.2
Decisions on Disputes 9.11, 9.12
defective—definition of 1.14
defective Work—
Acceptance of 10.4.1, 13.13
Correction or Removal of 10.4.1, 13.11
Correction Period 13.12
in general 13, 14.7, 14.11
Observation by ENGINEER 9.2
OWNER May Stop Work 13.10
Prompt Notice of Defects 13.1
Rejecting 9.6
Uncovering the Work 13.8
Definitions 1
Delays 4.1, 6.29, 12.3-12.4
Delivery of Bonds 2.1
Delivery of certificates of insurance 2.7

Article or Paragraph Number

Determinations for Unit Prices 9.10
Differing Subsurface or Physical Conditions
Notice of 4.2.3
ENGINEER's Review 4.2.4
Possible Contract Documents Change 4.2.5
Possible Price and Times Adjustments 4.2.6
Discrepancies-Reporting and Resolving 2.5, 3.3.2, 6.14.2
Dispute Resolution—
Agreement 16.1-16.6
Arbitration 16.1-16.5
general 16
Mediation 16.6
Dispute Resolution Agreement 16.1-16.6
Disputes, Decisions by ENGINEER 9.11-9.12
Documents—
Copies of 2.2
Record 6.19
Reuse of 3.7
Drawings—definition of 1.15
Easements 4.1
Effective date of Agreement—definition of 1.16
Emergencies 6.23
ENGINEER—
as initial interpreter on disputes 9.11-9.12
definition of 1.17
Limitations on authority and responsibilities 9.13
Replacement of 8.2
Resident Project Representative 9.3
ENGINEER's Consultant—definition of 1.18
ENGINEER's—
authority and responsibility, limitations on 9.13
Authorized Variations in the Work 9.5
Change Orders, responsibility for 9.7, 10, 11, 12
Clarifications and Interpretations 3.6.3, 9.4
Decisions on Disputes 9.11-9.12
defective Work, notice of 13.1
Evaluation of Substitute Items 6.7.3
Liability 6.32, 9.12
Notice Work is Acceptable 14.13
Observations 6.30.2, 9.2
OWNER's Representative 9.1
Payments to the CONTRACTOR, Responsibility for 9.9, 14
Recommendation of Payment 14.4, 14.13
Responsibilities—
Limitations on 9.11-9.13
Review of Reports on Differing Subsurface and Physical Conditions 4.2.4
Shop Drawings and Samples, review responsibility 6.26
Status During Construction—
authorized variations in the Work 9.5
Clarifications and Interpretations 9.4
Decisions on Disputes 9.11-9.12
Determinations on Unit Price 9.10
ENGINEER as Initial Interpreter 9.11-9.12
ENGINEER's Responsibilities 9.1-9.12

Article or Paragraph Number

- Limitations on ENGINEER's Authority and Responsibilities 9.13
- OWNER's Representative 9.1
- Project Representative 9.3
- Rejecting Defective Work 9.6
- Shop Drawings, Change Orders and Payments 9.7-9.9
- Visits to Site 9.2
- Unit Price Determinations 9.10
- Visits to Site 9.2
- Written consent required 7.2, 9.1

Equipment, Labor, Materials and 6.3-6.5
Equipment rental, Cost of the Work 11.4.5.3
Equivalent Materials and Equipment 6.7
Errors or omissions 6.33
Evidence of Financial Arrangements 8.11
Explorations of physical conditions 4.2.1
Fee, CONTRACTOR's—Costs-Plus 11.6
Field Order—
- definition of 1.19
- issued by ENGINEER 3.6.1, 9.5

Final Application for Payment 14.12
Final Inspection 14.11
Final Payment—
- and Acceptance 14.13-14.14
- Prior to, for cash allowances 11.8

General Provisions 17.3-17.4
General Requirements—
- defintion of 1.20
- principal references to 2.6, 6.4, 6.6-6.7, 6.24

Giving Notice 17.1
Guarantee of Work—by CONTRACTOR 6.30, 14.12
Hazard Communication Programs 6.22
Hazardous Waste—
- definition of 1.21
- general 4.5
- OWNER's responsibility for 8.10

Indemnification 6.12, 6.16, 6.31-6.33
Initially Acceptable Schedules 2.9
Inspection—
- Certificates of 9.13.4, 13.5, 14.12
- Final 14.11
- Special, required by ENGINEER 9.6
- Tests and Approval 8.7, 13.3-13.4

Insurance—
- Acceptance of, by OWNER 5.14
- Additional, required by changes in the Work 11.4.5.9
- Before starting the Work 2.7
- Bonds and—in general 5
- Cancellation Provisions 5.8
- Certificates of .. 2.7, 5, 5.3, 5.4.11, 5.4.13, 5.6.5, 5.8, 5.14, 9.13.4, 14.12
- completed operations 5.4.13
- CONTRACTOR's Liability 5.4
- CONTRACTOR's objection to coverage 5.14
- Contractual Liability 5.4.10

Article or Paragraph Number

- deductible amounts, CONTRACTOR's responsibility 5.9
- Final Application for Payment 14.12
- Licensed Insurers 5.3
- Notice requirements, material changes 5.8, 10.5O
- Option to Replace 5.14
- other special insurances 5.10
- OWNER as fiduciary for insureds 5.12-5.13
- OWNER's Liability 5.5
- OWNER's Responsibility 8.5
- Partial Utilization, Property Insurance 5.15
- Property 5.6-5.10
- Receipt and Application of Insurance Proceeds .. 5.12-5.13
- Special Insurance 5.10
- Waiver of Rights 5.11

Intent of Contract Documents 3.1-3.4
Interpretations and Clarifications 3.6.3, 9.4
Investigations of physical conditions 4.2
Labor, Materials and Equipment 6.3-6.5
Lands—
- and Easements 8.4
- Availability of 4.1, 8.4
- Reports & Tests 8.4

Laws and Regulations—Laws or Regulations—
- Bonds 5.1-5.2
- Changes in the Work 10.4
- Contract Documents 3.1
- CONTRACTOR's Responsibilities 6.14
- Correction Period, defective Work 13.12
- Cost of the Work, taxes 11.4.5.4
- definition of 1.22
- general 6.14
- Indemnification 6.31-6.33
- Insurance 5.3
- Precedence 3.1, 3.3.3
- Reference to 3.3.1
- Safety and Protection 6.20, 13.2
- Subcontractors, Suppliers and Others 6.8-6.11
- Tests and Inspections 13.5
- Use of Premises 6.16
- Visits to Site 9.2

Liability Insurance—
- CONTRACTOR's 5.4
- OWNER's 5.5

Licensed Sureties and Insurers 5.3
Liens—
- Application for Progress Payment 14.2
- Contractor's Warranty of Title 14.3
- Final Application for Payment 14.12
- definition of 1.23
- Waiver of Claims 14.15

Limitations on ENGINEER's authority and responsibilities 9.13
Limited Reliance by CONTRACTOR Authorized 4.2.2
Maintenance and Operating Manuals—
- Final Application for Payment 14.12

Manuals (of others)—
- Precedence 3.3.3.1

Article or Paragraph Number

Reference to in Contract Documents 3.3.1
Materials and equipment—
furnished by CONTRACTOR 6.3
not incorporated in Work 14.2
Materials or equipment—equivalent 6.7
Mediation (Optional) 16.7
Milestones—definition of 1.24
Miscellaneous—
Computation of Times 17.2
Cumulative Remedies 17.4
Giving Notice 17.1
Notice of Claim 17.3
Professional Fees and Court Costs Included 17.5
Multi-prime contracts 7
Not Shown or Indicated 4.3.2
Notice of—
Acceptability of Project 14.13
Award, definition of 1.25
Claim 17.3
Defects, ... 13.1
Differing Subsurface or Physical Conditions 4.2.3
Giving 17.1
Tests and Inspections 13.3
Variation, Shop Drawing and Sample 6.27
Notice to Proceed—
definition of 1.26
giving of 2.3
Notification to Surety 10.5
Observations, by ENGINEER 6.30, 9.2
Occupancy of the Work 5.15, 6.30.2.4, 14.10
Omissions or acts by CONTRACTOR 6.9, 9.13
"Open peril" policy form, Insurance 5.6.2
Option to Replace 5.14
"Or Equal" Items 6.7
Other work 7
Overtime Work—prohibition of 6.3
OWNER—
Acceptance of defective Work 13.13
appoint an ENGINEER 8.2
as fiduciary 5.12-5.13
Availability of Lands, responsibility 4.1
definition of 1.27
data, furnish 8.3
May Correct Defective Work 13.14
May refuse to make payment 14.7
May Stop the Work 13.10
may suspend work,
terminate 8.8, 13.10, 15.1-15.4
Payment, make prompt 8.3, 14.4, 14.13
performance of other Work 7.1
permits and licenses, requirements 6.13
purchased insurance requirements 5.6-5.10
OWNER's—
Acceptance of the Work 6.30.2.5
Change Orders, obligation to
execute 8.6, 10.4
Communications 8.1
Coordination of the Work 7.4
Disputes, request for decision 9.11

Article or Paragraph Number

Inspections, tests and approvals 8.7, 13.4
Liability Insurance 5.5
Notice of Defects 13.1
Representative—During Construction,
ENGINEER's Status 9.1
Responsibilities—
Asbestos, PCB's, Petroleum, Hazardous
Waste on Radioactive Material 8.10
Change Orders 8.6
Changes in the Work 10.1
communications 8.1
CONTRACTOR's responsibilities 8.9
evidence of financial arrangements 8.11
inspections, tests and approvals 8.7
Insurance 8.5
lands and easements 8.4
prompt payment by 8.3
replacement of ENGINEER 8.2
reports and tests 8.4
stop or suspend Work 8.8, 13.10, 15.1
terminate CONTRACTOR's services 8.8, 15.2
separate representative at site 9.3
independent testing 13.4
use or occupancy of the
Work 5.15, 14.10
written consent or approval
required 9.1, 6.3, 11.4
written notice
required 7.1, 9.4, 9.11, 11.2, 11.9, 14.7, 15.4
PCBs—
definition of 1.29
general 4.5
OWNER's responsibility for 8.10
Partial Utilization—
definition of 1.28
general 6.30.2.4, 14.10
Property Insurance 5.15
Patent Fees and Royalties 6.12
Payment Bonds 5.1-5.2
Payments, Recommendation of 14.4-14.7, 14.13
Payments to CONTRACTOR and Completion—
Application for Progress Payments 14.2
CONTRACTOR's Warranty of Title 14.3
Final Application for Payment 14.12
Final Inspection 14.11
Final Payment and Acceptance 14.13-14.14
general 8.3, 14
Partial Utilization 14.10
Retainage 14.2
Review of Applications for Progress
Payments 14.4-14.7
prompt payment 8.3
Schedule of Values 14.1
Substantial Completion 14.8-14.9
Waiver of Claims 14.15
when payments due 14.4, 14.13
withholding payment 14.7
Performance Bonds 5.1-5.2
Permits 6.13

Article or Paragraph Number

Petroleum—
definition of 1.30
general 4.5
OWNER's responsibility for 8.10
Physical Conditions—
Drawings of, in or relating to 4.2.1.2
ENGINEER's review 4.2.4
existing structures 4.2.2
general 4.2.1.2
Subsurface and 4.2
Underground Facilities 4.3
Possible Contract Documents Change 4.2.5
Possible Price and Times Adjustments 4.2.6
Reports and Drawings 4.2.1
Notice of Differing Subsurface or. 4.2.3
Subsurface and 4.2
Subsurface Conditions 4.2.1.1
Technical Data, Limited Reliance by CONTRACTOR Authorized 4.2.2
Underground Facilities—
general 4.3
Not Shown or Indicated 4.3.2
Protection of 4.3, 6.20
Shown or Indicated 4.3.1
Technical Data 4.2.2
Preconstruction Conference 2.8
Preliminary Matters 2
Preliminary Schedules 2.6
Premises, Use of 6.16-6.18
Price, Change of Contract 11
Price, Contract—definition of 1.11
Progress Payment, Applications for 14.2
Progress payment—retainage 14.2
Progress schedule, CONTRACTOR's 2.6, 2.8, 2.9, 6.6, 6.29, 10.4, 15.2.1
Project—definition of 1.31
Project Representative—
ENGINEER's Status During Construction 9.3
Project Representative, Resident —definition of 1.33
prompt payment by OWNER 8.3
Property Insurance
Additional 5.7
general 5.6-5.10
Partial Utilization 5.15, 14.10.2
receipt and application of proceeds 5.12-5.13
Protection, Safety and 6.20-6.21, 13.2
Punch list 14.11
Radioactive Material—
definition 1.32
general 4.5
OWNER's responsibility for 8.10
Recommendation of Payment 14.4, 14.5, 14.13
Record Documents 6.19, 14.12
Records, procedures for maintaining 2.8
Reference Points 4.4
Reference to Standards and Specifications of Technical Societies 3.3

Article or Paragraph Number

Regulations, Laws and (or) 6.14
Rejecting Defective Work 9.6
Related Work—
at Site 7.1-7.3
Performed prior to Shop Drawings and Samples submittals review 6.28
Remedies, cumulative 17.4, 17.5
Removal or Correction of Defective Work 13.11
rental agreements, OWNER approval required 11.4.5.3
replacement of ENGINEER, by OWNER 8.2
Reporting and Resolving Discrepancies 2.5, 3.3.2, 6.14.2
Reports—
and Drawings 4.2.1
and Tests, OWNER's responsibility 8.4
Resident Project Representative—
definition of 1.33
provision for 9.3
Resident Superintendent, CONTRACTOR's 6.2
Responsibilities—
CONTRACTOR's-in general 6
ENGINEER's-in general 9
Limitations on 9.13
OWNER's-in general 8
Retainage 14.2
Reuse of Documents 3.7
Review by CONTRACTOR: Shop Drawings and Samples Prior to Submittal 6.25
Review of Applications for Progress Payments 14.4-14.7
Right to an adjustment 10.2
Rights of Way 4.1
Royalties, Patent Fees and 6.12
Safe Structural Loading 6.18
Safety—
and Protection 4.3.2, 6.16, 6.18, 6.20-6.21, 7.2, 13.2
general 6.20-6.23
Representative, CONTRACTOR's 6.21
Samples—
definition of 1.34
general 6.24-6.28
Review by CONTRACTOR 6.25
Review by ENGINEER 6.26, 6.27
related Work 6.28
submittal of 6.24.2
submittal procedures 6.25
Schedule of progress 2.6, 2.8-2.9, 6.6, 6.29, 10.4, 15.2.1
Schedule of Shop Drawing and Sample Submittals 2.6, 2.8-2.9, 6.24-6.28
Schedule of Values 2.6, 2.8-2.9, 14.1
Schedules—
Adherence to 15.2.1
Adjusting 6.6
Change of Contract Times 10.4
Initially Acceptable 2.8-2.9
Preliminary 2.6
Scope of Changes 10.3-10.4
Subsurface Conditions 4.2.1.1

Article or Paragraph Number

Shop Drawings—
and Samples, general 6.24-6.28
Change Orders & Applications for Payments, and 9.7-9.9
definition of 1.35
ENGINEER's approval of 3.6.2
ENGINEER's responsibility for review 9.7, 6.24-6.28
related Work 6.28
review procedures 2.8, 6.24-6.28
submittal required 6.24.1
Submittal Procedures 6.25
use to approve substitutions 6.7.3
Shown or Indicated 4.3.1
Site Access 7.2, 13.2
Site Cleanliness 6.17
Site, Visits to—
by ENGINEER 9.2, 13.2
by others 13.2
"Special causes of loss" policy form, insurance 5.6.2
Specifications—
definition of 1.36
of Technical Societies, reference to 3.3.1
precedence 3.3.3
Standards and Specifications of Technical Societies 3.3
Starting Construction, Before 2.5-2.8
Starting the Work 2.4
Stop or Suspend Work—
by CONTRACTOR 15.5
by OWNER 8.8, 13.10, 15.1
Storage of materials and equipment 4.1, 7.2
Structural Loading, Safety 6.18
Subcontractor—
Concerning 6.8-6.11
definition of 1.37
delays 12.3
waiver of rights 6.11
Subcontractors—in general 6.8-6.11
Subcontracts—required provisions 5.11, 6.11, 11.4.3
Submittals—
Applications for Payment 14.2
Maintenance and Operation Manuals 14.12
Procedures 6.25
Progress Schedules 2.6, 2.9
Samples 6.24-6.28
Schedule of Values 2.6, 14.1
Schedule of Shop Drawings and Samples Submissions 2.6, 2.8-2.9
Shop Drawings 6.24-6.28
Substantial Completion—
certification of 6.30.2.3, 14.8-14.9
definition of 1.38
Substitute Construction Methods or Procedures 6.7.2
Substitutes and "Or Equal" Items 6.7
CONTRACTOR's Expense 6.7.1.3
ENGINEER's Evaluation 6.7.3
"Or-Equal" 6.7.1
Substitute Construction Methods of Procedures 6.7.2

Article or Paragraph Number

Substitute Items 6.7.1.2
Subsurface and Physical Conditions—
Drawings of, in or relating to 4.2.1.2
ENGINEER's Review 4.2.4
general 4.2
Limited Reliance by CONTRACTOR Authorized 4.2.2
Notice of Differing Subsurface or Physical Conditions 4.2.3
Physical Conditions 4.2.1.2
Possible Contract Documents Change 4.2.5
Possible Price and Times Adjustments 4.2.6
Reports and Drawings 4.2.1
Subsurface and 4.2
Subsurface Conditions at the Site 4.2.1.1
Technical Data 4.2.2
Supervision—
CONTRACTOR's responsibility 6.1
OWNER shall not supervise 8.9
ENGINEER shall not supervise 9.2, 9.13.2
Superintendence 6.2
Superintendent, CONTRACTOR's resident 6.2
Supplemental costs 11.4.5
Supplementary Conditions—
definition of 1.39
principal reference to 1.10, 1.18, 2.2, 2.7, 4.2, 4.3, 5.1, 5.3, 5.4, 5.6-5.9, 5.11, 6.8, 6.13, 7.4, 8.11, 9.3, 9.10
Supplementing Contract Documents 3.6
Supplier—
definition of 1.40
principal references to 3.7, 6.5, 6.8-6.11, 6.20, 6.24, 9.13, 14.12
Waiver of Rights 6.11
Surety—
consent to final payment 14.12, 14.14
ENGINEER has no duty to 9.13
Notification of 10.1, 10.5, 15.2
qualification of 5.1-5.3
Survival of Obligations 6.34
Suspend Work, OWNER May 13.10, 15.1
Suspension of Work and Termination— 15
CONTRACTOR May Stop Work or Terminate 15.5
OWNER May Suspend Work 15.1
OWNER May Terminate 15.2-15.4
Taxes-Payment by CONTRACTOR 6.15
Technical Data—
Limited Reliance by CONTRACTOR 4.2.2
Possible Price and Times Adjustments 4.2.6
Reports of Differing Subsurface and Physical Conditions 4.2.3
Temporary construction facilities 4.1
Termination—
by CONTRACTOR 15.5
by OWNER 8.8, 15.1-15.4
of ENGINEER's employment 8.2
Suspension of Work-in general 15
Terms and Adjectives 3.4
Tests and Inspections—

Article or Paragraph Number

Access to the Work, by others 13.2
CONTRACTOR's responsibilities 13.5
cost of 13.4
covering Work prior to 13.6-13.7
Laws and Regulations (or) 13.5
Notice of Defects 13.1
OWNER May Stop Work 13.10
OWNER's independent testing 13.4
special, required by ENGINEER 9.6
timely notice required 13.4
Uncovering the Work, at ENGINEER's request 13.8-13.9
Times—
Adjusting 6.6
Change of Contract 12
Adjusting 6.6
Computation of 17.2
Contract Times—definition of 1.12
day 17.72
Milestones 12
Requirements—
appeals 16
clarifications, claims and disputes 9.11, 11.2, 12
commencement of contract times 2.3
preconstruction conference 2.8
schedules 2.6, 2.9, 6.6
starting the Work 2.4
Title, Warranty of 14.3
Uncovering Work 13.8-13.9
Underground Facilities, Physical Conditions—
definition of 1.41
Not Shown or Indicated 4.3.2
protection of 4.3, 6.20
Shown or Indicated 4.3.1
Unit Price Work—
claims 11.9.3
definition of 1.42
general 11.9, 14.1, 14.5
Unit Prices—
general 11.3.1
Determination for 9.10
Use of Premises 6.16, 6.18, 6.30.2.4
Utility owners 6.13, 6.20, 7.1-7.3, 13.2

Article or Paragraph Number

Utilization, Partial 1.28, 5.15, 6.30, 2.4, 14.10
Value of the Work 11.3
Values, Schedule of 2.6, 2.8-2.9, 14.1
Variations in Work—Minor Authorized 6.25, 6.27, 9.5
Visits of Site—by ENGINEER 9.2
Waiver of Claims-on Final Payment 14.15
Waiver of Rights by insured parties 5.11, 6.11
Warranty and Guarantee, General—by CONTRACTOR 6.30
Warranty of Title, CONTRACTOR's 14.3
Work—
Access to 13.2
by others, ... 7
Changes in the 10
Continuing the, ... 6.29
CONTRACTOR May Stop Work or Terminate 15.5
Coordination of 7.4
Cost of the 11.4-11.5
definition of 1.43
neglected by CONTRACTOR 13.14
other Work 7
OWNER May Stop Work 13.10
OWNER May Suspend Work 13.10, 15.1
Related, Work at Site 7.1-7.3
Starting the 2.4
Stopping by CONTRACTOR 15.5
Stopping by OWNER 15.1-15.4
Variation and deviation authorized, minor 3.6
Work Change Directive—
claims pursuant to 10.2
definition of 1.44
principal references to 3.5.3, 10.1-10.2
Written Amendment—
definition of 1.45
principal references to ... 1.10, 3.5, 5.10, 5.12, 6.6.2, 6.8.2, 6.19, 10.1, 10.4, 11.2, 12.1, 13.12.2, 14.7.2
Written Clarifications and Interpretations 3.6.3, 9.4, 9.11
Written Notice Required—
by CONTRACTOR 7.1, 9.10-9.11, 10.4, 11.2, 12.1
by OWNER 9.10-9.11, 10.4, 11.2, 13.14

GENERAL CONDITIONS

ARTICLE 1—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

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

1.2. *Agreement*—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3. *Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

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

1.5. *Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6. *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. *Bidding Requirements*—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8. *Bonds*—Performance and Payment bonds and other instruments of security.

1.9. *Change Order*—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.10. *Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11. *Contract Price*—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.12. *Contract Times*—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

1.13. *CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14. *defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15. *Drawings*—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

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

1.17. *ENGINEER*—The person, firm or corporation named as such in the Agreement.

1.18. *ENGINEER's Consultant*—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.19. *Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.20. *General Requirements*—Sections of Division 1 of the Specifications.

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

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

1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

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

1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.28. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.29. *PCBs*—Polychlorinated biphenyls.

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

1.31. *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

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

1.33. *Resident Project Representative*— The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

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

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

1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.39. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

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

1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

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

Starting the Work:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

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

2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

attended by CONTRACTOR. ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6. procedures for handling Shop Drawings and other submittals. processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

2.9. Unless otherwise provided in the Contract Documents. at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR. ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times. but such acceptance will neither impose on ENGINEER responsibility for the sequencing. scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT. AMENDING. REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work. materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well- known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. *Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

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

3.3.2. If. during the performance of the Work. CONTRACTOR discovers any conflict. error. ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard. specification. manual or code or of any instruction of any Supplier referred to in paragraph 6.5. CONTRACTOR shall report it to ENGINEER in writing at once. and. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided. however. that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict. error. ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6. the provisions of the Contract Documents shall take precedence in resolving any conflict. error. ambiguity or discrepancy between the provisions of the Contract Documents and:

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

3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification. manual, code or instruction shall be effective to change the duties and responsibilities of OWNER. CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents. or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants. agents or employees any duty or authority to supervise or direct the furnishing or

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1. a formal Written Amendment,

3.5.2. a Change Order (pursuant to paragraph 10.4), or

3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5),

3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. ***Subsurface and Physical Conditions:***

4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2. *Limited Reliance by CONTRACTOR Authorized; Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

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

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

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

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

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

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

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3. ***Physical Conditions—Underground Facilities:***

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on

information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

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

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

5.3. *Licensed Sureties and Insurers; Certificates of Insurance:*

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

5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR's Liability Insurance:

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

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

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

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

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

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

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

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

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

5.4.9. include completed operations insurance;

5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

OWNER's Liability Insurance:

5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

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

5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

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

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

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

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.11. *Waiver of Rights:*

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

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

5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

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

Acceptance of Bonds and Insurance; Option to Replace:

5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was

required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization—Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

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

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. *Substitutes and "Or-Equal" Items:*

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

6.7.1.1. *"Or-Equal":* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. *Substitute Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3. *CONTRACTOR's Expense:* All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7.2. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such

substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective* Work.

6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

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

6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

Taxes:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

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

6.20.1. all persons on the Work site or who may be affected by the Work;

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

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

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and

responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

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

Emergencies:

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.24. *Shop Drawings and Samples:*

6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. *Submittal Procedures:*

6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

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

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

6.25.1.3. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

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

6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contact Documents with respect to CONTRACTOR'S review and approval of that submittal.

6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.30. *CONTRACTOR's General Warranty and Guarantee:*

6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

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

6.30.2.1. observations by ENGINEER;

6.30.2.3. recommendation of any progress or final payment by ENGINEER;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5. any acceptance by OWNER or any failure to do so;

6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

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

6.30.2.8. any correction of *defective* Work by OWNER.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with

the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 7—OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

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

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

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

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

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

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

8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

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

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against *defective* Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, or

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

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

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

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.13. *Limitations on ENGINEER's Authority and Responsibilities:*

9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

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

19.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will

be valid if not submitted in accordance with this paragraph 11.2.

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

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

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

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

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

11.4.5. Supplemental costs including the following:

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

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

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

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

11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

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

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

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

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or

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

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

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

11.6.2.6. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

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

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

11.9. *Unit Price Work:*

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

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

11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

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

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

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

ARTICLE 12—CHANGE OF CONTRACT TIMES

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii)

delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

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

13.1. *Notice of Defects:* Prompt notice of all *defective* Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

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

Tests and Inspections:

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

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

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

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

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

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

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. *Correction Period:*

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

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

13.12.3. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and

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

Application for Progress Payment:

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

CONTRACTOR's Warranty of Title:

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

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

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

14.5.1. the Work has progressed to the point indicated,

14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

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

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5. claims have been made against OWNER on account of CONTRACTORs performance or furnishing of the Work,

14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive:

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all

particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

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

14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

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

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

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4. for reasonable expenses directly attributable to termination.

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

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

ARTICLE 16—DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17—MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

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

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

[The remainder of this page was left blank intentionally.]

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

GENERAL These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) have the meanings assigned to them in the General Conditions.

SC-1.27 Add the following language at the end of the paragraph "OWNER" in Article 1 Definitions of the General Conditions: "Whenever the word "OWNER" is used in the Contract Documents, it shall be understood to be the City of McCook, Nebraska."

SC-1.46 Add the following definitions to Article 1- DEFINITIONS: " "Shall" In the interest of conciseness, some sentences, statements, and clauses used in the Specification exclude any form of the verb "shall" normally expressed in a verb phrase as "furnish," "install," "provide," "perform," "construct," "erect," "comply," "apply," "submit," or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The CONTRACTOR shall" and the requirements described therein shall be interpreted as mandatory elements of the Agreement."

SC-2.1 Add the following to Article 2- DELIVERY OF BONDS: "The CONTRACTOR shall deliver documents requested by OWNER'S attorney, when requested, for OWNER'S review and completion of the Certificate of Owner's Attorney, as included in the contract documents, certifying to the execution of the agreements and that said CONTRACTOR representatives have full power and authority to execute said agreements on behalf of the CONTRACTOR."

SC-2.2 Amend the first sentence of paragraph 2.2 of the General Conditions to read as follows: "OWNER shall furnish to CONTRACTOR up to three copies" and as so amended paragraph 2.2 remains in effect.

SC-2.3 Delete the last sentence of paragraph 2.3 of the General Conditions. Add the following language: "The effective date of the Agreement will be the date proposed by the CONTRACTOR in a BID or a date mutually agreeable to the OWNER and the CONTRACTOR."

SC-3.2 Add the following language at the end of paragraph 3.2. of the General Conditions: "All items necessary or incidental to completely construct or erect the Work shall be furnished, whether called for in the Specifications and not shown on the Drawings, or anything shown or mentioned on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

Information or Instructions to Bidders and Special or Supplementary General Conditions shall take priority over General Conditions. In case of disagreement between the Drawings and Specifications, or within either document itself, the better quality or greater quantity of Work resulting in a greater cost shall be estimated and included in the bid and Contract Price."

SC-4.1 Add the new paragraphs immediately after paragraph 4.1. of the General Conditions which is to read as follows: "If it is necessary or desirable that the CONTRACTOR use or occupy land outside of the OWNER's right-of-ways, the CONTRACTOR shall obtain at his own expense and without liability to others written consent from or execute a written agreement with the OWNER and tenant of such land permitting such occupation.

The CONTRACTOR shall be responsible for all damage to crops, pavement, sidewalks and other property outside the boundaries of the right-of-ways and shall make satisfactory settlement for such damage directly with the property owner and tenant involved, as their interests in such damage may require.

SC-4.3.1.1 Add the following language at the end of paragraph 4.3.1.1. of the General Conditions: "Information on the existing Underground Facilities owned by the OWNER were provided by the OWNER. The OWNER accepts the responsibility for the completeness of such data or information shown for his self owned Underground Facilities."

SC-4.4 Add the following new paragraph immediately after paragraph 4.4 of the General Conditions: "The CONTRACTOR shall be responsible for laying out the work from the established reference points. The CONTRACTOR shall make the necessary arrangements for the ENGINEER to provide these services. The CONTRACTOR will pay the ENGINEER for staking, on a Lump Sum basis in the amount of $1,500. The CONTRACTOR will be responsible for verifying construction staking prior to construction. The CONTRACTOR will not be allowed extensions of time or damages because of delays caused by insufficient line and grade unless the ENGINEER has been notified 3 working days in advance. Relocation or restoration of stakes shall be performed at the CONTRACTOR'S expense."

SC-5.4 The limits of liability for the insurance required by Paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.4.1 and 5.4.2 Workers' Compensation, etc. under Paragraphs 5.4.1 and 5.4.2 of the General Conditions:

(1)	State: Nebraska	Statutory
(2)	Applicable Federal (e.g. Longshoreman)	Statutory
(3)	Employer's Liability: $100,000 each accident/$500,000 aggregate policy limit for disease/$100,000 each disease.	

SC-5.4.3, 5.4.4 and 5.4.5 COMMERCIAL GENERAL LIABILITY INSURANCE under paragraphs 5.4.3 through 5.4.5 of the General Conditions which shall also include completed operations and property liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

(1)	$2,000,000	General Aggregate [Except Products - Completed Operations]
(2)	$2,000,000	General Aggregate [Products - Completed Operations]
(3)	$1,000,000	[Personal & Advertising Injury]
(4)	$1,000,000	Each Occurrence [Bodily Injury & Property Damage]
(5)	Property Damage Liability Insurance will Provide Explosion, Collapse, and Underground Coverage where applicable	

SC-5.4.6 Automobile Liability: OWNED, NON-OWNED AND HIRED AUTOMOBILES

(1)	Liability: $1,000,000 $1,000,000	 Combined Single Limit Each Accident

SC-5-4.7 Umbrella Liability:

(1)	Excess Liability	General Aggregate

	$2,000,000 $2,000,000	Each Occurrence

SC-5.4.8 The City of McCook and Miller & Associates, Consulting Engineers, P.C., shall be listed as an additional insured for all coverage required under SC-5.4.3 through SC-5.4.6 and all other insurance requirements required for these Contract Documents, for the entire duration of the contract period.

The certificate holder on the Certificate of Insurance shall be as follows:

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

SC-5.4.10 The Contractual Liability required by Paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	$1,000,000 $1,000,000	General Aggregate Each Occurrence [Bodily Injury & Property Damage]

SC-5.6 Delete Paragraph 5.6 in its entirety and insert the following in its place:

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

1. This insurance shall:

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

b. in addition to the individuals and entities specified, include as additional insureds, the following:

1) The City of McCook and Miller & Associates, Consulting Engineers, P.C.,

c. be written on a Builder's Risk "all-risk" / Installation Floater, or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit;

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

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

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

g. include testing and startup; and

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

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

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.6 shall comply with the requirements of paragraph 5.8 of the General Conditions."

SC-6.2.1 Add a new paragraph immediately after 6.2 of the General Conditions: "The CONTRACTOR warrants and represents that he/she/it has policies in place governing the actions of the CONTRACTOR and any employees or agents or the CONTRACTOR regarding sexual harassment. The CONTRACTOR agrees to defend, indemnify and hold harmless the OWNER for actions of the CONTRACTOR or CONTRACTOR'S employees or agents in the execution of this agreement with the OWNER and its officers, employees and agents. The CONTRACTOR also understands and agrees that any violation of this provision will constitute sufficient cause to terminate the agreement.

It is prohibited for the CONTRACTOR to unlawfully use, possess, manufacture, distribute, deliver, or dispense a controlled substance or illegal drug on site, or at any time prior to arriving on site. It is equally prohibited for the CONTRACTOR to be under the influence of an unlawfully used controlled substance or illegal drug."

"The CONTRACTOR and the Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Contract, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, age, ancestry, martial status or national origin, pursuant to the requirements of Section 48-1122, Nebraska Revised Statutes (Reissue 1993)."

SC-6.9.3 Add a new paragraph immediately after paragraph 6.9.2 of the General Conditions: "6.9.3. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR'S Application for Payment on account of the particular Subcontractor's Supplier's, other person's or other organizations work."

SC-6.14.2 Add a new paragraph immediately after paragraph 6.14.2 of the General Conditions: "The CONTRACTOR shall give all notices and comply with all Laws and Regulations referenced and bound with the Contract Documents."

SC-6.15 Add the following language at the end of paragraph 6.15 of the General Conditions: "Taxes shall be included in the BID for non-exempt materials and equipment. The OWNER will appoint the CONTRACTOR to be its agent to purchase materials and equipment which are determined to be exempt from tax as outlined by the Nebraska Department of Revenue. The CONTRACTOR is responsible for calculating the labor and material sales tax correctly, as required by the Nebraska Department of Revenue. CONTRACTOR is also responsible for reporting the appropriate information to the Nebraska Department of Revenue."

SC-6.19 Add the following new paragraphs at the end of paragraph 6.19. of the General Conditions: "CONTRACTOR shall also measure exact location of all existing buried utilities encountered during construction and any below grade structures, including all water service, sewer services, gas services, telephone power lines, etc. Reference each item to a minimum of three (3) permanent reference points such as property corners, buildings, trees, fire hydrants, street curbs, and other fixed

structures. In addition to reference points, provide station location, depth of bury and additional pertinent information which will be required for locating items in the future.

The OWNER has the right to retain up to 5% of the Contract Amount until proper Record Documents are submitted to the ENGINEER for OWNER."

SC-6.20 Add the following language to paragraph 6.20.3 of the General Conditions: "Other property at the site or adjacent thereto shall include, but not be limited to the following:

(1) Gravel surfaced drives and roads
(2) Signs, fences, gates, mailboxes, drainage culverts and headwalls
(3) Overhead and underground telephone and power lines
(4) Topsoil, seeding and sodding
(5) Gas lines and services
(6) Sewer and water lines and services
(7) Lawn sprinkler systems

SC-6.20A Add the following: "All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes."

SC-6.20B Add the following: "LB 403 Contract Provisions - NEW EMPLOYEE WORK ELIGIBILITY STATUS: The CONTRACTOR is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The CONTRACTOR hereby agrees to contractually require any Sub-contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The Contractor hereby attests to the truth of the following certifications, and agrees as follows:

Nebraska Revised Statute Section 4-114. Contractor certifies compliance with the provisions of Section 4-114 and, hereby certifies that this Contractor shall register with and use a federal immigration verification system to determine the work eligibility of new employees physically performing services within the State of Nebraska. Contractor agrees to require all Sub-contractors by contractual agreement to require the same registration and verification process.

If the CONTRACTOR is an individual or sole proprietorship, the following applies:

1. The CONTRACTOR must complete the United States Citizenship Attestation Form and provide to the OWNER. The form is available on the Nebraska Department of Labor website at www.dol.nebraska.gov.

2. If the CONTRACTOR indicates on such attestation form that he or she is a qualified alien, the CONTRACTOR agrees to provide the US Citizenship and Immigration Services documentation required to verify the CONTRACTOR's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The CONTRACTOR understands and agrees that lawful presence in the United States is required and the CONTRACTOR may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108."

SC-7.5 Add the following language to paragraph 7.5 of the General Conditions: "Should CONTRACTOR cause damage to the work or property of any separate CONTRACTOR at the site, or should any claim arising out of CONTRACTOR'S performance of the Work at the site be made by any separate CONTRACTOR against CONTRACTOR, OWNER, ENGINEER, ENGINEER'S Consultants, the Construction Coordinator or any other person. CONTRACTOR shall promptly attempt to settle with such other CONTRACTOR by agreement, or to otherwise resolve the dispute by arbitration or at law, CONTRACTOR shall to the fullest extent, permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER'S Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate CONTRACTOR against OWNER, ENGINEER, ENGINEER'S Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. Should a separate CONTRACTOR cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate CONTRACTOR at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER'S Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER'S Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate CONTRACTOR and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR'S exclusive remedy with respect to OWNER, ENGINEER, ENGINEER'S Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate CONTRACTOR. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER'S Consultant or Construction Coordinator for activities that are their respective responsibilities.

SC-9.3 Add the following language at the end of paragraph 9.3 of the General Conditions: "If the OWNER and ENGINEER agree, ENGINEER may conduct employee interviews to assist the labor compliance officer to monitor Davis Bacon Act."

SC-9.10 Delete Paragraph 9.10 of the General Conditions in its entirety and insert the following in its place: "ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions)."

SC-11.9.3 Paragraph 11.9.3. of the General Conditions is hereby deleted in its entirety and the following is substituted in its place: "The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.9.3.1 if the total cost of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2 if there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3 if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles it to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract

Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed."

SC-13.12.1 In the first sentence of paragraph 13.12.1 of the General Conditions delete "Substantial completion" and replace with "final payment under the Agreement".

SC-14.2 Add new paragraphs immediately after paragraph 14.2. of the General Conditions which is to read as follows: "Payment for materials and equipment stored will be subject to the following limitations:

1) Amount of the bill of sale or invoice for the item
2) The unit price bid for the material or equipment item(s), if the unit price on the bill or sale or invoice exceeds the unit price bid
3) The quantity bid in the unit price bid schedule, if the quantity on the bill of sale or invoice exceeds the quantity bid.

The CONTRACTOR may request in writing to the OWNER, after fifty (50) percent of the work has been completed, to reduce retainage to five (5) percent on the current and remaining progress payments. The OWNER at his sole discretion may reduce the retainage. When the Work is substantially complete, the retainage may be reduced upon request to the OWNER. Again, the OWNER at his sole discretion may reduce the retainage."

SC-14.12 Add a new paragraph immediately after paragraph 14.12 of the General Conditions which is to read as follows: "The CONTRACTOR agrees to pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of this agreement. Prior to payment of the final three percent (3%) of this contract, the CONTRACTOR shall submit to the City written clearance from the Commissioner of the Department of Labor certifying that all payments then due from such combined tax or interest which may have arisen under this agreement have been made by the CONTRACTOR and all subcontracts to the Unemployment Compensation Fund (referred to as the Certification of Contribution Status Form 16)."

SC-16 Article 16 of the General Conditions is hereby deleted in its entirety.

SC-17 Add the following language to Article 17:

"17.1 Davis Bacon and Related Acts

A. During the performance of the Work under this Contract the CONTRACTOR must abide by the Labor Standards Provisions of the Davis Bacon and Related Acts. Wage determination rates, labor standard provisions, and additional governmental requirements are included in the governmental requirements section of the contract documents."

SPECIAL CONDITIONS

PART 1- GENERAL

1.01 PROJECT SIGNS

A. CONTRACTOR may furnish and install one of CONTRACTOR'S standard signs approved by OWNER, if desired by the CONTRACTOR.

1.02 SITE MAINTENANCE

A. Keep site clean of debris, rubble and paper. Store and stockpile materials in an orderly manner and protect against damage.

B. The CONTRACTOR shall keep a sufficient clearance around fire hydrants to permit their full and effective use in case of fire. The CONTRACTOR shall keep natural drainage and watercourses unobstructed or provide other equal courses effectively placed.

C. All streets and driveways must be provided with full vehicular access throughout construction except during trenching, pipe installation and backfilling. Upon completion of backfilling at all driveway crossings, install gravel surfacing and maintain in good condition. Unless otherwise noted, driveway crossings may be open cut and taken out of service temporarily but must be backfilled and gravel surfacing installed at the completion of each days work to ensure full vehicular access.

1.03 ORDER OF CONSTRUCTION

A. The order of construction is at the option of the CONTRACTOR(s). The CONTRACTOR may leave a maximum of two blocks of work in progress at any one time. Either temporary or permanent pavement must be in place before moving onto the next section of work. Any street closures must be coordinated with the OWNER and the CONTRACTOR must provide a Traffic Control Plan to be approved by the City and publish in the local newspaper for any proposed street closures.

B. At no time shall the CONTRACTOR or his employees modify operation of the existing storm sewer, wastewater or water systems or start construction modifications without approval of the OWNER except in emergency to prevent or minimize damage.

C. Construction operations will be scheduled to allow the OWNER'S Water Supply to remain in service throughout the project. Connection with existing line shall be made at a time and under conditions which will least interfere with service to the effected customers.

D. The CONTRACTOR shall select the order of work and establish the schedule for construction, subject to review of the OWNER and ENGINEER.

E. Construction operations, except sawing and cutting, shall be limited to daylight hours, unless approved otherwise in writing by the Engineer.

F. Placement of water mains and services in service shall not be completed until approval from the Nebraska Department of Environment & Energy has been issued.

1.04 PROJECT MEETINGS

A. The ENGINEER shall conduct construction meetings, if necessary, between:

1. CONTRACTOR'S Project Manager.
2. CONTRACTOR'S Project Superintendent.
3. OWNER'S designated Representative(s) and Project ENGINEER'S designated Representative(s).

B. Meetings will be conducted at City Office.

C. The ENGINEER shall take meeting minutes, review minutes with participants at meetings, and submit copies of meeting minutes to participants.

D. The ENGINEER shall schedule meetings for most convenient time frame.

E. The CONTRACTOR shall have present progress available on "Record" drawings, as required by General Conditions, Paragraph 6.19.

1.05 TESTING

A. The CONTRACTOR will pay the ENGINEER for the cost of soil, concrete and other testing, as follows:

Soils Testing (In Place Density, Nuclear or Balloon)		
Description	***Frequency***	***Cost***
Trenching (Horizontal)	100 ft ±	LUMP SUM FEE $1,000
Trenching (Vertical)	3 ft ±	
Embankment	400 SY and/or 2 vertical ft.	
Subgrade	180 SY	

Concrete Testing		
Description	***Frequency***	***Cost***
Slump	100 CY	LUMP SUM FEE $500
Air Content	100 CY	
Casting Cylinders (Compressive Strength)	100 CY	
Temperature	100 CY	

1. In place field density tests for soils and concrete shall be provided by the Engineer or as directed by the Engineer. Passing tests are at no cost to the Contractor. Failing tests or re-tests are at the cost shown in the table below and will be invoiced to the Contractor by the Engineer. The minimum frequency of testing required is provided in the table

2. Concrete testing shall be conducted for each day concrete is placed for pours smaller than 100 cy or every 100 cy for continuous pours.

3. Should the Engineer perform a test other than these specified locations or frequency and the test passes, the fee shall be waived. However, if the test fails, it will be billed to the Contractor at the rates shown within this section, until the tests pass. Separate required proctor curves shall be obtained by the Contractor at no additional cost to the Owner or Engineer.

4. If the Contractor provides fill materials for trench and embankment that was not originally tested or is different, the Contractor is responsible for providing Proctor curves to the Owner/Engineer at no additional cost to the Owner or Engineer.

5. CONCRETE TESTING. The CONTRACTOR shall be responsible for costs associated with concrete testing, securing samples, storing, delivering, handling, and performing tests.

6. OTHER TESTING. Unless specifically stated otherwise in individual sections of specifications or drawings, required testing, testing procedures, reports, certificates, and costs associated with all phases of securing required satisfactory test are the full responsibility of the CONTRACTORS.

B. The CONTRACTOR will be invoiced at the completion of construction activities.

1.06 DATA AND MEASUREMENT

A. The data given herein and shown on the drawings are as accurate as could be obtained, their accuracy is not guaranteed. The CONTRACTOR must verify all levels, locations, measurements, and dimensions on the job site and adapt his work into the exact construction. Scale measurements taken from prints are not considered for more than reference, the larger scale drawings take precedence over the smaller scale, and shop drawings take precedence over all others.

GOVERNMENTAL REQUIREMENTS

GOVERNMENTAL REQUIREMENTS
NEBRASKA DEPARTMENT OF ENVIRONMENT & ENERGY
STATE REVOLVING LOAN FUND – NON-EQUIVALENCY

- **General Wage & Davis-Bacon Requirements**
  - Department of Labor Memo 130 – March 17, 1978 1-6
  - Department of Labor Memo 131 – July 14, 1978 7-9
  - Wage Rate Requirements under Public Law 111-88 10-17
  - EPA Memo – November 16, 2012: Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants 18-19
  - Standard Form 1445: Labor Standards Interview 20
  - Standard Form 1444: Request for Authorization of Additional Classification and Rate 21
  - Wage & Hour Form 347: Payroll 22-23

- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) 24-28

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) 29-31

- EPA Disadvantaged Business Enterprise Program 32-33
  - Subcontractor: Subcontractor Comment Form (NDEE 6100-2) 34-35

- **American Iron and Steel**
  - EPA MEMO – March 20, 2014 – Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014 36-55
  - EPA MEMO – November 20, 2018 – Application of American Iron and Steel Requirements for Drinking Water State Revolving Fund Projects for Fiscal Years 2019 through 2023 56
  - AIS Waivers
    - EPA Memo – April 15, 2014: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014 57-59
    - EPA Memo – October 27, 2015: National Product Waiver for Minor Components within Iron and Steel Products (with Cost Ceiling) for State Revolving Fund Projects 60-61
    - EPA Memo – February 18, 2015: National Product Waiver for Pig Iron and Direct Reduced Iron for State Revolving Fund Projects 62-64

- **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**
  - EPA MEMO – December 12, 2020: Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs 65-66

- **General Wage Decision** 67-72

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
Wage and Hour Division
WASHINGTON, D.C. 20210

MAR 17 1978

ALL AGENCY MEMORANDUM NO. 130

TO: ALL GOVERNMENT CONTRACTING AGENCIES AND THE DISTRICT OF COLUMBIA

FROM: XAVIER M. VELA
ADMINISTRATOR

SUBJECT: Application Of The Standard Of Comparison "Projects Of A Character Similar" Under The Davis-Bacon And Related Acts

The purpose of this memorandum is to set forth present policies of the Wage and Hour Division with regard to the determination of "projects of a character similar to the contract work" for wage determination purposes. The guidelines contained in the memorandum are to be used by the contracting agencies in selecting the proper schedule(s) of wage rates from the Federal Register and in instructing contractors regarding the application of multiple schedules. This memorandum supersedes A11 Agency Memorandum No. 68 (July 19, 1966).

The Davis-Bacon and related Acts require the Secretary of Labor to determine the prevailing wage rates for corresponding classes of laborers and mechanics on projects in the area which are of a "character similar" to the proposed contract work to which the determination will be applied. The Department's Wage Appeals Board in a decision specifically relating to high-rise apartment buildings (WAB Case No. stated:76-11, dated January 27, 1977) stated:

> The test of whether a project is of a character similar to another project refers to the nature of the project itself in a construction sense, not to whether union or nonunion wages are paid or whether union or nonunion workers are employed. Since the 1935 amendments to the Davis-Bacon Act, the statutory focus has always been on the character of the project itself rather than on who was employed on the project or how much he or she was being paid.

Again, in a decision relating to a water treatment plant project (WAB Case No. 77-20, dated September 30, 1977), the Board stated: "When it is clear from the nature of the project itself in a construction sense that it is to be categorized as either building, heavy, or highway construction it is not necessary to resort to an area practice survey to determine the appropriate categorization of the project."

Generally construction projects are classified as either Building, Heavy, Highway or Residential. 1/ Below are descriptions of these classifications with an illustrative listing of the kinds of projects that are generally included within the classification. Contracting agencies should utilize these descriptions and illustrations in carrying out their responsibilities, to insure a uniform and consistent administration of the Davis-Bacon and related prevailing wage statutes. The advertised and contract specifications should identify as specifically as possible the segments of work to which the schedules will apply. Note, however, that the descriptions and illustrations are guides. Contracting agencies should seek a determination from the Department of Labor on close questions or when the appropriate classification is in dispute. In making this determination where a project does not readily fall within any category, the Department of Labor may consider wages being paid on analogous projects as an indication of the proper category. As stated by the Wage Appeals Board in WAB Case No. 77-23, dated December 30, 1977: "Wages, however, are only one indication. It is also necessary to look at other characteristics of the project, including the construction techniques, the material and equipment being used on the project, the type of skills called for on the project work and other similar factors which would indicate the proper category of construction."

BUILDING CONSTRUCTION

Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade

---

I/ Generally, for wage determination purposes, a project consists of all construction necessary to complete a facility regardless of the number of contracts involved so long as all contracts awarded are closely related in purpose, time and place. For example, demolition or site work preparatory to building construction is considered a part of the building project for wage determination purposes. Where a project, such as a water and sewage treatment plant, includes construction items that in themselves would be otherwise classified, a multiple classification may be justified if such construction items are a substantial part of the project. Further, however, a separate classification would not apply if such construction items are merely incidental to the total project to which they are closely related in function. For example, water or sewer line work which is a part of a building project would not generally be separately classified. Where construction is "incidental" in function, 20 percent of project cost is used as a rough guide for determining when construction is also "incidental" in amount to the overall project.

level, as well as incidental grading, utilities and paving. Additionally, such structures need not be "habitable" to be building construction. The installation of heavy machinery and/or equipment does not generally change the project's character as a building.

Examples

Alterations and additions to buildings
Apartment buildings (5 stories and above)
Arenas (enclosed)
Auditoriums
Automobile parking garages
Banks and financial buildings
Barracks
Churches
City halls
Civic centers
Commercial buildings
Court houses
Detention facilities
Dormitories
Farm buildings
Fire stations
Hospitals
Hotels
Industrial buildings
Institutional buildings
Libraries
Mausoleums
Motels
Museums
Nursing and convalescent facilities
Office buildings
Out-patient clinics
Passenger and freight terminal buildings
Police stations
Post offices Power plants
Prefabricated buildings
Remodeling buildings
Renovating buildings
Repairing buildings
Restaurants
Schools
Service stations
Shopping centers
Stores
Subway stations
Theaters
Warehouses Water and sewage treatment plants (buildings only)

RESIDENTIAL CONSTRUCTION

Residential projects for Davis-Bacon purposes are those involving the construction, alteration, or repair of single family houses or apartment buildings of no more than four(4) stories in height. This includes all incidental items such as site work, parking areas, utilities, streets and sidewalks.

Examples

Town or row houses
Apartment buildings (4 stories or less)
Single family houses
Mobile home developments
Multi-family houses
Married student housing

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building", "highway", or "residential". Unlike these classifications, heavy construction is not a homogeneous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules issued. For example, separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

Examples

Antenna towers
Bridges (major bridges designed for commercial naviqation) 2/
Breakwaters
Caissons (other than building or highway)
Canals
Channels
Channel cut-offs
Chemical complexes or facilities (other than buildings)
Cofferdams
Coke ovens
Dams
Demolition (not incidental to construction)
Dikes
Docks
Drainage projects

2/ Major bridges contain elements of both heavy and higMy construction. See WAB Case No. 772 (October 21, 1977)

Dredging projects
Electrification projects (outdoor)
Flood control projects
Industrial incinerators (other than building)
Irrigation projects
Jetties
Kilns
Land drainage (not incidental to other construction)
Land leveling (not incidental to other construction)
Land reclamation
Levees
Locks, waterways
Oil refineries (other than buildings)
Pipe lines
Ponds
Pumping stations (prefabricated drop-in units - not buildings)
Railroad construction
Reservoirs
Revetments
Sewage collection and disposal lines
Sewers (sanitary, storm, etc)
Shoreline maintenance
Ski tows
Storage tanks
Swimming pools (outdoor)
Subways (other than buildings)
Tipples
Tunnels
Unsheltered piers and wharves
Viaducts (other than highway)
Water mains
Water-way construction
Water supply lines (not incidental to building)
Water and sewage treatment plants (other than buildings)
Wells

HIGHWAY CONSTRUCTION

Highway projects include the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

Examples

Alleys
Base courses
Bituminous treatments
Bridle paths
Concrete pavement
Curbs
Excavation and embankment (for road construction)

Fencing (highway)
Grade crossing elimination (overpasses or underpasses)
Guard rails on highway
Highway signs
Highway bridges (overpasses; underpasses; grade separation)
Medians
Parking lots
Parkways
Resurfacing streets and highways
Roadbeds
Roadways
Runways
Shoulders
Stabilizing courses
Storm sewers incidental to road construction
Street Paving
Surface courses
Taxiways
Trails

In applying these guidelines contracting agencies are reminded that they have the authority only in the first instance to designate the appropriate wage schedule(s) from the Federal Resister, and to determine the application of multiple schedules issued by the Wage and Hour Division in project wage determinations. Any questions regarding the application of the guidelines set forth in this memorandum to a particular project or any disputes regarding the application of the wage schedules are to be referred to the Wage and Hour Division for resolution, and the instructions of the Wage and Hour Division are to be observed in all instances. Furthermore, where multiple schedules are issued by the Wage and Hour Division, they must be utilized in the contract specifications unless the agency requests and receives a change in the wage determination from the Wage and Hour Division. To ensure that appropriate schedules are issued, contracting agencies are advised to provide the Wage and Hour Division in their requests for wage determinations with a sufficiently specific description of the project to be able to determine its character.

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
Wage and Hour Division
WASHINGTON, D.C. 20210

JUL 14 1978

ALL AGENCY MEMORANDUM NO. 131

TO: ALL GOVERNMENT CONTRACTING AGENCIES AND THE DISTRICT OF COLUMBIA

FROM: XAVIER M. VELA
ADMINISTRATOR

SUBJECT: Clarification of All Agency Memorandum No. 130

The purpose of this memorandum is to clarify Memorandum No. 130, dated March 17, 1978. Although the Wage and Hour Division has received a positive reaction from most contracting agencies who work regularly with the issues raised, some questions have arisen over specific aspects of the memorandum.

Memorandum No. 130 is intended to be a guide to categories of projects in a construction sense and is to be applied uniformly by the contracting agencies in the absence of specific direction on the wage determination or advice by the Wage and Hour Division. However, the Wage and Hour Division is aware that in some circumstances the category of a project may appear to be unclear or a literal application of the guidelines may be inappropriate. For example, questions frequently arise over pumping stations, which may vary greatly in sophistication and construction techniques. Therefore, if the contracting agency has any questions regarding application of the guidelines in a specific case, or if a question is raised with the agency by interested parties, the issue of application of the wage rate schedules should be referred to the Wage and Hour Division. This referral should include a complete description of the project, any evidence available of area practice regarding wages paid on similar projects, comments by interested parties which may have been submitted to the agency, and- the agency's recommendation. Where the nature of the project in a construction sense is not clear, area practice regarding wages paid will be taken into consideration together with other factors such as construction techniques and classifications of workers required on the project. See WAB Case No. 77-23 (December 30, 1977).

Questions have also arisen regarding the circumstances in which multiple schedules of wage rates are issued for a project which includes construction items that in themselves would be

different categories of construction. Because of the complexities in application of multiple schedules, the contracting agency should consult with the Wage and Hour Division whenever it appears that more than one schedule of rates is appropriate for a project, unless the wage decision(s) as issued indicates that multiple schedules are applicable.

Generally, multiple schedules are issued if the construction items are substantial in relation to project cost -- more than approximately 20 percent. Only one schedule is issued if construction items are "incidental" in function to the over-all character of a project (e.g. paving of parking lots or an access road on a building project), and if there is not a substantial amount of construction in the second category. Note, however, that 20 percent is a rough guide. For example, when a project is very large, items of work of a different character may be sufficiently substantial to warrant a separate schedule even though these items of work do not specifically amount to 20 percent of the total project cost.

Although the example given is that of incidental paving and utilities, the same principles are applied to other categories, such as building construction on a heavy or highway project. Thus, in a recent case, the Wage and Hour Division deleted the building schedule when it learned that a small building under a contract primarily for runway construction was approximately 4 percent of project cost. Another example of general interest is the applicability of the building schedule to a building in a rest area of a highway. In this situation, applying the principles of MARTA, WAB Case No. 75-5, for extensive projects, the project for comparison purposes is the rest area itself, rather than the entire highway.

These principles regarding incidental construction are not in conflict with the Wage and Hour Division's recognition in certain circumstances (WAB Case No. 77-19) of a clearly established practice of paying different wage rates on specific portions of building projects. For example, different rates may be paid for incidental paving and utilities than are paid in the construction of buildings on building projects. These projects are building projects, and the wage rates issued by the Wage and Hour Division for incidental paving and utilities reflect wages paid on such work on building projects.

Contracting agencies are reminded of their responsibility to advise contractors on the application of multiple wage schedules issued by the Wage and Hour Division or obtained by the agency from the Federal Register. If any questions arise regarding application of the schedules to the project in accordance with these guidelines, or if it appears that a

wage schedule may have been issued in error, a ruling should be requested from the Wage and Hour Division. On these issues, as in all other matters in the administration of the Davis-Bacon and related acts, we will continue to work cooperatively with the contracting agencies. For convenience, Memorandum No. 130 is attached.

Attachment

WAGE RATE REQUIREMENTS UNDER PUBLIC LAW 111-88

Public Law 111-88 (effective 10/1/09) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government via USEPA pursuant to Public Law 111-88 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon (DB) and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard DB contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under Public Law 111-88 shall ensure that the standard DB contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of Public Law 111-88, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of DB requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

With respect to the Clean Water and Safe Drinking Water State revolving Funds, EPA provides capitalization grants to each State, which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

I. Requirements for Subrecipients That Are Governmental Entities

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact (insert name or organizational unit Regional EPA DB contact) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/index.htm.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving wastewater or drinking water treatment plants is subject to DB. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at https://sam.gov/content/wage-determinations. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to NDEE, SRF Program's email at NDEE.SRF@nebraska.gov for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments, or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official). Questions and assistance can be directed to the NDEE SRF program at (402) 471-2186.

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts.

Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipients shall monitor https://sam.gov/content/wage-determinations on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipients.

(ii) If the subrecipients are not awarded the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipients, obtains an extension of the 90 day period from DOL pursuant to 29 CFR Part 1 §1.6(c)(3)(iv). The subrecipients shall monitor https://sam.gov/content/wage-determinations on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment, or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subecipient shall insert the appropriate DOL wage determination from https://sam.gov/content/wage-determinations into the ordering instrument.

(d) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR Part 1 §1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall ensure that the subrecipient(s) shall insert in full in any contract, for projects in excess of $2,000, which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR Part 5 §5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5 §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, https://sam.gov/content/wage-determinations.

(ii) (A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a Standard Form 1444, Request for Authorization of Additional Classification and Rate (SF-1444) shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the SF-1444 Form, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR Part 5 §5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR Part 5 §5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5 §5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347.pdf instructions are also found on-line at: http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient (s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5 §5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5 §5.5 (a)(3)(ii), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 29 CFR Part 5 §5.5 (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph 29 CFR Part 5 §5.5 (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5 §5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR Part 5 §5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5 §5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5 §5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR Part 5 §5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR Part 5 §5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Part 5 §5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Part 5 §5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above, or 29 CFR Part 4 §4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such

sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5 §5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. **Compliance Verification.**

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR Part 5 §5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract (see the following, November 16, 2012, EPA MEMORANDUM, Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants). Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e). Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Nebraska Office listed at https://www.dol.gov/whd/WHD_district_offices.pdf.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
ADMINISTRATION
AND RESOURCE
MANAGEMENT

November 16, 2012

MEMORANDUM

SUBJECT: Class Deviation---Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants

FROM: Denise A. Polk, Director
National Policy, Training and Compliance Division
Office of Grants and Debarment

TO: Randall Hill, Acting Director
Office of Wastewater Management (OWM)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (OGWDW)

I am responding to your request for a class waiver from the prevailing wage interview interval requirement in EPA's State Revolving Fund (SRF) Davis-Bacon Act Terms and Conditions (T&C) included in Agency's Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) grants that fund construction projects. This waiver would allow the Office of Wastewater Management (OWM) and the Office of Ground Water and Drinking Water (OGWDW) to omit the reference to required timing of interviews in EPA's SRF Davis-Bacon T&C. Currently, both programs are subject to the prevailing wage provisions of the Davis-Bacon Act.

BACKGROUND

EPA's Appropriations Act language applies the Davis-Bacon Act prevailing wage requirements to the Agency's SRF programs. EPA's SRF Davis-Bacon T&C is based on the requirements of certain Department of Labor (DOL) regulations implementing the Act. The Director of the Office of Grants and Debarment has the authority to waive provisions in EPA's Davis-Bacon terms and conditions that are not specifically required by DOL regulations or the Act.

The language in EPA's SRF Davis-Bacon T&C from which OWM and OGWDW are seeking a waiver is as follows (in italics):

5. (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. *At a minimum, the subrecipient should conduct interviews with a representative group of*

covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

The provision for two week interview intervals is not a regulatory or statutory requirement.

Due to the large scope of most CWSRF and DWSRF projects, very few laborers and mechanics are typically on-site at the minimal intervals prescribed by the T&C. The DWSRF and CWSRF programs believe that recipients or sub-recipients should be allowed to conduct such interviews if and when the recipient finds it necessary to ensure that contractors are complying with the prevailing wage requirements.

CONCURRENCES

The Office of General Counsel concurs with the approval of this waiver.

ACTION

I have reviewed and approve this request for a waiver from the two week interview interval requirements contained in EPA's standard SRF Davis-Bacon Terms and Conditions. This approval exempts both new and existing CWSRF and DWSRF awards from these requirements.

For new awards, this means that EPA may modify the standard Terms and Condition to delete these requirements.

For existing awards, Project Officers must place a copy of this class deviation in their official project file, with a notation on the award stating that the requirements have been superseded by the class deviation. A formal amendment to the grant agreement is not required. Project Officers must also notify the recipient of the class deviation.

cc: Howard Corcoran, Office of Grants and Debarment
Laurice Jones, Office of Grants and Debarment
Joanne Hogan, Office of General Counsel
Jordan Dorfman, Office of General Counsel
Ellen O'Boyle, Office of Grants and Debarment
Alexandra Raver, Office of Grants and Debarment
George Ames, State Revolving Fund Branch
Chuck Job, Infrastructure Branch

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR			
	STREET ADDRESS		
NAME OF EMPLOYER			
	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

OMB Control Number: 9000-0066
Expiration Date: 5/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. **TO:** ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. **FROM:** *(REPORTING OFFICE)*
3. CONTRACTOR	4. DATE OF REQUEST

5. CONTRACT NUMBER	6. DATE BID OPENED *(SEALED BIDDING)*	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (If *APPLICABLE) (SERVICE CONTRACT ONLY)*

10. SUBCONTRACTOR *(IF ANY)*

11. PROJECT AND DESCRIPTION OF WORK *(ATTACH ADDITIONAL SHEET IF NEEDED)*

12. LOCATION *(CITY, COUNTY, AND STATE)*

13. *IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE* INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS *(Service contracts only)* *(Use reverse or attach additional sheets, if necessary)*	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. ☐ AGREE ☐ DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))*

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR OR SUBCONTRACTOR	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act .S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer chanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

stimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have omments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. ngton, D.C. 20210

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

– Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:

   b. "Director" means Director, Office of Federal Contract compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:

   c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

   d. "Minority" includes:

      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race):

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participation in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provide in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

female utilization the Contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or woman shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to trading programs approved by the U. S. Department of Labor.

7. 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notifications to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of these affirmative action obligations (7(a) through (p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be assured as fulfilling any one or more of its obligations under 7(a) through (p) of these Specifications effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill and obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in the easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 – Friday, April 7, 1978 (Corrected May 5, 1978) – Effective Date; May 8, 1978
Federal Register, Vol. 45, No. 194, Paragraph 4, revised October 3, 1980
Effective Date: September 30, 1980

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
All years	Insert goals for area	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Department of Labor EEO Minority Goals for Contractor Workforce as per the October 3, 1980 Federal Register by Region 7 Counties

Iowa

Adair 2.4
Adams 5.3
Allamakee 0.5
Appanoose 2.4
Audubon 5.3
Benton 1.5
Black Hawk 4.7
Boone 2.4
Bremer 2.0
Buchanan 2.0
Buena Vista 0.4
Butler 2.0
Calhoun 0.4
Carroll 0.4
Cass 5.3
Cedar 1.5
Cerro Gordo 2.0
Cherokee 1.2
Chickasaw 2.0
Clarke 2.4
Clay 0.4
Clayton 0.5
Clinton 3.4
Crawford 1.2
Dallas 2.4
Davis 2.4
Decatur 2.4
Delaware 0.5
Des Moines 3.4
Dickinson 0.4
Dubuque 0.6
Emmet 0.4
Fayette 2.0
Floyd 2.0
Franklin 2.0
Fremont 5.3
Greene 0.4
Grundy 2.0
Guthrie 2.4
Hamilton 0.4
Hancock 2.0
Hardin 2.0
Harrison 5.3
Henry 3.4
Howard 2.0
Humboldt 0.4
Ida 1.2
Iowa 1.5
Jackson 0.5
Jasper 2.4
Jefferson 2.4
Johnson 1.5
Jones 1.5
Keokuk 2.4
Kossuth 0.4
Lee 3.4
Linn 1.7
Louisa 3.4
Lucas 2.4
Lyon 0.8
Madison 2.4
Mahaska 2.4
Marion 2.4
Marshall 2.4
Mills 5.3
Mitchell 2.0
Monona 1.2
Monroe 2.4
Montgomery 5.3
Muscatine 3.4
O'Brien 1.2
Osceola 0.8
Page 5.3
Palo Alto 0.4
Plymouth 1.2
Pocahontas 0.4
Polk 4.5
Pottawattamie 7.6
Poweshiek 2.4
Ringgold 2.4
Sac 0.4
Scott 4.6
Shelby 5.3
Sioux 1.2
Story 2.4
Tama 2.4
Taylor 5.3
Union 2.4
Van Buren 2.4
Wapello 2.4
Warren 4.5
Washington 1.5
Wayne 2.4
Webster 0.4
Winnebago 2.0
Winneshiek 0.5
Woodbury 1.9
Worth 2.0
Wright 0.4

Kansas

Allen 2.3
Anderson 10.0
Atchison 10.0
Barber 5.7
Barton 5.7
Bourbon 2.3
Brown 10.0
Butler 7.9
Chase 5.7
Chautauqua 5.7
Cherokee 2.3
Cheyenne 1.5
Clark 5.7
Clay 6.5
Cloud 1.5
Coffey 6.5
Comanche 5.7
Cowley 5.7
Crawford 2.3
Decatur 1.5
Dickinson 1.5
Doniphan 10.0
Douglas 7.2
Edwards 5.7
Elk 5.7
Ellis 1.5
Ellsworth 1.5
Finney 5.7
Ford 5.7
Franklin 10.0
Geary 6.5
Gove 1.5
Graham 1.5
Grant 5.7
Gray 5.7
Greeley 5.7
Greenwood 5.7
Hamilton 5.7
Harper 5.7
Harvey 5.7
Haskell 5.7
Hodgeman 5.7
Jackson 6.5
Jefferson 9.0
Jewell 1.5
Johnson 12.7
Kearny 5.7
Kingman 5.7
Kiowa 5.7
Labette 2.3
Lane 5.7
Leavenworth 10.0
Lincoln 1.5
Linn 10.0
Logan 1.5
Lyon 6.5
Marion 5.7
Marshall 6.5
McPherson 5.7
Meade 5.7
Miami 10.0
Mitchell 1.5
Montgomery 2.3
Morris 6.5
Morton 5.7
Nemaha 6.5
Neosho 2.3
Ness 5.7
Norton 1.5
Osage 9.0
Osborne 1.5
Ottawa 1.5
Pawnee 5.7
Phillips 1.5
Pottawatomie 6.5
Pratt 5.7
Rawlins 1.5
Reno 5.7
Republic 1.5
Rice 5.7
Riley 6.5
Rooks 1.5
Rush 5.7
Russell 1.5
Saline 1.5
Scott 5.7
Sedgwick 7.9
Seward 5.7
Shawnee 9.0
Sheridan 1.5
Sherman 1.5
Smith 1.5
Stafford 5.7
Stanton 5.7
Stevens 5.7
Sumner 5.7
Thomas 1.5
Trego 1.5
Wabaunsee 6.5
Wallace 1.5

Washington 6.5
Wichita 5.7
Wilson 2.3
Woodson 2.3
Wyandotte 12.7

Missouri

Adair.....4.0
Andrew.....9.2
Atchison.....10.0
Audrain.....4.0
Barry.....2.3
Barton.....2.3
Bates.....10.0
Benton 10.0
Bollinger.....11.4
Boone 6.3
Buchanan.....9.2
Butler.....11.4
Caldwell.....10.0
Callaway.....4.0
Camden.....4.0
Cape Girardeau.....11.4
Carroll.....10.0
Carter.....11.4
Cass 12.7
Cedar 2.3
Chariton.....4.0
Christian 2.0
Clark.....3.4
Clay 12.7
Clinton.....10.0
Cole 4.0
Cooper.....4.0
Crawford.....11.4
Dade 2.3
Dallas.....2.3
Daviess 10.0
De Kalb 10.0
Dent.....11.4
Douglas 2.3
Dunklin.....26.5
Franklin 14.7
Gasconade 11.4
Gentry.....10.0
Greene 2.0
Grundy.....10.0
Harrison.....10.0
Henry.....10.0
Hickory.....2.3
Holt.....10.0
Howard.....4.0
Howell.....2.3
Iron 11.4
Jackson 12.7
Jasper 2.3
Jefferson 14.7
Johnson 10.0
Knox.....4.0
Laclede 2.3
Lafayette.....10.0
Lawrence 2.3
Lewis 3.1
Lincoln 11.4
Linn.....4.0
Livingston 10.0
McDonald 2.3
Macon 4.0
Madison 11.4
Maries 11.4
Marion 3.1
Mercer.....10.0
Miller 4.0
Mississippi 11.4
Moniteau 4.0
Monroe.....4.0
Montgomery 11.4
Morgan.....4.0
New Madrid 26.5
Newton 2.3
Nodaway 10.0
Oregon 2.3
Osage.....4.0
Ozark 2.3
Pemiscot 26.5
Perry 11.4
Pettis.....10.0
Phelps 11.4
Pike 3.1
Platte 12.7
Polk 2.3
Pulaski 2.3
Putnam 4.0
Ralls 3.1
Randolph.....4.0
Ray 12.7
Reynolds 11.4
Ripley 11.4
St. Charles 14.7
St. Clair 2.3
St. Francois 11.4
Ste. Genevieve 11.4
St. Louis 14.7
St. Louis City 14.7
Saline.....10.0
Schuyler 4.0
Scotland.....4.0
Scott 11.4
Shannon 2.3
Shelby 4.0
Stoddard 11.4
Stone 2.3
Sullivan.....4.0
Taney.....2.3
Texas 2.3
Vernon 2.3
Warren.....11.4
Washington.....11.4
Wayne.....11.4
Webster.....2.3
Worth.....10.0
Wright.....2.3

Nebraska

Adams.....1.4
Antelope 1.2
Arthur 1.4
Banner 5.3
Blaine.....1.4
Boone.....1.4
Box Butte.....5.3
Boyd 1.4
Brown 1.4
Buffalo.....1.4
Burt.....5.3
Butler.....1.9
Cass 5.3
Cedar 1.2
Chase 1.4
Cherry.....1.4
Cheyenne 5.3
Clay 1.4
Colfax 5.3
Cuming 1.2
Custer.....1.4
Dakota 1.9
Dawes 5.3
Dawson.....1.4
Deuel 5.3
Dixon.....1.2
Dodge 5.3
Douglas.....7.6
Dundy.....1.4
Fillmore 1.9
Franklin.....1.4
Frontier 1.4
Furnas 1.4
Gage.....1.9
Garden 5.3
Garfield.....1.4
Gosper 1.4
Grant.....1.4
Greeley 1.4
Hall 1.4
Hamilton 1.4
Harlan.....1.4
Hayes.....1.4
Hitchcock 1.4
Holt 1.4
Hooker.....1.4
Howard.....1.4
Jefferson 1.9
Johnson.....1.9
Kearney 1.4
Keith.....1.4
Keya Paha 1.4
Kimball.....5.3
Knox.....1.2
Lancaster 2.8
Lincoln 1.4
Logan 1.4
Loup 1.4
McPherson 1.4
Madison.....1.2
Merrick.....1.4
Morrill.....5.3
Nance 1.4
Nemaha 1.9
Nuckolls 1.4
Otoe.....1.9
Pawnee 1.9
Perkins.....1.4
Phelps 1.4
Pierce.....1.2
Platte 5.3
Polk 1.9
Red Willow 1.4
Richardson 1.9
Rock 1.4
Saline.....1.9
Sarpy 7.6
Saunders 5.3
Scotts Bluff 5.3
Seward.....1.9
Sheridan 5.3
Sherman 1.4
Sioux 5.3
Stanton 1.2
Thayer 1.9
Thomas.....1.4
Thurston 1.2
Valley.....1.4
Washington 5.3
Wayne 1.2
Webster 1.4
Wheeler.....1.4
York 1.9

EPA DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

(See http://www.epa.gov/osbp/dbe_team.htm for more information)

Prime Contractor Responsibilities:

1. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 (DBE regulations) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

2. If the contractor awards subcontracts, the contractor should employ the good faith efforts in paragraph No. 3 to try to meet the following subcontracting goals: Minority business enterprise – 6% Women's business enterprise – 8%.

3. If the contractor awards subcontracts, the contractor should take the following good faith efforts to subcontract with small business enterprises, minority business enterprises, and women's business enterprises (i.e. DBEs):

    a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government grant recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

    b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

    c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local government grant recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

    d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

    e. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

4. The contractor should provide the attached DBE subcontractor Participation Form (6100-2) and the attached DBE Subcontractor Performance Form (6100-3) to each DBE subcontractor when soliciting bid proposals.

5. The contractor should complete the attached DBE subcontractor Utilization Form (6100-4).

6. The contractor should submit to the Owner with the bid package the completed DBE Subcontractor Utilization Form (6100-4), plus a DBE Subcontractor Performance Form (6100-3) for each DBE subcontractor used in the contractor's bid.

7. The contractor should pay DBE subcontractors for satisfactory performance no more than 30 days from receipt of payment from owner.

8. The contractor should notify the Owner in writing prior to the termination of a DBE subcontractor for convenience.

9. The contractor should employ the good faith efforts in paragraph No. 3 if soliciting a replacement after a DBE subcontractor fails to complete work under the subcontract for any reason.

10. The contractor should employ the good faith efforts in paragraph No. 3 even if the prime contractor has achieved its fair share objectives in paragraph No. 2.

11. The contractor should report to the Owner each April 5 and October 5, the DBE participation achieved in each semiannual period ending March 31 and September 30.

12. The contractor should maintain records documenting efforts to comply with DBE requirements, including documentation of good faith efforts. The records of the successful bidder will be requested by Owner to be maintained in Owner's file. Subcontractor Responsibilities:

    a. A DBE must be certified as per the EPA regulation at 40 CFR 33.204. The DBE must first attempt to be certified by the U.S. Small Business Administration, the U.S. Department of Transportation, an Indian Tribal Government, State Government, local Government, or independent private organization. If unsuccessful, the DBE may apply to EPA.

    b. The DBE may submit the attached DBE Subcontractor Participation Form (6100-2) to ATTN: Grant Assistant, EPA Region 7 PLMG, 901 N 5th St., Kansas City, KS 66101.

    c. The DBE should complete the attached DBE Subcontractor Performance Form (6100-3), and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

Attachments

Website for forms:
http://www.epa.gov/osbp/dbe_forms.htm under Contract Administration Forms section.

3/26/10

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] sucontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	**Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies**	**Amount Received by Prime Contractor**
DBE Certified By: DOT SBA Other: _____	Meets/ exceeds EPA certification standards? YES NO Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

NDEE FORM 6100-2 (DBE Subcontractor Participation Form)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests				
• Does the waiver request include the following information?				
— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests				
• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested?				
— Supplier information or other documentation indicating availability/delivery date for materials				
— Project schedule				
— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include:				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States				
— Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

NOV 2 C 2018

OFFICE OF WATER

MEMORANDUM

SUBJECT: Application of American Iron and Steel Requirements for Drinking Water State Revolving Fund Projects for Fiscal Years 2019 Through 2023

FROM: Anita Maria Thompkins, Director
Drinking Water Protection Division

TO: Water Management Division Directors
Regions I-X

On October 23, 2018, the President signed the "America's Water Infrastructure Act of 2018" (AWIA), which includes several updates and revisions to the Safe Drinking Water Act (SDWA), including the Drinking Water State Revolving Fund (DWSRF) provisions. Section 2022 of AWIA amended Section 1452(a)(4)(A) of SDWA to extend the requirement for the use of American Iron and Steel (AIS) products in projects receiving financial assistance from the DWSRF during fiscal years 2019 through 2023. Section 1452(a)(4) includes "American Iron and Steel" requirements that recipients of DWSRF assistance are to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system.

All assistance agreements starting October 1, 2018, through September 30, 2023, must include the AIS requirements until that condition is no longer statutorily mandated. Prior appropriations acts, starting with the Consolidated Appropriations Act of 2014 (P.L. 113-76) and continuing through FY2018, have included the AIS requirements. In addition, all guidance issued since FY 2014 will also continue to be applicable until the AIS provision is no longer required.

If you have any questions, please contact Kiri Anderer (202-564-3134 or anderer.kirsten@epa.gov).

cc: Ronald Bergman, Associate Division Director, Drinking Water Protection Division
Elizabeth Corr, Associate Division Director, Drinking Water Protection Division
Felecia Fort, Associate Chief, Infrastructure Branch
Kiri Anderer, Senior Environmental Engineer, DWSRF
Jorge Medrano, Environmental Engineer, DWSRF
Dallas Shattuck, Physical Scientist, DWSRF

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that— (1) applying subsection (a) would be inconsistent with the public interest" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Internet Address (URL) • http://www.epa.gov
Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper, Process Chlorine Free Recycled Paper

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: _____

Nancy K. Stoner
Acting Assistant Administrator

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C 20460

OCT 2 7 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Minor Components within Iron and Steel Products (with Cost Ceiling) for State Revolving Fund Projects

FROM: Kenneth J. Kopocis
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the "American Iron and Steel" provisions of the Clean Water Act and Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," (hereinafter referred to as "the Acts") for minor components within a product under an established cost ceiling.[1] The waiver will permit projects funded by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund to use non-domestically produced miscellaneous minor components within an otherwise domestically produced iron and steel product for up to 5 percent of the total material cost of the product. These products could be prohibited absent this waiver. This waiver is retroactive, and so also applies to products purchased before the signature date of this waiver.

Coverage: The items covered by this waiver include miscellaneous minor components within iron and steel products as defined in the AIS provisions of the Acts. The specific minor components in covered iron and steel products will vary by product and manufacturer. Pursuant to this waiver, non-domestically produced miscellaneous minor components comprising up to 5 percent of the total material cost of an otherwise domestically produced iron and steel product may be used. This waiver does not exempt the whole product from the AIS requirements, and the primary iron or steel components of the product must be produced domestically. Unless subject to a separate waiver, all other iron and steel components in these products must still meet the AIS requirements. Valves and hydrants are also subject to the cost ceiling requirements described here. This waiver supersedes the EPA's previous guidance issued on May 30, 2014, (Question 1) related to minor components in valves and hydrants.

The coverage of this waiver is different from that of the existing national de minimis waiver. While the national de minimis waiver covers entire products (when those products are generally of low cost and incidental to the construction of the project), this waiver covers minor components within an iron and steel product. In addition, the national de minimis waiver is intended for assistance recipients to use for their projects, while this minor components waiver is intended to allow manufacturers to certify that their products comply with the AIS requirements.

[1] Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. The EPA is allowed under certain circumstances to provide waivers of this requirement.

Internet Address (URL) • http://www.epa.gov
Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Postconsumer Process Chlorine Free Recycled Paper

Rationale: The AIS provisions require recipients of CWSRF and DWSRF assistance to use specific domestically-produced iron and steel products in their project, unless the Agency determines it is necessary to waive this requirement. The EPA has authority to issue waivers in accordance with Section 608(c)(1) of the Clean Water Act and the AIS provisions extended by P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(1). The provisions state in part: "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that...applying subsection (a) would be inconsistent with the public interest."

Many product manufacturers and suppliers identified significant compliance challenges absent this waiver. Water and wastewater utilities are generally unable to obtain a range of AIS compliant iron and steel products (such as valves, hydrants and pipe restraints) that contain 100 percent domestic components. The manufacturers stated that the origin of a significant proportion of very small minor components cannot be reliably tracked or even discerned. They provided examples of product lines that would need duplicative inventories of extremely low-cost miscellaneous minor components in order to supply AIS compliant products. Manufacturers also raised concerns related to challenges of inventory tracking, inventory control and excessive costs associated with duplicative inventory needed to supply utilities with essential domestic products.

The EPA concludes that requiring manufacturers and suppliers to overcome the challenges identified above would be inconsistent with the public's interest. In order to balance the reliability, availability and maximum supply of domestically produced iron and steel products, it is acceptable for a manufacturer to incorporate a relatively small proportion of miscellaneous minor components of non-domestic or unknown origin within an otherwise domestically manufactured product.

Legal Authority: Legal authority for the AIS requirements for CWSRF projects is included under Sec. 608(c)(1) of the Clean Water Act and previously under P.L. 113-76, "Consolidated Appropriations Act, 2014," under the authority of Section 436(b)(1). Legal authority for the AIS requirements for DWSRF projects is included under P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015", under the authority of Section 424(b)(1) and also previously under P.L. 113-76. This waiver will continue in force for DWSRF projects under any continuing resolutions or statutes that use similar language as Section 424 of the "Consolidated and Further Continuing Appropriations Act, 2015."

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kiri Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D C 20460

FEB 18 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Pig Iron and Direct Reduced Iron for State Revolving Fund Projects

FROM: Kenneth J. Kopocis
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the "American Iron and Steel" provisions of the Clean Water Act and Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," for certain intermediate goods used in the manufacture of iron and steel products.[1] This waiver permits the use of pig iron and direct reduced iron manufactured outside of the United States in domestic manufacturing processes for iron and steel products used in projects funded by a Clean Water or Drinking Water State Revolving Fund that may otherwise be prohibited absent this waiver. The waiver is retroactive and thus also applies to the use of non-domestic pig iron and direct reduced iron before the signature date.

Background: Pig iron and direct reduced iron are intermediate products of iron and steel manufacturing used as material feed sources in iron and steel foundries and steel mills. Pig iron is a product of iron ore smelting in a blast furnace. It is made from molten iron, which has been cast in the shape of "pigs" as it comes from the blast furnace. Direct reduced iron ore is produced from iron ore, pellets or fines, which are reduced in a solid state using natural gas. Hot briquetted iron, or HBI, is a compacted form of direct reduced iron with enhanced physical characteristics for shipment and storage.

Coverage: This waiver permits the use of iron and steel products that were manufactured using non-domestic pig iron and direct reduced iron in projects that receive funds from either the CWSRF or DWSRF. Any project that received or will receive funds from the CWSRF or DWSRF beginning with the enactment of P.L. 113-76, the "Consolidated Appropriations Act, 2014," may use this waiver for iron and steel that use these intermediate goods.

Rationale: The AIS provisions require CWSRF and DWSRF assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded

[1] Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. EPA is allowed under certain circumstances to provide waivers of this requirement.

through an SRF assistance agreement unless the Agency determines that it is necessary to waive this requirement. EPA has authority to issue waivers in accordance with Section 608(c)(2) of the Clean Water Act and the AIS provisions extended by P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(2). The provision states in part: "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that – iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality."

Product manufacturers and suppliers informed EPA of concerns about the sufficient availability of domestically produced pig iron and direct reduced iron. The iron and steel products produced at steel mills and foundries that use non-domestic intermediate goods are not compliant with the AIS requirements. AIS compliant products used at water and wastewater projects could be in extremely short supply should a waiver of the intermediate goods not be available.

EPA conducted extensive market research on the supply of pig iron and direct reduced iron and found that domestic supplies of these goods sold on the open market are generally not available. There are three major types of facilities that manufacture iron and steel finished products: basic oxygen furnace steel mills (BOF), electric arc furnace steel mills (EAF) and foundries. BOF steel mills undertake both iron making and steel making, as molten iron from the blast furnace is the required feedstock for BOF steel production. EAF steel mills and foundries, on the other hand, use iron and steel scrap as their principal feedstock, which must be supplemented with the use of pig iron and/or direct reduced iron in their manufacturing processes to achieve required steel qualities.

EPA market research has shown that BOF steel mills are able to produce adequate amounts of pig iron to meet their own demands, but these mills use the bulk of this production for their own processes and do not sell pig iron on the open market in sufficient quantities. At this time, there is only one producer of direct reduced iron operating in the U.S. and the company uses the output internally for EAF steel production. Therefore, EAF steel mills and foundries must import pig iron and direct reduced iron to meet their iron needs.

At least 60 percent of the nation's steel production comes from the EAF steel mills that use non-domestic pig iron and direct reduced iron in their manufacturing processes. Consequently, the majority of steel used in water and wastewater projects would not be compliant with the AIS requirements absent this waiver. Similarly, most, if not all, of the iron foundries in the United States use non-domestic pig iron and direct reduced iron to produce cast and ductile iron products used by water and wastewater projects. Therefore, the majority of iron used in water and wastewater projects would not be compliant with the AIS requirements absent this waiver. Hence, EPA is hereby providing a nationwide waiver pursuant to AIS requirements to cover the non-domestic intermediate iron goods used in the manufacture of iron and/or steel components and products for water and wastewater projects.

Public Comments: EPA requested comments on the draft national waiver and a majority of the comments received were supportive of a national waiver. The commenters in support of the waiver agreed with the Agency's conclusion that pig iron and direct reduced iron are not

produced in the United States in sufficient and reasonably available quantities to meet the needs of many domestic foundries and steel mills. These commenters believe that the waiver will ensure that pig iron and direct reduced iron are treated similarly to raw material inputs in iron and steel manufacturing and by doing so the EPA will preserve the viability of the AIS requirement. These commenters also state that the waiver would treat pig iron and direct reduced iron in a manner consistent with the implementation of other similar federal laws such as the Federal Highway Administration's Buy America requirement. The FHWA issued a similar nationwide waiver of the Buy America requirements in 1995 for pig iron and processed, pelletized and reduced iron ore.

A few commenters challenged the Agency's issuance of a nationwide waiver of the AIS requirements for pig iron and direct reduced iron. These commenters disagreed with the Agency's interpretation of the AIS requirements and stated that raw materials used in iron and steel production must also be produced in the United States. In addition, the commenters questioned whether the Agency could exempt iron and steel products that are composed of non-domestic materials.

The statutory language lists the categories of products that are considered "iron and steel products." The statutory requirements include provisions that allow the EPA to issue waivers under defined conditions, including the case where iron and steel products are not produced in the United States in sufficient and reasonably available quantities. The Agency's market research, supported by comments from manufacturers, has shown that pig iron and direct reduced iron are not produced in the United States in sufficient and reasonably available quantities. Therefore the Agency is authorized to issue a waiver for iron and steel products composed of non-domestic pig iron and direct reduced iron.

Legal Authority: Legal authority for the AIS requirements for CWSRF projects is included under Sec. 608(c)(2) of the Clean Water Act and previously under P.L. 113-76, the "Consolidated Appropriations Act, 2014," under the authority of Section 436(b)(2). Legal authority for the AIS requirements for DWSRF projects is included under P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(2) and also previously under P.L. 113-76. This waiver will continue in force for DWSRF projects under any continuing resolutions or statutes that use similar language as in Section 424 of the "Consolidated and Further Continuing Appropriations Act, 2015."

If you have questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kiri Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

MEMORANDUM

SUBJECT: Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs

FROM: Kiri Anderer, P.E., Acting Associate Branch Chief
Infrastructure Branch, OGWDW

KIRSTEN ANDERER
Digitally signed by KIRSTEN ANDERER
Date: 2020.12.11 07:55:52 -05'00'

Michael Deane, Branch Chief
State Revolving Fund Branch, OWM

MICHAEL DEANE
Digitally signed by MICHAEL DEANE
Date: 2020.12.11 17:56:38 -05'00'

TO: SRF Branch Chiefs
Regions 1-10

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Applicability in the State Revolving Fund (SRF) Programs

Clean Water and Drinking Water SRF (CWSRF and DWSRF) programs may not expend equivalency funds for these products on or after August 13, 2020. States must ensure that equivalency assistance agreements include the telecommunications prohibition condition provided by EPA's Office of Grants and Debarment (OGD) in OGD's most recent EPA General Terms and Conditions. The condition must also be in construction contracts associated with equivalency assistance agreements.

There is no exhaustive list of components and services that fall under the prohibition. State SRF managers and local assistance recipients should exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

The prohibition also applies to the CWSRF administrative funds (if states are billing those costs to the federal CWSRF capitalization grant) and the four DWSRF set-asides. States should be mindful of items such as cell phones, computers, and mobile WiFi routers or hotspots funded by those accounts.

If you have questions on the implementation of this grant condition, please contact Michael Deane at Deane.Michael@epa.gov or Kiri Anderer at Anderer.Kirsten@epa.gov.

"General Decision Number: NE20250048 01/03/2025

Superseded General Decision Number: NE20240048

State: Nebraska

Construction Type: Heavy

Counties: Chase, Cherry, Dawes, Dawson, Deuel, Dundy, Frontier, Furnas, Garden, Gosper, Grant, Hitchcock, Hooker, Keith, Kimball, Lincoln, McPherson, Morrill, Perkins, Red Willow, Scotts Bluff, Sheridan, Sioux and Thomas Counties in Nebraska.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

ELEC0265-006 09/02/2024

	Rates	Fringes
Electricians:		
Zone 1	$ 32.50	17.50
Zone 2	$ 32.80	17.53
Zone 3	$ 33.10	17.57
Zone 4	$ 33.50	17.62

ZONE DEFINITIONS [Mileage from main Post Office in Lincoln]
Zone 1: 0 to 35 miles
Zone 2: 36 to 50 miles
Zone 3: 51 to 75 miles
Zone 4: 76 miles and over

FOOTNOTE:
Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight- time rate of pay.

SUNE2011-015 08/31/2011

	Rates	Fringes
CARPENTER	$ 23.58	2.48
CEMENT MASON/CONCRETE FINISHER	$ 19.26	3.39
LABORER: Common or General	$ 16.82 **	2.79
LABORER: Pipelayer	$ 17.11 **	1.34
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.74	2.32
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 25.00	4.73
OPERATOR: Bulldozer	$ 15.95 **	3.04
OPERATOR: Loader	$ 15.68 **	0.92
OPERATOR: Scraper	$ 14.89 **	2.06

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

CONTRACT DOCUMENTS

NOTICE OF AWARD

Dated _____, 2025

TO: _____

ADDRESS: _____

OWNER'S CONTRACT NO. 200-C1-024-24

CONTRACT FOR WATER DISTRIBUTION IMPROVEMENTS, McCOOK

You are notified that your Bid dated _____, 2025 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for :_____

The Contract Price of your contract is _____Dollars ($).

Six (6) copies of each of the proposed Agreement accompany this Notice of Award. Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 2025.

1. You must deliver to the OWNER a minimum of five (5) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

_____
_____
_____
_____
_____
_____

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

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

CITY OF MCCOOK
(OWNER)

BY_____

ACCEPTANCE OF AWARD

_____
(CONTRACTOR)

BY_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____
(DATE)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2025 by and between the **CITY OF McCOOK, P.O. BOX 1059, McCOOK, NE 69001** (hereinafter called OWNER) and

_____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER DISTRIBUTION IMPROVEMENTS, REVISED PROJECT #2, McCOOK**

Article 2. ENGINEER.

The Project has been designed by Miller & Associates, Consulting Engineers, P.C. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to 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 will be substantially completed by June 15, 2025, and Final Completion will be by June 30, 2025 and will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times 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 OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $800.00 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $800.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds according to CONTRACTOR'S BID as attached.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the first day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a maximum rate of allowed by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. 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 or furnishing of the Work.

7.3. 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.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. 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.

7.7. 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 furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages A-1 to A-___, inclusive).

8.2. Exhibits to this Agreement (Certificate of Insurance).

8.3. Performance, Payment and other Bonds

8.4. Notice of Award.

8.5. General Conditions (pages 1 to 42, inclusive).

8.6. Supplementary and Special Conditions (pages SC-1 to SC-__, and SPC-1 to SPC-__, inclusive).

8.6.1 Governmental Requirements

8.7. Advertisement or Invitation to Bid

8.8. Instruction to Bidders

8.9. Specifications bearing the title **WATER DISTRIBUTION IMPROVEMENTS, REVISED PROJECT #2, McCOOK** and consisting of ___ divisions and ____ pages, as listed in table of contents thereof.

8.10. Drawings, consisting of a cover sheet and sheets numbered ___ through ___ , inclusive with the following general title: **WATER DISTRIBUTION IMPROVEMENTS, REVISED PROJECT #2, McCOOK**

8.11. Addenda numbers __ to __ , inclusive.

8.12. CONTRACTOR's Bid (pages B-1 to B-__, inclusive) as attached

8.13. Documentation submitted by CONTRACTOR prior to Notice of Award (pages__to,___inclusive).

8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

8.15. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

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

9.2. 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.

9.3. OWNER 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.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER 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.

9.5. The CONTRACTOR shall comply with and continue to comply with Fair Labor Standards in the pursuit of his business and in the execution of this Agreement.

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

This Agreement will be effective on _____, 2025 (which is the Effective Date of the Agreement).

OWNER **CITY OF MCCOOK**	CONTRACTOR_____
By_____	By_____
[SEAL]	[CORPORATE SEAL]
Attest_____	Attest _____
Address for giving notices P.O. Box 1059 McCook, NE 69001	*Address for giving notices*

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

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

OWNER (Name and Address):

CITY OF McCOOK
P.O. BOX 1059
McCOOK, NE 69001

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location): **WATER DISTRIBUTION IMPROVEMENTS, McCOOK**

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title: _____

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title: _____

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.

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

OWNER (Name and Address):

CITY OF McCOOK
P.O. BOX 1059
McCOOK, NE 69001

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location): **WATER DISTRIBUTION IMPROVEMENTS, McCOOK**

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title: _____		Name and Title: _____	

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title: _____		Name and Title: _____	

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.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorizing and acting legal representative of the City of McCook do hereby certify as follows:

I have examined the attached contract, certificates of insurance, and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof and the certificate of insurance and surety bonds are in compliance with the attached contract.

_____

Owner's Attorney Signature

_____

Date

NOTICE TO PROCEED

Dated: _____, 2025

TO: _____

ADDRESS_____

OWNER'S CONTRACT NO. 200-C1-024-24

CONTRACT FOR WATER DISTRIBUTION IMPROVEMENTS, McCOOK

You are notified that the Contract Times under the above contract will commence to run on _____, 2025. 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 completion and readiness for final payment are _____, 2025 and _____, 2025.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insured parties) 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
(OWNER)

_____

ACCEPTANCE OF NOTICE

_____
(CONTRACTOR)

_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

DATE:_____

SPECIFICATIONS

WATER MAIN, VALVES, HYDRANTS AND APPURTENANCES

3.00 SCOPE - This specification is intended to define and/or limit the required quality standards of the materials furnished and the workmanship performed in connection with the herein specified items of piping, fittings, valves and hydrants with all the required accessories and/or appurtenances, including in part; all labor, tools, materials and equipment for the complete work of this project which are in accordance with this specification and the applicable drawings.

3.10 GENERAL - The Contractor shall remove paving, as may be required, excavate the trenches and pits to the required dimensions; excavate the bell holes; construct and maintain all bridges for traffic control; sheet, brace and support the adjoining ground or structures where necessary; handle all drainage or groundwater; provide barricades guards and warning lights; lay and test the pipe, castings, fittings, valves, hydrants and accessories; backfill and consolidate the trenches and pits; restore the roadway surface unless otherwise stipulated; supply required or remove surplus excavated material; and clean the site of the work. The latest revisions of the standards referred to herein existing at the time of the bid opening shall prevail.

Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work. The Drawings show sizes and general arrangements of all pipes and appurtenances. Responsibility for handling and/or cutting exact lengths of the various sizes of pipe for proper make-up rests with the Contractor.

The work shall comply with the current requirements of the American Water Works Association (AWWA) at the time of the Bid opening. Water distribution system installation must comply with State of Nebraska Department of Environment & Energy Standards. All chemicals utilized for water main construction shall be NSF 60 approved, and all pipes, fittings, valves, coatings, lubricants, adhesives, and other appurtenances and materials in contact with raw, partially treated or treated potable water must be NSF 61 approved.

3.20 MATERIALS

3.21 WATER MAIN MATERIAL

3.21a POLYVINYL CHLORIDE (PVC) PLASTIC PIPE - The pipe shall meet the requirements of AWWA Standard Specification C-900, with a dimension ratio of 18. The pipe shall be joined by means of a rubber gasket-integral bell joint. Gaskets will conform to the requirements of ASTM F-477. Joints for plastic pressure pipes shall conform to ASTM D-3139 using flexible elastomeric seals. All pipe shall have a gasket bell section at least as strong as the pipe wall. The outside pipe diameters shall be cast iron pipe equivalent. Pipe lengths shall be nominal 20 ft. (6.10 m) with no more than 15% of footage supplied by the manufacturer in random lengths of not less than 10 feet (3.05 m) long. If pipe is to be stored for periods longer than 90 days, the pipe must be covered in a manner approved by the Engineer.

3.21b RESTRAINED JOINT (C900/RJ/RJIB) POLYVINYL CHLORIDE (PVC) PLASTIC PIPE - The pipe shall meet the requirements of AWWA Standard Specification C-900, with a dimension ratio of 18 or 14 as required for directional drilling application. A minimum of DR18 shall be provided. The pipe shall be joined by means of an intergral bell with rubber gasket and spline system or a coupling system. If a couple is used, it shall be PVC meeting ASTM D1784 for 12" and less and shall be fiberglass composite for 14" – 24" sizes. The pipe joint standard shall be ASTM D3139 with gaskets conforming to the requirements of ASTM F-477. The outside pipe diameters shall be ductile iron pipe equivalent. Pipe lengths shall be nominal 20 ft. (6.10 m. If pipe is to be stored for periods longer than 90 days, the pipe must be covered in a manner approved by the Engineer.

3.21c CERTA-LOK HDD PIPING - The pipe shall conform to the requirements of AWWA Standard Specification C-900. Class 150 pipe shall be provided in standard and random lengths as outlined in AWWA Standard Specification C-900. A restrained joint pipe that utilizes a spline restrain joint system will be accepted as an approved equal.

Couplings for linking the pipe together shall meet the strength requirements for the pipe on which it is to be used. With each length of pipe, there shall be furnished one coupling complete with necessary rubber rings or gaskets to form a watertight seal at each end of the coupling. Couplings shall conform to AWWA Standard Specification **C-900**. Rubber rings shall conform to ASTM D-1869."

3.21d DUCTILE IRON PIPE - All mechanical joint, push-on, or restrained ductile iron pipe (D.I.P.) shall be thickness Class 50 for 16 inch diameter and smaller and pressure Class 350 for pipe larger than 16 inch diameter, meeting AWWA Standard Specifications C-150 and C-151. All ductile iron pipes shall have a standard thickness interior cement lining conforming to the requirements of AWWA Standard Specification C-104 and an exterior coating of bituminous material approximately one mil thick except for exposed pipe scheduled to be painted.

All joints shall be either push-on type with single vulcanized rubber gaskets or mechanical (gland type), unless otherwise specified, meeting AWWA Standard Specification C-111. Vulcanized rubber gaskets shall be visually free of defects and areas of foreign materials. When indicated, flanged joints shall be thickness Class 53 cement lined and shall conform to AWWA Standard Specification C-115. Gaskets shall be 1/8 inch thick.

When specified or indicated on the Drawings, Polyethylene Encasement for gray and ductile cast iron piping shall be furnished and installed according to AWWA C105, Methods A or B. Repair all rips, punctures or other damage to the polyethylene with adhesive tape or short length of polyethylene tube cut open wrapped around the pipe and secured in place. All fittings and valves shall also be covered and wrapped in accordance with manufacturer's instructions.

3.22 WATER MAIN LOCATING WIRE – The Contractor shall install 12 gauge coated tracer wire attached to the PVC water main during installation. Ductile iron water main does not require tracer wire. Tracer wire shall be installed through all bores. No separate payment will be made for the installation of the wire but shall be considered incidental to the water main installation. The tracer wire shall be copper wire or copper clad steel wire with a minimum of 30 mil polyethylene coated jacket, which shall be laid on top of and along entire length of all new pipes and shall be extended to the surface at all valve locations and fire hydrants. Tracer wire shall be Copperhead CCS high strength or pro-trace HHD-CCS PE45. For termination, tracer wire shall extend into a SnakePit tracer wire access box or approved equal. Designed for tracer wire termination with surface connectors with a magnetic top blue in color. The top shall have cast thereon the word "water". The box shall extend a minimum of 15" below the ground surface. The lite duty box is to be used when located in a no traffic area. The roadway box and concrete/driveway box shall be used when located in hard surface areas. Fasten the wire to the top of the pipe so as not to be displaced by backfilling procedure (one method of accomplishing this is to affix the wire to the top of the pipe with duct tape at approximately 10 feet intervals). Connections to new wire spools or splices shall be made with a direct bury lug or silicon filled twist connectors. Tracer wires shall be tested to verify if water main can be located. All wires failing to provide location shall be repaired or replaced at the Contractor's expense. This item is incidental to water main installation unit bid price

3.24a COMPACT FITTINGS - Fittings shall be mechanical joint conforming to AWWA Standard Specification C-153, C-104 and C-111. Fittings shall be formed from ductile iron and rated for 350 psi working pressure. Caps, plugs and miscellaneous fitting shall be provided conforming to AWWA Standard Specification C-110. Bolts and nuts shall be carbon and alloy steel conforming to ASTM A194.

Provide polyethylene encasement on all water main fittings and valves in full compliance with AWWA C-105.

3.25 FIRE HYDRANTS - Hydrants furnished shall conform to the requirements of the AWWA Standard Specification C-502. Hydrants shall open to the left (counter-clockwise) unless otherwise specified. Hydrants shall be designed to operate under 150 psi (10.5 kg/sq. cm) working pressure and tested at 300 psi (21.0 kg/sq. cm). All fire hydrants shall be red.

All water passages shall be of such form and size as to permit the full flow of water without undue loss by friction. Hydrants must have a positive drain, which will allow the water to escape readily from the standpipe when the hydrant valve is closed, but said drain opening must be closed as soon as the hydrant valve is partially opened. The valve stem and valve shall be removed without the necessity of exposure of the hydrant by excavation. Hydrants shall be suitable for the depth of the trench. Bury Depth of fire hydrants shall be 5 1/2 feet unless otherwise specified. All hydrants connected to 6" water mains or larger shall have a 5 1/4 inch (13.3 cm) valve opening, two 2 1/2 inch (6.3 cm) hose nozzles and one 4 1/2 inch (11.4 cm) steamer nozzle with the National Standard hose coupling thread, 6 inch (15.2 cm) mechanical joint inlet, and shall be Mueller Cat. No. A423, American Darling B-84-B or approved equal. All fire hydrants connected to mains 4" shall be 2-way hydrants.

All hydrants connected to 4" water mains shall be a 5 ¼ inch valve opening, two 2 ½ inch hose nozzles with the National Standard hose coupling thread, 4 inch mechanical joint inlet, and shall be Mueller Cat. No. A-422 or American Darling B-84-B, or Clow Medallion.

3.26 VALVES - Valves shall be furnished as follows:

(1) Valves 12 in. diameter and smaller to be gate valves
(2) Valves 14 in. diameter and larger to be butterfly valves
(3) End connections as shown or Drawings which are compatible with connection joint
(4) Shop drawing indicating valve pressure, flange rating valve body material valve trim, operator, internal lining material, dimensions, class, flow coefficients, etc.
(5) Handwheels for all exposed piping, valves with arrow and "OPEN" work casting impression.

Valves shall be installed according to manufacturer's directions. Valves shall be supported in such a way to minimize bending of the end connections. Operating wrench shall be able to free operating valve.

3.26a GATE VALVES - The number of turns to open shall be approximately 3 turns per inch. This will allow the Owner to estimate the valve size in the future in accordance with standard procedures. Valves shall be resilient seat valves and shall comply with the requirements of the AWWA Standard Specification C-509 or C-515.

Valves shall have ends to fit the pipe for which they are to be used. An adjustable valve box of sufficient length for the depth of trench shall be furnished complete. All gate valves shall have a clear waterway of the full diameter of the valve and shall be opened by turning to the left. The operating nut shall have cast thereon an arrow indicating the direction of the opening. The minimum design working pressure for the valve shall be 200 psig for 3- through 12-inch sizes and 150 psig for 16- through 30-inch sizes. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the working pressure. Unless otherwise specified, valves shall be resilient seat non-rising stem. Valves shall have "O" Ring packing and a 2 inch (5.1 cm) operating nut. Valve disc and entire inside of valve body shall be coated with two part thermosetting epoxy coating, complying to AWWA C550. Acceptable manufacturers are Mueller, American, Clow.

3.26b INSERT VALVES AND LINE STOP VALVES – Insert Valves shall comply with ANSI/AWWA C515 and ANSI/AWWA C550, utilize the AWWA standard turns to open and close. The cutting shall remove the entire section of the host pipeline so the resilient wedge seats on valve body and not on the host pipe with no sharp edges in contact with the gate wedge. The valve body shall be ductile iron and be coated with nominal 10 mil powder coat NSF 61 product certified epoxy inside and outside. The valve body shall be capable of accepting the butterfly cartridge in lieu of the gate assembly. The gate wedge shall be totally encapsulated in EPDM molded rubber. The stuffing box shall have two upper and one

lower O-ring seals. The operator shall be a standard 2" nut with non-rising stem. The valve shall have the ability to be installed on a full range of pipeline sizes and materials while under pressure. The valve shall have true mechanical joint (MJ) end connections. The maximum working pressure rating of the valve shall be a minimum of 250 psi. Assembly shall utilize split MJ restraints on each end connection. The valve shall be made in the USA. Valve shall be TEAM® or approved equal provided and installed by the City's provider (Municipal Supply). Line Stop Valves shall be provided and installed by City's provider (Municipal Supply).

3.26c BUTTERFLY VALVES - Valves shall comply to AWWA Standard Specification C-504, Rubber Sealed Butterfly Valves. Direct burial valves shall be minimum Class 150B with body construction conforming to ASTM A126 Class B for flanged valves 8"-20", or ASTM A536 for wafer valves or 3-6" flanged. Mechanical joints shall be in accordance with ANSI 21.11. Stainless Steel Shafts of 18-8 Type 304 or 316.

Unless specifically scheduled or noted, furnish valve discs for potable water and similar applications. Use ASTM A48, Class 40 Cast Iron; ASTM A526, Grade 65-45-12 ductile iron; ASTM A436, Type 1 alloy cast iron or bronze in accordance with AWWA C504.

Design valve seats to be fully compatible with valve body in accordance with valve class in accordance with AWWA C504. Unless specifically scheduled or noted otherwise, furnish valve seats for potable water applications. Use synthetic rubber seat material in compliance with AWWA C504. For valves 30 in. and larger, furnish mating metal seat surface constructed of stainless steel ASTM A276, 18-8 material.

Provide valve bearings and shaft seals in full compliance to AWWA C504. Buried Valve Operators to have a square operating nut.

The valve shall be DeZurik or Henry Pratt, Groundhog buried Service Rubber Seated Butterfly Valve, Class 150B service and be manufactured in accordance with the latest revision of AWWA C504 with seat in body. All internal and/or external surfaces shall be covered with a polyamide cured epoxy coating applied over a sand blasted "new white metal surface" per SSPC-SP10 to a minimum of 6 mils in compliance with AWWA C550.

3.26d VALVE BOXES - Valve boxes shall be constructed of cast iron or metal with a 3/16 inch (0.05 cm) minimum thickness at any point. The cover shall have cast thereon the word "water". Two piece, Buffalo Type valve boxes shall be equivalent to Mueller screw type H-10360. Screw valve boxes shall be Type size 666-S or approved equal provided with extensions to grade.

If operating nut is greater than 6.5 feet to surface, Contractor shall provide extension to get within 5' of valve box lid.

Valve boxes shall be centered on valve nut using a rubber valve box adapter to center the valve box on valve nut equivalent to Larson V-guard or Adaptor, Inc. Adaptor II.

All valve boxes shall be furnished with 4" thick mud plugs and flexible polypropylene handle tested at 350 lb. force with hard hat plug manufactured by Infact or approved equal.

3.27 TAPPING TEES, CROSSES AND VALVES - Tapping tees and/or crosses equal to Ford FTSC, Smith-Blair 622, Mueller H-615 or Clow F-5205, F-5217 shall be furnished and installed as required by the Drawings. Valves shall be equal to Clow F-6114. Valve boxes shall be as previously specified.

3.28 COUPLINGS - Compression Sleeve Coupling. Furnish and install flexible compression-sleeve type coupling. Incorporate units conforming to following criteria.

(1) Use compression sleeve couplings equal to Ford Style FC 1-ESH, Dresser Style 38, or Romac Macro.

(2) Provide sleeves constructed of carbon steel having a minimum yield of 30,000 psi. Ensure ends are smooth inside tapered for uniform gasket seating.
(3) Provide followers made of malleable iron ASTM A47 Grade 35018 or 32510 or Ductile Iron ASTM A536.
(4) Provide gaskets of special compounded natural or GRS rubber with no reclaimed materials and with good resistance ratings for service intended.
(5) Install stainless steel nuts and bolts.
(6) Finish cast parts with epoxy coating finish coating.

Install coupling to allow space of not less than 1/4 inch but not more than 1 inch.

3.29 WATER SERVICES

3.29a POLYETHYLENE (PE) PLASTIC PIPE (IPS) – High Density Polyethylene (HDPE) plastic pipe shall conform to the material requirements of HDPE 3608 (Formerly 3408) cell class 345464C per ASTM D3035 and shall comply with ANSI, NSF Standard 14/61 and AWWA C901. Pipe shall conform to ASTM 2239 for iron pipe size (IPS) inside diameter (ID) controlled, SIDR 7 (200 psi). Insert stiffeners shall be used with all fittings and polyethylene pipe (PEP) and shall be solid 304 tubular stainless steel.

3.29b CORPORATION STOPS - Corporation stops shall comply with AWWA Standard Specification C-800 and shall meet low lead requirements. Corporation stops shall have AWWA taper or Mueller thread on the inlet end, with copper service couplings for connections to the service lines. The corporation stops shall be rated to 300 psi and shall be a ball type corporation stop Ford FB1001 for IPS and FB1000 for CTS or equal, and eighth bends shall be Mueller H-15010N 110 compression connection, or approved equal. All connections to the main shall be electrically insulated by means of approved insulating fitting if specified. Teflon tape shall be used on corporation stop threads when installed.

3.29c TAPPING SADDLES - Tapping saddles shall be brass saddles with threads compatible with corporation stops. Saddles for C900 PVC shall be Ford S90, Mueller H13000 Series, Mueller BR2S with controlled OD band. For ductile iron pipe saddles shall be Mueller BR2B, BR2S, or Ford 202B. All saddles shall have a maximum working pressure rating of 200 psi and shall be used on all pipe.

3.29d CURB STOPS AND BOXES - Service stops shall comply with AWWA Standard Specification C-800. The stops shall be equal to Mueller Oriseal 110 conductive compression connection B-25209N or H-15209 or approved equal.

Service boxes shall be of cast iron with arch pattern base; extension service boxes of the required length and having either screw or slide type adjustment, shall be installed at all service box locations. The boxes shall have housing of sufficient size to completely cover the service stop and shall be complete with identifying covers. Top shall have pentagon nut and 42" stationary rod.

The box shall be equal to Mueller H-10316 for service sizes to 1" and H-10336 for services larger than 1" up to 2" or approved equal. The box shall rest on a cast iron foot piece, brick or other solid support and contain stationary rods.

3.29e METERS – The Contractor shall move existing meters and radio transmitters and install them in the new meter pits and connect to the new lids. Meters will be installed with connections, and appurtenances as shown in the Detailed Drawings.

The City will provide new meters and radio transmitters for old or failing meters as required.

3.29f METER PITS AND LIDS – The Contractor shall furnish and install 18" diameter meter pits for the 5/8" by 3/4" meters provided by the City. The Contractor shall furnish and install the following meter pits and lids with mounting supports for the radio transmitters to be mounted:

1) On 5/8" & 3/4" Meters - Ford PSBB-288-18-60-NL pits and Form PMBC-3L-BR Plastic Meter Lid with ERT Bracket for the 5/8" by 3/4" meters.
2) On 1" Meters - Ford PSBB-488-20-60-NL pits and Ford PMBC-3L-BR Plastic Meter Lid with ERT Bracket for 1" meters

Provide a minimum of 4" thick insulation inserts for each pit.

3.29g SERVICE LINE FITTINGS – All fittings used during the installation or reconnection of services, meters, meter pits, etc shall be brass or stainless steel such as inserts. Proper insulators shall be used in the transition between the existing service lines and the brass fittings. Meter main case and all brass wetted components shall conform to NSF 372, the Reduction of Lead in Drinking Water Act, 2014, as it applies.

3.30 CONSTRUCTION METHODS - The installation of the water main shall conform to the piping manufacturer's recommendations and according to the latest revisions of the AWWA C600 for Ductile and C605 for PVC. Pipeline shall be constructed in a trench which allows 5 foot minimum cover or as indicated on the Drawings, between the top of the pipe and finished grade. At ditch crossings there shall be 5 foot of cover at the flow line of the ditch. The size of pipe to be installed shall be indicated on the Drawings.

Pipe, fittings, valves and accessories shall be handled in such a manner to ensure installation of materials in a sound and undamaged condition, and will conform in all respects to specified requirements. Particular care shall be taken not to damage the pipe coating and lining of cast iron and ductile iron pipe.

Equipment, tools and methods used in unloading, reloading, hauling and laying pipe and fittings shall be such that no damage is done thereto or to lining therein. Hooks used for insertion in ends of pipe shall have broad, well padded contact surfaces and shall be of such design and length that they will provide uniform support for a distance back from the end of the pipe of not less than one-third of the internal pipe diameter.

Cement lining in pipe or fittings which is broken or loosened in unloading or subsequent handling shall be sufficient cause for rejection of the pipe or fittings containing such damaged and loosened lining. Although defective linings may be repaired by and at the expense of the Contractor who may employ the pipe manufacturer to make such repairs, all repairs shall be made under the direct supervision of a representative of the pipe manufacturer.

All pipe or coating which is damaged shall be removed from the site at the Contractor's expense.

3.31 EXCAVATION, TRENCHING, BEDDING AND BACKFILLING - Excavation, trenching, bedding and backfilling shall conform to Section 6 of this specification.

3.32 WATER MAIN INSTALLATION

3.32a LOWERING OF WATER MAIN MATERIAL INTO TRENCH - Proper implements, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe, fittings, valves and hydrants shall be carefully lowered into the trench piece- by-piece by means of a derrick, ropes or other suitable tools or equipment, in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.

If damage occurs to any pipe, fittings, valves, hydrants or water main accessories in handling, the damage shall be immediately brought to the attention of the Engineer. The Engineer shall prescribe corrective repairs or rejection of damaged items.

3.32b INSPECTION BEFORE INSTALLATION - All pipe and fittings shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation into final

position. Spigot ends shall be examined as this area is most vulnerable to damage from handling. Defective pipe or fittings shall be laid aside for inspection by the Engineer, who will prescribe corrective repairs or rejection.

3.32c CLEANING OF PIPE AND FITTINGS - All lumps, blisters and excess coating shall be removed from the bell and spigot end of each pipe, and the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean, dry, and free from oil and grease before the pipe is laid. Dirt and any other foreign material must be removed from barrel of pipe before laying.

3.32d PLACEMENT OF PIPE - Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. The Engineer shall require a heavy, tightly woven canvas bag of suitable size to be placed over each end of the pipe section if placement is hampered by the entrance of soil into the pipe barrel. Canvas bags shall be removed at the time of connection to adjacent pipe. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe.

Pipe lines or runs intended to be straight shall be so laid. Deflections from a straight line or grade, made necessary by vertical curves or horizontal curves or offsets, shall not exceed the amount of deflection recommended by the pipe manufacturer. If an obstruction is encountered, the water main shall be lowered with fitting, if the grade change is in excess of 2 vertical feet. Such work shall be paid for at the unit price of fitting. A grade change of less than 2 vertical feet shall be corrected by installing pipes at uniform grades with high and low areas located at fire hydrant locations.

If the specified or required alignment requires deflections in excess of those stipulated above, the Contractor shall provide either special bends as approved by the Engineer, or pipes in shorter lengths; in such length and number, that the angular deflections at any joint, as represented by the specified maximum deflections, are not exceeded.

As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced into place with a slow steady pressure without jerky or jolting movements and brought to correct line and grade. The pipe shall be secured into place with approved backfill material tamped under it except at the bells. Precautions shall be taken to prevent dirt from entering the joint space. No wooden blocking shall be left at any point under the pipeline.

At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer.

3.32e CUTTING OF PIPE - The cutting of pipe for fittings and closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or cement lining to leave a smooth end at right angles to the horizontal axis of the pipe. The cutting method used shall be approved by the Engineer prior to any cuts.

3.32f BELL ENDS TO FACE DIRECTION OF LAYING - Pipe shall be laid with the bell ends facing in the direction of laying, unless directed otherwise by the Engineer. Where pipe is laid on a grade of 10% or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe upgrade.

3.32g UNSUITABLE CONDITIONS FOR LAYING PIPE - No pipe shall be laid when, in the opinion of the Engineer, trench conditions are unsuitable. Under no circumstances shall the pipe be laid in water. The Contractor shall furnish all necessary equipment, labor and materials for pumping or otherwise removing any water that may enter or accumulate in the trenches or other excavations and keep them free from water until work is constructed and set for sufficient time so water will not damage work in any way.

3.32h BRIDGING OF PIPE - Concrete bridging may be required by the Engineer under certain conditions. The Engineer shall determine the size and location of concrete bridging to avoid settlement of

pipe being installed or settlement of existing underground utility pipes. This condition shall also apply to other underground utilities being installed over existing water mains. In certain instances, the Engineer may require the complete encasement of water mains by concrete. The size and location of these encasements shall be determined by the Engineer.

3.32i INSULATION BETWEEN DIFFERENT METALLIC PIPE MATERIALS - Wherever it is necessary to join cast iron pipe with pipe or fittings of dissimilar metal, a method of insulating against the passage of electric current shall be provided and shall be approved by the Engineer.

3.34 GENERAL REQUIREMENTS OF PIPE JOINTING - The requirements already set forth shall apply in addition to installation of joints in accordance with the pipe manufacturer recommendations approved by the Engineer.

3.34a MECHANICAL JOINTS - The general requirements already set forth shall apply except that, where the terms "bell" and "spigot" are used, they shall be considered to refer to the bell and spigot ends of the lengths of mechanical joint pipe. The last eight inches (20.3 cm) outside of the spigot and inside of the bell of mechanical joint pipe shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter from the joint. The cast iron gland shall then be slipped on the spigot end of the pipe with the lip extension of the gland toward the socket, or bell end. The rubber gasket shall be placed on the spigot end with the thick edge toward the gland. Broken glands shall be replaced by the Contractor at his expense.

The entire section of the pipe shall be pushed forward to seat the spigot end in the bell. The gasket shall then be pressed into place within the bell; care shall be taken to locate the gasket evenly around the entire joint. The cast iron gland shall be moved along the pipe into position for bolting, all of the bolts inserted and the nuts screwed up tightly with the fingers. All nuts shall be tightened with a suitable wrench. Nuts spaced 180 degrees apart shall be tightened alternately in order to produce an equal pressure on all parts of the gland.

3.34b PUSH-ON JOINTS - The general requirements already set forth shall apply except that, where the terms "bell" and "spigot" are there used, they shall be considered to refer to the bell and spigot of the lengths of push-on joint pipe.

There is only one nominal dimension of the spigot outside diameter and the bell inside diameter for each size of push-on joint pipe. Similar dimensions of the caulked-joint bell-and-spigot pipe may vary with the class of pipe for each size in existing lines. Therefore, care should be taken that the outside diameter of the existing line is the same as the outside diameter of the push-on joint pipe being installed, otherwise a special adapter to join the two lines may be necessary.

The inside of the bell and the outside of the spigot end shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter. The circular rubber gasket shall be flexed inward and inserted in the gasket recess of the bell. Since different types of pipe take different types of rubber gaskets, it shall be the responsibility of the Contractor to see that the proper type gaskets are installed.

Sufficient lubricant shall be furnished with each order to provide a thin coat on each spigot end. The lubricant shall be non-toxic, shall impart no taste or odor to the conveyed liquid, and shall have no deleterious effect on the rubber pipe or gasket. The lubricant shall be of such consistency that it can be easily applied to the pipe in hot or cold weather and shall adhere to either wet or dry pipe.

The spigot end of the pipe shall be entered into the bell with care used to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the bottom of the bell with a forked tool or jack-type tool or other device approved by the Engineer. Pipe that is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint. Field-cut pipe lengths shall be filed or ground to resemble the spigot end of such pipe as manufactured. Complete assembly instructions are available from the pipe manufacturer. If pipe is

pushed home with backhoe bucket, a wooden shield must be placed between the backhoe bucket and the end of the pipe.

3.34c FLANGED JOINTS - Care shall be taken in bolting flanged joints that there is no restraint on the opposite end of the pipe or fittings which would prevent uniform gasket compression or which would cause unnecessary stress in the flange or connection thereof with the pipe or fitting, which shall be free to move in any direction while tightening the flange bolts. No bell and spigot joints shall be permanently placed until all flanged joints affected thereby have been tightened without strain caused by joint restraint in the piping assembly. Bolts shall be tightened gradually and at a uniform rate, in such a manner that uniform gasket compression is obtained over the entire area of the joint. Use hot-dipped zinc galvanized Grade B steel bolts, ASTM A307.

Special care shall be taken, when attaching suction and discharge piping to pumping equipment, that no stresses are transmitted to and imposed on the pump suction and discharge flanges from and by such connected piping through the flange bolts. All such piping shall be so installed and permanently supported that accurate matching of bolt piping and uniform contact over the entire areas of abutting pump and connecting piping flanges is obtained prior to the installation of any bolts in such flanges. In addition, the pump connection piping shall be free to move in a direction parallel to its longitudinal center-line which and while the bolts in the pump connection flanges are tightened.

The pumps shall in each case be leveled, lined, and ledged in place in a position which will fit the connecting piping, but shall not be grouted prior to the initial fitting and alignment in the pipe in order that the pumps may be shifted on their foundation if necessary to properly install the connecting piping. The pumps shall, however, be grouted prior to final bolting of the connecting piping in accordance with the provisions of the preceding paragraph.

To provide maximum flexibility and easement of alignment correction by taking advantage of the slack between flange bolts and bolt holes for slight angular rotation of connecting flanges, the pump connecting piping should be assembled, with gaskets in place, with only a portion of the flange bolts (not less than 4 per joint) installed, and with bell and spigot joints temporarily placed but not permanently. After final alignment and bolting, the pump connections should be tested for applied piping stresses by loosening the flange bolts which, if the piping is properly installed, should result in no movement of the piping relative to the pump or opening of the pump connection joints.

3.34d RESTRAINED JOINTS - Where specified or indicated upon Drawings, install restrained joints of following types:

(1) Pipe 24 inches and smaller. For ductile iron pipe use retainer glands equal to Clow Mechanical Retainer Glands, Megalug Series 1100, or U.S. Pipe TR Flex. For polyvinyl chloride pipe use Ford Series 1500-CA, U.S. Pipe Field Lok, Megalug Series 2000 PVC.

(2) Pipe 30 inches or larger use restrained joints equal to U.S. Pipe TR Flex, American Pipe Lok Ring Joint, Megalug Series 1100 TDM.

Restrained joint piping shall be ductile cast iron. Design joints for working pressure of 250 psi. Ensure that samples of restrained push-on joints have successfully been tested to 500 psi by manufacturer without leakage or joint separation in accordance with AWWA C600 or C605.

3.35 CONNECTIONS WITH EXISTING PIPE LINES - It shall be the Contractor's responsibility to verify the existence and location of all water mains along the route of this work. The omission from or the inclusion of locations on the Drawings is not to be considered as the non-existence of or a definite location of existing utilities. The Contractor shall take the necessary precautions to protect the existing water mains from damage due to this operation, and any damage to or abuse of the water mains encountered shall be repaired by the Contractor at his expense.

Relocation of water main in conflict with construction operations will be the responsibility of the Contractor in accordance with the details as shown on the Drawings. The Contractor shall coordinate all such conflicts with the Owner and the Engineer to ensure restoration of line as soon as possible. The Contractor shall furnish, install and remove all necessary valves, fittings, caps, etc. to keep the new and existing water main in service. The Contractor shall notify the Owner 24 hours prior to disturbance of any service. Water mains not in direct conflict with the sewer pipe cross-section shall be protected by the Contractor until his construction operations are a sufficient distance from such conflict to ensure no damage thereto. Water mains not in direct conflict with construction damaged by the Contractor shall be repaired and restored at the Contractors expense.

Where connections are made between new work and existing piping, such connections shall be made in a thorough and workmanlike manner, using suitable and proper fittings to suit the conditions encountered. Each connection with an existing water pipe shall be made at a time and under conditions which will least interfere with water service to customers affected thereby and as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations, without damage to adjacent property. The new work cannot be placed into service until it has been adequately pressure tested and disinfected.

3.35a CONNECTION - A connection to an existing water main that is not under pressure will be made with fitting and compression sleeve couplings. The Contractor shall be responsible for controlling and disposing of the water in the trench, removal of plugs, fittings, thrust blocks, anchors, cutting of existing mains, installation coupling and/or sleeves, etc.

3.35b PRESSURE CONNECTION - A pressure connection shall include all necessary tapping tees, gate valves, and fittings needed to connect to the existing water mains. Pressure connections are to an existing water main that is under pressure. The Contractor shall be responsible for controlling and disposing of the water in the trench. A thrust block will be required.

3.36 RELATION OF WATER MAINS TO SEWERS - Sewers shall be separated from water mains according to the Nebraska Health and Human Services accepted "Recommended Standards for Water Works", by the Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Manager, Current Edition.

3.36a PARALLEL INSTALLATION - Water mains shall be laid at least 10 feet (3.05 m) horizontally from any existing or proposed sewer. The distance shall be measured edge to edge.

3.36b CROSSINGS - Water mains crossing sewers shall be laid to provide a minimum vertical distance of 18 inches (45.7 cm) between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible.

3.36c SEWER CONNECTIONS - There shall be no physical connections between any parts of a potable water system and building sewers, sanitary sewers, or wastewater treatment facilities by means of which it would be possible for sewage, even under exceptional circumstances, to reach a well, storage reservoir, or distribution system.

3.36d PRESSURE SEWER LINES - when pressure sewer lines (force mains) run parallel to water lines, the separation distance shall be as far as practical maintaining a minimum horizontal separation distance of at least 10 ft. And there shall be at least 2 ft. vertical separation at crossings with the water main always crossing above the sewer force main.

3.36e SEWER MANHOLES - No water pipe shall pass through or come in contact with any part of a sewer manhole and the required horizontal separation distances between water mains and manholes are equivalent to those for water mains and gravity sanitary sewers.

3.36f STORM SEWERS – The separation of storm sewer and combined storm/sanitary sewers shall be equivalent to those for water mains and gravity sewers.

3.37 SETTING OF VALVES AND FITTINGS - Valves and fittings installed in trenches shall be located where indicated by the Drawings and as directed by the Engineer. Valves, fittings, plugs and caps shall be set and joined to pipe in the manner specified above for cleaning, laying and joining pipe. Fittings will be blocked using only cast-in-place concrete blocks. No wood or precast concrete blocking shall be allowed. All valves installed on PVC pipe shall be installed in accordance with the Standard Blocking Detail.

The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished pavement or such other level as may be directed.

3.38 SETTING OF FIRE HYDRANTS - Fire hydrants shall be installed in accordance with the Standard Fire Hydrant Setting Detail. Hydrants are to be set at such an elevation that the connecting pipe and the distributing mains will have the same depth of cover. All hydrants shall stand plumb and shall have their steamer nozzle facing the curb or street. Around the base of the hydrant 10 cubic feet (0.3 cu. m.) of crushed rock or gravel shall be placed so that the hydrant will completely drain when closed. Backfill around the hydrant shall be firmly tamped to the surface of the ground and to a distance of 5 feet (1.52 m) in front of the hydrant. Before placing any hydrant, care shall be taken to see that all foreign material is removed from within the body or barrel. The stuffing boxes shall be tightened and the hydrant or valve opened and closed to see that all parts are in first-class working condition. Hydrants shall be painted two coats of approved paint, to the ground line and black below ground line.

3.39 INSTALLATION OF BRACING, SUPPORTING AND ANCHORING - Blocking, bracing, anchoring, or other acceptable means for the prevention of movement, shall be installed. All blocking, bracing, supporting and anchoring shall be in accordance with the Standard Blocking Detail and the Fire Hydrant Detail with the use of concrete of not less than 3,000 psi (211 kg/sq. cm) compressive strength at twenty-eight days.

3.39a ANCHORAGE FOR FIRE HYDRANTS - The bowl of each hydrant shall be well braced against the undisturbed natural earth at the end of the trench with placed concrete anchor behind and a precast block beneath the bowl. The fire hydrant valve shall be tied to the fire hydrant tee with anchor pipe or with two (2) 3/4 inch (1.91 cm) or larger all-thread rods as shown on the Fire Hydrant Detail and Tie and Rod Assembly Detail. If a valve is not included, the Contractor shall tie the fire hydrant as directed by the Engineer.

Whenever a fire hydrant is the means of terminating a water main (such as in a cul-de-sac); then tie rods and concrete reverse anchors will be required for both the fire hydrant valve (which in this case is also a line valve on the main) and the fire hydrant lateral of branch feeder pipe connected directly to the fire hydrant. Additional concrete anchors shall be as directed by the Engineer.

3.39b ANCHORAGE FOR PLUGS, CAPS, TEES, TAPS AND BENDS - Plugs, caps, tees and bends shall be provided with a reaction backing in accordance with the Standard Blocking Detail. Reverse concrete anchor and tie backs are acceptable. Blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground, in each instance, shall be shown or directed by the Engineer. No wood or precast blocks shall be used as a permanent blocking. Temporary blocking may be used as directed by the Engineer.

Blocking will be required regardless of whether a tapping tee or tapping saddle is used. Such blocking will in all cases be sized and placed in a manner that will adequately transfer thrust reaction to solid undisturbed ground or the equivalent thereof.

3.39c FORMING FOR CONCRETE THRUST BLOCKS AND ANCHORS - All forming for concrete thrust blocks and anchors will be done by bulkheading around the shape of thrust block or anchor with

burlap or reinforced paper sacks which have been filled with sand or earth, or other Engineer approved forming method. Filled sacks used to form concrete blocks will be left in place in the trench and backfill will be placed around and over them in the usual manner. Any bolt head or fittings must be left accessible when pouring concrete about them. The fitting must be wrapped with suitable polyethylene before concrete thrust block is placed.

Minimum curing time for concrete anchors regardless of additives shall be thirty-six (36) hours for anchors containing 2 cubic yards (1.53 cu. m) or less, forty-eight hours for anchors containing more than 2 cubic yards (1.53 cu. m) but less than 6 cubic yards (4.59 cu. m) and seventy-two (72) hours for anchors containing more than 6 cubic yards (4.59 cu. m) but less than 12 cubic yards (9.17 cu. m). Anchors containing more than 12 cubic yards (9.17 cu. m) will be cured as directed by the Engineer. Curing time for anchors having flanged rods or other accessories embedded in them for the purpose of tying pipe and/or fittings directly to the anchor will require approximately 25% additional curing time.

3.40 SERVICE CONNECTIONS

3.41 WATER SERVICES - Water services shall include the lines to, and connections with, the building service at a point approximately at the edge of the right-of-way where such building service exists. Where an existing service to a building does not exist, the Contractor shall terminate the service at approximately the right-of-way or at a point designated by the Engineer. All new water services which are not immediately connected shall be plugged with a watertight stopper furnished by the pipe manufacturer. A board of not less that 1 inch x 2 inch (2.54 x 5.08 cm) in cross-section shall be installed in the backfill vertically above the plugged opening. The top of which shall extend from service line to within 6 inches (15.24 cm) of the finished grade.

Where water mains are located in paved street having curbs, the boxes shall be located directly back of the curbs. Where no curbing exists, service boxes shall be installed in accessible locations, beyond the limits of streets, walks, and driveways. All service stops and gate valves shall be provided with extension service boxes of the lengths required by the depths of service line stops or valves.

Installation shall be in accordance with the Standard Service Reconnection Detail. Materials for and construction of water service relocation shall be in accordance with the previously specified appurtenances and all material shall be new and furnished by the Contractor. Water services shall remain in service and shall be protected by the Contractor, and shall not be considered as a pay item. All new services unless otherwise shown or specified shall be 1 inch in diameter. Service lines shall be laid perpendicular to the line of the main. No service shall be installed between the fire hydrant and the fire hydrant control valve.

The connection to the main for 2 inch (5.1 cm) service lines and smaller in diameter shall consist of a corporation stop and a service stop below the frost line. Where more than one gooseneck connection to the main is required for an individual service, such connection shall be made with standard quality branch connections in conformance with recognized standard practice. The total clear area of the branches shall be at least equal to the clear area of the service which they are to apply.

All new services, relocation and/or restoration of existing water services encountered along the route of the Contractor's work shall be the responsibility of the Contractor at his expense. Existing services are not to be connected to new water mains until pressure/leakage and disinfection tests have been approved by the Engineer.

The Contractor shall keep an accurate record of the location of all plugged services. On completion of said job the Contractor shall provide a copy of the list to the Engineer.

3.42 SANITARY SEWER SERVICES - The Contractor shall restore and/or relocate all existing sanitary sewer services encountered during his pipe laying operations which are in direct conflict with his operations. Materials for and construction of said services shall be in accordance with General Specifications and be accomplished in a workmanlike manner. The size and material of service to be

restored shall be compatible with the service so encountered, and no reduction in size shall be allowed unless so directed by the Engineer. Where marginal clearances are encountered to restore the service to the existing lateral or main, encasement or cradling shall be performed as directed by the Engineer. The Contractor shall furnish all material to complete this item and all materials shall be new. Sanitary sewer services above or below the line of the pipe cross-section shall remain in service and shall be protected by the Contractor, and shall not be considered as a pay item. Damage to any such services not in conflict with construction shall be restored by the Contractor at his expense.

3.50 QUALITY CONTROL TESTING

3.51 DISINFECTION - After favorable performance of pressure test, thoroughly flush the entire potable water piping system with a velocity of not less than 3.0 feet per second. Drain flushed water to location approved by the Owner. Each unit of completed system shall be disinfected with chlorine before acceptance for domestic operation. All disinfection performed shall be accomplished under the supervision of the Engineer. No separate payment will be made for this item, and all cost in connection therewith shall be included in the contract unit price for the items or structures to which the work pertains.

3.51a METHOD - Disinfection shall be accomplished as summarized below by the current AWWA Standard Specification C-651 for continuous feed method. If the use of slug feed or spray feed is desired, the procedures shall be submitted to the Engineer for review with AWWA C651 and approval. The amount of chlorine applied shall be such as to provide a dosage of not less than twenty five (25) mg/L to the entire line to be disinfected. The chlorinating material shall be introduced to the waterlines and distribution system in an approved manner. The chlorine concentration shall be a minimum of 10 mg/L after a 24-hour rest period. If possible to do so, the lines shall be thoroughly flushed before introduction of the chlorinating materials. After a contact period of not less than 24 hours, the heavily chlorinated water shall be dechlorinated prior to discharge and flushed from the system with clean water until the residual chlorine content is not greater than two-tenths (0.2) mg/L. All valves in the lines being disinfected shall be opened and closed several times during the contact period. All chlorinated compounds shall conform to AWWA Standard Specifications B-300, B-301 and B-302. The tablet method of disinfection by gluing or siliconing chlorine tabs to the pipe will not be allowed.

3.51b TESTING – After disinfection, final flushing shall be performed before water main is placed into service. Two sets of consecutive water samples, per AWWA C-651, shall be submitted to an approved State Department of Health Laboratory or Engineer approved laboratory for the detection of coliform and non-coliform bacteria. The Contractor shall collect two samples 16 hours apart at the conclusion of flushing, allowing the main to sit without water use for a minimum of 16 hours. After sitting for a minimum of 16 hours without use, two sets of samples shall be collected at a minimum of 15 minutes apart while taps are left running. The results shall be submitted to the Engineer. If the laboratory analysis shows the water is unsafe to use, (presence of any coliform bacteria) disinfection and analysis shall be repeated until a zero coliform and non-coliform count is obtained.

Testing results are only valid for 30 days. If the Contractor has not placed the water main in service within the 30 days, they shall retest all lines at no additional cost.

The Contractor shall collect and test for chlorine concentration prior to flushing and upon termination of flushing. The number of samples required shall be as indicated in AWWA C651, which is as follows:

> "**Standard Condition** After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from every 1200 ft (366 m) of the new water main, plus one set from the end of the line and at least one set from each branch. All samples shall be tested for bacteriological quality in accordance with *Standard Methods for the examination of Water and Wastewater*, and shall show the absence of coliform organisms. A standard heterotrophic plate count may be required at the option of the owner (or owner's representative).

Special Conditions If trench water has entered the new main during construction or, if in the opinion of the owner (or owner's representative), quantities of dirt or debris have entered the new main, bacteriological samples shall be taken at intervals of approximately 200 ft (61 m) and shall be identified by location. Samples shall be taken of water that has stood in the new main for at least 16 h after final flushing has been completed."

Samples shall be collected at withdrawal taps, such as corporation stop, air release, fire hydrant, etc. If testing location is not shown on Drawing and exceeds 1,200 L.F., the Contractor shall, at their expense, install a corporation stop for testing purposes. The corporation stop shall be abandoned after testing and shall be considered subsidiary to the unit price bid for the pipe.

The test sites shall be approved of by the Engineer prior to testing.

3.52 PRESSURE AND LEAKAGE TESTS - The pipeline shall be subjected to pressure and leakage tests as specified herein and completed in accordance with latest edition of AWWA Standards. Ductile iron shall be in accordance with AWWA C600 and C605 for PVC piping.

The test sites shall be approved of by the Engineer prior to testing.

The required pressure and leakage tests shall be made after all pipe laying and backfilling work has been completed. All concrete reaction blocks and bracing or restraining facilities shall be in place at least 7 days before the initial filling of the line, except where tension joints are used at bends.

No direct payment will be made for pressure and leakage tests. All costs in connection with such tests shall be included in the unit prices named in the BID form for pipeline construction.

The pressure and leakage tests shall be applied to the entire line, service connections and appurtenances. The Contractor shall be solely responsible for any and all damages to the pipelines, and to public and private property, which results from defective materials or workmanship.

The section of the line to be tested shall slowly be filled with water and all air expelled from the pipe. Care shall be taken that all air valves are installed and open in the section being filled, and that the rate of filling does not exceed the venting capacity of the air valves.

3.52a TEST EQUIPMENT AND FACILITIES - The Contractor shall perform the necessary work to fill the pipeline with test water, as specified. The Contractor shall furnish all pumping equipment, water meter, pressure gauge, and all equipment, materials, and facilities required for the tests.

Test pressures shall be applied by means of a force pump of such design and capacity that the required pressure can be applied and maintained without interruption for the duration of each test.

The water meter and pressure gauge shall be accurately calibrated and shall be subject to the approval of the Engineer.

3.52b PRESSURE TEST - The low point in the pipeline for each test section shall be subjected to a test pressure of 150 psi (10.56 kg/ sq. cm). Test pressure shall not exceed the rated pressure of the valves, pipe or appurtenances when the pressure boundary of the test section includes closed, resilient-seated gate valves or butterfly valves.

After the section of the line to be tested has been filled with water, the specified test pressure shall be applied and maintained for a period of not less than 2 hours and for whatever longer period as may be necessary for the Engineer to complete the inspection of the line under test or for the Contractor to locate any and all defective joints and pipeline materials. The pressure shall be maintained constant (within a maximum variation, plus or minus, of 5 psi) during the entire time. If repairs are needed, such repair

shall be made, the line refilled, and the test pressure applied as before; this operation shall be repeated until the line and all parts thereof withstand the test pressure in a satisfactory manner.

3.52c LEAKAGE TESTS - After the specified pressure test has been completed, the line being tested shall be subjected to a leakage test under a hydrostatic pressure of 150 psi (10.56 kg/sq. cm) for a minimum of 2 hours. The pressure shall be maintained constant (within a maximum variation, plus or minus, of 5 psi) during the entire time that line leakage measurements are being made, so that the allowable leakage rate may be determined accurately from the leakage rate formula.

Leakage test shall not be started until a constant test pressure has been established. Compression of air trapped in un-vented pipes or fittings will give false leakage readings under changing pressure conditions. After the test pressure has been established and stabilized, the line leakage shall be measured by means of a water meter installed on the line side of the force pump.

Line leakage is defined as the total amount of water introduced into the line as measured by the meter during the leakage test. The pipeline, or tested section thereof, will not be accepted if and while it has a leakage rate in excess of that rate determined by the following formula for the specified type of pipe:

Ductile Iron & PVC Pipe

$$L = \frac{SD\ (P)^{1/2}}{148{,}000}$$

L = Testing Allowance (makeup water), in gallons per hour
S = Length of pipe tested, in feet
D = Nominal diameter of the pipe, in inches
P = Average test pressure during the hydrostatic test, in pounds per square inch (gauge)

Where the leakage test shows a leakage rate in excess of the permissible maximum, the Contractor shall make all necessary surveys in connection with the location and repair of leaking joints to the extent required to reduce the total leakage to an acceptable amount.

All joints in piping and closed valves shall be watertight and free from visible leaks during the prescribed tests. Each and every leak which may be discovered at any time prior to the expiration of one year from and after the date of final acceptance of the work by the Owner shall be located and repaired by and at the expense of the Contractor, regardless of any amount that the total line leakage rate during the specified leakage test may be below the specified maximum rate.

3.60 MEASUREMENT AND PAYMENT - All measurements for unit cost items will be based on completed work performed in strict accordance with the Drawings and specifications. Payment will be made for bid items only. BID item amounts shall subsidize for subsidiary items such as excavation, trenching, backfilling, anchorage structures, pipe jointing and all other materials, equipment and labor necessary to complete the work. All excessive fill or required fill shall be disposed of or supplied by the Contractor.

3.61 WATER MAINS - The length of water mains to be paid for will be measured along the centerline of the various sizes of pipe furnished and installed, from center of fitting to center of fitting. No deduction will be made for the space occupied by valves or fittings. Payment for water mains will be made at the unit price bid per linear foot of the various sizes, complete in place.

When specified, Polyethylene Encasement shall be included in the unit BID price for water main.

3.62 PIPELINE SPECIALS - Where specific units of construction are included in the BID form for gate valves and boxes, fittings, fire hydrants, valve manholes and other pipeline specials, payment will be made at the unit price bid, based on the number of such pipeline specials, complete in place.

3.63 FIRE HYDRANTS - Payment for hydrants shall be at the bid unit price and shall include the tie rod assembly between the gate valve and fitting on the main, backing blocks and crushed rock. If gate

valves and boxes are installed at the hydrant locations, they shall be paid for separately as set forth in the BID. The pipe run from the main to the hydrant will be measured and paid for under the respective bid item for water main in place.

3.64 CONNECTIONS - Direct payment for connections include all labor and materials, including coupling to hook-up the existing water mains to the new water main. Fittings and pipe shall be paid for as set forth in the Bid Schedule. Items not specifically indicated in the BID will be considered subsidiary to the items for which direct payment is made.

3.65 PRESSURE CONNECTIONS - Direct payment for pressure connections shall be paid for at the bid unit price for tapping tee and valve. Items included shall include but not be limited to the tapping tee, valve, valve box, thrust block and all other materials, equipment and labor. Items not specifically indicated in the BID will be considered subsidiary to the items for which direct payment is being made.

3.66 SERVICE RECONNECTIONS FOR WATER - A unit price for existing service connections or relocations will be made. All work shall be considered included in the unit price bid for service less than 2-1/4". The unit price shall include but not be limited to tapping, corporation stop, copper tubing, compression coupling, etc.

3.70 PIPELINE PUSH OR BORE - The Contractor shall push or bore water main without casing to the alignment and grade shown on the Drawings. A unit price per foot bid item shall compensate the Contractor for all labor, materials, filling in void with sand and appurtenances. The water main will be paid for as separate items as outlined in the specifications.

3.80 SUBMITTALS

3.83 SHOP DRAWINGS - The Contractor shall submit sufficient data and information to allow an evaluation of "or equal materials". If required, samples with detailed technical data shall be furnished. Shop drawings for, but not limited to, water main, fire hydrants, valves and boxes, meters, meter pits, service lines, curb stops, curb boxes, fittings, tapping tees, corporation stops, couplings, shall be submitted.

END OF SECTION 3

EXCAVATION, TRENCHING, BEDDING AND BACKFILLING

6.00 SCOPE - The work covered by this specification consists of furnishing all labor, tools, materials, equipment and performing all operations in connection with excavation, trenching, bedding and backfilling for all underground utilities including in part; sanitary sewers, sewer stubouts, storm sewers, culverts, water mains, water services, gas mains, gas services and all other underground structures unless otherwise provided for on the drawings or in the detailed specifications.

6.10 GENERAL - The Contractor shall be responsible for the protection of the pipe during construction and preserving the existing street surfaces. Unless otherwise specified herewithin or specified as a Bid item, no separate payment will be made for excavation, trenching, bedding, backfilling and incidental work as they are considered subsidiary to the items of the Bid.

Where construction of utilities requires cutting and replacing sidewalk, rigid pavement, or asphalt concrete pavement, the cutting shall be accomplished by the use of a concrete saw. The minimum depth of vertical saw cut shall be one inch or 1/6 of the thickness of the pavement, whichever is greater. The remaining depth of the pavement section may be removed as the Contractor elects, subject to the approval of the Engineer. Any damage done outside removal areas by the Contractor shall be repaired at the expense of the Contractor. The location of cuts and the extent of removal will be as directed by the Engineer, or as indicated on the drawings. Waste will be disposed of at a site approved by the Engineer. Direct payment will not be made for sawing, but it shall be considered subsidiary to the items in the BID for which payment is made. Extra widths of pavement removal without authorization of the Engineer, shall not be a pay item.

The Contractor shall be responsible for removing, replacing, relocating or maintaining all road signs, street signs, traffic signs and mailboxes and providing prior notice to the Owner.

No trees shall be removed without written instructions from the Engineer unless tree removal is indicated on the Drawings. No separate payment will be made for tree removal and the cost shall be included in the BID.

Comply to local requirements and specific requirements of State of Nebraska. Special attention is directed to Title 29 Labor, Part 1518 - "Safety and Health Regulations for Constructions" and detailed requirements of Subpart P "Excavations, Trenching and Shoring."

6.20 PROTECTION OF EXISTING UTILITIES AND PROPERTIES - Verify existence, location and elevation of all underground and overhead utilities along the route of the work. Omissions from or inclusion of locations on the drawings is not to be considered as the nonexistence of or a definite location of existing utilities.

Take the necessary precautions to protect existing utilities from damage due to his operations. Any damage to utilities will be repaired at the Contractor's expense. The Contractor shall not interrupt service for utilities unnecessarily. If utilities need to be interrupted, 24-hour notification to the Owner of the utility shall be given. Excavated material shall be kept trimmed in such a manner to be of as little inconvenience as possible to the public and the adjoining property owners. Any damage shall be immediately corrected by the Contractor. At street crossings, sidewalks, and other points where necessary, trenches shall be bridged in a secure manner so as to prevent serious interruption of travel, and to provide access to fire hydrants, public land and private premises.

6.21 ABANDONMENT OF UTILITIES - Where indicated on the drawings, all utilities to be abandoned such as water and sewer shall be sealed and plugged with concrete plugs unless special detailed drawings are prepared.

6.22 REFERENCE PROTECTION - Protect and maintain bench marks, monuments or other established points and reference points. If disturbed or destroyed, replace items to full satisfaction of Owner and Controlling Agency.

6.30 TRENCH EXCAVATION - Trench excavation shall be open cut to the depth shown on the drawings. Topsoil shall be stockpiled. The amount of open or unfilled or uncompacted trench shall not exceed 300 lineal feet (91.5m) , unless otherwise instructed by the Engineer, and failure to comply with this requirement shall be cause for shutdown of the entire project until such backfilling is performed.

Do not open greater length of trench than can be effectively utilized under existing conditions and with the forces at hand. Once trench is opened, proceed immediately and with dispatch to place specified materials in trench, or to otherwise utilize trench for intended purpose. Schedule work and order materials so that trenches are not left open for a longer period than is reasonably necessary. Any trench or portion of trench, which is opened and remains idle for longer than one calendar day, as determined by the Owner, may be directed to be immediately refilled, without completion of work, at no additional cost to the Owner. Said trench may not be reopened until Owner is satisfied that work associated with trench will be prosecuted with dispatch.

6.30a EXCAVATION, APPURTENANCES - Excavate for appurtenant structures to provide at least 12 in. (minimum) clear distance between outer surface and embankment and in full observation to Safety Rules.

6.31 TRENCH WIDTH - Trenches shall be excavated only to a width sufficient to provide a free working space on each side of the pipe at the bottom for backfilling and compacting around the pipe. Widths shall comply with State requirements for trenching, provide adequate working space and pipe clearances for proper pipe installation, jointing, and embedment. However, cut trench walls vertically from bottom of trench to 1 foot above top of pipe. In no case shall trench width at top of pipe or conduit exceed outside diameter of utility service by the following dimensions:

Pipe Diameter Size	*Excess Dimension*
33 inches and less	18 inches
more than 33 inches	24 inches

Cutting trench banks on slopes to reduce earth load to prevent sliding and caving will be permitted only in areas where the increased trench width will not interfere with surface features, encroach on right-of-way limits or require additional removal and replacements. Slopes shall not extend lower than one foot above the top of the pipe.

Where, for any reason, the width of the lower portion of the trench as excavated at any point exceeds the maximum permitted in the foregoing tables, either pipe of adequate strength, special pipe embedment, or arch concrete encasement, as required by loading conditions and as determined by the Engineer, shall be furnished and installed by and at the expense of the Contractor.

6.32 DEWATERING - Trenches shall be kept free from water. Unless dewatering is specified in the BID, no separate payment will be made for dewatering as it will be included in the BID for pipe installation.

6.33 SHEETING, SHORING, AND BRACING - Trenches shall be sheeted, shored, and braced as necessary to comply with all applicable laws, codes, ordinances, rules and regulations. Compliance with this requirement shall rest solely with the Contractor. Such sheeting, shoring and bracing shall not be removed until backfilling has progressed to such a stage that no damage to utilities or structures will result from its removal.

Brace trenches running near walls or columns, to prevent any settlement or other disturbance of walls or columns. Make trench excavation that runs parallel to footing bottom with maximum slope of one to one.

6.34 TUNNELING - Permission for tunnel work may be granted by the Engineer for crossing under crosswalks, driveways, or existing utility lines, but such tunnels shall not exceed twenty (20) feet (6.0m) in length.

6.35 COMMON EXCAVATION - Excavation shall comprise of and include the satisfactory removal and disposal of all materials not classified as unclassified excavation, and shall include clay, silt, sand, gravel, hard pan, loose shale, and other loose stone in masses and boulders measuring less than one-half cubic yard in volume.

6.36 UNCLASSIFIED EXCAVATION - Excavation shall comprise of and include the satisfactory removal and disposition of all boulders measuring one-half cubic yard or more in volume, rock material in ledges, bedded deposits, and unstratified masses which cannot be removed without systematic drilling or blasting, concrete or masonry structures, unless otherwise specified, and conglomerate deposits which cannot be removed without systematic drilling or blasting. Dispose of material at site approved by Owner. Separate payment will be made for this item according to the unit price per lineal foot of trench as in the BID or as negotiated or agreed upon.

6.40 BEDDING - The type of bedding shall be as specified or Class B for sanitary sewer and Class C for water main (see Standard Bedding Detail) unless specifically modified in the Detailed Specifications or as noted on the Drawings.

6.41 GENERAL PREPARATION OF SUBGRADE - When the excavation is in firm earth, care shall be taken to avoid excavations below the established grade. If this should occur, the area so excavated shall be backfilled in two-inch lifts and thoroughly compacted with approved mechanical tampers to the required densities.

In case of unclassified excavation or unstable trench conditions, the excavation shall be carried to a minimum depth of 6 inches (15.3 cm) below grade and backfilled to grade with approved fill, free from rocks, roots, sod or vegetable matter, and shall be firmly tamped in place in two-inch lifts to the required densities. Formed bell holes in trench such that only barrel of pipe is supported by bedding material.

6.42 CLASSES OF BEDDING - The Contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipe. Embedment material must be placed and compacted uniformly on each side of the pipe to prevent lateral displacement. The Engineer will determine in the field, following excavation, which sections of pipe shall receive granular bedding. The earth shall be thoroughly compacted in and around the pipe and joints with hand tamping bars and approved mechanical tampers.

6.42a CONCRETE CRADLE BEDDING, CLASS A - The Contractor shall provide for the bedding of a ditch conduit in which the lower part of the conduit is bedded in a cradle constructed of 2000 psi (140.7 kg/sq cm) concrete or better, having a minimum thickness under the pipe of one-fourth its outside diameter. The cradle shall be poured as a unit without horizontal construction joints. The remainder of the conduit is entirely surrounded to a height of 12 inches (30.5 cm) above its top by densely compacted backfill placed in lifts not exceeding 4 inches (10.2 cm) in thickness.

6.42b FIRST CLASS BEDDING, CLASS B - The Contractor shall provide for the bedding of a ditch conduit in which the pipe is carefully bedded on fine granular materials in an earth foundation that is carefully shaped to fit the lower part of the pipe for a width of at least 60% of its breadth, and in which the remainder of the conduit is entirely surrounded to a height of 12 inches (30.5 cm) above its top by densely

compacted backfill that is carefully placed to fill completely all spaces under and adjacent to the pipe in lifts not exceeding 4 inches (10.2 cm) in thickness.

6.42c ORDINARY BEDDING, CLASS C - The Contractor shall provide for the bedding of a ditch conduit in which the pipe is bedded with "ordinary" care in an earth foundation shaped to fit the lower part of the pipe. The lower 50% of outside breadth shall be to 95% of Standard density, ASTM D-698 or 75% Relative density, D-2049 and in which the remainder of the pipe is surrounded to a height of at least 12 inches (30.5 cm) above its top by compacted backfill at above specified density. Carefully place and fill all spaces under and adjacent to the pipe in lifts not exceeding 8 inches (20 cm) loose measurement in thickness.

6.42d SPECIAL BEDDING, CLASS D - This is a method of bedding a ditch conduit in which little or no care is exercised to shape the foundation to fit the lower part of the pipe. The trench bottom should be true and even so that the barrel of the pipe will have soil support for its full length. No bell holes are required.

6.50 BACKFILLING - All backfill, unless otherwise specified shall be compacted to a minimum of 95% of Standard density ASTM D-698 at optimum moisture, -1% to +3% or a minimum of 75% Relative density, ASTM D-2049. Backfilling shall be carefully performed to restore the original surface to the satisfaction of the Engineer. No backfilling will be allowed until all tests have been performed and until the system installed conforms to the specific requirements. The Engineer, at his option, may authorize backfilling before all tests have been completed. All backfill shall be done in accordance with approved mechanical methods. All backfill around new and existing sanitary manholes, storm manholes, curb inlets, fire hydrants and valve boxes shall be performed in maximum 8" lifts by an Engineer approved hand operated mechanical device.

6.50a COMPACTED BACKFILL UNDER PAVEMENTS - Trench backfill shall be compacted for the full depth of trench under street, parking, road, driveway, and sidewalk pavements. The remainder of the backfill material above the top of the conduit bedding shall be deposited in approximately 8 inch (20 cm) layers, loose measurement and compacted to the required densities. The Contractor is responsible for restoring any pavement or surfacing disturbed by his work in accordance with these contract documents.

Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling and compaction.

6.50b COMMON TRENCH BACKFILL - Perform remaining backfill in accordance with drawings and for particular locations described.

Place backfill in lift thicknesses capable of being compacted to densities specified. Maximum lift thickness shall be 2 feet (0.6m) but shall be a minimum of 3 feet (0.9 m) above top of pipe.

Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling minimum cover above pipe and compaction methods.

Exercise extreme care in backfilling operations to avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, or distortion. Repair damages, distortions or misalignments to full satisfaction of Engineer.

6.50c SPECIAL BACKFILL METHODS - Water flushing for consolidation of backfill is not permitted.

6.51 BACKFILL MATERIAL - All backfill material shall be free from frozen earth, large clods or stones, cinders, ashes, refuse, vegetable or organic material or other foreign material that is, in the opinion of the Engineer, unsuitable.

6.51a BACKFILL MOISTURE CONTROL - Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

6.51b BACKFILL EXCAVATED MATERIAL - When the type of backfill material is not specified, backfill with the excavated material, provided that such material consists of loam, clay, sand, gravel or other materials that in the opinion of the Engineer, are suitable for backfilling. All differing soil types shall be separated during excavation. Additional tests, specified in Section 6.50, shall be provided by the Contractor for mixed soil.

6.51c BACKFILL GRAVEL - All gravel used for backfill shall consist of natural bank gravel having durable particles graded from fine to coarse in a reasonable uniform combination with no boulders or stones larger than 2 inches (5 cm) in size. It shall not contain a total of more than 10% by weight of loam or clay. No more than 15% shall pass a No. 200 sieve.

6.52 CONDUIT TRENCH BACKFILL

6.52a SANITARY SEWER TRENCH BACKFILL - Backfilling of sanitary sewers shall be in accordance with Sections 6.40 and 6.50 of this Specification.

6.52b WATER AND GAS LINE TRENCH BACKFILL - Backfilling for water and gas lines shall be in accordance with the latest revisions of the AWWA Standards, or Sections 6.40 and 6.50 of this Specification when applicable.

6.52c STORM SEWER TRENCH BACKFILL - Backfilling for storm sewer pipe shall be in accordance with Section 6.40 and 6.50 of this Specification.

6.53 STRUCTURE BACKFILL - No backfill shall be made until the concrete in any structure has set sufficiently to prevent damage to the structure. At such time backfill shall be in accordance with Section 6.50 and 6.50a of the Specification.

6.54 EXCESS EXCAVATED MATERIALS DISPOSAL - Except as otherwise permitted, all excess excavated materials shall be disposed at a site approved of by the Owner.

Broken concrete and other debris resulting from pavement or sidewalk removal, excavated rock, junk, and debris encountered in excavation work and other similar waste materials, shall be disposed of away from the site of the work. The disposal of waste, debris and excess excavated materials, including hauling, handling, grading, and surfacing shall be a subsidiary obligation of the Contractor and no separate payment will be made thereof.

6.55 BORROW - Borrow required to bring trench to original grade shall be supplied by the Contractor. The borrow shall be approved by the Engineer.

6.56 FINAL GRADING AND TOPSOILING - After other outside work has been finished, and backfilling and embankments completed and compacted, all areas on the site of the work which are to be graded shall be established to grade at indicated elevations, slopes, and contours. If elevations are not indicated, existing elevations shall be matched. After areas to be topsoiled have been approved for final grading, the surface shall be loosened and made ariable by cross-discing or other approved methods, to a full depth of at least 2 inches (5 cm) to permit blending of topsoil to the subgrade. Rake all stones and debris 2 inches (5 cm) or more in any dimension and remove from site after discing. Spread topsoil at least to a depth of 6 inches (15 cm) to the top surface being at final grade. When finished, surface shall be free of stones and debris 1 inch (2.5 cm) or more in any direction.

Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to hand work. All surfaces shall be graded to secure effective drainage. If additional soil is required to be supplemented or disposed, it shall be a subsidiary obligation of the Contractor.

6.57 FIELD TESTING – See Special Conditions Section

6.58 LABORATORY TESTING - Perform laboratory tests to ensure that embedment and backfill materials comply with specified requirements shall be made by an independent testing laboratory at the expense of the Contractor. The following tests will be required:

a. One Standard Density test (ASTM D-698) for cohesive soils for each type of embedment or backfill material proposed.

b. One Relative Density test (ASTM D-2049) for cohesionless soils for each type of embedment or backfill material proposed.

6.59 SETTLEMENT - The Contractor shall be responsible for all settlement of backfill, fills, and embankments which may occur within one year after final completion of the contract under which the work was performed.

The Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 10 days after notice from the Engineer or Owner.

6.60 CLEAN-UP - Upon completion of the installation of the utility, all debris and surplus resulting from the work shall be removed. The Contractor shall restore all damaged gravel surfaced drives, storm drains, fences, signs, mailboxes, sprinkler systems, etc., to a condition equal to or better than original.

6.61 CONSTRUCTION RIGHT-OF-WAY - The Contractor shall contain his work to public street and highway right-of-ways, and easements or shall be liable to damage claims for any damages resulting from his operation.

6.70 MEASUREMENT AND PAYMENT - Unless otherwise specified, no separate payment will be made for Excavation, Trenching, Bedding, Backfilling and related work as they are included in the Bid for pipe installation. Removing and replacing or maintaining street signs, traffic signs and mail boxes shall not be paid directly but shall be considered subsidiary to any or all items.

6.71 PAVEMENT, DRIVEWAYS AND SIDEWALKS - Pavement, driveways and sidewalks shall be measured for removal and replacement according to the widths and lengths shown on the drawings or as designated by the Engineer. Payment for removal and replacement of pavement shall be at the contract unit price per square yard of the material removed and replaced and shall be at the specified thickness indicated on the drawings. Payment for removal and replacement of driveways and sidewalks shall be at the contract unit price per square foot of the material removed and shall be at the thickness indicated on the drawings. No payment will be made for pavement, driveways and sidewalks removed

beyond the width indicated on the drawings or designated by the Engineer. Widths removed in excess of the removal areas detailed by the Engineer, shall be at the Contractor's expense. All concrete sawing shall not be paid for directly, but shall be considered subsidiary to the contract replacements in the Bid.

END OF SECTION 6

CONCRETE CURBS, CURBS AND GUTTERS, VALLEY GUTTERS, SIDEWALKS AND DRIVEWAYS

11.00 SCOPE - Work covered by this specification consists of furnishing all labor, tools, materials, equipment and performing all operations in connection with the construction of concrete curbs and combined curbs and gutters complete in place in accordance with this section of the specifications and the applicable drawings.

11.10 GENERAL - Curbs and combined curbs and gutters shall consist of air entrained Portland cement concrete constructed on prepared subgrade in accordance with these specifications. This work shall conform with the lines and grades, thickness, and typical cross-sections shown on the applicable drawing or established by the Engineer.

Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices. He shall take necessary precautions to protect the work and to safeguard the public. Streets closed to traffic shall be protected by effective barricades and obstructions shall be illuminated during hours of darkness. Warning signs shall be provided to control and direct traffic properly.

The latest revisions of the standards referred to herein existing at the time of the bid opening shall prevail.

11.20 CONCRETE - Concrete shall be State of Nebraska Department of Transportation (NDOT) Class 47B air-entrained. Concrete shall meet requirements of ASTM C-94, Standard Specifications for Ready-Mixed Concrete; or CSA A23-1, Concrete Materials and Methods of Concrete Construction. Cement factor shall not be less than specified on the Table of Proportions, and water-cement ratio shall not exceed 0.45. Substitution of fly ash for cement will be permitted only as indicated in the Nebraska Department of Transportation, Standard Specifications for Highway Construction, current edition.

TABLE OF PROPORTIONS

Class Concrete	*Pounds Cement Per C.Y. (Fixed)*	*Type Concrete*	*Lbs. Total Agg. Per 100 Lbs. Cement*		*Type Coarse Aggregate*	*Compressive Strength * Lbs/Sq.In.*		*Ratio of Coarse Agg. To Total Agg. Percent*
			(Min)	*(Max)*		*7-Day*	*28-Day*	
47B	564 (6 sx)	Air-Entrained	510	555	Limestone, Quartzite, Dolomite, or Granite	2400	3500	30±3; 10±3 for sidewalk

*Strength test failure shall be based on the 28-day strength requirement

11.21 PORTLAND CEMENT - Portland cement shall be Type IP.

Cement which has a temperature of over 175 degrees F shall not be used.

11.22 AIR-ENTRAINING AGENT - Air-entraining admixture shall conform to the requirements of ASTM C-260. Concrete shall contain 6% to 8.5% entrained air by volume.

11.23 AGGREGATE - Fine aggregate and Sand-Gravel Aggregate shall have maximum size of one (1) inch (2.5 cm) and shall be a mixture of sand and gravel composed of clean, hard, durable and uncoated particles.

Coarse aggregates shall have maximum size of one and one half inches (3.75 cm) and shall be crushed limestone composed of clean, hard, durable and uncoated particles.

Aggregate shall be supplied from a source having current Nebraska Department of Transportation (NDOT) approval for use on NDOT projects. Sampling and testing procedures shall conform to the following:

Specification for Concrete Aggregates	ASTM C33
Abrasion	AASHTO T96
Freeze/Thaw Soundness	AASHTO T103

Fine aggregate and sand gravel aggregate shall not have a soundness loss greater than 10% by weight at the end of 5 cycles using sodium sulfate solution. Coarse aggregate shall not have a soundness loss greater than 8% by weight at the completion of 16 cycles of alternate freezing and thawing. Limestone aggregate shall not have a percentage of wear greater than 40% based on the Los Angeles Abrasion Test.

The aggregate shall contain no more than 0.5% clay lumps by weight. Coarse aggregate shall contain no more than 3.5% by weight any combination of clay lumps, shale and soft particles.

Gradation limits for fine and coarse aggregate are specified in Section 11.23a and 11.23b of this specification. Sand-Gravel aggregate is specified in the Section 11.23c.

11.23a GRADATION LIMITS - Gradation limits for fine aggregate are:

RANGE	*SIEVE*	*TARGET*
NONE	retained on 1 inch Sieve	0%
3-23%	retained on #4 Sieve	13%
30-50%	retained on #10 Sieve	40%
60-84%	retained on #30 Sieve	72%
97-100%	retained on #200 Sieve	98.5%

11.23b GRADATION LIMITS - Gradation limits for coarse aggregate are:

RANGE	*SIEVE*	*TARGET*
NONE	retained on 1 1/2 inch Sieve	0%
1-8%	retained on 1 inch Sieve	0%
10-34%	retained on 3/4 inch Sieve	22%
55-85%	retained on 3/8 inch Sieve	70%
85-100%	retained on #4 Sieve	94%
94-100%	retained on #20 Sieve	97%

11.24 WATER - Water used in mixing or curing shall be potable, clean and free of soil, acids, alkalies, salts, organic matter, or other substances harmful to concrete.

11.25 SLUMP - The concrete shall have uniform consistency and slump. The slump shall be between 1 and 3 inches for hand vibrated concrete. Slump shall be between 1/2 and 2 inches for concrete placed by a slipform/extrusion machine. Between 2 and 4 inches for hand-tamped or spaded concrete.

11.25a WORKABILITY - Concrete shall be of such consistency and composition that it can be worked readily into the forms and around the reinforcement without excessive spading and without permitting the materials to segregate or free water to collect on the surface. Slump shall be in accordance with 11.25.

The proportions shall be adjusted to secure the lowest water-cement ratio which is consistent with good workability, a plastic, cohesive mixture, and one which is within the specified slump range.

To avoid unnecessary changes in consistency, the aggregate shall be obtained from a source which will ensure uniform quality, moisture content, and grading during any single days operation. Materials shall be handled in such a manner that variations in moisture content will not interfere with production of concrete of the specified degree of uniformity and slump.

11.26 MIXING - Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of AASHTO M-157 or CSA A23-1. Concrete shall be delivered to the site and discharged within 1 1/2 hours after introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 45 minutes.

11.27 ADMIXTURES - No admixtures shall be used in the concrete without prior approval of Owner, and all approved admixtures shall conform to applicable AASHTO, ASTM and CSA requirements.

Air-entraining agents shall have proven compatibility with all local concrete materials, including cement, and shall be capable of providing in the concrete the required air contents and air-void system known to produce durable, scale-resistant concrete.

Admixtures other than air-entraining agents shall not be used until trial mixes with job materials have shown them to be compatible at job temperatures. Trial mixes must also show that desired properties will be imparted to the fresh concrete without any subsequent loss of strength or durability in the hardened concrete.

11.27a FLY ASH - Substitution of fly ash for cement is permitted only as indicated in the NDOT Standard Specifications for Highway Construction, current edition.

11.28 REINFORCING STEEL - Reinforcing steel if specified shall conform as follows:

11.28a DEFORMED REINFORCING BARS - Reinforcing steel shall conform to the requirement of ASTM A-615, Grade 40 and shall be used for tie bars that are to be bent and restraightened during construction.

11.28b DOWEL BARS - Shall be plain round bars conforming to ASTM A-615 and shall be free from deformations restricting slippage in the concrete. Before delivery to the work site, one-half the length of each dowel bar shall be painted with one coat of lead or tar paint.

11.28c WELDED WIRE FABRIC - Shall conform to ASTM A-185.

11.29 JOINT MATERIALS - Shall be in accordance with construction standards and specified as follows:

11.29a EXPANSION JOINTS - Expansion joints shall be non-extruding preformed joint fillers of bituminous pre-molded fiber, and shall conform to ASTM Designation M-33, M-153 Type III Standard Specifications and AASHTO Designation M-58-42 and M-59-42.

11.29b JOINT SEALING MATERIAL - The hot pour joint material shall be rubber-asphalt type and shall be melted in a double jacket kettle equipped with an agitator for stirring the material during melting and pouring. The rubber-asphalt shall meet Federal Specifications SS-S-164 or subsequent revisions.

11.29c METAL SUPPORTS - Metal chairs used to support tiebars or reinforcing bars shall be channel shaped, pressed out of sheet steel of not less than twelve (12) gage metal.

Metal assembly used to support dowel bars shall be so constructed and of such strength that the bars shall be held in true alignment and plane at all times. The assembly shall be reviewed by the Engineer before construction starts.

11.30 SUBGRADE PREPARATION - Subgrade shall be excavated or filled with suitable material to the required grades and lines. Clearing and grubbing will be performed. Soft-yielding and otherwise unsuitable material shall be removed and replaced with select base coarse. Filled sections shall be compacted and extended a minimum of 1 foot (0.3 m) outside the form lines.

Upper six (6) inches of subgrade shall be scarified, harrowed, air dried wetted and/or compacted by Contractor to 95% of maximum dry density obtained at optimum moisture content, plus or minus 3% as determined by procedure outlined in ASTM D-698 or 75% relative density, ASTM D-4253. A test supplied by the Contractor from an approved laboratory, will be required for each type of excavation or borrow material encountered.

Before placing concrete, the subgrade shall be tested for conformity with the cross-section shown in these contract specifications. Contractor shall remove or add material to bring all portions of subgrade to correct elevation. Subgrade preparation procedure shall then be repeated and conformity tests taken again.

11.40 CONCRETE PLACEMENT - Concrete shall be placed either by an approved slipform/extrusion machine, by the formed method, or by a combination of these.

11.41 MACHINE PLACEMENT - Slipform/extrusion machine shall be so designed as to place, spread, consolidate, screed and finish concrete in one complete pass in such a manner as to minimize hand finishing necessary to provide a dense and homogeneous concrete section. Machine shall shape, vibrate, and/or extrude the concrete for the full width and depth of the concrete section being placed. It shall be operated with a continuous forward movement. Operations of mixing, delivery and spreading concrete shall be so coordinated as to provide uniform progress, with stopping and starting of the machine held to a minimum.

11.42 FORMED METHOD - Forms shall be of wood, metal or other suitable material that is straight and free from warp, having sufficient strength to resist the pressure of the concrete without displacement and sufficient tightness to prevent leakage of mortar. Flexible or rigid forms of proper curvature may be used for curves having a radius of 100 feet or less. Division plates shall be metal. All concrete shall be vibrated.

11.43 ALIGNMENT AND GRADE - The alignment and grade elevations of the forms shall be checked by the Contractor and the necessary corrections made by the Contractor before placing the concrete. When any form has been disturbed or any subgrade thereunder has been unstable, the subgrade shall be recompacted under that section, the form reset and checked.

11.44 FORM REMOVAL - Forms shall be removed without damage to concrete after the concrete has sufficient strength. Upon removal of forms, fill honeycombed or unevenly filled sections immediately with cement mortar.

11.45 PLACING REINFORCING STEEL - When reinforcement is required, it shall be placed as shown on the drawings.

All reinforcing metal must be kept clean and free from foreign material that will prevent the proper bond with the concrete. Welded sheet fabric and welded bar mats shall be furnished in flat sheets and shall be handled carefully during the placing and kept straight until installed.

Bars used shall be parallel to the centerline and surface of the slab or walls. Tolerance of this placement shall be plus or minus 1/4 inch both horizontally and vertically.

To install welded fabric, or welded mats of reinforced bars, the layer of concrete shall be placed upon the subgrade to such a depth that when struck off and vibrated, its surface will be at the elevation specified for the reinforcing metal to be installed. Each layer shall be struck off with a template of a design and construction reviewed by the Engineer. When the reinforcing metal is properly placed, it shall be covered at once, before the bottom course has taken any initial set, with a layer of concrete so deposited and distributed thereon that the slab shall have the required thickness and crown.

The Contractor will be required to furnish suitable metal supports of a type and design approved by the Engineer for all steel reinforcing bars and for all dowel bars. The work will not be paid for directly but will be considered as subsidiary work and the cost thereof included in the unit price for the Bid items for which payment is made.

Front and back forms shall extend the full depth of the concrete. All forms shall be braced and staked so as to remain in both horizontal and vertical alignment until their removal. They shall not at any time show a variation of more than 1/8 inch in a 10 foot length from a true plane of top of form. Shimming with loose earth, pebbles, etc. will not be permitted. Forms shall be cleaned and coated with an approved form-release agent before concrete is placed against them.

Concrete shall be deposited into the form without segregation and then tamped and spaded or mechanically vibrated for thorough consolidation. No concrete shall be placed if there is not enough to completely fill one complete 10 foot (3.0 m) section. No concrete shall be deposited adjacent to concrete that has taken its initial set, unless the specified expansion joint is provided. Low roll or mountable curbs may be formed without the use of a face form by using a straight-edge and template to form curb face. When used, face forms shall be removed as soon as possible to permit finishing. Front and back forms shall be removed as soon as possible without damage to the concrete after it has set.

11.46 FINISHING - Plastic concrete shall be finished smooth, by means of a float and given a final surface texture using a light broom at right angles to curb line or burlap drag parallel to the curb line. Concrete adjacent to forms and formed joints shall be edged with a suitable edging tool to the dimensions shown on the drawings.

The finished surface of the curb and gutter or valley gutters shall be checked by the use of the 10' straightedge and corrected, if necessary. While the concrete is still plastic, the drainage at the gutter should be checked by pouring water at the gutter summit and observing its flow to the inlet. In order to prevent damage to the concrete surface, water should be poured onto a piece of burlap or curing paper.

11.47 JOINTING

11.47a CONTRACTION JOINTS - Transverse weakened-plane contraction joints shall be constructed at right angles to the curb line at intervals not exceeding 10 foot (3.0 m). Joint depth shall average at least one-fourth of the thickness of the concrete.

Contraction joints may be sawed, hand-formed or made of 1/8 inch thick division plates in the formwork. Sawing shall be done early after the concrete has set to prevent uncontrolled cracking. Joints may be hand-formed either by (1) using a narrow or triangular jointing tool or a thin metal blade to impress a plane of weakness into the plastic concrete, or (2) inserting 1/8 inch thick steel strips into the plastic

concrete temporarily. Steel strips shall be withdrawn before final finishing of the concrete. Where division plates are used to make contraction joints, the plates shall be removed after the concrete has set and while the forms are still in place.

The sawing of all contraction joints, regardless of sequence, shall be completed sufficiently soon enough to prevent random shrinkage cracking in the pavement. The sawed joints must be to the depth, spacing and locations called for in the drawings. Water may be used on the saw blades during the cutting operations. The sawing of any joint shall be discontinued if a crack occurs at or near the joint location prior to the time of sawing. Sawing shall be discontinued when a crack develops ahead of the saw. Cracks developing before sawing commences or cracks developing ahead of the saw shall be routed to a depth of approximately one and one-half inches and not to exceed approximately one-half inch in width. When cutting the pavement slab, a chalked or other suitable line or guide shall be used to insure cutting in a true line. Where there are gutter or integral curbs, they must also be cut to the proper depths to prevent erratic cracking.

Immediately after the joints have been sawed or the premature cracks have been routed, they shall be cleaned thoroughly to remove all dirt and loose material. The joints then shall be dried thoroughly and sealed.

The joint sealing filler shall be poured to seal the joints across the top and down the ends of the joints. A block or form shall be used to hold the poured joint sealing material in the joint at each end until it has cooled and set.

If the concrete is cured with impervious membrane compounds, adequate precautions shall be taken to avoid application of the curing material to the surfaces of the concrete which will be in contact with the joint sealing filler. In the event that the curing membrane has been permitted to cover or coat any part of the surface of the concrete pavement in any joint, which will come into contact with the joint sealing filler, the Contractor shall remove the membrane from the affected areas. If water has been used on the saw blade during the cutting operation, the cleaning shall include flushing with water by use of a high pressure hose and thoroughly drying before pouring the joint sealing filler. Any other joints flushed with water shall also be thoroughly dried before pouring the joint sealing filler.

The joint sealing filler shall be melted uniformly and with constant stirring in an asphalt kettle of such design that direct flames are not applied to the immediate surfaces of the kettle which are in contact with the joint sealing filler. The material shall be furnished or prepared in pieces of such size and shape that the material can be melted readily to the proper pouring consistency. The Contractor shall obtain from the supplier or from the manufacturer and furnish to the project manager the manufacturer's recommendations for mixing, application and temperature restrictions. These recommendations shall be strictly followed. In no case shall the temperature exceed the maximum recommended by the manufacturer. When proper pouring consistency is attained, the joints shall be filled as shown in the drawings, through the use of pressure type applicator, of a design approved by the Engineer, and equipped with a nozzle which will fit into the joints. Precautions shall be taken to prevent spilling material on surfaces of the pavement adjacent to the joint.

Sidewalk contraction joints shall be filled with a single component, gun-grade elastomeric sealing compound which shall be Thiokol, Sonneborn or approved equal. Joints shall be clean and dry at the time of sealing. Prime joints if recommended by the sealant compound manufacturer or if necessary to obtain adhesion. Apply the sealant with a pressure gun having a nozzle of the proper size to fit into the joints. Fill the joints solidly and smoothly and remove any excess material leaving the adjoining surfaces clean. The joints shall be watertight.

No direct payment shall be made for installation of contraction joints as it shall be considered subsidiary to the installation of the sidewalk.

11.47b EXPANSION JOINTS - Expansion joints for curb, curb and gutter shall be constructed at intervals not exceeding 100 feet (30 m) at right angles to the curb line, at immovable structures and at points of curvature for short-radius curves. Filler material for expansion joints shall conform to the requirements of ASTM D994, D1751 or D1752 and shall be furnished in a single 1 inch thick piece for the full depth and width of the joint.

Sidewalk Expansion Joints. At 100 foot intervals and where the concrete sidewalk abuts existing buildings or curb, there shall be placed a 1/2" expansion joint. Expansion joint material shall also be placed at the same locations in the concrete subbase for brickwork. The expansion joint material shall be cork, cellular plastic, or non-extruding bituminous pre-molded fiber. The expansion joints shall be 1/2" wide and the expansion joint material shall be left below the surface approximately 1/2" with a removable 1/2" plastic or wood cap to insure a straight and uniform joint. The expansion joints shall then be filled with a single component, gun-grade elastomeric sealing compound which shall be Thiokol, Sonneborn or approved equal. Joints shall be clean and dry at the time of sealing. Prime joints if recommended by the sealant compound manufacturer or if necessary to obtain adhesion. Apply the sealant with a pressure gun having a nozzle of the proper size to fit into the joints. Fill the joints solidly and smoothly and remove any excess material leaving the adjoining surfaces clean. The joints shall be watertight.

No direct payment shall be made for installation of expansion joints as it shall be considered subsidiary to the installation of the sidewalk.

Expansion joints shall be placed as indicated on the drawings or at each location where new construction connects with existing construction. Specifically, joints shall be placed where new curb and gutter joins existing curb and gutter, where sidewalks connect to curb and gutter, and at such other locations as the Engineer may direct. On long runs of new construction, joints shall be placed as directed. All expansion joints shall be sealed according to the previous paragraphs.

11.47c OTHER JOINTING - Construction joints may be either butt- or expansion-type joints. Curbs or combined curbs and gutters constructed adjacent to existing concrete shall have the same type of joints as existing concrete, with similar spacing; however, contraction joint spacing shall not exceed 10 feet (3.0 m).

11.48 PROTECTION - Protect newly paved surfaces and appurtenances from traffic for minimum of 14 days. Protect sidewalks from foot traffic for 2 days. Erect and maintain warning signs, lights, watchmen to direct traffic and any other reasonable means deemed necessary by the Contractor to protect the uncured pavement.

Contractor shall have materials available at all times to protect the surface of the plastic concrete against the rain. These materials shall consist of waterproof paper or plastic sheeting. For slipform construction, materials such as wood planks or forms to protect the edges shall also be required.

When it is expected that, during the progress of the work, the temperature may fall below 40 degrees Fahrenheit, a sufficient supply of straw, hay, grass, or other material suitable in the judgment of the Engineer, must be maintained on hand, to cover the concrete and to sufficiently protect the surface and edges against freezing until it is at least 10 days old. In such case, at the discretion of the Engineer, wetting and spraying may be permitted. Manure shall not be used as a protection for green concrete. Whenever the temperature falls below 40 degrees Fahrenheit, freshly finished concrete shall be protected by frames enclosed by canvas or other type of housing and the temperature of the air surrounding the concrete shall be maintained at not less than 45 degrees Fahrenheit. Sufficient heating apparatus, such as lanterns, suitable stoves or steam equipment, shall be furnished and maintained by the Contractor. Any concrete showing injury or freezing or uncovering shall be removed and replaced at the expense of the Contractor.

Repair or replace parts of structures damaged by traffic, or other causes occurring prior to final acceptance. Protect concrete against public traffic, construction traffic and traffic caused by employees and agents.

No equipment shall be driven or moved across new surfaces unless such equipment is rubber-tired and only if surface is designed for and capable of sustaining loads to be imposed by the equipment. Tracked vehicles and equipment shall not be driven over new or existing paved surfaces.

11.49 CURING - Concrete shall be cured for at least 3 days after placement to protect it against loss of moisture, rapid temperature change, and mechanical injury.

Applying white liquid membrane curing compound complying with ASTM C-309 for curing, sealing, and moisture retention. Perform application in accordance with manufacturer's directions but at a rate of not more than 400 square feet per gallon. Apply within 4 hours after finishing or as soon as surface moisture has dissipated. Curing shall include back of curb and all exposed surfaces.

11.50 COLD AND HOT WEATHER CONCRETING

11.50a COLD WEATHER - Except by specific written authorization, cease concrete placing when descending air temperature, in shade and away from artificial heat falls below 40 degrees F. Do not resume until ambient temperature has risen to 40 degrees F.

If placing is authorized maintain temperature of mix between 60 and 80 degrees F. Heat aggregates, water or both. Water temperature may not exceed 175 degrees F, aggregates, 150 degrees F.

Remove and replace frost damaged concrete.

Salt or other antifreeze is not permitted.

Comply with ACI 306.

11.50b HOT WEATHER - Except by specific written authorization, cease concrete placing when plastic mix temperature cannot be maintained under 90 degrees F.

Aggregate or water or both may be cooled. Cool water with crushed ice; aggregates by evaporation of water spray.

Never batch cement hotter than 175 degrees F.

Comply with ACI 305.

11.60 BACKFILLING - Backfilling operations shall commence a minimum of seven (7) days after concrete placement. Excavated areas shall be refilled with suitable material to the required elevations. Fill material shall be thoroughly tamped in 6 inch loose layers. Field density test may be ordered by the Engineer. The tests will be made by an approved testing laboratory.

11.61 FINAL GRADING AND TOPSOILING - After other outside work has been finished, and backfilling and embankments completed and compacted, all areas on the site of the work which are to be graded shall be established to grade at indicated elevations, slopes, and contours. If elevations are not indicated, existing elevations shall be matched.

After areas to be topsoiled have been approved for final grading, the surface shall be loosened and made friable by cross-discing or other approved methods, to a full depth of at least 2 inches (5 cm) to permit blending of topsoil to the subgrade. Rake up all stones and debris 2 inches (5 cm) or more in any dimension and remove from site after discing. Spread topsoil to obtain a depth of 6 inches (15 cm), the surface being at final grade. When finished, surface shall be free of stones and debris, 1 inch (2.5 cm) or more in any direction.

Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to handwork. All surfaces shall be graded to secure effective drainage. If additional soil is required to be supplemented or disposed, it shall be a subsidiary obligation of the Contractor.

The areas between curbs and/or sidewalks and property lines; areas adjacent to driveways shall be final graded and topsoiled.

11.70 TESTING

11.71 CONCRETE TESTING SERVICE - Contractor shall employ and pay for services of testing laboratory acceptable to Engineer and Owner to perform materials evaluation, testing, and design of concrete mixes.

11.72 CERTIFICATES - Certificates, signed by material producer and Contractor stating that materials meet the requirements of this specification, may be submitted in lieu of material testing when approved by Engineer.

11.73 MIX DESIGN - Before any concrete is placed, the Contractor, at no expense will furnish a mix design of the concrete he proposes to furnish for the project. The design shall indicate water cement ratio, sieve analysis of the aggregate to be used, amount of air entraining agent required, slump and 7 and 28 day compressive strength in pounds per square inch.

11.74 QUALITY CONTROL - Contractor will perform sampling and testing during concrete placement.

A. Sampling: ASTM C172

B. Slump: ASTM C143, one test for each strength test at point of discharge and as required to assure specified slump is not exceeded.

C. Air Content: ASTM C231 (Pressure Method) or ASTM C173 (Volumetric Method), one for each strength test.

D. Compressive Strength: ASTM C31 and ASTM C39, one set of three 4 inch x 8 inch concrete cylinders for each strength of concrete per day's placement, or every 50 cubic yards placement; test one at 7 days, 2 at 28 days.

E. When total quantity of a given class of concrete is less than 25 cubic yards strength tests may be waived by Engineer if experience indicates evidence of satisfactory strength.

F. Density and Moisture Tests: A sufficient number of density tests of the subgrade may be ordered by the Engineer to determine that the subgrade complies with the specification. These tests will be made by an approved testing laboratory and will be paid for by the Owner. Failing tests will be paid for by the Contractor.

G. Report test results in writing to Engineer promptly.

11.75 SUBMITTALS - Manufacturer's specifications with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials, and other items.

Sieve analysis and density curves for soils encountered and proposed borrow.

Submit samples of fabricated jointing materials and devices.

Submit references and qualifications of paving subcontractor if subcontractor is to do the work.

Submit shop drawings of reinforcing details.

Laboratory tests and evaluation reports must also be submitted.

11.80 CONSTRUCTION DETAILS - All curbs, curbs and gutters, valley gutters, sidewalks and driveways shall be constructed according to the aforementioned specification, the detailed drawings, and to the line and grade shown on the drawings. The maximum deviation from true grade shall not exceed 1/4 inch and any irregularities shall be immediately corrected.

11.81 CURBS, CURB AND GUTTERS AND VALLEY GUTTERS - All joints in the curbs, curb and gutters and valley gutters shall be sealed with joint sealing material. Depressed curbs shall be provided at all driveway entrances and at such other locations as designated by the Engineer.

Place concrete in forms and consolidate with a mechanical vibrator. In placing concrete curb, sufficient spading shall be done to secure adequate bond and eliminate all voids in the curb.

Curbs shall be formed to the cross section with a mule or templates supported on the side forms, and shaped with a float not less than 4 feet in length. Bring to proper surface by running a straightedge over steel templates with sawing motion, to fill holes and depressions. Immediately after using the straightedge, float surface with a wood float to draw cement to surface. Edge with appropriate tool.

11.82 SIDEWALKS - Unless otherwise indicated, concrete sidewalks shall have a minimum width of 4 feet and a depth of 4 inches, and shall be constructed to the lines and grades determined by the Engineer. Surfaces shall be marked off in square blocks having an area of not less than 16 or more than 36 square feet. On these lines, the concrete shall be cut through not less than 1/4 inch thickness with a pointed trowel or suitable spading tool and the concrete edged on both sides.

Sidewalks that are being constructed across driveway openings shall have a minimum depth of 6 inches.

The surface shall be floated with a steel float just enough to produce a smooth surface, free from irregularities. All edges and joints shall be rounded to a radius of 1/4 inch with an approved finishing tool. The surface shall then be brushed with fine bristle broom or wood float to slightly roughen the surface and remove the finishing tool marks.

11.83 DRIVEWAYS - Unless otherwise indicated, concrete driveways shall be constructed to the lines and grades set by the Engineer. The minimum depth of concrete for driveways shall be 6 inches, and in the event heavy loads are anticipated, the depth shall be increased to handle the expected loads.

11.90 METHOD OF MEASUREMENT AND PAYMENT - On lump sum and unit price contracts, cost of all items described in this section and shown on the drawings complete and in place shall be at contract price as set forth in the Bid. Items not specifically listed in the Bid or defined by this specification shall be considered subsidiary to construction and direct payment will not be made for these items.

11.91 CURBS AND GUTTERS - Curbs and combination curbs and gutters will be measured for payment in horizontal length in linear feet. The line for the purpose of measurement will be the back of curb. No deduction will be made for lengths of drop inlets and grates. Separated measurements will not be made for straight and curved sections.

Curb drops shall be considered incidental to the Bid price for curb. Curb and gutter in the radius of a newly constructed valley gutter shall be considered incidental to the Bid price of valley gutter. No direct payment will be made.

11.92 VALLEY GUTTERS - Valley gutters including radius curbs and gutters will be paid for at the Bid unit price.

11.93 SIDEWALKS - Sidewalks will be measured for payment by area in square feet according to the Bid.

11.94 DRIVEWAYS - Driveways as referred to in this paragraph are that portion of existing driveway approaches having to be removed behind the construction lines of pavement due to the driveway approach lying partly within the area between construction lines. Driveways will be measured for payment by area in square yards according to the Bid.

END OF SECTION 11

PORTLAND CEMENT CONCRETE PAVEMENT

12.00 SCOPE - Work covered by this specification shall consist of furnishing tools, labor, materials, equipment and supervision necessary to construct Portland Cement Concrete Pavement complete in place in accordance with this section of specifications and applicable drawings.

12.10 GENERAL - Pavement shall consist of air-entrained Portland cement concrete constructed on prepared subgrade in accordance with these specifications. This work shall conform with lines and grades, thickness, and typical cross-sections shown on applicable drawings or established by the Engineer.

Contractor shall provide, erect and maintain necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices. He shall take necessary precautions to protect the work and safeguard the public. Streets closed to traffic shall be protected by effective barricades and obstructions shall be illuminated during hours of darkness. Warning signs shall be provided to control and direct traffic properly.

The latest revisions of the standards referred to herein existing at the time of the bid opening shall prevail.

12.20 EARTHWORK

12.21 CLEARING AND GRUBBING - Except for trees, shrubs and grasses which are to be preserved as indicated on the Drawings, or as designated by the Engineer, all trees, stumps, hedges, shrubs, weeds, grass, other herbaceous vegetation and rubbish shall be removed from the project site and from borrow pits furnished by the contracting authority. This work shall be classified as follows:

a) Clearing shall consist of the removal and disposal of all obstructions such as foundations, walls, fences, buildings, rubbish, etc., to a depth of at least 12 inches below subgrade elevation.
b) Clearing shall consist of the cutting, removal and disposal of all trees 6 inches or more in diameter. Trees of less than 6 inches in diameter will be considered as general clearing.
c) Grubbing shall consist of the removal and disposal of stumps, including roots to a depth of at least 18 inches below the subgrade elevation.
d) Hedge removal shall consist of the pulling or grubbing and disposal of hedges or other shrubs planted close together in rows. If any individual tree of those composing a hedge has a diameter greater than 6 inches, it shall be measured separately as a tree.
e) Weed and rubbish removal shall consist of the removal and disposal of all weeds, grass, other herbaceous vegetation and all rubbish encountered on the work.

12.22 SITE PREPARATION - This work shall consist of removal and disposal of all crosswalks, private walks, driveway approaches, curbs, curb and gutter and headers as indicated on the plans or as directed by the Engineer. All reinforcing steel shall be cleaned, straightened and extended into the new pavement.

Topsoil shall be carefully removed and deposited in storage piles. Topsoil shall be kept separate from other excavated materials and shall be piled free from roots, stones, and other undesirable materials.

12.23 EXCAVATION - Common excavation shall include excavation of every description and of whatever substances encountered within the limits of the project and shall be performed by the Contractor to lines and grades as indicated on Drawings.

Contractor shall at his own expense submit a sieve analysis and density curve in accordance with ASTM D-698 or ASTM D-4253 of material proposed for Engineer's review.

Except as otherwise permitted by the Engineer, all excavated areas shall be excavated in such manner as will afford adequate drainage. All suitable material removed from the excavations shall be used, insofar as practicable, in the formation of embankments, backfill, and for such other purposes as directed by the Engineer, and replaced with suitable materials. All excavated materials which are considered unsuitable and any surplus shall be disposed of by the Contractor at his own expense, unless it is required by the Owner, in which case it shall be placed by the Contractor without extra cost within a distance of one thousand feet (1,000) beyond the corporate limits as directed by the Engineer. Written approval shall be obtained from the Engineer before overhaul is made.

12.24 EMBANKMENT - Embankments shall be constructed by depositing, placing, and compacting materials of acceptable quality above the natural ground or other surface in accordance with the lines, grades, and cross sections shown on the Drawings, and as required by the Engineer.

Before any embankments are placed, all clearing, tree removal, sod and topsoil removal over the entire area shall be performed as directed by the Engineer.

Sod within the area shall be removed to a depth of 6 inches. Trees, except those designated to be saved, and all stumps shall be removed. All trees designated to be saved shall be protected carefully during clearing and subsequent construction operation.

All roots, stumps, and other debris shall be removed from the site. All depressions resulting from the removal of stumps, roots, and debris shall be filled with suitable materials and compacted to make the surface conform to the surrounding ground.

Topsoil shall be excavated and stockpiled as directed by the Engineer.

Each layer of the embankment material not to exceed 8 inches in loose depth shall be disced sufficiently to break down oversized clods, thoroughly mix the different materials, secure a uniform moisture content and insure uniform density and proper compaction. Each layer shall be thoroughly compacted by roller or vibratory equipment suitable for the type of embankment material.

All fill material shall be reasonably free from roots or other organic material, trash, frozen material, and free from all stones having a maximum dimension greater than 7 inches. Stones larger than 3 inches, maximum dimension, shall not be permitted in the upper 6 inches.

Compaction shall be accomplished by sheepsfoot rollers, pneumatic rollers, or other equipment approved to achieve specified density. The Contractor shall add moisture to or dry by aeration each layer as may be necessary to meet requirements for compaction. Materials shall not be placed in embankments or fills when the moisture content exceeds 3% above or is 1% below optimum moisture content.

Compaction of fills and embankments shall be as follows:

A. Under roadway and extending two (2) feet beyond proposed curb line measured perpendicular from the centerline shall be compacted to a density of not less than 95% maximum dry density as measured by ASTM D-698, or 75% relative density as determined by ASTM D-4253.

B. All other embankments or fills shall be compacted to not less than 90% maximum dry density as measured by ASTM D-698, or 70% relative density as determined by ASTM D-4253.

Testing of compliance for compaction will be done by the Owner.

12.25 BORROW - Contractor shall be responsible for locating suitable borrow material for constructing embankments or for other portions of work. Borrow material for use in embankment shall consist of clean, inorganic lean clays or sandy lean clays (CL) having a liquid limit of less than 40 and a plasticity

index between 10 and 25. Contractor shall at his own expense submit a sieve analysis and density curve in accordance with ASTM D-698 or ASTM D-4253 of borrow material proposed for Engineer's review.

12.26 SUBGRADE - The 6 inches below constructed slabs shall be known as pavement subgrade. Subgrade shall be excavated or filled with suitable material to required grades and lines. Keep subgrade smooth, compacted and moist when concrete is placed.

12.26a SUBGRADE PREPARATION - Subgrade shall be scarified, harrowed, air dried, wetted and/or compacted to 95% of maximum dry density obtained at optimum moisture content, -1% to +3% as determined by procedure outlined in ASTM D-698, or 75% relative density as determined by ASTM D-4253. Testing of compliance for compaction will be done by the Owner.

Before placing concrete, the subgrade shall be tested for conformity with the cross-sections shown in these contract specifications. Contractor shall remove or add material to bring all portions of subgrade to correct elevation. Subgrade preparation procedure shall then be repeated and conformity tests taken again.

12.26b FAULTY FOUNDATION - Work of correcting faulty foundation conditions below the 6 inches of subgrade depth will be performed on an "Extra Work" basis unless such conditions are caused by Contractor's own operations. Faulty foundation caused by Contractor's operations shall be corrected at the Contractor's expense.

12.26c GRANULAR FOUNDATION COURSE - This work shall consist of the construction of a compacted foundation course of granular material to the lines, grades, and dimensions shown on the Drawings on a previously prepared and approved subgrade.

12.27 ADJUSTMENT OF MANHOLES AND STORM SEWER INLETS - All manholes encountered, whether shown on the Drawings or not, shall be brought to the proper grade by removing the castings and adjusting the tops of the existing manholes by removal or addition of concrete or brick, as the case may be, and resetting the frames and covers.

Any rings and/or covers which are broken to such an extent as to be unserviceable due to no fault of the Contractor, shall be replaced with materials supplied by the Owner. Payment for adjustment of manholes shall include salvaging of existing ring and cover and hauling it to the salvage area. Any manhole rings and/or covers which are broken by the Contractor will be replaced with a ring or cover at the expense of the Contractor.

Brick masonry shall consist of the type of brick satisfactory to the Engineer, laid in 1:2 cement mortar. All brick must be wetted before being laid. All joints shall be completely filled with mortar and shall not be less than 1/4 inch and not more than 1/2 inch in thickness.

12.28 ADJUSTMENT OF VALVE BOXES - All valve boxes shall be adjusted to line and grade by removing the castings and adjusting the tops of the existing boxes or by addition of the proper extension, as the case may be, and resetting the castings.

12.30 CONCRETE - Concrete shall be State of Nebraska Department of Transportation Class 47B Air-entrained. Concrete shall meet requirements of ASTM C-94, Standard Specifications for Ready-Mixed Concrete; or CSA A23-1, Concrete Materials and Methods of Concrete Construction. Cement factor shall not be less than specified on the Table of Proportions, and water-cement ratio shall not exceed 0.45 for 47B. Substitution of fly ash for cement will be permitted only as indicated in the Nebraska Department of Transportation Standard Specifications for Highway Construction, current edition.

TABLE OF PROPORTIONS

Class Concrete	Pounds Cement Per C.Y. (Fixed)	Type Concrete	Lbs. Total Aggregate Per C.Y. (Min)	Lbs. Total Aggregate Per C.Y. (Max)	Type Coarse Aggregate	Compressive Strength Lbs/Sq.In. 7-Day	Compressive Strength Lbs/Sq.In. 28-Day	Ratio of Coarse Agg. To Total Agg. Percent
47B	564 (6 sx)	Air-Entrained	2850	3150	Limestone, Quartzite, Dolomite, or Granite	2400	3500	30±3

12.30a HIGH EARLY STRENGTH CONCRETE, TYPE 47B-HE – When required by the Bid or as directed by the Engineer, quick set, high early strength concrete shall conform to the following:

Cement shall be 752 pounds (8 sacks) of Portland cement per cubic yard of concrete.

Water/cement ratio shall not exceed 0.40 for 47B-HE concrete. A water reducing admixture, such as Plastiment, shall be used in the amount of 3 ounces of water reducing agent per sack of cement or as otherwise recommended by the manufacturer.

Air entraining admixture shall be added to produce six (6) to eight and one-half (8.5) percent air in the concrete.

A non-calcium chloride accelerator shall be added to the mix when the air temperature is less than 70 degrees at the time of placement.

Slump shall be 1-1/2 to 2 inches at the plant.

The concrete shall be in the transit mixer no longer than one (1) hour after mixing has begun.

Rigid control of the above concrete is an absolute necessity. The concrete shall be hauled to the project in a transit mixer and then the non-calcium chloride accelerator shall be added to the mix and mixed in three minutes just prior to placing it in the area to be repaired. Subject to Engineer's approval, the non-calcium chloride accelerator may be added at the batch plant. The surface shall be sprayed with an impervious curing compound and then covered with polyethylene sheets and thick insulating boards. Insulating boards and polyethylene sheeting shall be maintained for at least 48 hours.

When the ambient air temperature is above 70 Degrees F the insulating boards and polyethylene sheeting may be waived.

High early strength concrete shall achieve a 48-hour compressive strength of at least 3500 psi.

If the specified 48-hour compressive strength has been achieved the pavement shall be opened to traffic. If the specified 48-hour compressive strength has not been achieved the pavement shall remain closed to traffic until the pavement has achieved the specified 48-hour compressive strength and a pay reduction factor shall be applied in accordance with the Pay Reduction Factor Table as shown in Section 12.30b.

12.30b CONCRETE COMPRESSIVE STRENGTH – It is the intent that the pavement shall be constructed to meet the minimum 28- Day compressive strength requirements as described in the Specifications and Drawings.

When results are unsatisfactory and do not meet the requirements, the Contractor may be required to core the pavement in the questioned locations as selected by the Engineer. If the core is also deficient in

strength then a pay reduction factor shall be applied to the core's strength results in accordance with the Concrete Strength Pay Factor Table.

Concrete Strength Pay Factor Table	
Percent of Design Concrete Compressive Strength	**Pay Factor**
Greater than 99.9	100%
Greater than 98.5 to 99.9	99.75%
Greater than 97.5 to 98.5	99.50%
Greater than 96.0 to 97.5	99.00%
Greater than 94.0 to 96.0	98.00%
Greater than 92.0 to 94.0	97%
Greater than 90.0 to 92.0	94%
Greater than 88.0 to 90.0	90%
Greater than 86.0 to 88.0	86%
Greater than 84.0 to 86.0	81%
Greater than 82.0 to 84.0	76%
Greater than 80.0 to 82.0	70%
Less than 80.0	See Paragraph immediately following this Table

The Engineer will evaluate the concrete's expected use and may allow concrete with a compressive strength of less than 80 percent of the design strength (after 28 days) to be left in place and paid for at 40 percent of the bid price or may require the unit to be removed and replaced.

The following acceptance criteria shall apply:

1. Every arithmetic average of any three consecutive strength tests equals or exceeds the specified compressive strength.
2. No strength test falls below the specified compressive strength by more than 500 psi (3.5 MPa) if the specified compressive strength is 5000 psi (35 MPa) or less; or by more than 10 percent of the specified compressive strength if the specified compressive strength exceeds 5000 psi (35 MPa).

12.31 PORTLAND CEMENT - Portland cement shall be TYPE IP.

Cement which has a temperature of over 175 degrees F shall not be used.

Portland cement shall not contain more than sixty five hundredths of one percent (0.65%) equivalent alkali.

Equivalent alkali referred to herein is hereby defined as the sum of the sodium oxide (Na2O) and potassium oxide (K2O), calculated as sodium oxide (K2O), calculated as sodium oxide (equivalent alkali as Na2O = Na2O + 0.658 K2O).

12.32 AIR-ENTRAINING AGENT - Air-entraining admixture shall conform to the requirements of ASTM C-260. Concrete shall contain the following entrained air by volume as determined by ASTM C-138 or ASTM C-231:

Application	***Air Content % (Min. – Max.)***
Slip Forming	6.5 – 9.0
Hand-Paving and Substructures	6.0 – 8.5

12.33 AGGREGATE - Fine aggregate shall have maximum size of one (1) inch (2.5 cm) and shall be a mixture of sand and gravel composed of clean, hard, durable and uncoated particles.

Coarse aggregates shall have maximum size of one and one-half inches (3.75 cm) and shall be crushed limestone, quartzite, dolomite, or granite, composed of clean, hard, durable and uncoated particles.

Aggregate shall be supplied from a source having current Nebraska Department of Transportation (NDOT) approval for use on NDOT projects. Sampling and testing procedures shall conform to the following:

Specification for Concrete Aggregates	ASTM C-33
Abrasion	AASHTO T96
Freeze/Thaw Soundness	AASHTO T103

Fine aggregate shall not have a soundness loss greater than 10% by weight at the end of 5 cycles using sodium sulfate solution. Coarse aggregate shall not have a soundness loss greater than 8% by weight at the completion of 16 cycles of alternate freezing and thawing. Limestone aggregate shall not have a percentage of wear greater than 40% based on the Los Angeles Abrasion Test.

The aggregate shall contain no more than 0.5% clay lumps by weight. Coarse aggregate shall contain no more than 3.5% by weight any combination of clay lumps, shale and soft particles.

Gradation limits for fine and coarse aggregate are specified in Section 12.33a and 12.33b of this Specification.

12.33a GRADATION LIMITS - Gradation limits for 47B fine aggregate (Class B) are:

RANGE	*SIEVE*	*TARGET*
NONE	retained on 1 inch Sieve	0%
3-23%	retained on #4 Sieve	13%
30-50%	retained on #10 Sieve	40%
60-84%	retained on #30 Sieve	72%
97-100%	retained on #200 Sieve	98.5%

12.33b GRADATION LIMITS - Gradation limits for 47B coarse aggregate (Class E) are:

RANGE	*SIEVE*	*TARGET*
NONE	retained on 1 ½ inch Sieve	0%
0-8%	retained on 1 inch Sieve	4%
10-34%	retained on ¾ inch Sieve	22%
55-85%	retained on 3/8 inch Sieve	70%
88-100%	retained on #4 Sieve	94%
94-100%	retained on #20 Sieve	98.5%

12.34 WATER - Water used in mixing or curing shall be potable, clean and free of soil, acids, alkalies, salts, organic matter, or other substances harmful to concrete.

12.35 SLUMP - The concrete shall have uniform consistency and slump. The slump shall be between 1 and 3 inches for hand vibrated concrete. Slump shall be between 1/2 and 2 inches for concrete placed by a slipform/extrusion machine.

12.35a WORKABILITY - Concrete shall be of such consistency and composition that it can be worked readily into the forms and around the reinforcement without excessive spading and without permitting the materials to segregate or free water to collect on the surface. Slump shall be in accordance with 12.35.

The proportions shall be adjusted to secure the lowest water-cement ratio that is consistent with good workability, a plastic, cohesive mixture, and one which is within the specified slump range.

To avoid unnecessary changes in consistency, the aggregate shall be obtained from a source which will ensure uniform quality, moisture content, and grading during any single day's operation. Materials shall be handled in such a manner that variations in moisture content will not interfere with production of concrete of the specified degree of uniformity and slump.

12.36 MIXING - Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of AASHTO M-157 or CSA A23-1. Concrete shall be delivered to the site and discharged within 1 1/2 hours after introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 45 minutes.

12.37 ADMIXTURES - No admixtures shall be used in the concrete without prior approval of Owner, and all approved admixtures shall conform to applicable AASHTO, ASTM and CSA requirements.

Air-entraining agents shall have proven compatibility with all local concrete materials, including cement, and shall be capable of providing in the concrete the required air contents and air-void system known to produce durable, scale-resistant concrete.

Admixtures other than air-entraining agents shall not be used until trial mixes with job materials have shown them to be compatible at job temperatures. Trial mixes must also show that desired properties will be imparted to the fresh concrete without any subsequent loss of strength or durability in the hardened concrete.

12.37a FLY ASH - Substitution of fly ash for cement will be permitted only as indicated in the NDOT Standard Specifications for Highway Construction, current edition.

12.37b WATER REDUCING, SET CONTROLLING ADMIXTURE - The use of a water reducing, set controlling admixture will be allowed in accordance with ASTM C-494 Standards and the manufacturer's recommendations.

12.38 REINFORCING STEEL - Reinforcing steel if specified shall conform to latest as follows:

12.38a DEFORMED REINFORCING BARS - Reinforcing steel shall conform to the requirement of ASTM A-615, Grade 40 and shall be used for tie bars that are to be bent and restraightened during construction.

12.38b DOWEL BARS - Shall be plain round bars conforming to ASTM A-615 and shall be free from deformations restricting slippage in the concrete. Before delivery to the work site, one-half the length of each dowel bar shall be painted with one coat of lead or tar paint.

12.38c WELDED WIRE FABRIC - Shall conform to ASTM A-185.

12.39 JOINT MATERIALS - Shall be in accordance with construction standards and specified as follows:

12.39a EXPANSION JOINTS - Expansion joints shall be non-extruding preformed joint fillers of bituminous pre-molded fiber, and shall conform to ASTM Designation M-33, M-153 Type III Standard Specifications and AASHTO Designation M-58-42 and M-59-42.

12.39b JOINT SEALING MATERIAL - The hot pour joint material shall be rubber-asphalt type and shall be melted in a double jacket kettle equipped with an agitator for stirring the material during melting and pouring. The rubber-asphalt shall meet Federal Specifications SS-S-164 or subsequent revisions.

12.39c METAL SUPPORTS - Metal chairs used to support tiebars or reinforcing bars shall be channel shaped, pressed out of sheet steel of not less than twelve (12) gage metal.

Metal assembly used to support dowel bars shall be so constructed and of such strength that the bars shall be held in true alignment and plane at all times. The assembly shall be reviewed by the Engineer before construction starts.

12.39d EXPANSION TUBES - Metal dowel caps or tubes shall be manufactured from thirty-two (32) gage steel sheet metal, shall be indented to provide limiting stop for the dowel bar, and shall provide unobstructed expansion space of not less than one inch to permit movement of the dowel bars. They shall be of proper size to fit the specified bars tightly and when oiled shall be watertight.

12.40 JOINTS

12.41 CONTRACTION JOINTS - Contraction joints shall be constructed where specified on the applicable contract drawings and shall conform to the Contraction Joint Detail. Contraction joints shall be square joints at spacing as shown on applicable contract drawings. All contraction joints shall be saw-cut and filled with joint sealing material as specified. Depth and width of saw-cut will be shown on contract drawings.

12.42 PLANNED CONSTRUCTION JOINTS - Planned construction joints shall fall at contraction joints as shown on the applicable contract drawings. Planned joints shall conform to the Keyed and Tied Construction Joint Detail. All planned construction joints shall be saw-cut and filled with joint sealing material as specified. Depth and width of saw-cut will be shown on contract drawings.

12.43 EMERGENCY CONSTRUCTION JOINTS - Emergency construction joints shall be allowed only in the middle third of planned joint interval. Emergency joints shall conform to the Keyed and Tied Construction Joint Detail. All emergency joints shall be saw-cut and filled with joint sealing material as specified. Depth and width of saw-cut will be shown on contract drawings.

12.44 LONGITUDINAL JOINTS - Longitudinal joints shall be constructed where specified on the applicable contract drawings and shall conform to the appropriate Longitudinal Joint Detail. All Longitudinal joints shall be saw-cut and filled with joint sealing material as specified. Depth and width of saw-cut will be shown on contract drawings.

12.45 EXPANSION JOINTS - Expansion joints shall be constructed where specified on the applicable contract drawings and shall conform to the Expansion Joint Detail. All expansion joints shall be sealed with joint sealing material as specified. The joint shall extend entirely through the pavement and the joint filler shall be placed so the top edge will be one-half inch below the surface of the finished pavement. No section of the joint material shall be shorter than the width of pavement strip between longitudinal joints. The Contractor shall remove any concrete within the expansion joint gap that may have occurred during paving operations, especially along the back of curb.

12.46 APPURTENANCES - Block out or box out at manholes, inlets, curb returns at driveways and intersecting streets and at other locations as necessary to facilitate construction as needed to maintain 1 ft. minimum clearance. Provide for joint construction as specified.

Adjust manholes, inlets, valve boxes and any other utility appurtenances to design grade prior to placing concrete pavement.

12.50 CONCRETE PLACEMENT - Mainline concrete shall be placed by an approved slipform/extrusion machine. Pavement that is not mainline may be placed by formed methods. The concrete shall be deposited on the prepared subgrade in such a manner as to require a minimum of rehandling so that there shall be no separation of the mortar and the aggregate, and shall be distributed to the required depth and for the entire width of the pavement by shoveling or other approved methods, struck off and finished, as hereinafter provided. Rakes shall not be used in handling concrete. The concrete shall be deposited on the subgrade between the forms in position and in such quantity as to make a uniform layer of about 1 inch greater than the required finished thickness. Placing shall be continuous between transverse joints without use of intermediate bulkheads. Necessary hand spreading shall be done with shovels only. Workmen shall not walk in plastic concrete with boots or shoes coated with earth or foreign substances. Plastic concrete shall be deposited as needed to expansion and contraction joints without disturbing them. Plastic concrete shall not be dumped onto a joint assembly.

Concrete shall be thoroughly consolidated against and along faces of all forms and along full length and both sides of all joint assemblies, by vibrating. Vibrators shall not come in contact with a joint assembly, the subgrade or a side form. Vibrator shall never be operated longer than 15 seconds in any one location.

The vibrating may be accomplished by the use of a mechanical finish machine, vibratory screeds, vibrating units of internal rotating type, or various combinations of these units to produce consolidation. The internal vibrating type shall be mechanically driven by electricity, compressed air or mechanical connection, to produce a speed in the unit of 6,000 revolutions per minute. The operations of depositing the concrete and compacting shall be so conducted that the concrete shall be smooth and dense, free from honeycomb and free from pockets of segregated aggregate. At the end of the day, or in case of an unavoidable interruption of more than 30 minutes, a transverse construction joint shall be placed at the point of stopping work, provided that the section of which the work has been suspended shall not be less than 10 feet in length. Sections less than 10 feet in length shall be removed. The joints shall be conformed to the requirements for construction joints, as prescribed elsewhere in the specifications.

Concrete shall not be placed when stormy or inclement weather prevents good workmanship. In no case shall concrete be placed upon frozen subgrade. No concrete shall be placed without specific permission of the Engineer when the air temperature is at or below 40 degrees F.

12.51 CONFORMITY OF SUBGRADE - Subgrade shall be fine graded and checked ahead for at least 1/2 day of paving operations.

Disturbed grade shall be properly recompacted. If any traffic is allowed to use the prepared grade, the grade shall be checked and corrected before placing concrete.

Construction equipment shall not operate in paving lane when conditions of the Project will permit operations from outside lane. Paving lane rutting or subgrade material displacement from equipment operation shall be cause for the Contractor to provide lighter trucks or suitable runways.

Trucks, on site mixers, transit mix trucks, and other heavy equipment shall not be used on previously paved lanes until the concrete is at least seven days old and the field-cured concrete has a flexural strength of 550 psi.

12.52 MACHINE PLACEMENT – Mainline pavement construction shall be done with the use of an approved self-propelled paving machine of the slipform/extrusion type. Hand operated or tractor drawn strike off and finish equipment will not be permitted for the mainline pavement construction. Slip form/extrusion machine shall be so designed as to place, spread, consolidate, screed and finish concrete in one complete pass in such a manner as to minimize hand finishing necessary to provide a dense and homogeneous concrete section. The slip form/extrusion machine shall be electronically controlled for both horizontal alignment and vertical grade by the use of string lines and sensors. The paving machine will not be allowed to operate off of the sub-grade for vertical control. Machine shall shape, vibrate and or extrude the concrete for the full width and depth of the

concrete section being placed. It shall be operated with a continuous forward movement. Operations of mixing, delivery and spreading concrete shall be so coordinated as to provide uniform progress, with stopping and starting of the machine held to a minimum. Slip form/extrusion machine shall not be permitted to ride on or be driven on previously place concrete until concrete has cured a minimum of 3 days and achieved 85% of specified 28-day compressive strength.

12.53 FORMED METHOD - Hand operated or tractor drawn strike off and finish equipment will not be permitted for the mainline pavement construction, but may be used for intersections, asymmetric paving sections, or as approved by the Engineer in writing.

Outside forms shall be of metal, of depth equal to the design thickness of the pavement at its edge, and straight and free from warp. When integral curb is required, the additional height represented by the curb may be obtained by bolting extra forms upon the top of the main form. Wood forms of flexible or curved metal forms of proper radii shall be used for curves having radii of less than 100 feet. The forms shall be neatly, tightly and securely pinned and staked to the line and grade furnished by the Engineer. They shall not at any time show a variation of more than 1/8 inch in a 10 foot length from the true plane of top of form. Shimming with loose earth, pebbles, etc. will not be permitted. Forms shall be cleaned and oiled before concrete is placed against them.

Concrete shall be deposited into the forms without segregation and then mechanically vibrated for thorough consolidation. No concrete shall be placed against concrete that has taken its initial set unless the specified joint is provided. Concrete shall not be transported by means of mechanical vibration.

When pavement is being laid contiguous to previously finished concrete pavement of the same finished grade elevation or contiguous to previously finished independent curb and gutter, such finished pavement or independent curb and gutter may be made to serve as side forms for the implements for striking, tamping and finishing, so far as such may be found suitable in the opinion of the Engineer or authorized representative.

12.53a ALIGNMENT AND GRADE - The alignment and grade elevations of the forms shall be checked by the Contractor and the necessary corrections made by the Contractor before placing the concrete. When any form has been disturbed or any subgrade thereunder has been unstable, the subgrade shall be recompacted under that section, the form reset and checked.

12.53b FORM REMOVAL - Forms shall be removed without damage to concrete after the concrete has sufficient strength.

12.54 PLACING REINFORCING STEEL - When reinforcement is required, it shall be placed as shown on the Drawings.

All reinforcing metal must be kept clean and free from foreign material that will prevent the proper bond with the concrete. Welded sheet fabric and welded bar mats shall be furnished in flat sheets and shall be handled carefully during the placing and kept straight until installed.

The reinforcement shall be placed so that the extreme longitudinal member will be located not more than 3 inches from the edges of the slab section, and the ends of all longitudinal members shall extend to within 2 inches of the ends of the slab sections. Adjacent sheets of welded fabric and welded bar mats shall be lapped not less than 12 inches when the lap is made at a right angle to the centerline of the pavement. When sheets are permitted to be lapped parallel to the centerline, the lap shall be not less than 12 inches. The wire fabric or bar mats shall be wired together at all laps. The spacing between the wiring of longitudinal laps shall not exceed 24 inches.

To install welded fabric, or welded mats of reinforcing bars, a layer of concrete shall be placed upon the subgrade to such a depth that when struck off and vibrated, its surface will be at the elevation specified for the reinforcing metal to be installed. Each layer shall be struck off with a template of a design and construction reviewed by the Engineer. When the reinforcing metal is properly placed, it shall be covered

at once, before the bottom course has taken any initial set, with a layer of concrete so deposited and distributed thereover that the pavement shall have the required thickness and crown.

The Contractor will be required to furnish suitable metal supports of a type and design approved by the Engineer for all steel reinforcing bars and for all dowel bars. The work will not be paid for directly but will be considered as subsidiary work and the cost thereof included in the unit price for the several items of concrete, concrete pavement, or of reinforcing steel for pavement.

The Contractor may use mechanical means for placing the welded steel wire fabric. The placement machine shall be specifically designed for this purpose.

When the welded steel wire fabric is placed by mechanical methods, the Contractor may elect to place the concrete in one operation to the full depth and width as shown in the typical cross sections, and in accordance with the Drawings and specifications.

12.55 FLOATING AND SCRAPING - Concrete shall be struck off and consolidated by mechanical finishing machine method such that after final finishing it shall be at the exact elevation shown on the Drawings. The finishing machine shall be provided with a screed which will consolidate the concrete by pressure. When hand finishing is used the pavement shall be struck off and consolidated by vibrating screed. When forward motion of the vibrating screed is stopped the vibration shall be disengaged.

After concrete has been struck off and consolidated it shall be scraped with a straight-edge 10 feet long equipped with a handle to permit operation from the edge of the pavement.

Use of long handled wood floats shall be restricted to correcting unevenness not taken care of by straight-edge tool. Pavement shall be checked with a 10 foot straight-edge so there will not be depressions in which water may stand.

12.55a EDGING - Before final finishing is completed the edges of the slab shall be edged with a 1/4 inch radius edging tool.

12.55b FINAL SURFACE FINISH - Contractor shall not add water to surface of concrete to assist in finishing operations. Burlap drag or broom shall be used for final finishing. Burlap drag shall be at least 3 feet wide and long enough to cover entire pavement width. Burlap drag shall be kept clean and saturated while in use. Burlap shall be dragged in the direction on which pavement is placed. Broom finish shall be done with stiff bristled broom drawn from center to edge of pavement with adjacent strokes slightly overlapped to produce surface corrugations of uniform appearance and about 1/16 inch in depth.

12.56 CURBS - Curbs shall be required along the edges of streets where shown on contract drawings, except at such locations as the Engineer may direct. Depressed curbs shall be provided at all driveway entrances and at such other locations as designated by the Engineer. Cross-section of curbs shall be in accordance with Integral Curb Detail.

Curbs shall be formed integrally with pavement using slipform or extrusion equipment or placed immediately after finishing operation of the formed method.

Special care shall be taken so that the curb construction does not lag behind the pavement construction and form a "cold joint". Place concrete in forms and consolidate with a mechanical vibrator. In placing concrete curb, sufficient spading shall be done to secure adequate bond with the paving slab and eliminate all voids in the curb.

Curbs shall be formed to the cross section as shown on the Drawings with a mule or templates supported on the side forms, and shaped with a float not less than 4' in length. Bring to proper surface by running a straightedge over steel templates with sawing motion, to fill holes and depressions. Immediately after

using the straightedge, float surface with a wood float to draw cement to surface. Edge with appropriate tool.

Just before the concrete takes its initial set, brush the surface with a soft bristle brush to remove trowel marks and leave a uniform appearance. Brush from the top of the curb to the pavement edge of gutter in one continuous motion.

The finished surface of the curb and gutter shall be checked by the use of the 10' straightedge and corrected, if necessary. While the concrete is still plastic, the drainage at the gutter should be checked by pouring water at the gutter summit and observing its flow to the inlet. In order to prevent damage to the concrete surface, water should be poured onto a piece of burlap or curing paper.

Upon removal of forms, fill honeycombed or unevenly filled sections immediately with cement mortar and backfill in not more than 6 inch layers after application of cement mortar. Make certain that expansion joints are cleaned of concrete, both at bottom of gutter and back of curb.

12.56a INTEGRAL CURB JOINTS - In the construction of transverse joints of concrete integral curb pavement, special care must be taken to see that all transverse joints extend continuously through the pavement and curb. Insure expansion and contraction joints in curb match joints in pavement.

12.57 PROTECTION - Protect newly paved surfaces and appurtenances from traffic for minimum of 14 days. Erect and maintain warning signs, lights, watchmen to direct traffic.

Contractor shall have materials available at all times to protect the surface of the plastic concrete against the rain. These materials shall consist of waterproof paper or plastic sheeting. For slipform construction, materials such as wood planks or forms to protect the edges shall also be required.

When it is expected that, during the progress of the work, the temperature may fall below 40 degrees Fahrenheit, a sufficient supply of straw, hay, grass, or other material suitable in the judgment of the Engineer, must be maintained on hand, to cover the concrete and to sufficiently protect the surface and edges against freezing until it is at least 10 days old. In such case, at the discretion of the Engineer, wetting and spraying may be omitted. Manure shall not be used as a protection for green concrete. Whenever the temperature falls below 40 degrees Fahrenheit, freshly finished concrete shall be protected by frames enclosed by canvas or other type of housing and the temperature of the air surrounding the concrete shall be maintained at not less than 45 degrees Fahrenheit. Sufficient heating apparatus, such as lanterns, suitable stoves or steam equipment, shall be furnished and maintained by the Contractor. Any concrete showing injury by freezing or uncovering shall be removed and replaced at the expense of the Contractor.

Repair or replace parts of pavement damaged by traffic, or other causes occurring prior to final acceptance. Protect concrete pavement against public traffic, construction traffic and traffic caused by employees and agents.

No equipment shall be driven or moved across newly paved surfaces unless such equipment is rubber-tired and only if paved surface is designed for and capable of sustaining loads to be imposed by the equipment. Tracked vehicles and equipment shall not be driven over new or existing paved surfaces.

12.58 CURING - Concrete shall be cured for at least 3 days after placement to protect it against loss of moisture, rapid temperature changes, and mechanical injury.

Apply white liquid membrane curing compound complying with ASTM C-309 for curing, sealing, and moisture retention. Perform application in accordance with manufacturer's directions but at a rate of not more than 400 square feet per gallon. Apply within 4 hours after finishing or as soon as surface moisture has dissipated. Curing shall include back of curb and all exposed surfaces.

12.59 SAWING AND SEALING - All joints, spaced at intervals shown in the Drawings, shall be sawed. In order to prevent uncontrolled cracking, the Engineer may require selected joints to be sawed as soon as the concrete becomes sufficiently hardened to permit the sawing of a clean cut joint and to preclude the possibility of tearing and raveling. When selected joints have been sawed first, the time and sequence of sawing the remaining contraction joints shall be as determined by the Engineer. The sawing of all contraction joints, regardless of sequence, shall be completed in a timely manner to prevent premature or random cracking.

The sawed joints must be to the depth, spacing and locations called for in the Drawings. Water may be used on the saw blades during the cutting operations. The sawing of any joint shall be discontinued if a crack occurs at or near the joint location prior to the time of sawing. Sawing shall be discontinued when a crack develops ahead of the saw. Cracks developing before sawing commences or cracks developing ahead of the saw shall be routed to a depth of approximately one and one-half inches and not to exceed approximately one-half inch in width. When cutting the pavement slab, a chalked or other suitable line or guide shall be used to insure cutting in a true line. Where there are gutter or integral curbs, they must also be cut to the proper depths to prevent erratic cracking.

Immediately after the joints have been sawed or the premature cracks have been routed, they shall be cleaned thoroughly to remove all dirt and loose material. The joints then shall be dried thoroughly and sealed.

The joint sealing filler shall be poured to seal the joints across the top and down the ends of the joints. A block or form shall be used to hold the poured joint sealing material in the joint at each end until it has cooled and set.

The joints to be sealed shall be free of all dirt, spills or other materials. If the concrete is cured with impervious membrane compounds, adequate precautions shall be taken to avoid application of the curing material to the surfaces of the concrete which will be in contact with the joint sealing filler. In the event that the curing membrane has been permitted to cover or coat any part of the surface of the concrete pavement in any joint, which will come into contact with the joint sealing filler, the Contractor shall remove the membrane from the affected areas. Surfaces to be sealed shall be cleaned thoroughly of all loose scale, dirt and other foreign matter with a jet of compressed air, and if necessary, by flushing with water. If water has been used on the saw blade during the cutting operation, the cleaning shall include flushing with water by use of a high pressure hose and thoroughly drying before pouring the joint sealing filler. Any other joints flushed with water shall also be thoroughly dried before pouring the joint filler.

The joint sealing filler shall be melted uniformly and with constant stirring in an asphalt kettle of such design that direct flames are not applied to the immediate surfaces of the kettle which are in contact with the joint sealing filler. The material shall be furnished or prepared in pieces of such size and shape that the material can be melted readily to the proper pouring consistency. The manufacturer's recommendations for mixing, application and temperature restrictions shall be strictly followed. In no case shall the temperature exceed the maximum recommended by the manufacturer. When proper pouring consistency is attained, the joints shall be filled as shown in the Drawings, through the use of pressure type applicator, of design approved by the Engineer, and equipped with a nozzle which will fit into the joints. Precautions shall be taken to prevent spilling material on surfaces of the pavement adjacent to the joint.

12.60 BACKFILLING - Required backfilling operations shall begin a minimum of 7 days after concrete placement. Excavated materials shall be refilled with suitable materials to the required elevations. Fill material shall be thoroughly tamped in layers.

All excess concrete and debris shall be removed from excavation behind curb line before backfilling. The area between the curb and sidewalk or property line where no sidewalks exist, shall be graded in a neat and orderly manner.

Backfilling or shouldering shall be considered as a part of the selected placement of the excess earth excavation or a part of the earth embankment construction and as such no separate payment shall be made.

12.61 FINAL GRADING AND TOPSOILING - After other outside work has been finished, and backfilling and embankments completed and compacted, all areas on the site of the work which are to be graded shall be established to grade at indicated elevations, slopes, and contours. If elevations are not indicated, existing elevations shall be matched. The Contractor shall supply and place 6" of topsoil in all areas to be seeded or 4" of topsoil prior to the placement of all sod.

After areas to be topsoiled have been approved for final grading, the surface shall be loosened and made friable by cross-discing or other approved methods, to a full depth of at least 2 inches (5 cm) to permit blending of topsoil to the subgrade. Each layer of the embankment material not to exceed 8 inches in loose depth shall be disced sufficiently to break down oversized clods, thoroughly mix the different materials, secure a uniform moisture content and insure uniform density and proper compaction. Each layer shall be thoroughly compacted by roller or vibratory equipment suitable for the type of embankment material. Rake up all stones and debris 2 inches (5 cm) or more in any dimension and remove from site after discing. Spread topsoil to obtain a depth of 6 inches (15 cm), the surface being at final grade. When finished, surface shall be free from roots or other organic material, trash, frozen material, excessive gravel, and free of stones and debris, 1 inch (2.5 cm) or more in any direction.

Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to hand work. All surfaces shall be graded to secure effective drainage. If additional soil is required to be supplemented or disposed, it shall be a subsidiary obligation of the Contractor.

The areas between curbs and/or sidewalks and property lines; adjacent to driveways, shall be final graded and topsoiled.

12.62 PAINTING AND MARKING - Stripe and mark pavement equal to existing stripes and marks following sufficient cure time for pavement and as directed by Owner.

Apply 6 inch wide stripe with self-contained striping machine to a clean and dry pavement surface when temperature is above 40 degrees F. and precipitation is not expected during drying period.

Use yellow or white paint as approved complying with Fed. Spec. TT-P-115C.

12.63 OPENING TO TRAFFIC - No section of pavement shall be opened to traffic until approval has been given by the Engineer or authorized representative. The time for opening pavement will be based on the length of time the pavement is in place and on the strength of the concrete as determined from compressive strength specimens made during the progress of the work. The general public may be allowed on the pavement when the concrete has reached a minimum age of 14 days or when the concrete has reached an age of 7 days and developed a compressive strength of 3500 psi when tested in accordance with AASHTO T 22.

The Contractor's forces may be allowed on the pavement for the purpose of cleanup work and sealing procedures any time after the concrete has reached a minimum age of 3 days and a compressive strength of 3000 psi in accordance with ASTM testing methods.

Slipform pavers and ready-mix trucks may be allowed on the pavement after the concrete has reached a minimum age of 3 days and a compressive strength of 3500 psi in accordance with ASTM testing methods.

If the Contractor elects to increase the early strength of the concrete by adding cement and/or reducing the water/cement ratio, then the pavement may be opened to traffic after 48 hours provided it has attained a compressive strength of 3500 psi.

When unsatisfactory results or changed conditions make it necessary, the Engineer may establish different requirements for the time the Contractor's forces may be allowed on the pavement. The Engineer may order that any section of the project shall not remain closed to traffic for a period of more than 14 consecutive days after the concrete pavement has been placed. Before any area can be open the joints must be completed in accordance to the section "Sawing and Sealing" of these specifications.

12.64 CLEANUP - Insure all cleanup work is completed in a condition acceptable under these specifications within two weeks after pavement has been opened to traffic.

In case the cleanup work has not been done within the specified time, the Contractor will not begin any new work until the said delayed cleanup work has been done.

12.65 COLD AND HOT WEATHER CONCRETING

12.65a COLD WEATHER - Except by specific written authorization, cease concrete placing when descending air temperature, in shade and away from artificial heat falls below 40 degrees F. Do not resume until ambient temperature has risen to 40 degrees F.

If placing is authorized maintain temperature of mix between 60 and 80 degrees F. Heat aggregates, water or both. Water temperature may not exceed 175 degrees F, aggregates, 150 degrees F.

Remove and replace frost damaged concrete.

Salt or other antifreeze is not permitted.

Comply with ACI 306.

12.65b HOT WEATHER - Except by specific written authorization, cease concrete placing when plastic mix temperature cannot be maintained under 90 degrees F.

Aggregates or water or both may be cooled. Cool water with crushed ice; aggregates by evaporation of water spray.

Never batch cement hotter than 175 degrees F.

Comply with ACI 305.

12.66 PAVEMENT PATCHING, REMOVAL AND REPLACEMENT - Where pavement patching is necessary, or concrete slabs are removed and replaced, insure work complies with following requirements:

A. Backfill to comply with material and density requirements as mentioned elsewhere in this specifications. Compact to 95 percent of standard density, as per ASTM D-698, or 75% relative density as per ASTM D-4253.

B. Remove and replace pavement in full panel section along existing joint lines.

C. Drill and grout number 4 rebar on 30" centers on all sides of the patch in accordance with details on the Drawings.

D. Prior to placing patch, saw cut edge of existing pavement to 1/4 depth and remove pavement to provide a vertical face for a straight and true joint.

E. Expansion joints, contraction joints, etc. shall be placed to match the original joint layout or as directed by the Engineer.

12.70 TESTING

12.71 CONCRETE TESTING SERVICE - Contractor shall employ and pay for services of testing laboratory acceptable to Engineer and Owner to perform materials evaluation, testing, and design of concrete mixes.

12.72 CERTIFICATES - Certificates, signed by material producer and Contractor stating that materials meet the requirements of these specifications, may be submitted in lieu of material testing when approved by Engineer.

12.73 MIX DESIGN - Before any concrete is placed, the Contractor, at no expense will furnish a mix design of the concrete he proposes to furnish for the project. The design shall indicate water cement ratio, sieve analysis of the aggregate to be used, amount of air entraining agent required, slump and 7 and 28 day compressive strength in pounds per square inch.

12.74 QUALITY CONTROL - Contractor will perform sampling and testing during concrete placement.

A. Sampling: ASTM C-172.

B. Slump: ASTM C-143, one test for each strength test at point of discharge and as required to assure specified slump is not exceeded.

C. Air Content: ASTM C-173 or ASTM C-231 or ASTM C-138, one for each strength test.

D. Compressive Strength: ASTM C-31 and ASTM C-39, one set of three 4 inch x 8 inch concrete cylinders for each strength of concrete per day's placement, or every 100 cubic yards placement, test one at 7 days, 2 at 28 days.

E. When total quantity of a given class of concrete is less than 25 cubic yards strength tests may be waived by Engineer if experience indicates evidence of satisfactory strength.

F. Density and Moisture Tests: A sufficient number of field density tests of the subgrade may be ordered by the Engineer to determine that the subgrade complies with the specification. These tests will be made by an approved testing laboratory and will be paid for by the Owner. Failing tests will be paid for by the Contractor.

12.75 REQUIREMENTS FOR THICKNESS - It is the intent that the pavement shall be constructed to the exact thickness as shown on the Drawings. Determination of pavement thickness shall be based on cores taken from a unit of pavement surface area. The method of measuring the cores shall be in accordance with ASTM Standard Methods. Determination of thickness and requirements relative to deficient thickness shall be as specified herein:

A. Length and width of Units. Units will be considered separately and are defined as 750 linear feet of pavement for each separately placed width starting at the end of the pavement. The last unit for the width under consideration shall be 750 feet plus the fractional part of 750 feet remaining. When the length of a separately placed width is less than 750 feet, the length of the unit shall be the actual length. A separately placed width is defined as the width between field constructed longitudinal joints, between a longitudinal construction joint and the edge, or between two pavement edges, as the

case may be. Exceptions to the pavement length shall be considered as exceptions in the unit length. In cases of separately placed intersection or blockouts, the normal width of pavement on either side shall be considered as continuing through in the same manner as would be applicable if the section under consideration had been placed continuously through the section. At the option of the Engineer, cores may not be taken from irregular areas, from a lane less than eight feet in width, or for an entire contract involving less than 5,000 square yards of pavement.

B. Cores. Cores shall be taken from within each unit of the pavement at random locations to be selected by the Engineer. When computing the thickness of a unit which has a deficiency of more than 3.0% from the specified thickness, not less than three cores shall be taken. Special cores may also be taken in any locations where the Engineer has reason to believe deficiencies in materials or workmanship may exist.

C. Determination of Thickness. The thickness of the pavement at the cored points shall be the average caliper measurement of the cores taken at the respective points. At such point as the Engineer may select in each unit, one core will be taken. If the core so taken is not deficient by more than 3.0% from the specified thickness, full payment will be made. If the core is deficient in the thickness by more than 3.0% but not more than 8.0% from the specified thickness, two additional cores will be taken from the area within the unit at approximately 250 foot intervals from the initial core when the unit length is 750 feet and intervals approximately equal to one-third the unit length for units more or less than 750 feet in length. The average thickness of three cores will then be determined. If the average thickness of these three cores is not deficient by more than 3.0% from the specified thickness, full payment will be made. If the average thickness of the three cores is deficient more than 3.0% but not more than 8.0% from the specified thickness, an adjusted unit price will be paid for the pavement unit, excluding any area deficient more than 8.0%, in accordance with Table I. In calculating the average thickness of the pavement in a unit, measurements which are in excess of the specified thickness will be considered as the specified thickness and measurements which are less than the specified thickness by more than 8.0% will not be included in the average. In event that the initial or designated additional cores are deficient in excess of 8.0%, the thickness used for determining the average will be considered as the design thickness minus 8.0%. Exploratory cores for determining limits of deficiencies of more than 8.0% or special cores will not be used in determining average thickness.

TABLE I
PAY DEDUCTIONS

Average Thickness Deficiency in percent of specified thickness	*Percent of Contract Unit Price*
0-3.0	100.0
3.1-3.2	84.0
3.3-3.4	83.2
3.5-3.6	82.4
3.7-3.8	81.6
3.9-4.0	80.8
4.1-4.2	80.0
4.3-4.4	79.2
4.5-4.6	78.4
4.7-4.8	77.6
4.9-5.0	76.8
5.1-5.2	76.0
5.3-5.4	75.2
5.5-5.6	74.4
5.7-5.8	73.6
5.9-6.0	72.8
6.1-6.2	72.0

6.3-6.4	71.2
6.5-6.6	70.4
6.7-6.8	69.6
6.9-7.0	68.8
7.1-7.2	68.0
7.3-7.4	67.2
7.5-7.6	66.4
7.7-7.8	65.6
7.9-8.0	64.8
Above 8.0	No Pay

D. Thickness Deficient more than 8.0%. When the measurement of any core is less than specified thickness by more than 8.0% the actual thickness of the pavement in this area will be determined by taking exploratory cores by the following procedure, unless, in the judgment of the Engineer, this method of taking cores shall be varied to obtain a better check of the pavement. Cores shall be taken five feet on either side of the location of the deficient core parallel to the center line of the pavement. If both of these cores are within the 8.0% tolerance, no further special borings for this individual zone deficiency will be made. If either one or both of these cores are not within the 8.0% tolerance the procedure will be to cut cores in the following order on either side of the original short core parallel to the center line of the pavement: 25 feet, 50 feet, the same to be measured from the location of the original core found to be deficient in thickness, then at 50 foot intervals until a thickness within the 8.0% tolerance is found in both directions. On either side of the original short core, the procedure will then be to make a boring approximately one-half the distance between the first core which comes within the 8.0% tolerance and the core nearest it which is below the 8.0% tolerance. The preceding procedure shall be repeated within the unit until the location (plus or minus five feet) at which the pavement comes within the 8.0% tolerance is located. When the thickness of the pavement is deficient more than 8.0% and the judgment of the Engineer is that the area of such deficiency should not be removed and replaced, there will be no payment for the area retained.

All cores shall be filled with the original specified material, protected and cured. The contractor shall bear all cost of borings and such cost shall be included in the Bid.

12.76 SUBMITTALS - The Contractor will submit the following:

Sieve analysis and density curves for soils encountered and proposed borrow.

Manufacturer's specifications with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials, and other items. Concrete mix design and material certificates.

Submit samples of fabricated jointing materials and devices.

Submit references and qualifications of paving sub-contractor if sub-contractor is to do the work.

Submit shop drawings of reinforcing details.

Laboratory tests and evaluation reports must also be submitted.

12.80 MEASUREMENT AND PAYMENT - The following methods of measurement and payment to the Contractor will be used unless otherwise specified. Items not specifically listed in the Bid or defined by this specification shall be considered subsidiary to construction and direct payment will not be made for these items.

12.81 CLEARING AND GRUBBING - Clearing and grubbing of trees larger than 6 inches in diameter will be measured for payment by counting the actual number of trees removed. The diameters of trees will be computed by measuring the circumference at height of 18 inches above the ground and dividing this circumference by 3.14. Payment shall be made at the contract unit price per each tree at the diameter or group of diameters shown in the Bid. No payment will be made for trees less than 6 inches in diameter.

Stumps will be measured for payment by taking the average diameter at cutoff. Payment shall be made at the contract unit price per each stump at the diameter or group of diameters shown in the Bid.

Hedge removal will be measured for payment in lineal feet of a row of hedges.

Weeds, rubbish and other herbaceous vegetation will not be measured for payment, but will be considered as subsidiary to the item for which payment is made.

12.82 SITE PREPARATION - Crosswalks, private walks and driveways approaches lying within the area between construction lines will be measured in their original position "of items to be removed", and will be measured for payment in square feet.

Existing straight curb, and curb and gutter to be removed will be measured for payment by length in linear feet. Measurements for the straight curb will be made along the front face of the curb and measurements for curb and gutter will be made along the flowline of the gutter.

Removal of existing pavement headers will be measured for payment by length in linear feet.

Compaction over all existing utility lines will be measured for payment as a single unit, except when in clay soil, excavation, additional materials and recompaction over utility lines will be paid for as additional excavation.

No payment will be made for removal or replacement in excess of quantities shown on the drawing unless authorized by the Engineer prior to the removal.

12.83 COMMON EXCAVATION - When listed as a bid item final measurement of excavation shall not be made. The quantity shown on the plans shall be an established quantity and shall be the basis of payment at the contract unit price per cubic yard bid for Common Excavation. Such payment shall be full compensation for all stripping of vegetation, conservation of top soil, excavation, embankment, compaction, incorporation of water when required, materials, equipment, tools, labor and incidentals necessary to complete the work. When Common Excavation is listed as a bid item separate payment for embankment will not be made, as this is considered subsidiary to earthwork measured as Common Excavation.

12.84 EMBANKMENT - When listed as a bid item final measurement of embankment shall not be made. The quantity shown on the plans shall be an established quantity and shall be the basis of payment at the contract unit rice per cubic yard bid for Embankment. Embankment is the amount of material to be placed and compacted to complete the required section. Quantities are established by average end areas of the cross-sections with no balance factor used. Such payment shall be full compensation for all excavation loading, hauling, spreading, compacting and other materials, equipment, tools, labor and incidentals necessary to complete the work in conformance with these Specifications and accepted by the Engineer. When Embankment is listed as a bid item separate payment for excavation will not be made, as this is considered subsidiary to earthwork measured as embankment.

12.85 BORROW - Separate payment for borrow will not be made, as this is considered subsidiary to earthwork measured as embankment.

12.86 SUBGRADE PREPARATION – Unless specifically listed as a bid item, subgrade preparation shall be subsidiary to the pavement construction and no separate payment will be made as such.

12.87 GRANULAR FOUNDATION COURSE - Granular foundation course will be measured for payment by area in square yards or cubic yards, as denoted in the Bid.

12.88 ADJUSTING MANHOLES, INLETS AND VALVE BOXES - Adjusting manholes and inlets to grade will be measured for payment as a single unit for each manhole that is adjusted to grade as shown in the Drawings or as directed by the Engineer.

12.89 PORTLAND CEMENT CONCRETE PAVEMENT - Quantity of pavement measured for payment shall be the specified width multiplied by the measured length calculated in square yards of full-depth pavement placed. Number of square yards shall be determined by the Engineer. Quantity of accepted pavement shall be measured as above provided and shall be paid for at contract unit price per square yard as called for in Bid. Price shall constitute full compensation for joints, joint filler, sawing, curbs, dowels and reinforcing required in the contract drawings; placing, finishing, curing and all labor, equipment, tools, incidentals and testing necessary to complete these items.

12.90 INTEGRAL CURB - Integral curb will be measured for payment by length in linear feet. Measurement will be made along the back side of the curb.

12.91 BEAMS - Concrete pavement beams will be measured for payment by length in linear feet.

12.92 HEADERS - Concrete headers constructed as part of the paving project or district will be measured for payment by length in linear feet.

12.93 TRANSVERSE EXPANSION AND MISCELLANEOUS JOINTS - Transverse expansion joints and all miscellaneous joints using pre-molded bituminous fiber will be considered incidental to the paving construction, and not as a separate pay item.

12.94 MISCELLANEOUS - Any item listed in the Bid and not delineated in the specifications will be measured in the most workmanlike manner for payment according to the designation listed such as cubic yards, square feet, square yards, linear feet, gallons, each, etc.

12.95 CONCRETE TESTING - The testing of cylinders shall be paid for by the Contractor.

The Engineer may require testing of coarse and fine aggregates and cement before they are used in the work. If so ordered, the Contractor shall pay the cost thereof.

END OF SECTION 12

SHOP DRAWINGS, PROJECT DATA & SAMPLES

22.00 GENERAL - Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing, processing, delivery, reproduction and other necessary functions incidental to scheduling and handling of shop drawings, project data and samples as indicated on drawings and or as specified, in accordance with provisions of the Contract Documents, and completely coordinate with work of all trades.

A. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for completion of work under this section shall be furnished and performed as part of this work.

B. See appropriate sections for specific items for which data and/or samples are required. See General Conditions for additional information.

22.10 SUBMITTALS - ADDRESS - Submit all items to:

MILLER & ASSOCIATES,
CONSULTING ENGINEERS, P.C.
109 East 2nd Street
McCook, NE 69001

Or dblau@miller-engineers.com

22.20 SUBMITTALS - GENERAL -

A. Prime Contractor shall be responsible for and make all submissions. Transmit all items with a letter of transmittal.

B. Transmittals will be consecutively numbered.
(1) An item that is resubmitted will retain the original number but with an added suffix letter starting at A.
(2) The scope of a transmittal shall not change on any re-submittals.
(3) Only one specification division should be covered by one letter of transmittal.
(4) Sufficient catalog information together with cuts and technical data must be submitted to allow an evaluation to be made to determine that the item submitted is in compliance with the specifications.

C. Drawings or other submittals transmitted to the Engineer by other than the Prime Contractor will be returned to the Prime Contractor without action of any kind. Drawings will not be returned to subcontractors.

D. Submit items sufficiently in advance of date required to allow reasonable time for review, and to allow for resubmission, if necessary. Items not submitted in accordance with the provisions of this specification will be returned, without action, for resubmission.

22.30 SUBMITTALS/REVIEW - SHOP DRAWINGS -

A. Engineer will review Contractor's shop drawings and related submittals (as indicated below) with respect to the ability of the detailed work, when complete, to be a properly functioning integral element of the overall system designed by Engineer.

B. Before submitting a shop drawing or any related material to Engineer, Contractor shall: review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it with the following:

> This shop drawing has been reviewed by [Name of Contractor] and approved with respect to the means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incidental thereto. [Name of Contractor] also warrants that this shop drawing complies with contract documents and comprises no variations thereto.
>
> By_____
> Date_____

Engineer shall assume that no shop drawing or related submittal comprises a variation unless Contractor advises otherwise via a written instrument which is acknowledged by Engineer in writing.

C. In the event that Engineer will require more than fourteen (14) working days to perform review, Engineer shall so notify Contractor.

D. The shop drawing and related material (if any) called for as follows:

(1) Water Main, Fittings, Insert Valves and Line Stops, Valves and Boxes, Fire Hydrants, Tapping Tees, Joint Restraints, Tracer Wire and Connections
(2) Service Line, Tapping Saddles, Corp Stops, Service Line Fittings, Curb Stops and Boxes, Meter Pits and Covers, Meter Setters

E. Submit to previously indicated address. Identify drawings as to manufacturer, item, use, type, project designation, specification section or drawing detail reference, and other pertinent information.

F. If submitting in hard copy format, submit five prints of each drawing. Three copies will be retained by the Engineer. Submit in a round mailing tube; do not fold.

G. If submitting electronically, one copy will be returned.

H. Allow clear space for Engineer stamping on right hand side. Any marks by Contractor shall be duplicated on all copies submitted.

I. Submit standard items like equipment brochures, cuts of fixtures, or standard catalog sheets or pages. Indicate exact item or model and all proposed options. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls and other pertinent data.

22.40 SUBMITTALS - SAMPLES -

A. Submit two (2) each to address indicated above. Identify samples as to: manufacturer, item, use, type, project designation, specification section or drawing detail reference, color, range, texture, finish and other pertinent data.

B. Forward with transmittal letters. Include brochures, shop drawings and installation instructions. Contractor to stamp his approval on samples or transmittals as indication of his checking and verification of dimensions and coordination with interrelated items. Resubmit samples of rejected items.

C. Approved samples submitted or constructed, constitute criteria for judging completed work. Finish work or items not equal to samples will be rejected.

D. Samples may be retained for comparison purposes and the Contractor shall remove samples when directed. Contractor shall pay all costs of furnishing and removing samples.

22.50 RETURN - SHOP DRAWING - Engineer shall return shop drawings and related material with comments provided that each submission has been called for and is stamped by Contractor as indicated above. Engineer shall return without comment material not called for or which has not been approved by Contractor.

Manufacture or fabrication of items prior to final approval is at Contractor's own risk.

END OF SECTION 22

EROSION AND SEDIMENT CONTROL

30.00 SCOPE - The work covered by this specification consists of furnishing all labor, tools, materials, equipment and performing all operations in connection with sediment and erosion control unless otherwise provided for on the drawings or in the Detailed Specifications.

30.10 NPDES STORMWATER PERMIT – The area disturbed is less than one acre, therefore unless the Contractor needs to disturb more area, a permit is not required. However, if the Contractor intends to disturb more than one acre, the Contractor is required to obtain coverage under the general National Pollutant Discharge Elimination System (NPDES) permit (Number NER210000) for stormwater discharge. A copy of the general permit is available at the office of the Engineer. The Contractor shall apply for authorization to discharge by submitting a Notice of Intent (NOI) using form CSW-NOI (available from the Nebraska Department of Environment and Energy). The Contractor shall comply with the terms and conditions of the general permit. A copy of the NOI shall be submitted to the Engineer along with the agreement prior to beginning any construction activities. This item shall be considered incidental to the project. No separate payment shall be made.

30.21 NPDES SIGNAGE – The Contractor will be required to furnish, install, and maintain a sign on the project site in accordance with the NPDES general permit and these drawings and specification. If a detail is included in the Drawings, the detail drawing will take precedence over these specifications.

The sign shall be mounted on a 4x4 treated post with the top of the sign approximately 6.5' above ground. The post shall be plumb and have a minimum bury depth of 2.5'.

The sign face shall be 2' x 3' minimum. Sign shall be composed of flat aluminum sheet background with white face and black lettering. Sign shall comply with requirements of NDOT Standard Specifications for Highway Construction, Current Edition, Section 417, for Type A signs.

If this item is included as a Bid item, payment will be made at the unit bid price for each sign installed. If no Bid item is included, this item shall be considered incidental to construction, and no separate payment will be made.

30.30 TEMPORARY EROSION AND POLLUTION CONTROL - The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent silting of rivers, streams, impoundments, the project site, and adjacent property owners. Construction of drainage facilities, as well as performance of other contract work which will contribute to the control of siltation, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, groundwater, the project site, and adjacent property owners with petroleum products, chemicals, or other materials used or stored on site.

All construction debris shall be disposed of in such a manner that it cannot enter any waterway. Waste excavation shall not be deposited in or near rivers, streams, or impoundments to prevent it from washing away during times of high water or runoff.

The Contractor shall properly maintain all erosion control measures. All erosion resulting from the Contractor's operations and the elements must be corrected at the Contractor's expense until final completion is achieved according to the Contract Documents. After final completion, the Contractor will continue to be responsible for maintenance and will remove the measures when appropriate. Signage and rain gauges shall be removed by the Owner.

Temporary Erosion and Pollution Control shall be considered incidental to the project. No separate payment shall be made for this item.

30.31 RAIN GAUGE – The Contractor shall provide a rain gauge on site, properly anchored, in a location agreed upon by the Owner and Engineer. This item shall be considered incidental to the project. No separate payment shall be made.

30.50 SILT FENCE - This item shall include all labor, materials, and equipment necessary to construct silt fence in accordance with the details and at the locations directed by the Engineer. Silt fence material shall be on the Nebraska Department of Transportation (NDOT) Approved Products List for low porosity silt fence.

The Contractor shall excavate a trench to the width and depth shown on the drawings. The silt fence shall be placed in the trench and anchored as shown, and then backfilled and compacted to match the existing ground elevation. Fabric shall then be attached to the stakes as shown in the drawings. Pins shall be 11- gauge steel wire with a one-inch or larger throat, with minimum 6-inch legs.

The Contractor shall remove and dispose of silt that accumulates near the silt fence during construction operations and at completion of the project. At a minimum, silt shall be removed when it reaches a depth of 1/2 of the height of the fence, or when the fence is in need of repair. The silt fence shall be maintained in good working condition throughout the life of the project. Contractor shall remove silt fence when the area above the fence has been stabilized by a 70% cover of permanent vegetation.

Payment shall be made at the unit price bid for the number of lineal feet of silt fence installed. Payment will be made for the initial installation only. Maintenance of silt fence, including repairing or replacing silt fence that has been damaged or otherwise rendered ineffective, shall be at no cost to the Owner or Engineer. Removal of silt fence upon adequate stabilization of the site is incidental to this item, should it occur prior to final completion of the project. After final completion, the Owner will continue maintenance and will remove the silt fence when appropriate.

30.65 COIR WATTLES – When included as a bid item or when shown on the drawings, this item shall include labor, equipment, and materials necessary to install coir wattles or other proprietary erosion control products around existing curb opening or grate inlets on existing pavement. Coir wattles shall be composed of coconut fibers woven into a densely packed log. Wattles shall be placed as shown on the drawings or as directed by the Engineer. Minimum diameter shall be 9 inches.

This item shall include all necessary maintenance of the wattles during the project, including but not limited to removal of accumulated sediment, replacement of missing or damaged wattles, and other maintenance as required. The Contractor shall take every precaution to prevent the wattles from plugging the inlets or otherwise causing water to back up in the area. Contractor shall remove wattles from the job site upon completion of the project or upon final stabilization.

When listed as a Bid item on the Bid form, Coir Wattles shall be paid for at the unit price bid for the number of lineal feet of wattles installed. When not listed as a Bid item, this work shall be considered incidental to construction, and no separate payment will be made.

30.68 ROCK CONSTRUCTION ROAD – This item shall include all labor, materials, and equipment necessary to construct, maintain, and remove a stabilized rock construction access road. The road shall be used for all vehicles leaving the site to prevent tracking sediment on to adjacent streets. Construction of the road shall be in accordance with the details on the drawings. The road shall be maintained throughout the construction project to be effective in removing sediment from vehicles leaving the site. Maintenance shall include but not be limited to removing accumulated sediment, replacing rock used for the road when clogged with sediment, and all other necessary measures. If sediment is tracked from the site to adjacent roadways, the Contractor shall remove sediment and clean adjacent roads at no additional cost to the Owner. Adjacent roads shall be examined and cleaned if necessary each day, or as directed by the Engineer.

When included as a bid item in the bid form, this item shall be paid for at the unit price bid for the number of square yards of Rock Construction Road constructed, maintained, and removed. If not listed as a bid item, this item shall be considered incidental to the construction project, and no separate payment will be made.

30.70 TEMPORARY STABILIZATION MEASURES - This item shall include all labor, materials, and equipment necessary to temporarily stabilize areas of the site disturbed by construction activities. Any disturbed area (where vegetation, paving, etc. has been removed and bare soil is exposed) including stockpiles that will be left idle for a period of 14 days or longer must be stabilized. Temporary stabilization measures may include temporary seeding, mulching, erosion control mat, soil binders, or other measures approved by the Engineer to temporarily stabilize the exposed soil and reduce the risk of erosion from the site. Temporary seeding shall include seeding with a cover crop mix of wheat or oats at a rate of 15 lbs. per acre. Mulching shall include spreading native prairie hay free of weeds at a rate of 4000 pounds per acre over the exposed soil. Mulch shall be anchored using a straight serrated disc machine or other methods approved by the Engineer. Erosion control mat shall be installed in accordance with Section 30. Soil Binders shall be installed in accordance with the manufacturer's recommendations.

Contractor shall monitor areas that have been temporarily stabilized to ensure that the temporary stabilization methods are effective. Correct or repair areas where erosion is noted, and re-stabilize the area.

Temporary stabilization measures, if listed in the Bid, will be paid at the unit price bid for the number of units installed. If no Bid item is listed in the Bid form, this item will be considered incidental to construction, and no separate payment will be made.

30.80 OTHER SEDIMENT CONTROL MEASURES – The Contractor shall install other sediment control measures as indicated on the Drawings or as directed by the Engineer. Contractor shall install and maintain these measures in accordance with manufacturer's recommendations as indicated by the Engineer. If there is a Bid item for other measures, payment will be made at the unit price bid for the quantity installed. Separate payment will not be made for maintenance. If there is no Bid item, the work will be paid for at a price agreed upon prior to installation as additional work.

30.85 CONCRETE WASHOUT PIT – The Contractor shall construct a concrete truck washout pit on the site. The Contractor shall determine the necessary size required for the expected amount of concrete washout they will have on the project, and build the washout accordingly. No concrete washout will be permitted to be discharged on the site other than in a washout pit.

When listed as a Bid item in the Bid form, this item shall include all labor material, and equipment necessary to construct, maintain, and remove the concrete washout basin. If no Bid item is listed on the Bid form, this item will be considered incidental to other items in the Bid, and no separate payment will be made.

END OF SECTION 30

SEEDING AND MULCHING - TYPE B, KENTUCKY BLUEGRASS, FESCUE, BUFFALO

33.00 SCOPE - The work shall consist of furnishing all labor, equipment, and materials for seeding a permanent grass mixture on all disturbed areas as described in Section 33.90. All disturbed areas shall be reseeded with the same seed as the area disturbed.

33.10 GENERAL - The seeding and related operations shall be performed at such times as designated in Section 33.90 of this specification.

33.20 LIME - Limestone, where required, shall be standard agricultural ground limestone with a moisture content not in excess of 10 percent. The rate of application shall be as specified on the drawings or in Section 33.90.

33.30 FERTILIZER - The fertilizer, where required, shall be a regular commercial fertilizer (including liquid form) meeting the requirements of the applicable state laws, and shall be in such physical condition to ensure uniform application over the area to be fertilized. Rates of application per acre shall be as specified on the drawings or in Section 33.90. Organic fertilizers may be used when specifically authorized in Section 33.90.

33.40 SEED - The seed shall be delivered to the site in tagged and labeled bags to show the percentage of purity and germination. The seed shall have been tested within six months prior to the date of seeding and shall conform to the latest seed laws of the United States and of the state. Species, the source of production if native grasses are used, and rates of seeding shall be as specified on the drawings or in Section 33.90.

33.50 PREPARATION OF SEEDBED - The entire area to be seeded shall be reasonably smooth and all washes and gullies shall be filled to conform to the desired cross section before actual seedbed preparation is begun. At this stage of the operation, the required fertilizer and lime shall be applied uniformly and incorporated into the top 3 inches of the soil with suitable tillage equipment. In special areas the seedbed preparation shall be as shown on the drawings or as specified in Section 33.90. The Contractor shall suspend operations when the soil is too wet or too dry.

33.60 SOWING THE SEED - Unless otherwise specified, the seeding operation shall be performed immediately after preparation of the seedbed. The seed shall be drilled or broadcast with approved types of equipment that will insure uniform distribution of the seed.

33.70 MULCHING - The required mulching shall be performed as soon as possible after seeding unless otherwise specified. The mulch shall be applied uniformly over the area. The type, rate, and methods of anchoring shall be as specified on the drawings or in Section 33.90.

33.90 CONSTRUCTION DETAILS - Items of work to be performed in conformance with the specification and the construction details therefor are:

33.90a The appropriate area to be fertilized, seeded and mulched will be all areas shown on the drawings and areas disturbed by the Contractor.

33.90b The fertilizers shall comply with the applicable portions of Section 804, Standard Nebraska Department of Transportation Specifications. All fertilizers listed below are required.

Rates of application of commercial inorganic fertilizer shall be:

	Rate of Application Per Acre (Minimum)
Available Nitrogen (N_2)	19 to 36 pounds
Available Phosphoric Acid (P_2O_5)	92 to 96 pounds

Rate of application of granular sulphur coated urea fertilizer shall be:

Nitrogen (total available) 0 pounds

33.90c The seedbed shall be prepared with a three-inch surface layer that will be loose enough to allow satisfactory penetration of the mulch anchoring machine. Several discing, harrowings or similar means may be required to provide a satisfactory seedbed. Discing, harrowing and raking shall be longitudinal on all slopes.

33.90d The grass mixture to be furnished will be uniformly drilled on all areas accessible to machinery. On areas not accessible to machinery, the seed may be uniformly broadcast, and will be covered by use of a harrow.

33.90e The grass drill used to drill the seed will be of such construction that it can handle light fluffy seeds, will have double disc furrow openers spaced not more than 10 inches apart, and be equipped with depth bands to allow placement of the seed from 1/2 inch to one inch deep. (Nisbet drill or equivalent) Land Roller type of seeding equipment is not acceptable.

33.90f Seed mixture to be furnished and seeded will consist of:

For the area consisting of roadway slopes, right-of-way areas and disturbed areas; Type "B" in accordance with Nebraska Department of Transportation, Standard Specifications. For residential yards match existing.

Seed shall comply with the following requirements and shall be applied at the rates shown:

Type	*Minimum Purity (%)*	*Broadcast or Hydraulic Seeder Application Rate in Pounds Pure Live Seed/Acre*	*Approved Mech. Drill Application Rate in Pure Seed/Acre*
"B"			
Perennial ryegrass – Linn	85		8
Slender wheatgrass	85		5
K-31 Fescue	85		5
Western Wheatgrass-Arriba, Flintlock, Barton	85		7
Blue Grama-NE, KS, CO, MN, SD	30		2.5
Buffalo Grasses-Sharp's Improved, Cody, Bison, Texoka	80		5
Sideoats Grama – El Reno, Butte	75		4
Sand lovegrass – Nebraska-27, native	90		0.6
Oats/Wheat*	90		17
Bluegrass			
Kentucky Bluegrass	95-98	87	87
Fescue			
Turf-Type Tall Fescue	95-98	210	210
Buffalo			
Sharp's Appr'd II Buffalo	95-99	44	44
Sharp Shooter Buffalo	95-99	44	44

*Wheat in the fall

All seed shall be origin Nebraska, adjoining states, or as specified. Contractor proposing to use a substitute variety, or origin shall submit for Engineer's consideration a seed tag representing the seed which shows the variety, origin, and analysis of the seed.

Seeding operations shall be performed only during the periods between March 1st and June 10th, and between August 31st and December 31st, except by written permission of the Engineer. Work shall not be performed when the ground is frozen, wet or otherwise untillable, or when even distribution of materials cannot be obtained.

33.90g Mulching. Area to be mulched will be the same as seeded listed above. Mulching operations may be either before or after grass seeding operations, as designated by the Engineer.

Native prairie hay may be used as mulching material. It must be relatively free of weeds. Hay must not contain noxious weed plants or noxious weed seed. Hay of the following species or mixtures of species is preferred: Big bluestem, little bluestem, indiangrass, prairie cordgrass, western wheatgrass, sideoates grama or switchgrass. Minor amounts of other species that occur in the native prairie will be acceptable.

Rate of application will be 4000 pounds per acre. Anchoring will be done immediately after application and will be accomplished by using a straight serrated disc machine (similar to the Imco Landscape Soil Erosion Mulch Tiller) with discs spaced not more than 8 inches apart, weighted to press the mulch into

the soil. The mulch material to be firmly anchored in the soil. Operations of the mulch anchoring machine on slopes to be on the approximate contour whenever possible.

Straw, if approved, as a mulch material shall be applied at the rate of 5,000 pounds per acre.

33.90h Maintenance, Final Acceptance and Guarantee Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement. Replant and/or resod bare, dead, or dying areas, using the sample materials and methods specified.

Guarantee all seeded areas for a period of one year from date of acceptance.

33.91 METHOD OF MEASUREMENT AND PAYMENT - On lump sum and unit price contracts, cost of all items described in this section and shown on the drawings complete and in place shall be at contract price as set forth in the Bid. Items not specifically listed in the Bid or defined by this specification shall be considered subsidiary to construction and direct payment will not be made for these items.

For unit price contracts the areas seeded or seeded and mulched will be measured in units of acres and tenths. Payment for seeding or seeding and mulching will be made at the contract unit price, and such payment will constitute full compensation for all materials, labor and equipment and all other items necessary and incidental to completion of the work.

END OF SECTION 33

DETAILED SPECIFICATIONS

DS.0 SCOPE - These Detailed Specifications shall be part of this specification and its purpose herewithin is to supplement and/or supersede the previous specifications of these Contract Documents. In the event of any conflicts with other sections of the specifications, these Detailed Specifications shall have precedence and apply.

DS.1 WATER MAIN TESTING – In lieu of 24-hour bacteriological testing requirements, Contractor can perform testing in accordance with current AWWA C-651.

DS.2 MOBILIZATION - This item shall include all costs to the Contractor connected with but not limited to preparatory work, the movement of personnel, equipment, supplies, and incidentals, bonding, insurance, overhead and any other related fixed cost items or work or operations which must be performed or costs which are incurred prior to the commencement of the work on various phases of the project.

By payment of mobilization as a fixed cost, the Contractor shall not be allowed an adjustment to the contract bid prices as a result of the addition of, reduction of, or the elimination of any item or group of items from the contract other than those specified in the General or Supplementary Conditions.

Mobilization shall be paid as a percentage based upon the percentage of the contract work completed as set forth below.

1. Partial Payment will be made as follows:
   a. When 5% of the original contract amount (excluding the Mobilization item), is earned, 50% of the lump sum amount for Mobilization will be paid, subject to the limitations listed under Paragraph 2 below.
   b. When 10% of the original contract amount (excluding the Mobilization item), is earned, 100% of the lump sum amount for Mobilization will be paid, subject to the limitations listed under Paragraph 2 below.

2. The lump sum amount paid for Mobilization shall be subject to the following limitations:
   a. If the total contract amount is $100,000 or less, the total amount paid for the mobilization shall not exceed 10% of the total contract amount.
   b. If the total contract amount is greater than $100,000, the total amount paid for mobilization shall not exceed $10,000, plus 5% of the total contract amount above $100,000.
   c. The total sum of all payments shall not exceed the original contract amount bid for mobilization item, regardless of the fact that the contractor may have, for any reason, shutdown his work on the project or moved equipment away from the project and then back again.

Payment shall be a lump sum basis at the unit price bid for mobilization.

DS.3 SUBSTANTIAL COMPLETION - The project shall be considered substantially complete when the following conditions are met:

1. The Nebraska Department of Environment & Energy allows the Owner to produce and utilize water from the distribution system and verification is provided by the Engineer;
2. The City of McCook has completed inspection and approved installation.

DS.4 PROPERTY PINS - All property pins removed or damaged are to be reset by a Registered Land Surveyor at the Contractor's expense.

DS.5 EXISTING UTILITIES - According to Section 6.20 of this specification, the Contractor shall verify the elevations of the existing utilities prior to initiation of pipe laying and undercrossing operations. No direct payment shall be made for the Contractor's operations.

DS.6 DENSITY REQUIREMENTS - Density requirements for backfill in seeded areas shall be 90% minimum density. Backfill under street, parking, road, driveway, alley right-of-ways, roadway shoulders, and sidewalk pavements shall be 95% minimum density.

DS.7 REMOVALS AND SALVAGE - Removal and salvage of gate valves and fittings not listed as a Bid Item, shall not be paid for directly but shall be considered subsidiary to the items in the Bid. Salvaged items are the property of the Owner.

DS.8 WATER MAIN INSTALLATION - If an obstruction is encountered, the water main shall be lowered with fittings, if the grade change is in excess of 2 vertical feet. Such work shall be paid for at the unit price of fittings.

A grade change of less than 2 vertical feet shall be corrected by installing pipes at uniform grades. High and low areas shall be located at fire hydrant locations.

DS.9 FLUSHING - Water used for flushing and testing shall be provided from the utility at no charge with the conditions that the City will be notified 48-hours prior to flushing. Due to the volume of water required for flushing, the City must be notified and present for the duration of the flushing. Flushing will not be allowed during periods of peak usage as identified by the City.

DS.10 SEWER AND WATER MAIN PLUGS - Where indicated on the drawings, all abandoned water mains shall be sealed, and plugged according to the detailed drawings. Direct payment will not be made.

DS.11 POLYETHYLENE ENCASEMENT – All valves, fittings, etc. shall be polyethylene encased according to Paragraphs 3.21 and 3.22 of Section 3.

DS.12 VALVE MUD PLUGS – All valve boxes shall be furnished with 4" thick mud plugs and flexible polypropylene handle tested at 350 lbs. force as manufactured by Infact or approved equal.

DS.13 LINESTOPPER - For valve replacement water main shall remain pressurized and in service during replacement of valve. This item shall include all necessary equipment to complete valve replacement while leaving main in service. Line stop valves shall be provided and installed by the City's provider (Municipal Supply).

DS.14 VALVE INSERTION, INSERTA VALVE INSTALLATION - Valve insertion shall include excavation, backfill, couplings, valve, valve box, replacement of existing surfacing, and all required appurtenances required to insert a valve. This replacement will be set forth in the bid as inserta-valve replacement. Team Insert Valves shall be provided and installed by the City's provider (Municipal Supply).

DS.15 ABANDON EXISTING VALVE – Abandonment of existing water main valves shall include a mechanical cap to be installed, valve to be closed and concrete plug to be placed. The valve box shall be removed and provided to the Village. Abandonment of existing valve shall be paid per unit price bid.

DS.16 ABANDON FIRE HYDRANT – Where indicated on the Drawings abandonment of existing fire hydrant shall include cutting casting and mechanical components off at grade and filling barrel with concrete and any incidental concrete replacement around fire hydrant barrel. The fire hydrant removed becomes the property of the Owner. Abandonment of existing fire hydrant shall paid per unit price bid.

DS.17 FLOWER BEDS, SHRUBS, DECORATIVE ROCK AND LANDSCAPE AREAS – Flower beds, shrubs and landscaping areas damaged or removed shall be replaced to original condition. No direct payment will be made for this work, but shall be considered subsidiary to the items of the Bid.

DS.18 REMOVAL AND REPLACEMENT OF FENCING - Removal and replacement of all fencing disturbed during construction shall not be paid for separately, but shall be considered incidental to the other items in the Bid.

DS.19 REMOVAL AND REPLACEMENT OR TEMPORARY BRACING OF GUY WIRE AND POLES – The removal and replacement of guy wires or temporary bracing of poles shall be considered incidental to water main Bid prices.

DS.20 ORGANIC COMPOUND CONTAMINATION OF SOIL – Locations of organic compound contamination of soil throughout the project is unknown at this time. If the Contractor encounters contamination during construction activities, Engineer must be contacted and work stopped immediately. Engineer shall determine appropriate materials or activities to continue with construction activities after appropriate soil testing has been completed. All testing of soil shall be paid for by the Owner. Additional activities or differing materials required shall be paid with a Change Order to the original Bid.

DS.21 GRAVEL SURFACING - The Contractor shall provide and spread gravel surfacing as shown on the drawings. Gravel shall conform to the requirements of the Nebraska Department of Transportation Standard Specifications for Highway Construction. Gravel Surfacing will be measured by the ton based on the number of tons delivered.

DS.22 PAVEMENT REMOVAL – All pavement cuts shall be made by means of a power rotary saw. A removal area shall be as shown on drawings. Should the Contractor require or desire wider removal widths, this additional width shall be a non-pay item. The Contractor shall replace all removal areas according to the specifications and drawings.

DS.23 REMOVAL AREAS - Removal areas not shown shall be determined by the Engineer. The Contractor and Engineer shall paint these areas prior to removal to establish quantities.

DS.24 CULVERTS - Removal and replacement of culverts or dry boring under culverts shall not be paid for directly, but shall be considered subsidiary to the items of the Bid.

DS.25 TRAFFIC CONTROL - The Contractor shall maintain one lane of traffic at all times during construction unless written approval is provided from the City and/or other required entities. The Contractor shall coordinate all traffic control with the City to provide proper signage during construction. Contractor will prepare and submit for Engineer's and City's review and approval a Traffic Control Plan and construction schedule and provisions for protection and control of traffic through or around the construction project. Barricades, signs, barriers, and related safety protection and traffic control devices are to be supplied, installed and maintained in accordance with current Nebraska Department of Transportation Standards. No payment will be made for preparation of traffic control plan, but shall be considered subsidiary to the items of the Bid.

DS.26 CONSTRUCTION STAKING – The Contractor shall be responsible for laying out the work from the established reference points. The Contractor shall make the necessary arrangements for the Engineer to provide these services. The Contractor will pay the Engineer for staking on a lump sum basis as delineated in the Supplementary Conditions. The Contractor will be responsible for verifying construction staking prior to construction. The Contractor will not be allowed extensions of time or damages because of delays caused by insufficient line and grade unless the Engineer has been notified 3 working days in advance. Relocation or restoration of stakes shall be performed at the Contractor's expense.

DS.27 DATA AND MEASUREMENT - The data given herein and shown on the Drawings are as accurate as could be obtained, and their accuracy is not guaranteed. The Contractor must verify all

levels, locations, measurements, and dimensions on the job site and adapt his work into the exact construction. Scale measurements taken from prints are not considered for more than reference, the larger scale drawings take precedence over the smaller scale, and shop drawings take precedence over all others.

DS.28 CERTA-LOK RESTRAINED JOINT PVC DIMENSION RATIO – For Certa-Lok restrained joint PVC pipe to be utilized for horizontal directional drilling, the Contractor shall provide the necessary wall thickness for successful installation to overcome pulling forces. The minimum DR shall be DR18.

DS.29 DUCTILE IRON PIPE – For restrained joint ductile iron pipe utilized for horizontal directional drilling, the Contractor shall verify specified pipe class is sufficient for pulling forces. They shall provide the necessary thickness for successful installation.

DS.30 INITIAL FILLING AND FLUSHING OF THE WATER MAIN – The Contractor shall be responsible for handling, routing and treatment of flushing water to prevent damage from erosion or chemical contamination of the environment on State, County, or City right-of-way or adjacent lands or receiving water courses as addressed in AWWA Standard C601.

It shall be the Contractor's responsibility to furnish and install any tees, valves, piping and other appurtenances necessary to fully comply with Section 3.50 Quality Control Testing of the specifications, based upon his schedule and sequence of work. No separate payment will be made for this portion of the work.

DS.31 TEMPORARY FLUSHING ASSEMBLY – The Contractor shall install a temporary flushing assembly where specified on the Drawings to be used for flushing the potable water piping system with a velocity of not less than 3.0 feet per second. The flushing assembly shall be constructed per the Detailed Drawings. Upon completion of flushing of the system, the flushing assembly shall be removed and replaced with a mechanical joint plug and thrust blocking at the tee. Installation and removal of the flushing assembly shall be considered incidental to the water main Bid.

DS.32 POLYETHYLENE ENCASEMENT – Polyethylene Encasement for all valves, fittings, saddles, curb stops, dresser couplings, etc. shall be furnished and installed. Contractor shall be responsible for repairing all rips, punctures or other damage to the polyethylene with adhesive tape or short length of polyethylene tube cut open wrapped around the pipe and secured in place.

DS.33 WATER MAIN PLUGS - Where indicated on the drawings, all abandoned water and sewer mains shall be sealed, and plugged according to the detailed drawings. Direct payment will not be made.

DS.34 ABANDON EXISTING SERVICE – Service abandonment shall include shutting off the service line at the water main by using the existing corporation stop. The service line does not need to be removed but must be disconnected from the main. Abandonment of services shall be considered incidental to the water main installation.

DS.35 METER PIT ABANDONMENT – Meter pit abandonment shall include disconnection of service line at corp stop. Meter pit shall be completely removed and backfilled. Abandonment shall include seeding and/or replacement of existing surfacing. Meter pit abandonment at Sta. 20+21 shall include disconnection and removal of existing electrical connection.

DS.36 SERVICE BORE – Shall include push or dry bore to accommodate up to 2" diameter service line. Service bore shall be paid for in accordance with the Bid.

DS.37 SCHEDULE OF CONSTRUCTION - Order of construction shall be determined by the Contractor. The City has an existing easement and the Contractor must follow BNSF guidelines to install the line stop and valves north of South Street. The Contractor shall follow any BNSF procedures required for the installation.

At no time shall the Contractor or his employees modify operation of the existing water systems or start construction modifications without approval of the Owner except in emergency to prevent or minimize damage. Construction operations will be scheduled to allow the Owner's Water Supply to remain in service throughout the project. Connection with existing lines shall be made at a time and under conditions which will least interfere with service to the effected customers. The Contractor shall provide a schedule for construction, subject to review of the Owner and Engineer. Construction operations shall be limited to daylight hours, unless approved otherwise in writing by the Engineer.

DS.38 C-900 PVC PIPE DIMENSION RATIO – The C-900 PVC pipe used for the distribution system improvements shall be a minimum DR18 unless a thicker wall is required for directional drilling.

DS.39 SERVICE RECONNECTION INCLUDING NEW SERVICE LINE & METER PIT – This Lump Sum Bid item shall include but not be limited to furnishing all material, equipment and labor to install a new 1" service line, 1/8" bend, compression couplings, corporation stop, saddle, reducers, tracer wire with terminal box, meter pit and lid, seeding and excavation per the Standard Service Reconnection Detail. Sidewalk and street removal and replacement will be paid for separately. Service line and service bore for the installation shall be considered incidental to this Bid item. The service line from the main to the new meter pit shall not be spliced but shall be one continuous piece.

DS.40 SERVICE RECONNECTION INCLUDING NEW SERVICE LINE & WITHOUT METER PIT – This Lump Sum Bid item shall include but not be limited to furnishing all material, equipment and labor to install a new 1" service line, 1/8" bend, compression couplings, corporation stop, saddle, reducers, tracer wire with terminal box, curb stop and box, seeding and excavation per the Standard Service Reconnection Detail. Sidewalk and street removal and replacement will be paid for separately. Service line and service bore for the installation shall be considered incidental to this Bid item. The service line from the main to the new curb stop shall not be spliced but shall be one continuous piece.

DS.41 SEEDING - Areas to be seeded, according to Section 33, are as indicated on the Drawings. Damage outside of the right-of-ways construction limits will be at the Contractor's expense.

DS.42 CERTA-LOK AND FUSED PVC DIMENSION RATIO – Utilize Certa-Lok and Fused PVC pipe utilized for horizontal directional drilling is sufficient for pulling forces and the Contractor shall provide the necessary thickness for successful installation.

DS.43 POLYETHYLENE ENCASEMENT – Polyethylene Encasement for all valves, fittings, saddles, curb stops, dresser couplings, etc. shall be furnished and installed. Repair all rips, punctures or other damage to the polyethylene with adhesive tape or short length of polyethylene tube cut open wrapped around the pipe and secured in place. Polyethylene encasement shall be V-Bio Enhanced Polyethylene Encasement Wrap for Ductile Iron Pipe.

DS.44 DIRECTIONAL DRILL IN LIEU OF CONVENTIONAL INSTALLATION – The acceptance of directional drilling in lieu of conventional methods where indicated on the Drawings will be acceptable. The Contractor can, at his discretion, request the use of directional drilling to save his labor and time to the Engineer. The Contractor will be paid based on the unit bid prices for water main regardless of the installation method. Unused unit prices for surface restoration will be paid for at ½ of the bid units to assist the Contractor with offsetting prices for HDD. The Contractor will be paid unit prices per the Bid for the installation of fittings and service connections/reconnections.

DS.45 NEW SERVICE A – 2" SERVICE WITH METER PITS – This Lump Sum Bid item beginning on Kelley Park Drive shall include but not be limited to furnishing all material, equipment and labor to install a new 2" service line, 1/8" bend, compression couplings, corporation stop, saddle, reducers, tracer wire with terminal box, 2" curb stops, meter pits and lids, excavation, backfill and seeding. Sidewalk and street removal and replacement will be paid for separately. Service lines and service bores for the installation shall be included with the Lump Sum Bid item.

DS.46 NEW SERVICE B – 1" SERVICE WITH METER PIT – This Lump Sum Bid item beginning at Kelley Park Drive and "O" Street shall include but not be limited to furnishing all material, equipment and labor to install a new 1" service line, 1/8" bend, compression couplings, corporation stop, saddle, reducers, tracer wire with terminal box, curb stop and box, meter pit and lid, excavation, backfill and seeding. Sidewalk and street removal and replacement will be paid for separately. Service line and service bore for the installation shall be considered incidental to this Bid item. The service line from the main to the new curb stop shall not be spliced but shall be one continuous piece.

DS.47 NEW SERVICE C – 1" SERVICE WITH EXISTING METER PIT – This Lump Sum Bid item beginning at Kelley Park Road and "M" Street shall include but not be limited to furnishing all material, equipment and labor to install a new 1" service line, 1/8" bend, compression couplings, corporation stop, saddle, reducers, tracer wire with terminal box, curb stop and box, excavation, backfill and seeding. Sidewalk and street removal and replacement will be paid for separately. Service line and service bore for the installation shall be considered incidental to this Bid item. The service line from the main to the new curb stop shall not be spliced but shall be one continuous piece.

DS.48 NEW SERVICE D – 2" SERVICE WITH METER PIT – This Lump Sum Bid item beginning on "M" Street (just south of Graff Event Center) shall include but not be limited to furnishing all material, equipment and labor to install a new 2" service line, 1/8" bend, compression couplings, corporation stop, saddle, reducers, tracer wire with terminal box, 2" curb stops, meter pits and lids, excavation, backfill and seeding. Sidewalk and street removal and replacement will be paid for separately. Service lines and service bores for the installation shall be included with the Lump Sum Bid item.

DS.49 LINE STOP & VALVE PLAN SOUTH OF BNSF MAIN LINES – This Lump Sum Bid Item identified on Drawing Sheet 6 shall include removal of existing 18" Cross, 18"x16" Reducer, 18"x12" reducers and furnish and install new 18" Cross, 18"x16" Reducer, two each 18"x12" reducers and appropriate size piping and required couplings/adapters, between proposed new valves called out on Sheet 6 of the Drawings. Lump sum price shall include all materials, equipment and labor for a complete replacement. The existing 12" Team Valves were installed with the 2024 South Street project. New 16" and 18" line stops and valves shall be provided and installed by the City's provider (Municipal Supply). The Contractor shall field verify existing pipe dimensions to ensure proper diameter of ordered materials. The Contractor shall furnish and install V-Bio polyethylene encasement wrap for all ductile iron pipe and fittings. Contractor shall coordinate shutdown with City to maintain water service to users during installation.

DS.50 OPEN EXCAVATION – The City of McCook requires all holes/excavations left open during non-working hours shall be covered in plywood or other acceptable material. This requirement shall not be paid for separately, but shall be incidental to the Bid items.

END OF SECTION

ATTACHMENTS

Form 2783
REV. 1-1-60

Burlington Route

CONTRACT FOR PIPE LINE
ACROSS ~~RAILWAY~~ RIGHT OF WAY

THIS AGREEMENT, Made and entered into as of the 2nd day of March, 19 64, between CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, hereinafter called the "Railroad", and the CITY OF McCOOK, a municipality

of McCook, State of Nebraska, hereinafter called the "Licensee".

—WITNESSETH:—

In consideration of One Dollar ($1.00), receipt of which is hereby acknowledged, and upon the terms and conditions hereinafter set forth, Railroad hereby grants unto Licensee, license to enter upon the premises of Railroad at or near Railroad Survey Station 811+58, 7.1 feet 227.72, along First Street East, produced, between A and South Streets, McCOOK, Red Willow County, Nebraska,

and ~~construct~~ use and thereafter maintain across or along said premises at the sole expense of Licensee, a twelve-inch cast iron pipe originally placed prior to 1893 and shown on Railroad Company map dated 1882,

said pipe line to be used for conveying city water only; the location of said pipe line being shown in ~~red~~ heavy dash on the Railroad's plan No. 1061-72 hereto attached, identified by the signature of A. J. Stuebel, and made a part hereof.

II.

In the event the pipeline shall be located under any track within forty-five (45) feet of any track, bridge or structure of the Railroad, the pipeline shall be constructed and maintained strictly in accordance with Railroad's Plan No. 1059992, copy of which is attached hereto, and by this reference made a part of this agreement. In any event, the top of said pipeline shall be placed at a depth of not less than five (5) feet, six (6) inches below the base of the rails of the track or tracks of Railroad where it passes under the same and not less than three (3) feet below the surface of the ground at any point on Railroad's property. If the said pipeline shall be of a diameter four (4) inches or larger, the portion of same directly under the said track or tracks, and under the roadbed thereof, shall be of cast iron or other material of approved strength. The existing pipe line may remain as originally constructed across Railroad Company property.

III.

The said pipe line shall be constructed and maintained in such manner and at such time or times and of such materials as shall meet with the approval of the Superintendent of Railroad, and as shall not hinder, delay or endanger the operation of engines, trains, cars or business of Railroad over its track or tracks now laid or hereafter laid on said premises, or in any manner interfere with the present or future use of the said premises. The Licensee shall not enter upon said premises for the purpose of constructing, maintaining or removing said pipe line except upon forty-eight hours' notice to Superintendent of Railroad, and then a designated representative of Railroad may oversee or inspect all of said work as it progresses, at the expense of Licensee, and performance of such work shall be subject to his approval. If deemed necessary by Railroad so to do, Licensee shall, at the expense of Licensee, support the said track or tracks, as directed by Railroad, while the work of constructing, maintaining or removing said pipe line is being done.

If the Railroad Company, for itself or on behalf of its lessees or grantees, should at any time or from time to time find it necessary or desirable to make changes in any existing building, track structure, or overhead or underground installation, or place any additional building, track structure or overhead or underground installation on any premises where said pipe line is located, the Licensee agrees that it will promptly, at its own cost and expense and without cost or expense to the Railroad Company or the Railroad Company's lessees or grantees, upon receipt of written notice from the Railroad Company so to do, relocate, change or remove said pipe line as requested or required by the Railroad Company.

~~release~~

IV.

The City hereby agrees to reimburse Railroad for the full amount of any special assessment or assessments that may be levied against the Railroad or any property of the Railroad situated in the City for or in connection with the construction or reconstruction of said water line.

IV.

In the event any cathodic electrolysis or other electrical grounding system is installed in connection with said pipe line which, in the opinion of Railroad, in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, the Licensee immediately shall discontinue operation of and remove said grounding system or take such steps as may be necessary to avoid all such interference. Licensee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits, or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

V.

The Licensee further covenants and agrees at all times during the existence of said pipe line upon the premises of Railroad, to keep and maintain the soil over the same thoroughly compacted, and the grade even with the adjacent surface of the ground, and that Licensee will at all times release, protect, indemnify and save harmless Railroad from all claims, demands, judgments, loss, costs and expenses for injury to or death of any person or loss or damage to the property of any person or persons whomsoever (including both parties hereto and their employes), in any manner arising from or growing out of, in whole or in part, the construction, reconstruction, maintenance, operation, repair, change, existence, use or removal of said pipe line or the subsidence of soil over the same whether caused by the negligence of the Railroad, its servants or employes, or otherwise.

VI.

If Licensee shall well and faithfully comply with all the terms, covenants and conditions herein set forth on the part of Licensee to be observed and complied with, the license herein granted by Railroad shall continue in force to the full expiration of the period of one (1) year from the date hereof and thereafter until terminated upon not less than sixty (60) days' written notice by either party hereto to the other; but if Licensee shall fail to perform any of the covenants herein contained, Railroad shall have the right to terminate this license forthwith and without notice. Any notice herein provided for shall be sufficiently given and delivered if mailed in an envelope properly stamped and addressed to Licensee. Upon the termination of this license in any of the modes herein provided for, Licensee shall, at its own expense, upon being notified so to do by Railroad, remove said pipe line from said premises, and restore the ground to a safe and level condition, and in case of its failure so to do, the Railroad may at its option, either remove the said pipe line from said premises at the sole expense of Licensee, or disconnect the same at points where it enters and leaves the said premises.

VII.

The Licensee shall not transfer or assign this license without the written consent of Railroad. The said license shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By _____
General Manager

CITY OF RECORD
Licensee

By _____

Title Mayor

APPROVED:

As to Form,

_____
Law Department

As to Property Interests,

_____
General Land Agent

As to Description,

_____
Assistant Chief Engineer

Installation

Pipelines crossing under any track shall be installed in accordance with Figure Four and shall not be placed within a culvert or under a railway bridge.

Pipelines crossing under tracks shall be installed by boring or jacking, if practicable, otherwise with use of falsework. However, upon receipt of special written permission from the Division Superintendent permitting removal of tracks, pipelines crossing under tracks may be installed by the open trench method, and pipes carrying only non-flammable substances not under pressure may then be installed without casing pipes, in any manner set forth in the next succeeding paragraph, provided that a concrete collar at least 9 inches thick and 1 foot on each side of the joint shall be cast around the joints whenever tongue and groove concrete pipe is used.

Any pipeline not crossing under any track shall be installed as follows:

1. If within 45 feet of any track, bridge or structure the carrier pipe shall be installed and encased in accordance with the standards shown in Figure 5, if carrying non-flammable substances.

2. If more than 45 feet from any track, bridge or structure the pipe shall consist of steel, cast iron or wrought iron pipe meeting the specifications for such carrier pipes here-in-after set forth:

3. If such pipe shall carry only a non-flammable substance not under pressure, it may consist of concrete pipe meeting A.S.T.M. Specification C-76-57, Table IV, and no encasement is necessary.

All pipes shall be installed at a depth of not less than 3 feet below the surface of the ground at all points. Signs are required at all points where the pipeline enters and leaves the right of way, and at appropriate periodic intervals where the pipeline parallels the right of way.

Where laws or orders of competent public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of the specifications set forth in this exhibit.

Carrier Pipe

Carrier line pipe and joints inside of casing under railway tracks and right-of-way shall be of approved construction satisfactory to the railway company. Joints for carrier line pipe operating under pressure shall be of mechanical or welded type. Pipe shall be laid with slack (no tension) in the line, or with expansion joint near the point of railway crossing.

Casing Pipe

Casing pipe and joints shall be of leakproof construction, capable of withstanding railway loading.

WALL THICKNESS FOR STEEL* CASING PIPE FOR E 72 LOADING (INCLUDING IMPACT)

Minimum Thickness	Diameter of Pipe
1/4"	6", 8", 10", 12", 14" and 16"
5/16"	18" and 20"
3/8"	22" and 24"
7/16"	26" and 28"
1/2"	30", 32" and 34"
9/16"	36" and 38"
5/8"	40" and 42"

*Thickness is for steel pipe having a minimum yield strength of 35,000 psi. Adjust thickness as necessary for other grades of pipe, except that thickness of pipe shall not be less than 1/4 in.

Class 150 cast iron pipe may be used for 12 in and under and Class 250 shall be used for over 12 in, provided the method of installation is by open trench and prior approval has been secured from the chief engineer of the railway company.

The inside diameter of the casing pipe shall be at least 2 in greater than the largest outside diameter of the carrier pipe, joints or couplings, for carrier pipe less than 6 in in diameter; and at least 4 in greater for carrier pipe 6 in and over in diameter. It shall, in all cases, be great enough to allow the carrier pipe to be removed subsequently without disturbing the casing pipe or roadbed.

Casing pipe shall be so constructed as to prevent leakage of any matter from the casing or conduit throughout its length under track and railway right-of-way, except at ends of casing or conduit where ends are left open. Casing shall be so installed as to prevent the formation of a waterway under the railway and with an even bearing throughout its length, and shall slope to one end.

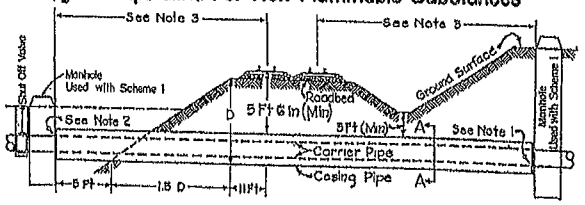
Protection Against Corrosion

Pipes, when of steel material, shall receive externally the same protective coating which is applied to the carrier pipe adjacent to the crossing, except that in no case shall the protective coating be less than a coal-tar primer coat, followed by a single application of hot coal-tar enamel 3/32 in thick ± 1/32 in, plus a bonded 15-lb asbestos felt wrap, or in lieu of the above, the coating shall be an approved substitute equal to this combination protective coating.

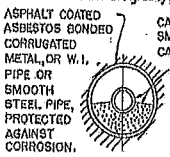
Before installation, electrical detection methods shall be used to locate flaws or breaks in the coating. All damaged or broken coatings shall be repaired or replaced. Installation shall be made in such manner that the protective coating of the carrier pipe is undamaged.

Where adjacent carrier pipe is cathodically protected, this protection shall be extended to the casing pipe in addition to the protective coatings. Where such protection is provided, the railway company shall be notified and suitable test made to insure that other railway structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of Report of Correlating Committee on Cathodic Protection, published in July 1951 by the National Association of Corrosion Engineers.

Fig. 4 Pipe Line For Non-Flammable Substances

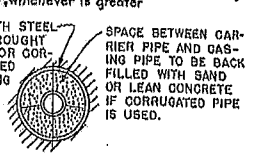


NOTES: 1. Ends of casing, when below ground, shall be suitably protected against entrance of foreign material.
2. Ends of casing, when above ground surface and above high water level, may be left open where drainage is available.
3. Casing pipe shall extend a minimum distance of 1 ft plus 5 ft plus 1.5 D measured at right angles from center line of outside track (Where D equals the depth of bottom of casing below subgrade), or to railway right-of-way, whichever is greater

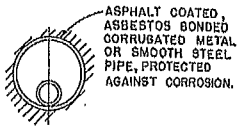


SECTION A-A SCHEME 1
CARRIER PIPE WITH SUBSTANCES UNDER PRESSURE. CASING PIPE IN BORED HOLE.

MANHOLE REQUIRED AS SHOWN IN FIG. 4 UNLESS OTHERWISE SPECIFIED IN CONTRACT, EXCEPT THAT MANHOLES AND SAND CENTERING MAY BE OMITTED IN INSTALLATIONS USED ONLY INTERMITTENTLY WHERE BOTH ENDS OF CASING PIPE ARE ABOVE GROUND AND OPEN FOR INSPECTION.



SECTION A-A SCHEME 2
CARRIER PIPE WITH SUBSTANCES NOT UNDER PRESSURE. CASING PIPE JACKED THROUGH ROAD BED.



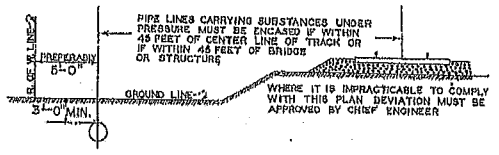
Pipe lines carrying non-flammable substances under a pressure of less than 100 p.s.i. may be encased in reinforced concrete culvert pipe made in accordance with A.T.S.M. Spec. C76-57 Table IV R.R. Strength.

Corrugated Metal Pipes Under Track			
Diameter	Riveted Pipe	Multi-plate	Tunnel Liner
8" to 15"	14 Ga.	-	-
18" & 21"	12 "	-	-
24"	10 "	-	-
30" to 42"	8 "	-	-
48"	8 "	-	8 Ga.
54"	8 "	-	7"
60" to 72"	-	5Ga.	5"
84" to 108"	-	3"	3"
120" to 144"	-	1"	3"

SECTION A-A SCHEME 3
TO BE USED IN INSTALLATIONS USED ONLY INTERMITTENTLY WHERE BOTH ENDS OF THE CASING PIPE ARE ABOVE GROUND, ABOVE THE HIGH WATER LEVEL AND OPEN FOR INSPECTION DRAINAGE MUST BE PROVIDED IN A MANNER SO THAT LEAKAGE WILL BE CONDUCTED AWAY FROM THE ROAD BED AND STRUCTURES.

Note:
ASBESTOS BONDING MAY BE OMITTED FOR MULTI-PLATE AND TUNNEL LINER.

Fig. 5 Pipe Line Along Right of Way



STANDARD SIZES OF PIPES WROUGHT IRON OR STEEL												
LINE	1"	1 1/4"	2"	2 1/2"	3"	4"	5"	6"	7"	8"	9"	10"
CASING	2 1/2"	3"	3 1/2"	4"	4 1/2"	6"	7"	8"	10"	11"	12"	14"

LINE	11"	12"	14" o.d.	16" o.d.	18" o.d.	20" o.d.	24" o.d.	30" o.d.	36" o.d.			
CASING	15" o.d.	16" o.d.	18" o.d.	20" o.d.	21" o.d.	22" o.d.	24" o.d.	30" o.d.	36" o.d.	42" o.d.		

STANDARD SIZES OF CAST IRON PIPES											
LINE	4"	6"	8"	10"	12"	14"	16"	18"	20"		
CASING	10"	12"	14"	16"	18"	20"	24"	30"	30"		

O.D. SIZES ARE BASED ON: 1" TO 16" PIPE INCL. - 1/4" THICK, 17" TO 24" PIPE INCL. - 3/8" THICK, 30" TO 42" PIPE INCL. - 1/2" THICK ONLY WHEN PIPE IS NOT UNDER TRACK.

Burlington Lines

Pipe Lines For Non-Flammable Substances Across or Along Right of Way

Chief Engineers Office Chicago, Ill. Dec. 10, 1958

Plan 105999 D File 1334

Form 3203

Supersedes Plan 69263B Form 2781A

Approved

G. A. Burkhardt
Engineer of Standards

Chief Engineer

Vice President, Operation

R E S O L U T I O N

RESOLVED, by the City Council of the City of McCook, Nebraska,

THAT, the Mayor be and is hereby authorized and directed to enter into agreement with the Chicago, Burlington & Quincy Railroad Company covering the City's use of 12-inch cast iron pipe water line undercrossing of Burlington property at Mile Post 227.76, along First Street East, produced, between 'A' and South Streets, McCook, Red Willow County, Nebraska.

ATTEST:

Teresa Ludwig
City Clerk

The above is a copy of the records showing that the resolution referred to was passed by the City Council on the 4th day of May, 1964.

Teresa Ludwig
City Clerk

McCook June 15, 1964

Mr. George Pyle, City Manager

McCook, Nebraska

Attached for your files is fully executed copy of agreement covering water line undercrossing along First Street East, produced between 'A" and South Street, M.P. 227.78

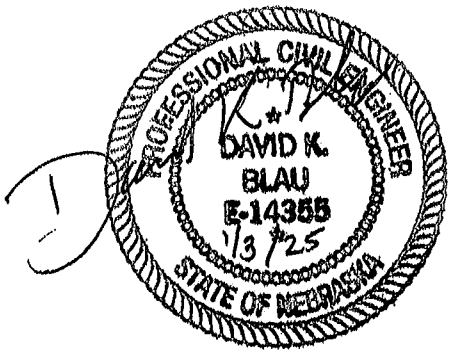
at or near McCook, Nebraska.

Yours very truly,

J. G. Edwards

J. G. Edwards
Superintendent

THIS PAGE CONCLUDES
THE
SPECIFICATIONS
FOR
WATER DISTRIBUTION IMPROVEMENTS
McCOOK, NEBRASKA



DRAWINGS FOR

WATER DISTRIBUTION IMPROVEMENTS
REVISED PROJECT #2

city of
McCOOK

SECTION 19, 20 & 29, T3N, R29W
RED WILLOW CO.
McCOOK, NEBRASKA
2025

M&A PROJECT NO. 200-C1-024
NDEE-SRF D311681

INDEX OF DRAWINGS	
SHT. NO.	DESCRIPTION
1	TITLE SHEET
2	LOCATION MAP & NOTES
3–4	WEST 5th STREET PLAN & PROFILE
5	ALLEY (2nd & 3rd) WATER MAIN PLAN & PROFILE
6	EAST 7th STREET WATER MAIN PLAN & PROFILE
7	KELLEY PARK WATER MAIN ABANDONMENT
8–10	DETAILS

UTILITIES

DIGGERS HOTLINE OF NEBRASKA
8–1–1

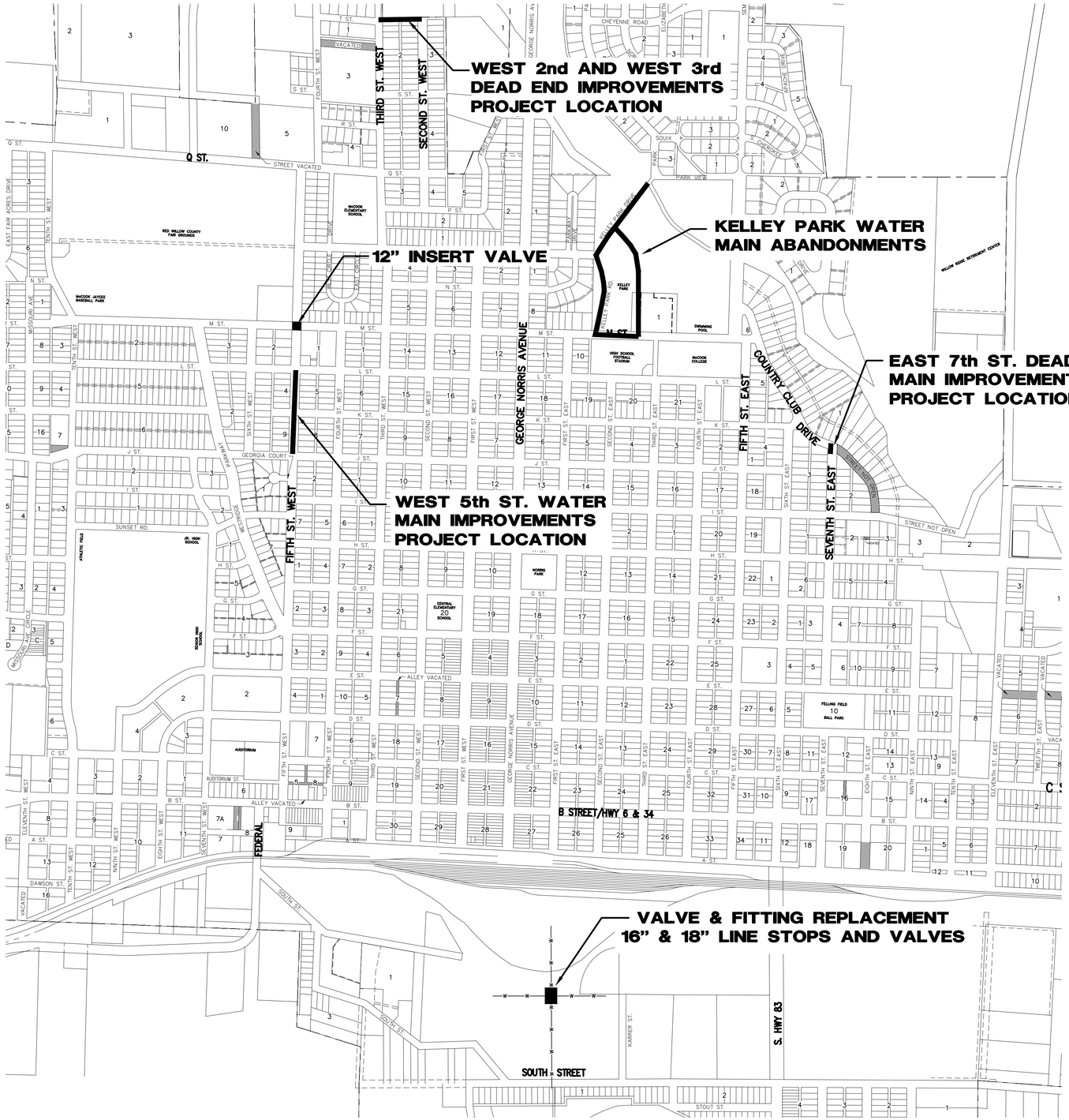
MILLER & ASSOCIATES Consulting Engineers P.C.
109 E. 2nd STREET, McCOOK, NEBRASKA
CERTIFICATE OF AUTHORIZATION #CA0021

PROFESSIONAL CIVIL ENGINEER
DAVID K. BLAU
E-14355
1-7-25
STATE OF NEBRASKA

SET NO. _____

DRAWING NO. 43228

PLOTTED: 1/2/2025 9:26 AM SAVED: 1/2/2025 8:43 AM G:\Projects\200\200-C1-024\Civil-Dwgs\Sheet Drawings\Sht-Gen.dwg



NORTH

McCook, Nebraska

NTS

NOTES

1. CONTRACTOR IS TO COORDINATE ALL STREET CLOSINGS WITH THE CITY OF McCOOK. NOTIFY CITY FIRE/RESCUE DEPARTMENT, COUNTY SHERIFF, AND ALL ADJOINING PROPERTY OWNERS 48 HOURS PRIOR TO CLOSING STREETS OR DRIVES.
2. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE DRAWINGS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR.
3. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITY FACILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
4. ALL SIGNS, MAILBOXES, CULVERTS, GUY WIRES, ETC, ENCOUNTERED DURING THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
5. THE QUANTITIES OF EACH ITEM LISTED ON THE DRAWINGS MAY VARY FROM THE TOTAL QUANTITIES INSTALLED.
6. THE CONTRACTOR IS RESPONSIBLE FOR HAULING AND LEGALLY DISPOSING OF ALL REMOVAL MATERIALS OFF SITE.
7. ALL PROPERTY PINS REMOVED OR DAMAGED ARE TO BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
8. THE CITY MAY ADD TO OR DELETE FROM THE PROJECT, PORTIONS OF OR ENTIRE IMPROVEMENTS.

SYMBOL	DESCRIPTION
	HEDGES, BUSHES, SHRUBS OR WOODS
	DECIDUOUS TREE
	CONIFEROUS TREE
	TREE STUMP
	CONCRETE, ASPHALT STREETS, ROADS OR DRIVES
	GRAVEL STREETS, ROADS OR DRIVES
	CONCRETE WALKS OR SLABS
	CURB AND GUTTER
	CATCH BASIN
	POWER POLE
	LIGHT POLE
	GUY WIRE
	STREET SIGN
	TELEPHONE RISER
	FLAG POLE
	EXISTING STRUCTURE
	MAILBOX
-x-x-x-	FENCE–LIGHT WOOD OR WIRE
	CULVERT
	RAILROAD TRACKS
	PROPERTY PIN
	CENTERLINE
	PROPERTY OR ROW LINE

SYMBOL	DESCRIPTION
	BASE LINE
	BASE LINE WITH POINT OF INTERSECTION
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	GAS METER OR REGULATOR
	WATER METER
	PROPOSED WATER VALVE
	EXISTING WATER VALVE
	FIRE HYDRANT
	CURBSTOP
	YARD HYDRANT
	PROPOSED–WATER SERVICE
	EXISTING–WATER SERVICE
-W-	EXISTING WATER MAIN
-STM-	EXISTING STORM SEWER
-SAN-	EXISTING SANITARY SEWER
	MANHOLE
	CLEANOUT
-E-	UNDERGROUND ELECTRICAL LINE
-T-	UNDERGROUND TELEPHONE LINE
-G-	UNDERGROUND GAS LINE
	DRAINAGE COURSE OR FLOW LINE
	EXISTING GROUND CONTOUR

REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of
Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

LOCATION MAP & NOTES

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

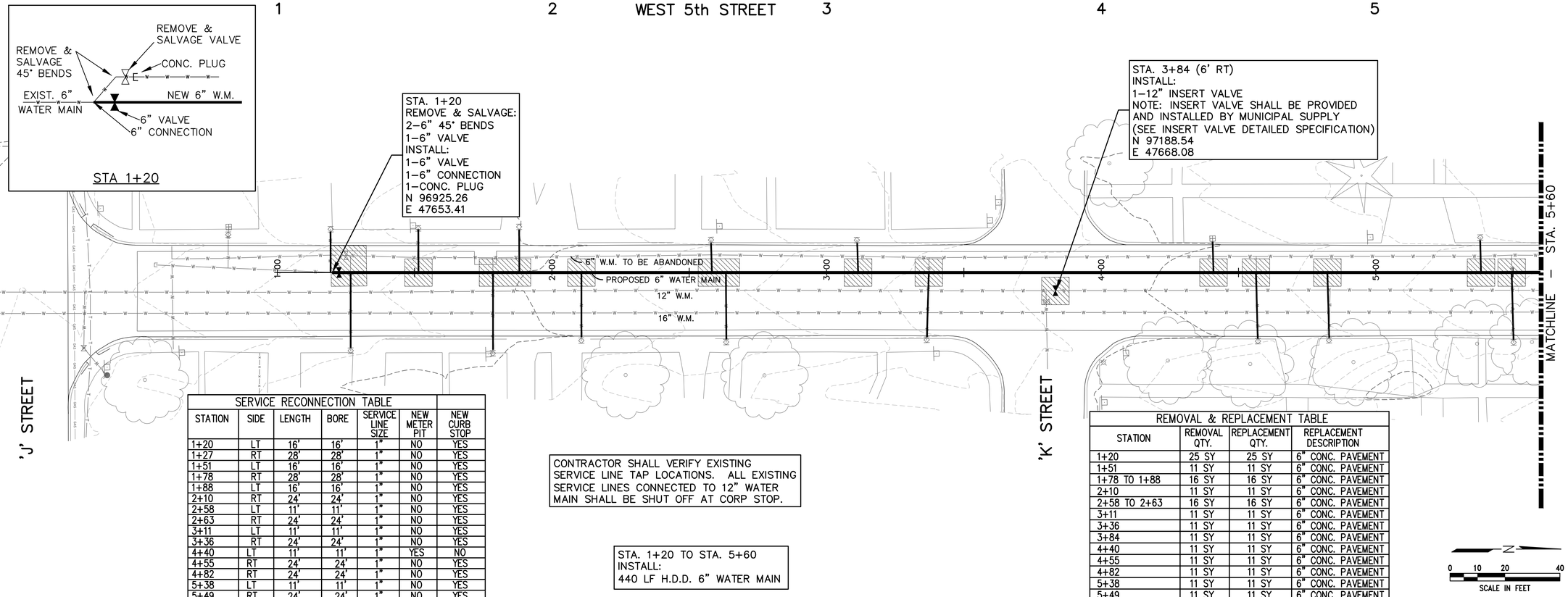
PROFESSIONAL ENGINEER
DAVID K. BLAU
E-14355
12-2-25
STATE OF NEBRASKA

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE:	
PROJECT NO.	200–C1–024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43227
DRAWN BY: BSF	APRV'D BY: DKB
SHEET	2

PLOTTED: 1/2/2025 9:27 AM SAVED: 1/2/2025 8:43 AM G:\Projects\200\200–C1–024\Civil–Dwgs\Sheet Drawings\Sht–Gen.dwg



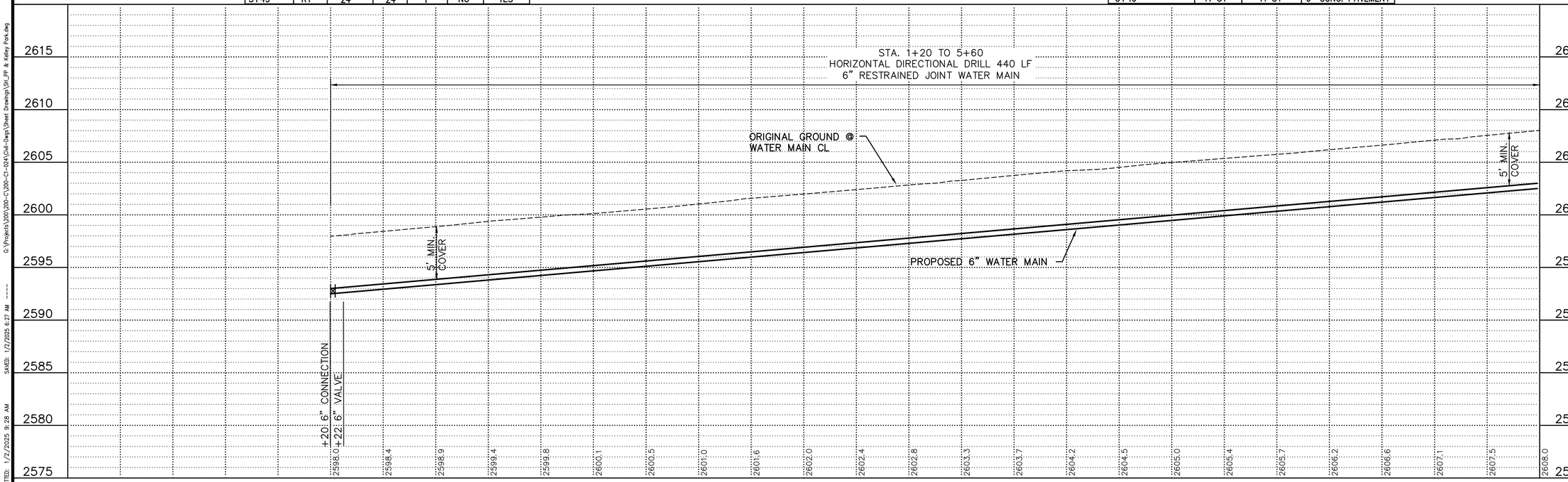
SERVICE RECONNECTION TABLE						
STATION	SIDE	LENGTH	BORE	SERVICE LINE SIZE	NEW METER PIT	NEW CURB STOP
1+20	LT	16'	16'	1"	NO	YES
1+27	RT	28'	28'	1"	NO	YES
1+51	LT	16'	16'	1"	NO	YES
1+78	RT	28'	28'	1"	NO	YES
1+88	LT	16'	16'	1"	NO	YES
2+10	RT	24'	24'	1"	NO	YES
2+58	LT	11'	11'	1"	NO	YES
2+63	RT	24'	24'	1"	NO	YES
3+11	LT	11'	11'	1"	NO	YES
3+36	RT	24'	24'	1"	NO	YES
4+40	LT	11'	11'	1"	YES	NO
4+55	RT	24'	24'	1"	NO	YES
4+82	RT	24'	24'	1"	NO	YES
5+38	LT	11'	11'	1"	NO	YES
5+49	RT	24'	24'	1"	NO	YES

CONTRACTOR SHALL VERIFY EXISTING SERVICE LINE TAP LOCATIONS. ALL EXISTING SERVICE LINES CONNECTED TO 12" WATER MAIN SHALL BE SHUT OFF AT CORP STOP.

STA. 1+20 TO STA. 5+60
INSTALL:
440 LF H.D.D. 6" WATER MAIN

REMOVAL & REPLACEMENT TABLE			
STATION	REMOVAL QTY.	REPLACEMENT QTY.	REPLACEMENT DESCRIPTION
1+20	25 SY	25 SY	6" CONC. PAVEMENT
1+51	11 SY	11 SY	6" CONC. PAVEMENT
1+78 TO 1+88	16 SY	16 SY	6" CONC. PAVEMENT
2+10	11 SY	11 SY	6" CONC. PAVEMENT
2+58 TO 2+63	16 SY	16 SY	6" CONC. PAVEMENT
3+11	11 SY	11 SY	6" CONC. PAVEMENT
3+36	11 SY	11 SY	6" CONC. PAVEMENT
3+84	11 SY	11 SY	6" CONC. PAVEMENT
4+40	11 SY	11 SY	6" CONC. PAVEMENT
4+55	11 SY	11 SY	6" CONC. PAVEMENT
4+82	11 SY	11 SY	6" CONC. PAVEMENT
5+38	11 SY	11 SY	6" CONC. PAVEMENT
5+49	11 SY	11 SY	6" CONC. PAVEMENT

0 10 20 40
SCALE IN FEET



REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

WEST 5th STREET PLAN & PROFILE

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

PROFESSIONAL CIVIL ENGINEER
DAVID K. BLAU
E-14355
STATE OF NEBRASKA

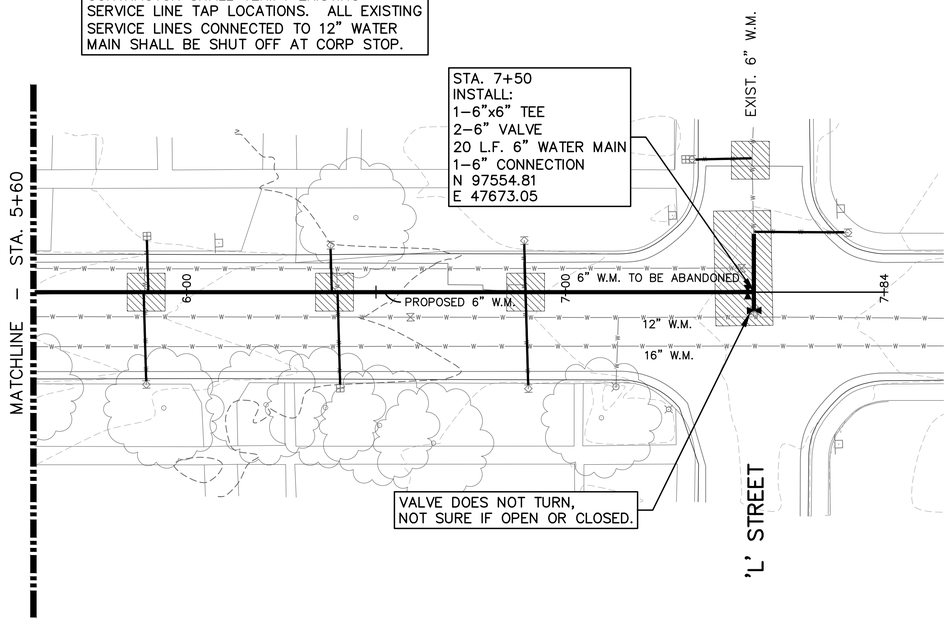
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE:	
PROJECT NO.	200–C1–024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43226
DRAWN BY: BSF	APRVD BY: DKB
SHEET	3

G:\Projects\200\200-C\200-C1-024\Civil-Dwgs\Sheet Drawings\SH_PP & Kelley Park.dwg
SAVED: 1/2/2025 6:27 AM
PLOTTED: 1/2/2025 9:28 AM

6 WEST 5th STREET 7

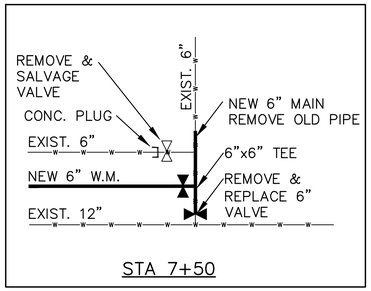
CONTRACTOR SHALL VERIFY EXISTING SERVICE LINE TAP LOCATIONS. ALL EXISTING SERVICE LINES CONNECTED TO 12" WATER MAIN SHALL BE SHUT OFF AT CORP STOP.



SERVICE RECONNECTION TABLE						
STATION	SIDE	LENGTH	BORE	SERVICE LINE SIZE	NEW METER PIT	NEW CURB STOP
5+88	RT	24'	24'	1"	NO	YES
5+89	LT	14'	14'	1"	YES	NO
6+38	LT	11'	11'	1"	NO	YES
6+39	RT	24'	24'	1"	YES	NO
6+89	RT	24'	24'	1"	NO	YES
6+89	LT	11'	11'	1"	NO	YES
* 7+50	LT	20'	20'	1"	YES	NO
* 7+50	LT	25'	25'	1"	NO	YES

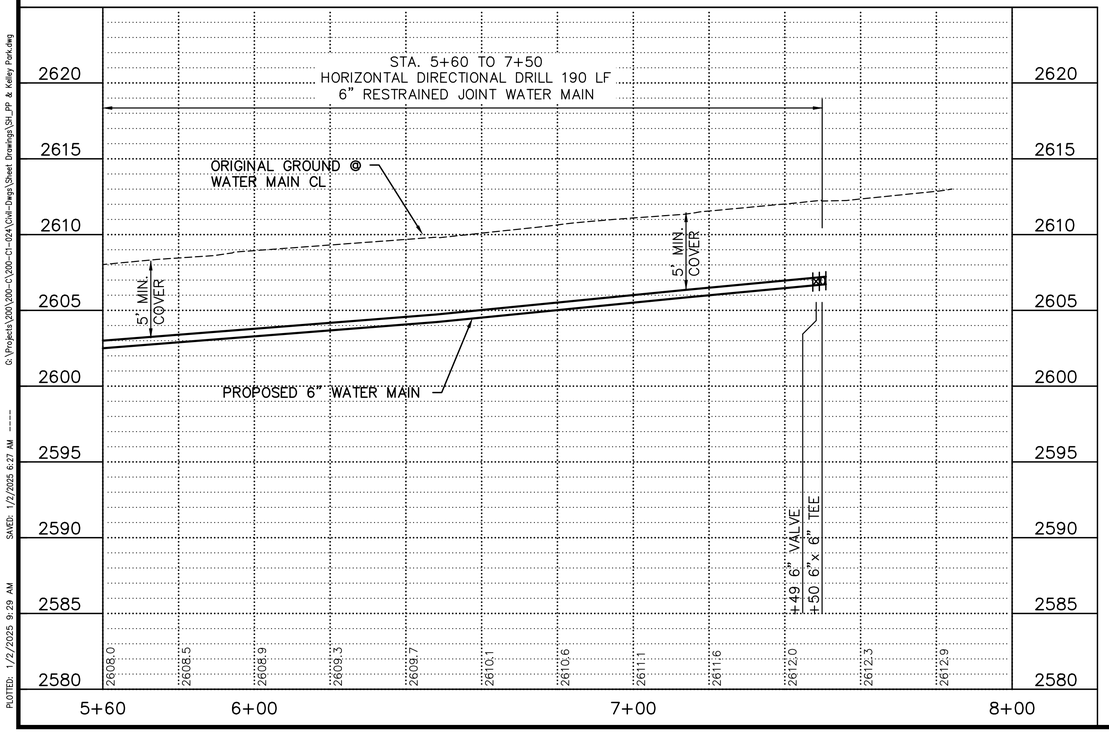
* NEW SERVICE LINE TAPPED FROM EXISTING MAIN

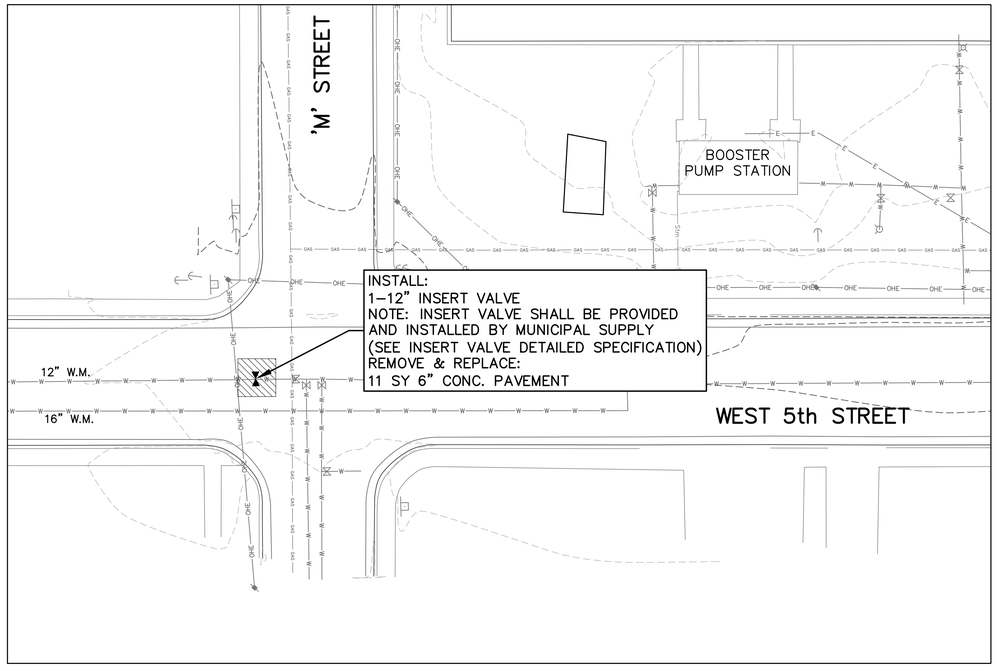
REMOVAL & REPLACEMENT TABLE			
STATION	REMOVAL QTY.	REPLACEMENT QTY.	REPLACEMENT DESCRIPTION
5+88 to 5+89	11 SY	11 SY	6" CONC. PAVEMENT
6+38 TO 6+39	11 SY	11 SY	6" CONC. PAVEMENT
6+89	11 SY	11 SY	6" CONC. PAVEMENT
7+40 TO 7+55	40 SY	40 SY	6" CONC. PAVEMENT
7+50 (35' LT)	11 SY	11 SY	6" CONC. PAVEMENT



STA 7+50

STA. 5+60 TO STA. 7+50
INSTALL:
190 LF H.D.D. 6" WATER MAIN





INSERT VALVE PLAN

0 10 20 40
SCALE IN FEET

REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

WEST 5th STREET PLAN & PROFILE

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

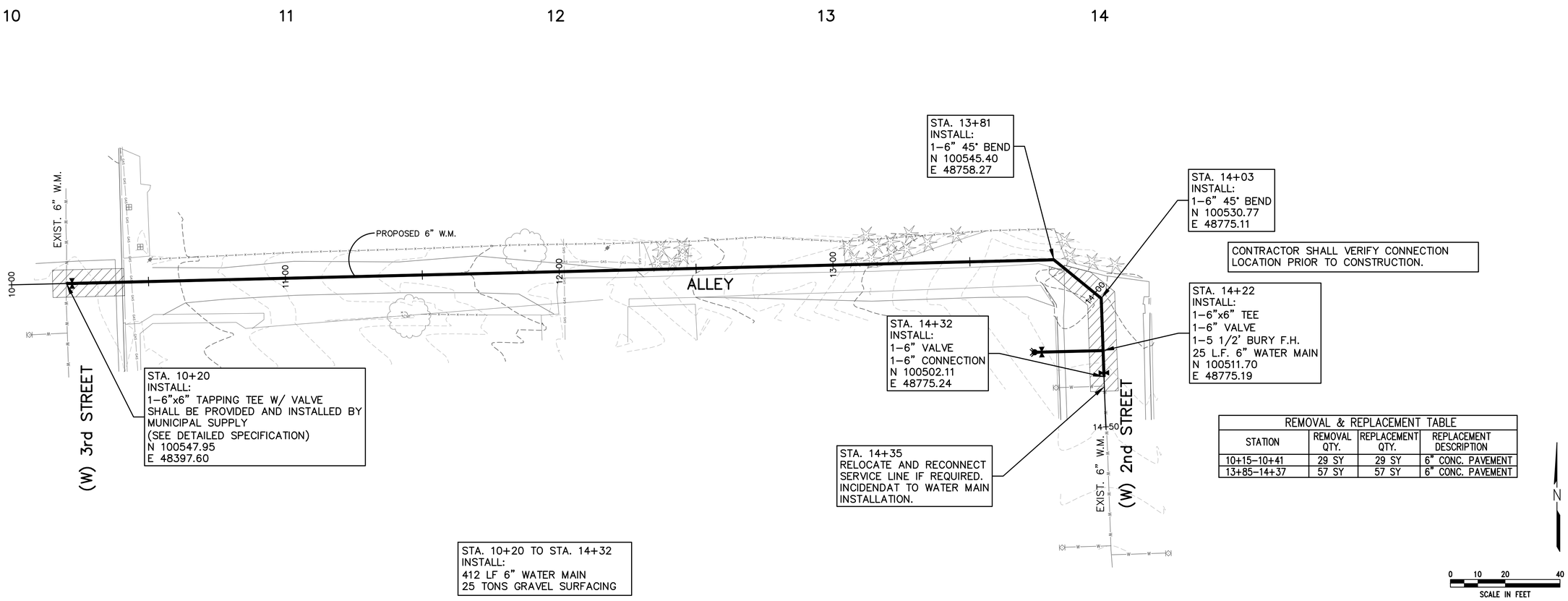
PROFESSIONAL CIVIL ENGINEER
DAVID K. BLAU
E-14355
12 9.25
STATE OF NEBRASKA

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

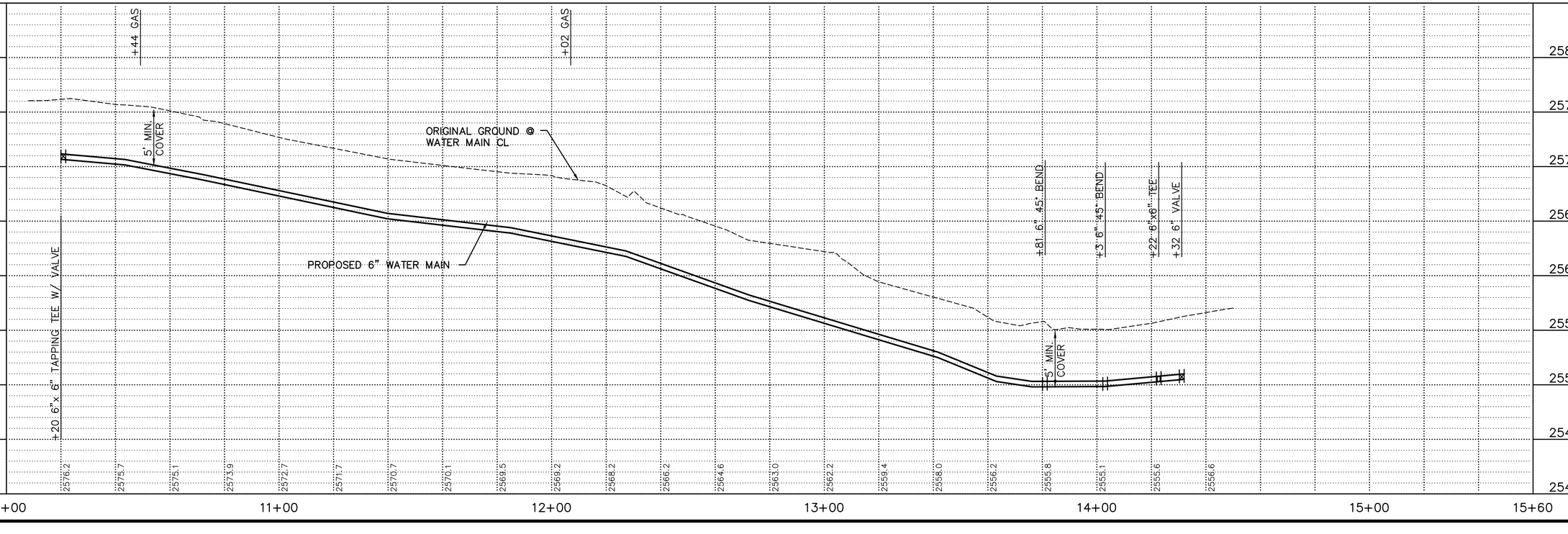
SCALE:	
PROJECT NO. 200–C1–024	
DATE: JANUARY, 2025	
FIELD BOOK	M&A DWG NO. 43225
DRAWN BY: BSF	APRV'D BY: DKB
SHEET 4	

G:\Projects\200\200–C\200–C1–024\Civil–Dwgs\Sheet Drawings\SH_PP & Kelley Park.dwg
SAVED: 1/2/2025 6:27 AM
PLOTTED: 1/2/2025 9:29 AM



REMOVAL & REPLACEMENT TABLE			
STATION	REMOVAL QTY.	REPLACEMENT QTY.	REPLACEMENT DESCRIPTION
10+15–10+41	29 SY	29 SY	6" CONC. PAVEMENT
13+85–14+37	57 SY	57 SY	6" CONC. PAVEMENT

STA. 10+20 TO STA. 14+32
INSTALL:
412 LF 6" WATER MAIN
25 TONS GRAVEL SURFACING



REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

ALLEY (2nd & 3rd) WATER MAIN PLAN & PROFILE

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

PROFESSIONAL ENGINEER
DAVID K. BLAU
E-14355
12-9-25
STATE OF NEBRASKA

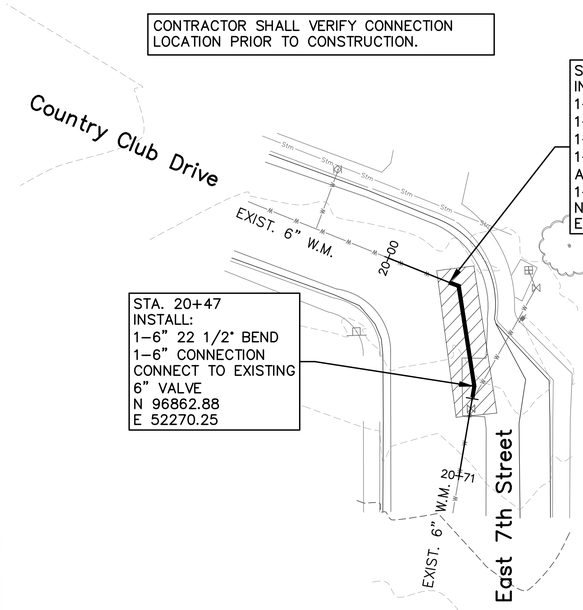
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE:	
PROJECT NO.	200–C1–024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43224
DRAWN BY: BSF	APRV'D BY: DKB
SHEET	5

G:\Projects\200\200-C\200-C1-024\Civil-Dwgs\Sheet Drawings\SH_PP & Kelley Park.dwg
SAVED: 1/2/2025 6:27 AM ----
PLOTTED: 1/2/2025 9:30 AM

CONTRACTOR SHALL VERIFY CONNECTION LOCATION PRIOR TO CONSTRUCTION.



STA. 20+17
INSTALL:
1–6" CONNECTION
1–6"x6" TEE
1–6" M.J. PLUG
1–6" TEMPORARY FLUSHING ASSEMBLY W/ SAMPLE TAP
1–6" 45° BEND
N 96890.48
E 52264.48

STA. 20+47
INSTALL:
1–6" 22 1/2° BEND
1–6" CONNECTION
CONNECT TO EXISTING 6" VALVE
N 96862.88
E 52270.25

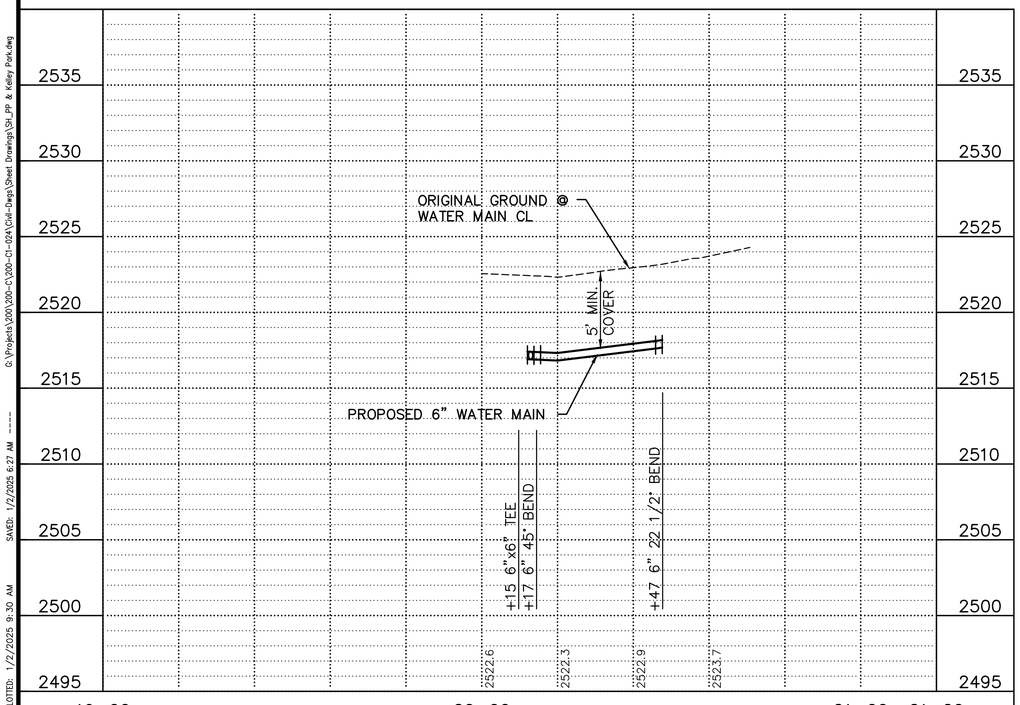
STA. 20+17 TO STA. 20+47
INSTALL:
30 LF 6" WATER MAIN

0 10 20 40
SCALE IN FEET

SERVICE RECONNECTION TABLE					
STATION	SIDE	LENGTH	BORE	SERVICE LINE SIZE	NEW METER PIT
* 20+21	LT	–	–	–	ABANDON SERVICE

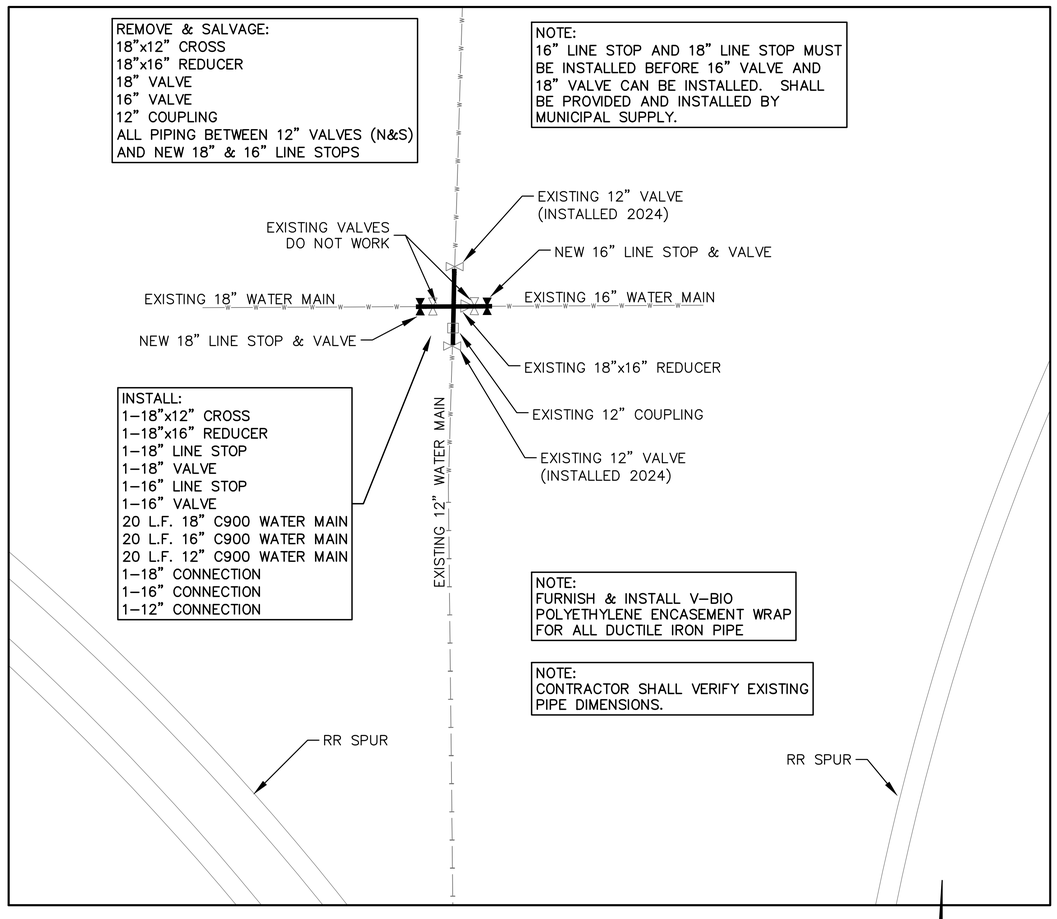
* CONTRACTOR SHALL REMOVE AND ABANDON ELECTRICAL TO PIT AND REMOVE EXISTING METER PIT.

REMOVAL & REPLACEMENT TABLE			
STATION	REMOVAL QTY.	REPLACEMENT QTY.	REPLACEMENT DESCRIPTION
20+17–20+47	45 SY	45 SY	6" CONC. PAVEMENT



REMOVE & SALVAGE:
18"x12" CROSS
18"x16" REDUCER
18" VALVE
16" VALVE
12" COUPLING
ALL PIPING BETWEEN 12" VALVES (N&S) AND NEW 18" & 16" LINE STOPS

NOTE:
16" LINE STOP AND 18" LINE STOP MUST BE INSTALLED BEFORE 16" VALVE AND 18" VALVE CAN BE INSTALLED. SHALL BE PROVIDED AND INSTALLED BY MUNICIPAL SUPPLY.



INSTALL:
1–18"x12" CROSS
1–18"x16" REDUCER
1–18" LINE STOP
1–18" VALVE
1–16" LINE STOP
1–16" VALVE
20 L.F. 18" C900 WATER MAIN
20 L.F. 16" C900 WATER MAIN
20 L.F. 12" C900 WATER MAIN
1–18" CONNECTION
1–16" CONNECTION
1–12" CONNECTION

NOTE:
FURNISH & INSTALL V-BIO POLYETHYLENE ENCASEMENT WRAP FOR ALL DUCTILE IRON PIPE

NOTE:
CONTRACTOR SHALL VERIFY EXISTING PIPE DIMENSIONS.

LINE STOP & VALVE PLAN
SOUTH OF BNSF MAIN LINES
NORTH OF BARNETT PARK RD.
(LUMP SUM BID ITEM)

0 10 20 40
SCALE IN FEET
N

REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

EAST 7th STREET WATER MAIN PLAN & PROFILE

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

PROFESSIONAL CIVIL ENGINEER
DAVID K. BLAU
E-14358
12-12-25
STATE OF NEBRASKA

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE:	
PROJECT NO.	200–C1–024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43223
DRAWN BY: BSF	APRV'D BY: DKB
SHEET	6

G:\Projects\200\200-C1-024\Civil-Dwgs\Sheet Drawings\Str_PP & Kelley Park.dwg
SAVED: 1/2/2025 6:27 AM
PLOTTED: 1/2/2025 9:30 AM

REMOVE & SALVAGE
METER PIT (INCIDENTAL TO
L.S. NEW SERVICE BID)

REMOVE & SALVAGE:
1–TEE
2–VALVES
INSTALL:
1–6" 90° BEND
1–6" VALVE
5 L.F. 6" WATER MAIN
1–6" CONNECTION
1–CONC. PLUG

INSTALL:
NEW SERVICE A – 2" SERVICE W/
METER PIT (LUMP SUM BID ITEM)

10' MIN.

INSTALL:
2" CURB STOP
RECONNECT 2" LINE
(PART OF L.S. BID ITEM)

10' MIN.

10' MIN.

INSTALL:
2" CURB STOP
RECONNECT 2" LINE
(PART OF L.S. BID ITEM)

INSTALL:
NEW SERVICE B –
1" SERVICE RECONNECTION
WITH NEW METER PIT
(LUMP SUM BID ITEM)

REMOVE & SALVAGE
METER PITS
(INCIDENTAL TO L.S.
NEW SERVICE BID)

INSTALL:
1–4" INSERT VALVE (IF REQUIRED)
1–4" M.J. PLUG (S)
1–CONC. PLUG (S)
INSERT VALVE SHALL BE PROVIDED AND
INSTALLED BY MUNICIPAL SUPPLY (SEE INSERT
VALVE DETAILED SPECIFICATION)

REMOVE & REPLACE:
11 SY 6" CONC. PAVEMENT

ABANDON 4" WATER MAIN

ABANDON 4" WATER MAIN

REMOVE & SALVAGE:
1–6"x4" TEE
1–4" VALVE (N)
1–2" VALVE (S)
INSTALL:
6–L.F. 6" WATER MAIN
1–6" CONNECTION
1–CONC. PLUG (N)
1–2" SADDLE
1–2" CORP
1–2" CURB STOP
NEW SERVICE D – 2" SERVICE
LINE W/ NEW METER PIT
(LUMP SUM BID ITEM)
REMOVE & REPLACE:
11 SY 6" CONC. PAVEMENT

INSTALL:
NEW SERVICE C –
1" SERVICE RECONNECTION WITH
EXISTING METER PIT
(LUMP SUM BID ITEM)

INSTALL:
1–6" INSERT VALVE
INSERT VALVE SHALL BE PROVIDED
AND INSTALLED BY MUNICIPAL
SUPPLY (SEE INSERT VALVE
DETAILED SPECIFICATION)

REMOVE & REPLACE:
11 SY 6" CONC. PAVEMENT

REMOVE & SALVAGE:
1–4" VALVE
1–6"x4" TEE
INSTALL:
1–CONC. PLUG (N)
6 L.F. 6" WATER MAIN
1–6" CONNECTION

REMOVE & REPLACE:
11 SY 6" CONC. PAVEMENT

INSTALL:
1–6" INSERT VALVE (IF REQUIRED)
INSERT VALVE SHALL BE PROVIDED
AND INSTALLED BY MUNICIPAL
SUPPLY (SEE INSERT VALVE
DETAILED SPECIFICATION)

REMOVE & REPLACE:
11 SY 6" CONC. PAVEMENT

EXIST. 6"
NEW 6" VALVE
NEW 6" 90° BEND
CONC. PLUG

Kelley Park Drive
EXIST. 6" W.M.
EXIST. 4" W.M.
Kelley Park Road
EXIST. 4" W.M.
EXIST. 6" W.M.
East 'M' Street
East 5th Street
KELLEY PARK
SWIMMING POOL

11
12
13
14
15
16
6
7
8
9
16
1

N

0 30 60 120
SCALE IN FEET

REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of
Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

KELLEY PARK WATER MAIN ABANDONMENT

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

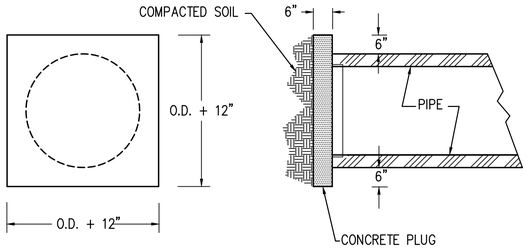
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

PROFESSIONAL CIVIL ENGINEER
DAVID K. BLAU
E-14355
LICENSED
STATE OF NEBRASKA

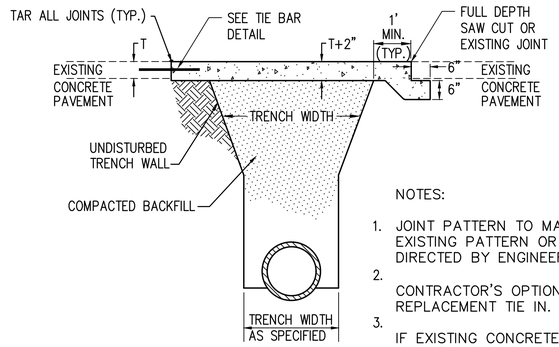
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE:	
PROJECT NO.	200–C1–024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43222
DRAWN BY: BSF	APRVD BY: DKB
SHEET	7

PLOTTED: 1/2/2025 9:31 AM
SAVED: 1/2/2025 6:27 AM
G:\Projects\200\200-C\200-C1-024\Civil-Dwgs\Sheet Drawings\SH_PP & Kelley Park.dwg

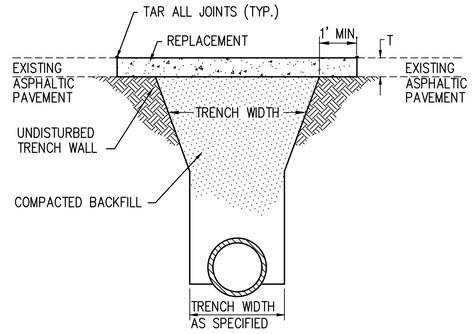


CONCRETE PLUG
FOR ABANDONMENT OF EXISTING PIPES
NO SCALE

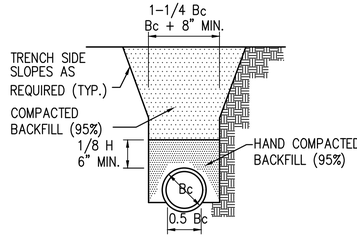


NOTES:
1. JOINT PATTERN TO MATCH EXISTING PATTERN OR AS DIRECTED BY ENGINEER.
2. CONTRACTOR'S OPTION FOR REPLACEMENT TIE IN.
3. IF EXISTING CONCRETE PAVEMENT IS NOT CAPABLE OF HOLDING TIE BAR. CONTRACTOR SHALL USE UNDER TOE.

CONCRETE PAVEMENT REPLACEMENT (CONCRETE)
NOT TO SCALE



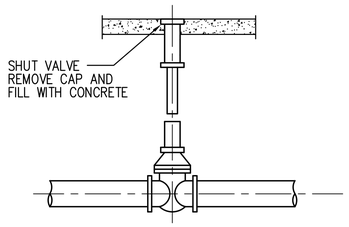
CONCRETE PAVEMENT REPLACEMENT (ASPHALTIC)
NO SCALE



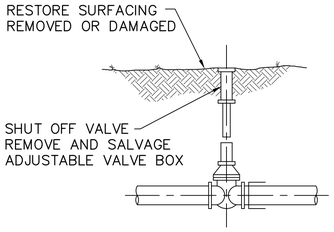
LEGEND
Bc = OUTSIDE DIAMETER
H = BACKFILL COVER ABOVE TOP OF PIPE
D = INSIDE DIAMETER
d = DEPTH OF BEDDING MATERIAL BELOW PIPE

SHAPED SUBGRADE

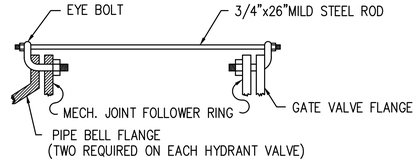
CLASS "C" BEDDING
NO SCALE



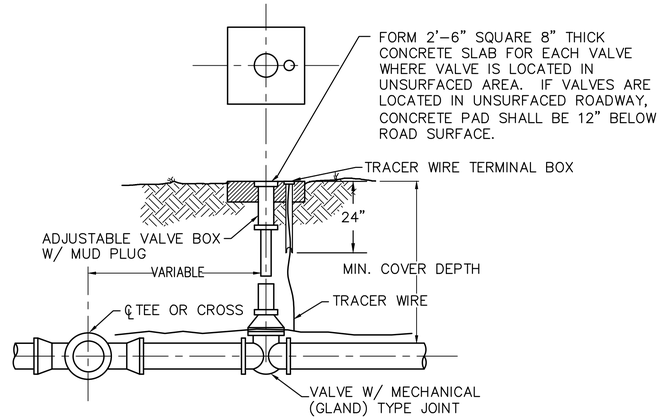
ABANDON EXISTING VALVE IN PLACE
SURFACED AREA
NO SCALE



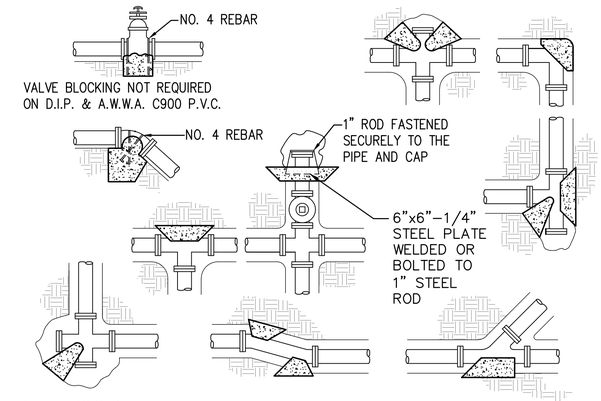
ABANDON EXISTING VALVE IN PLACE
NO SCALE



TIE ROD ASSEMBLY DETAIL
NO SCALE



VALVE & BOX DETAIL
NO SCALE



NOTES
CARE SHALL BE EXERCISED TO ASSURE JOINT, INCLUDING BOLTS, WILL BE ACCESSIBLE.

UNLESS OTHERWISE SPECIFIED CONC. MIX COMPRESSIVE STRENGTH SHALL BE 3,000 PSI AT 28 DAYS AND SHALL MEET REQUIREMENTS OF SECTION 11.15

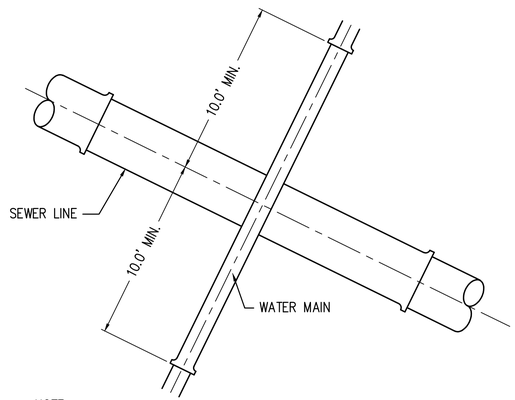
MINIMUM CURING TIME FOR CONCRETE ANCHORS SHALL BE 36 HOURS OR AS SPECIFIED IN SECTION 3.39C.

THIS DETAIL IS FOR BOTH VERT. AND HORIZ. PIPE

BEARING AREA OF BLOCK IN SQ. FT.

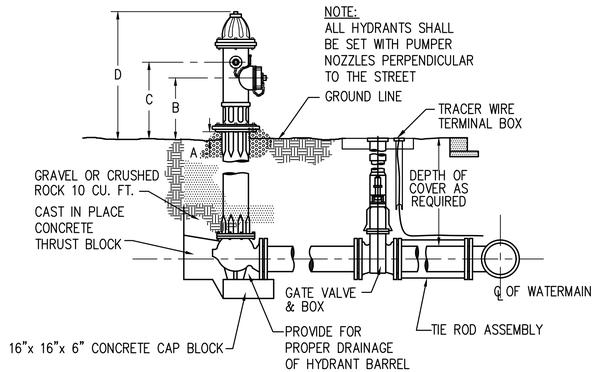
FITTING SIZES	VALVES TEES & DEAD ENDS	90° BEND	45° BEND	22-1/2° BEND	11-1/4° BEND
3" & SMALLER	0.7	1.0	0.5	0.3	0.2
4"	1.9	2.7	1.4	0.7	0.4
6"	4.2	6.0	3.2	1.7	0.8
8"	7.5	10.7	5.8	2.9	1.5
10"	11.8	16.7	9.0	4.6	2.3
12"	17.0	24.0	13.0	6.6	3.3
14"	23.1	32.7	17.7	9.0	4.5
16"	30.2	42.7	23.1	11.8	5.9
18"	38.2	54.0	29.2	14.9	7.5
20"	47.1	66.6	36.1	18.4	9.2
24"	67.9	96.0	51.9	26.5	13.3
30"	106.0	149.9	81.2	41.4	20.8
36"	152.7	215.9	116.9	59.6	29.9

STANDARD BLOCKING DETAILS
NO SCALE



NOTE:
WHERE A MINIMUM VERTICAL DISTANCE OF 18" (0.46M) BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER LINE CANNOT BE MAINTAINED, THE WATER MAIN SHALL BE RELOCATED AS PER WATER MAIN RELOCATION DETAIL. ALL OTHER MATERIALS REQUIRED BY ENGINEER OR ALIGNMENT SHALL BE AN EXTRA PAID IN ACCORDANCE BY UNIT BID PRICES.

SEWER CROSSING DETAIL
NO SCALE



DIMENSIONAL REQUIREMENTS				
SIZE	A	B	C	D
4 1/4"	2"	16"	21"	35"
4 1/2"	2"	16"	21"	35"
5 1/4"	2"	18"	23"	38"
6 1/4"	2"	19"	24"	40"

FIRE HYDRANT DETAIL
NO SCALE

REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

DETAILS

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

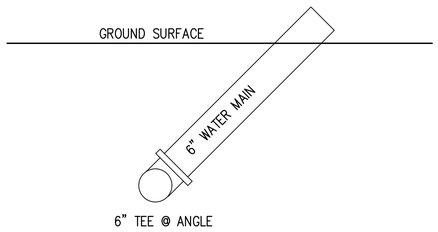
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

PROFESSIONAL ENGINEER
DAVID K. BLAU
E-14355
12 9,25
STATE OF NEBRASKA

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

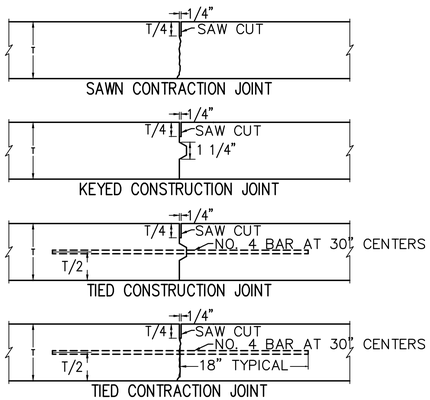
SCALE:	
PROJECT NO.	200-C1-024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43221
DRAWN BY: BSF	APRV'D BY: DKB
SHEET	8

G:\Projects\200\200-C\200-C1-024\Civil-Dwgs\Sheet Drawings\Sht-Gen.dwg
SAVED: 1/2/2025 8:43 AM ----
PLOTTED: 1/2/2025 9:33 AM



TEMPORARY FLUSHING ASSEMBLY (INCIDENTAL)

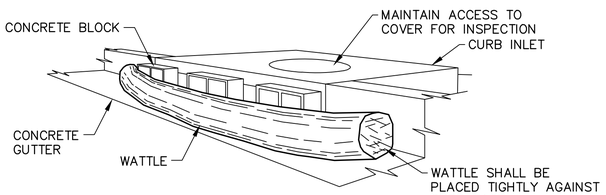
NO SCALE

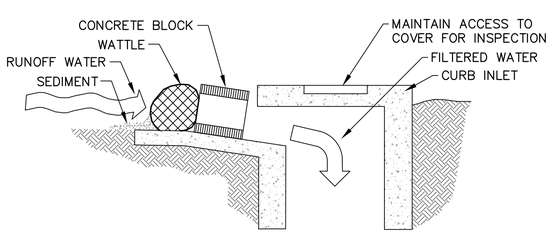


NOTE: SEAL JOINTS AS SPECIFIED.

CONCRETE JOINT DETAIL

NO SCALE





NOTES:

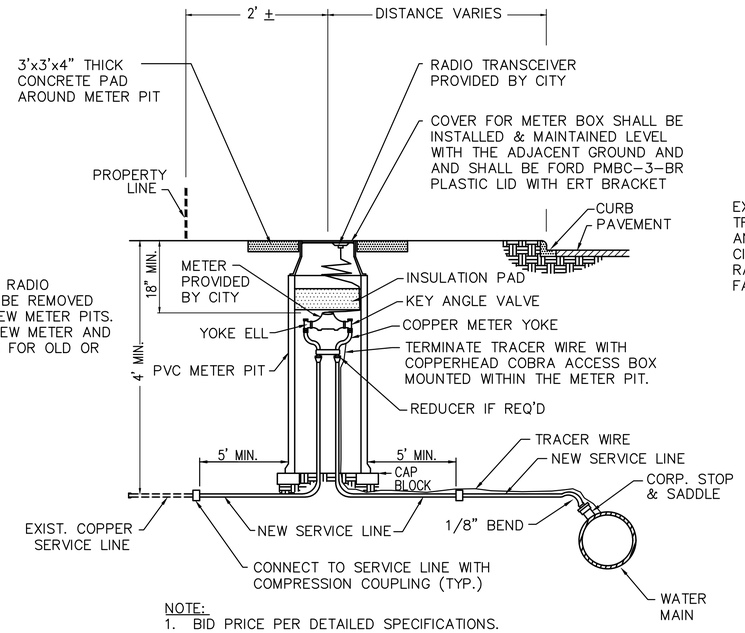
1. THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

2. DEPENDING ON THE OPENING OF THE INLET, THE CONCRETE BLOCK MAY HAVE TO BE PLACED VERTICAL.

CURB INLET PROTECTION

NO SCALE

EXISTING METER AND RADIO TRANSCEIVER SHALL BE REMOVED AND INSTALLED IN NEW METER PITS. CITY WILL PROVIDE NEW METER AND RADIO TRANSCEIVERS FOR OLD OR FAILING METERS.



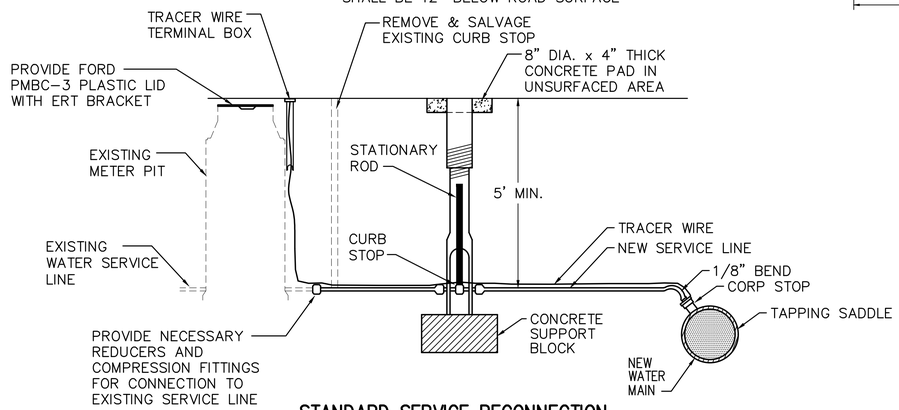
NOTE:

1. BID PRICE PER DETAILED SPECIFICATIONS.
2. MATERIAL SERIES SPECIFIED WILL REQUIRE PROPER SIZED FITTINGS FOR METER SIZE INSTALLED.
3. PROVIDE POLYETHYLENE ENCASEMENT FOR ALL SADDLES, VALVES AND FITTINGS.

STANDARD SERVICE RECONNECTION WITH NEW METER PIT (5/8" X 3/4" METERS)

NO SCALE

NOTE: IF VALVES ARE LOCATED IN UNSURFACED ROADWAY, CONCRETE PAD SHALL BE 12" BELOW ROAD SURFACE

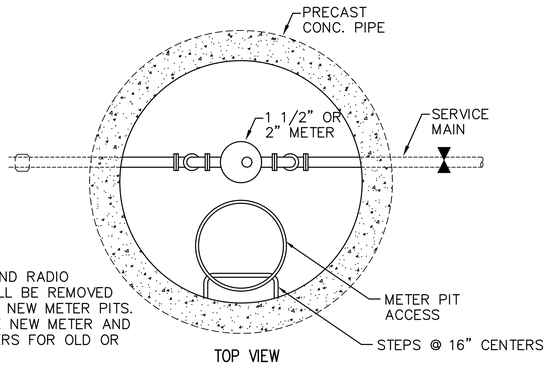


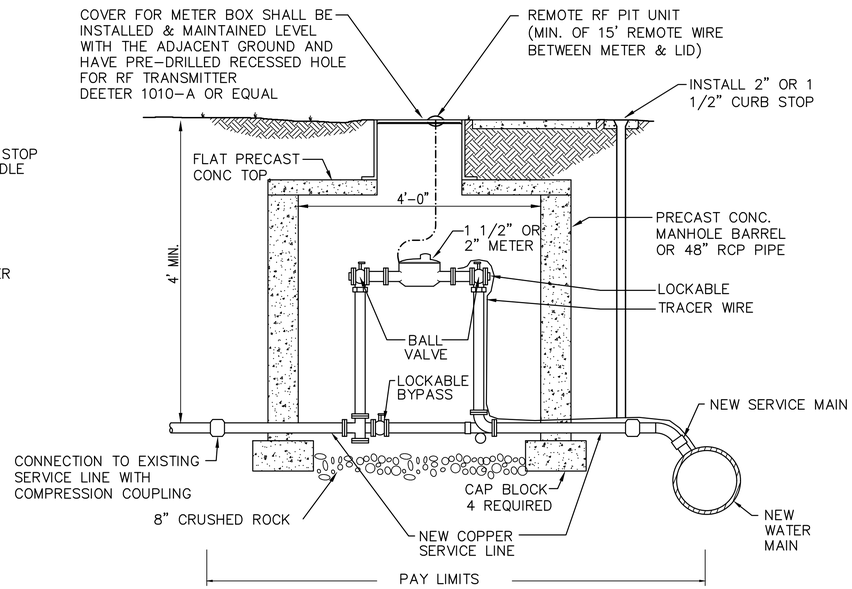
STANDARD SERVICE RECONNECTION WITHOUT METER PIT & SETTER

NO SCALE

NOTE:
PROVIDE POLYETHYLENE ENCASEMENT FOR ALL SADDLES, VALVES AND FITTINGS.

EXISTING METER AND RADIO TRANSCEIVER SHALL BE REMOVED AND INSTALLED IN NEW METER PITS. CITY WILL PROVIDE NEW METER AND RADIO TRANSCEIVERS FOR OLD OR FAILING METERS.





STANDARD METER PIT INSTALLATION INCLUDING NEW SERVICE LINE (1 1/2" – 2" METERS)

NOTE:

1. PIPE, TRACER WIRE, COUPLINGS, FITTINGS, EXCAVATION, ETC. FOR METER PIT INCIDENTAL TO COST OF INSTALLATION.
2. METER YOKE SHALL HAVE 12" RISER HEIGHT.
3. APPLY DOUBLE BEAD OF 1" x 1" SQUARE MASTIC TO ALL MATING SURFACES OF M.H. SECTIONS, AND BETWEEN FLAT TOP AND RING & COVER.
4. ALL VERTICAL EXTERIOR WALL SURFACES SHALL RECEIVE A FIBERED ASPHALT COMPOUND TO A FINAL WET THICKNESS OF 1/8 INCH. PROVIDE COATING MEETING ASTM D449 EQUAL TO SONNEBORN HYDROXIDE 700 B SEMI-MASTIC.
5. PROVIDE STEPS ON 16" CENTERS
6. PROVIDE INSULATION PAD OR METER BLANKET PER SPECIFICATIONS.

REVISIONS	BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

DETAILS

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

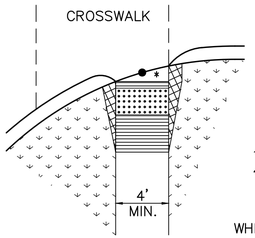
PROFESSIONAL CIVIL ENGINEER
DAVID K. BLAU
E-14355
12 9,25
STATE OF NEBRASKA

VERIFY SCALES

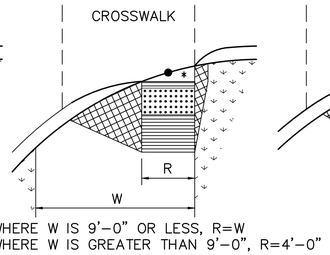
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE:	
PROJECT NO.	200-C1-024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43220
DRAWN BY: BSF	APRV'D BY: DKB
SHEET	9

G:\Projects\200\200-C\200-C1-024\Civil-Dwgs\Sheet Drawings\Sht-Gen.dwg
SAVED: 1/2/2025 8:43 AM
PLOTTED: 1/2/2025 9:33 AM

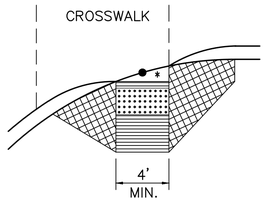


TYPE I

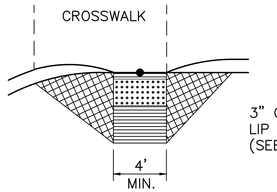


WHERE W IS 9'–0" OR LESS, R=W
WHERE W IS GREATER THAN 9'–0", R=4'–0"

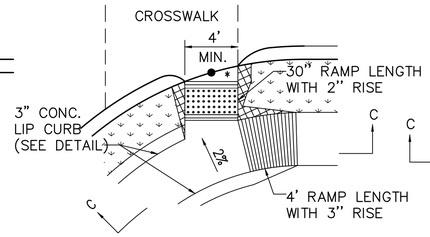
TYPE II



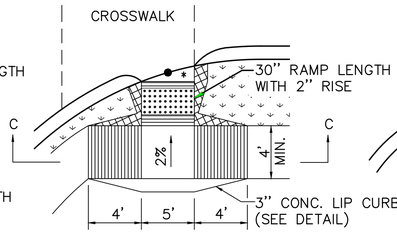
TYPE III



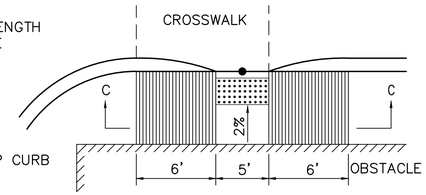
TYPE IV



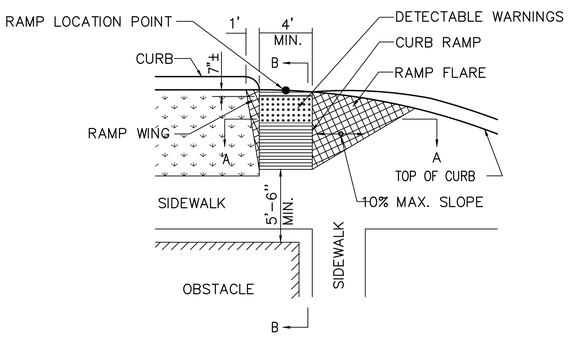
TYPE V



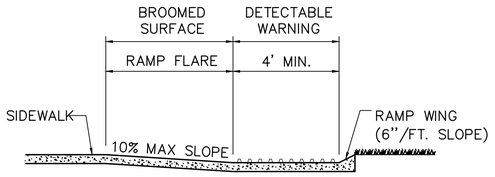
TYPE VI



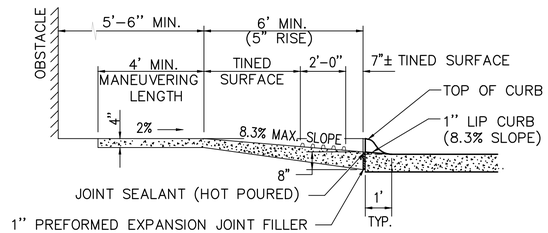
TYPE VII



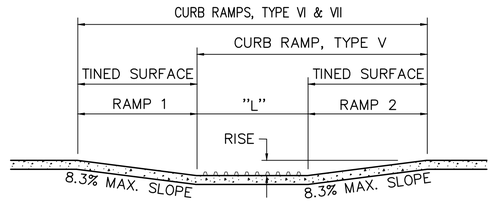
TYPICAL CURB RAMP DETAIL



SECTION A–A
TYPICAL RAMP CROSS SECTION

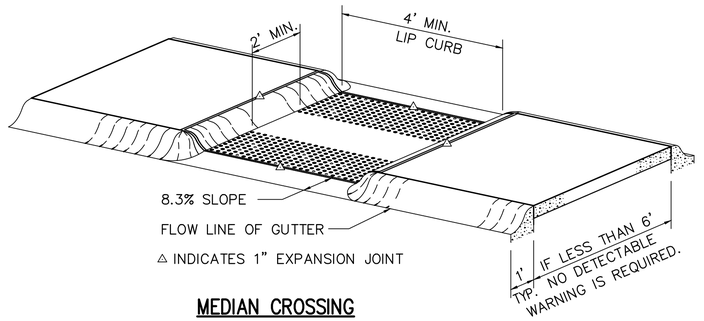


SECTION B–B
TYPICAL RAMP PROFILE

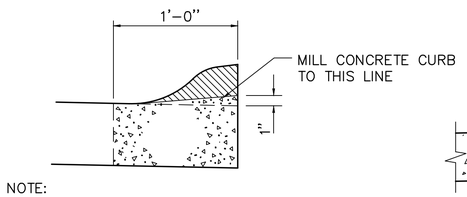


CURB RAMP	RISE	"L"	RAMP 1	RAMP 2
TYPE V	3"	VAR.	N/A	4'
TYPE VI	3"	5'	4'	4'
TYPE VII	5"	5'	6'	6'

SECTION C–C
TYPICAL RAMP CROSS SECTION



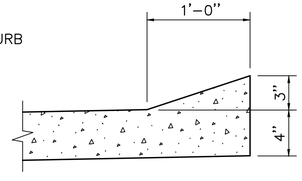
MEDIAN CROSSING



NOTE:

COMBINATION CONCRETE CURB AND GUTTER MAY BE REMOVED AND REPLACED IN LIEU OF MILLING.

CURB REMOVAL DETAIL



3" CONCRETE LIP CURB DETAIL

NOTES:

THE NORMAL GUTTER LINE PROFILE SHALL BE MAINTAINED THROUGH THE AREA OF THE CURB RAMP.

THE SURFACE OF ALL CURB RAMPS SHALL BE TINED TRANSVERSELY TO THE SLOPE OF THE CURB RAMP. THE TINES SHALL PRODUCE GROOVES APPROXIMATELY 1/8" WIDE AND 3/16" DEEP ON 1/2" CENTERS. ALL FLARES AND WINGS SHALL BE BROOMED.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.

THE RAMP FLARES SHALL BE CONSTRUCTED WITH A 10% SLOPE AT RIGHT ANGLES TO THE SLOPE OF THE CURB RAMP, TYPES II, III & IV.

THE SLOPE OF SIDEWALKS APPROACHING CURB RAMPS (OR THEIR FLARES) SHALL BE FLAT ENOUGH TO PROVIDE RECOVERY AREAS FOR WHEELCHAIRS ENTERING OR EXITING THE RAMPS.

THE WORK OF CONSTRUCTING THESE RAMPS SHALL BE MEASURED AND PAID FOR AS A PART OF THE WORK FOR "CONCRETE SIDEWALKS", "CONCRETE MEDIAN SURFACING" OR "CONCRETE BIKEWAY". THE WORK OF MODIFICATION OF NEW OR EXISTING CURB WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS OF WORK FOR WHICH DIRECT PAYMENT IS MADE.

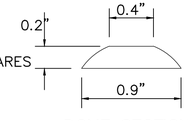
MAXIMUM PERCENT OF SLOPES ARE RELATIVE TO THE SLOPE OF THE ADJACENT SIDEWALK.

DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP. THEY SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6" TO 8" FROM THE CURB LINE.

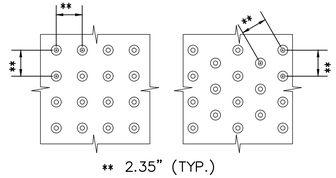
* INDICATES 2% SLOPE TOWARDS STREET.

LEGEND

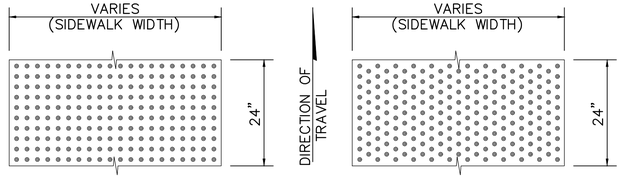
- DETECTABLE WARNINGS
- TINED CURB RAMPS
- BROOMED RAMP WINGS & FLARES
- MILLED CONCRETE
- GRASS OR NON WALKING SURFACE



DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

REVISIONS | BY

Miller & Associates
Consulting Engineers, P.C.
Kearney, NE (308) 234-6456
McCook, NE (308) 345-3710
Nebraska Certificate of
Authorization No. CA0021

WATER DISTRIBUTION IMPROVEMENTS - REVISED PROJECT #2

DETAILS

SEC. 19, 20 & 29, T3N, R29W, RED WILLOW CO., McCOOK, NEBRASKA

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Miller & Associates and is not to be used in whole or in part, for any other project without the written authorization of © 2024 Miller & Associates.

PROFESSIONAL CIVIL ENGINEER
DAVID K. BLAU
E-14358
12-12-25
STATE OF NEBRASKA

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SCALE:	
PROJECT NO.	200–C1–024
DATE:	JANUARY, 2025
FIELD BOOK	M&A DWG NO. 43219
DRAWN BY: BSF	APRV'D BY: DKB
SHEET	10

G:\Projects\200\200-C\200-C1-024\Civil-Dwgs\Sheet Drawings\Sht-Gen.dwg
SAVED: 1/2/2025 8:43 AM
PLOTTED: 1/2/2025 9:35 AM

CITY MANAGER'S REPORT
JANUARY 20, 2025 CITY COUNCIL MEETING

ITEM: **3.F.**

RECOMMENDATION:
APPROVE THE SPECIFICATIONS FOR THE 2025 CRACK SEALING PROJECT AND SET THE TIME AND DATE OF BID AT 2:30 P.M. ON FEBRUARY 11, 2025.

BACKGROUND
This is the annual crack sealing specifications done by the City of McCook. The bid is for one semi load of crack sealing material, applied, with an option to add additional material.

FISCAL IMPACT: None.

APPROVALS:

Greg Wolford, W Design Associates — Date: 13 Jan 25

Kyle Potthoff, Public Works Director — Date: 1/14/25

Nate Schneider, City Manager — Date: 1-14-25

ADVERTISEMENT FOR BIDS

The CITY OF McCOOK, Nebraska will receive sealed bids for the 2025 Crack Sealing Project and associated work as described in the Plans and Specifications at the Office of the City Clerk, McCook Municipal Center, P.O. Box 1059, 505 West "C" Street, McCook, Nebraska until 2:30 P.M. CST on February 11, 2025 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center.

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.

Dated this 20th day of January, 2025.

-s- Lea Ann Doak
City Clerk

Publish: January 23, 30, and February 6, 2025.

SPECIFICATIONS

FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

2025 CRACK SEALING PROJECT

JANUARY, 2025



CERTIFICATE OF AUTHORIZATION: CA0011

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

TABLE OF CONTENTS

GENERAL INSTRUCTIONS	SECTION OR PAGE
Advertisement for Bids	00020
Instructions to Bidders	00100
Proposal Form	00310
Contract	00500
GENERAL CONDITIONS AND CONSTRUCTION CONTRACT	
General Conditions –	
NDOT Standard Specifications for Highway Construction - 2017	**
Supplementary Conditions	00800
DETAILED SPECIFICATIONS	
SUMMARY OF WORK	01010
ALTERNATE MATERIALS OR METHODS	01100
EXISTING FACILITIES	01800
CHANGES TO STANDARD SPECIFICATIONS - TECHNICAL	01805

** ***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 2025 Crack Sealing Project and associated work as described in the Plans and Specifications until 2:30 P.M. Central Time at the Office of the City Clerk, 505 West C. Street, McCook, Nebraska on February 11, 2025 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 at 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: January 21, 2025
Publish: January 23, 30, February 6, 2025

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

_____, 2025

City Council
505 W. C Street
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 "2025 CRACK SEALING PROJECT", McCook, Nebraska dated January, 2025 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 Crafco 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 11, 2025. 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 – 2025 SAMPLE CRACK SEALING CONTRACT

THIS AGREEMENT entered into this _____ day of _____ in the year TWO THOUSAND AND TWENTY-FIVE 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. 2025 CRACK SEALING PROJECT

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	PRICE EA.	TOTALS
1.	Pallet of Crafco 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 January, 2025.

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 _____, 2025 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 _____ 2025.

APPROVED:

By _____

Date _____

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

By _____

Date _____

_____
_____
_____

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 Crafco 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 11, 2025.

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 Crafco 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

SPECIFICATIONS

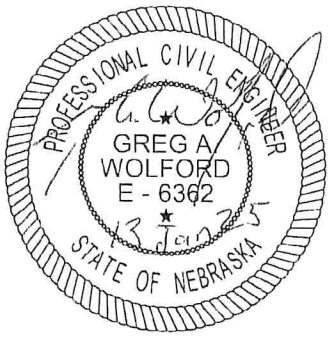
FOR

CITY STREET CRACK SEALING

McCOOK, NEBRASKA

205 CRACK SEALING PROJECT

JANUARY, 2025



CERTIFICATE OF AUTHORIZATION: CA0011

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

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO: 3.G Ratify Amendment #4 to Project No. 200-C1-021, an Agreement dated March 4, 2019, between Miller & Associates and the City of McCook.

ITEM NO: 3.H Ratify Amendment #1 to Project No. 200-C1-024, an agreement dated May 29, 2024, between Miller and Associates and the City of McCook.

BACKGROUND:

On March 4, 2019 and May 29, 2024, the City of McCook entered into two separate contracts with Miller & Associates. The 2019 contract was for the West 5th Street transmission main project, 12 inch main replacement on West 1st Street, and the South Street main replacement projects. The 2024 contract was for the West 5th Street water main abandonment and service relocation, East 7th Street and Country Club Drive connection, and the West 2nd Street and West 3rd Street looping main project. The 12 inch main replacement project contemplated in the 2019 contract was cancelled. It is necessary to amend these two contracts in order to utilize the remaining SRF funds that were to be used on the West 5th Street transmission main project and transfer the funds to the 2024 contractual improvements. Staff wants to ensure that we do not leave any SRF funds unused.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Pat Fawver, Utilities Director — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

AMENDMENT #4
Project No. 200-C1-021

The **Agreement** dated March 4, 2019, between **Miller & Associates, Consulting Engineers, P.C., 109 East 2nd Street, McCook, NE 69001** ("ENGINEER"), and **City of McCook, PO Box 1059, McCook, NE 69001** ("OWNER"), for a PROJECT generally described as: *West 5th Street Transmission Main 2019*, is hereby amended as follows:

DELETE the following:

Project Name/Location: Remaining Scope of Work associated with DWSRF Project No. 2. Remaining Design, Permitting and Construction Phase Services for Project No. 2 [replacement or improvement of 12-inch water main on East 1st Street from South Street to A Street].

Fee Arrangement: A lump sum of $10,850 will be reduced from the design fee for reduced scope. Construction observation services will be reduced by $24,000. The Stormwater Pollution Prevention Plan will not be prepared for the Lump Sum Fee of $1,500.

Accepted this 8th day of January 2025.

OWNER: City of McCook

Nathan A. Schneider
City Manager

Attest:
Lea Ann Doak
City Clerk

ENGINEER: Miller & Associates, Consulting Engineers, P.C.

David K. Dhuy, P.E.

AMENDMENT #1
Project No. 200-C1-024

The **Agreement** dated May 29, 2024, between **Miller & Associates, Consulting Engineers, P.C., 109 East 2nd Street, McCook, NE 69001** ("ENGINEER"), and **City of McCook, PO Box 1059, McCook, NE 69001** ("OWNER"), for a PROJECT generally described as: *West 5th Street Water Main Abandonment and Service Relocation, East 7th Street and Country Club Drive Connection, West 2nd Street and West 3rd Street Looping Main,* is hereby amended as follows:

ADD the following:

PROJECT NAME/LOCATION: Change West 5th Water main and abandonment and service relocation to Water Main Replacement – Revised Project #2, ADD distribution valves, fittings and water main replacement with 16" and 18" line stops and valves south of BNSF main lines; ADD Kelley Park water main abandonments and service line replacements.

In addition, ENGINEER shall provide services to comply with NDEE-SRF Program Requirements, including labor compliance services.

SCOPE/INTENT AND EXTENT OF SERVICES: As defined in the original Agreement.

FEE ARRANGEMENT: An additional lump sum design fee of $32,500 will be invoiced for fieldwork, drafting, design, permit applications, and preparation of bidding documents. Construction observation services will be invoiced on an hourly basis not to exceed an additional $14,500 for an additional 28-day construction period. For the purposes of this Agreement, the hourly fees and rates will remain as indicated in the original agreement.

Accepted this 8th day of January, 2025.

OWNER: City of McCook

Nathan A. Schneider
City Manager

Attest:
Lea Ann Doak
Lea Ann Doak
City Clerk

ENGINEER: Miller & Associates, Consulting Engineers, P.C.

David K. Blue, P.E.

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO: 3.G Ratify Amendment #4 to Project No. 200-C1-021, an Agreement dated March 4, 2019, between Miller & Associates and the City of McCook.

ITEM NO: 3.H Ratify Amendment #1 to Project No. 200-C1-024, an agreement dated May 29, 2024, between Miller and Associates and the City of McCook.

BACKGROUND:

On March 4, 2019 and May 29, 2024, the City of McCook entered into two separate contracts with Miller & Associates. The 2019 contract was for the West 5th Street transmission main project, 12 inch main replacement on West 1st Street, and the South Street main replacement projects. The 2024 contract was for the West 5th Street water main abandonment and service relocation, East 7th Street and Country Club Drive connection, and the West 2nd Street and West 3rd Street looping main project. The 12 inch main replacement project contemplated in the 2019 contract was cancelled. It is necessary to amend these two contracts in order to utilize the remaining SRF funds that were to be used on the West 5th Street transmission main project and transfer the funds to the 2024 contractual improvements. Staff wants to ensure that we do not leave any SRF funds unused.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Pat Fawver, Utilities Director — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

AMENDMENT #4
Project No. 200-C1-021

The **Agreement** dated March 4, 2019, between **Miller & Associates, Consulting Engineers, P.C., 109 East 2nd Street, McCook, NE 69001** ("ENGINEER"), and **City of McCook, PO Box 1059, McCook, NE 69001** ("OWNER"), for a PROJECT generally described as: *West 5th Street Transmission Main 2019*, is hereby amended as follows:

DELETE the following:

Project Name/Location: Remaining Scope of Work associated with DWSRF Project No. 2. Remaining Design, Permitting and Construction Phase Services for Project No. 2 [replacement or improvement of 12-inch water main on East 1st Street from South Street to A Street].

Fee Arrangement: A lump sum of $10,850 will be reduced from the design fee for reduced scope. Construction observation services will be reduced by $24,000. The Stormwater Pollution Prevention Plan will not be prepared for the Lump Sum Fee of $1,500.

Accepted this 8th day of January 2025.

OWNER: City of McCook

Nathan A. Schneider
City Manager

Attest:
Lea Ann Doak
City Clerk

ENGINEER: Miller & Associates, Consulting Engineers, P.C.

David K. Dhuy, P.E.

AMENDMENT #1
Project No. 200-C1-024

The **Agreement** dated May 29, 2024, between **Miller & Associates, Consulting Engineers, P.C., 109 East 2nd Street, McCook, NE 69001** ("ENGINEER"), and **City of McCook, PO Box 1059, McCook, NE 69001** ("OWNER"), for a PROJECT generally described as: *West 5th Street Water Main Abandonment and Service Relocation, East 7th Street and Country Club Drive Connection, West 2nd Street and West 3rd Street Looping Main,* is hereby amended as follows:

ADD the following:

PROJECT NAME/LOCATION: Change West 5th Water main and abandonment and service relocation to Water Main Replacement – Revised Project #2, ADD distribution valves, fittings and water main replacement with 16" and 18" line stops and valves south of BNSF main lines; ADD Kelley Park water main abandonments and service line replacements.

In addition, ENGINEER shall provide services to comply with NDEE-SRF Program Requirements, including labor compliance services.

SCOPE/INTENT AND EXTENT OF SERVICES: As defined in the original Agreement.

FEE ARRANGEMENT: An additional lump sum design fee of $32,500 will be invoiced for fieldwork, drafting, design, permit applications, and preparation of bidding documents. Construction observation services will be invoiced on an hourly basis not to exceed an additional $14,500 for an additional 28-day construction period. For the purposes of this Agreement, the hourly fees and rates will remain as indicated in the original agreement.

Accepted this 8th day of January, 2025.

OWNER: City of McCook

Nathan A. Schneider
City Manager

Attest:
Lea Ann Doak
Lea Ann Doak
City Clerk

ENGINEER: Miller & Associates, Consulting Engineers, P.C.

David K. Blue, P.E.

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.I. Approve and enter into a Nuisance Abatement Agreement with West Central Nebraska Development District, Inc.(WCNDD)

ITEM NO. 3.J. Approve Resolution No. 2025-02 approving the appointment of West Central Nebraska Development District, Inc. (WCNDD) to act as Nuisance Officer for the City of McCook.

BACKGROUND:

The West Central Nebraska Development District, Inc (WCNDD) requests the McCook City Council approve and sign the Nuisance Abatement Agreement for 2025, which outlines the fees and the section of the city that the Nuisance Abatement Officer for WCNDD will be responsible for in 2025.

City staff is requesting the City Council to approve Resolution 2025-02 which approves the appointment of WCNDD to act as Nuisance Officer for the City of McCook.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

RESOLUTION NO. 2025-02
APPOINTMENT OF NUISANCE OFFICER

The Mayor and Council of the City of McCook (hereinafter the City), in regular session assembled at the City Council Chambers in McCook, Nebraska on this 20th day of January, 2025, hereby resolve as follows:

WHEREAS, The City desires to appoint a Nuisance Officer pursuant to the City Code of Ordinances (ARTICLE 5, Section 2-503, Article 1).

WHEREAS, West Central Nebraska Development District (hereinafter WCNDD) is fully willing, able and qualified to act as Nuisance Officer for the City.

NOW THEREFORE BE IT RESOLVED that the City approves the appointment of WCNDD to act as Nuisance Officer for the City for a period of twelve (12) months; from January 1, 2025 to December 31, 2025.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor is authorized to sign this resolution, and that any ordinance or resolution in conflict with this Resolution is hereby revoked to any part in conflict herewith.

PASSED THIS 20th DAY OF JANUARY, 2025.

_____
Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

_____
Lea Ann Doak, City Clerk

CITY OF McCOOK, RED WILLOW, NEBRASKA
NUISANCE ABATEMENT
PROFESSIONAL SERVICES AGREEMENT
2025

COMMUNITY:	McCook, Red Willow, Nebraska
CONSULTANT:	West Central Nebraska Development District, Inc.
FEE:	$21,660.00
DISCOUNT:	A 10% discount (maximum $2,166.00) of the above designated fee may be applied to the last invoice for services in the event that video conferencing is utilized at least one (1) during the term of this program. The City will be responsible for providing the necessary equipment and bandwidth capacity.
LOCATION:	Section 16 of attached Nuisance Area Map
START DATE:	Date Agreement is executed by both parties.
END DATE:	October 31, 2025 – May be Extended until December 31, 2025
ATTACHMENTS:	McCook Nuisance Map

This Professional Services Agreement, hereinafter "Agreement" is mutually made and entered into by and between the City of McCook, Red Willow, Nebraska, hereinafter "Community" and West Central Nebraska Development District, Inc., hereinafter "Consultant" pursuant to the following terms and consideration:

1. DUTIES OF THE CONSULTANT:

a. GENERAL DUTY. Assist the Community in the preparation and execution of documentation required to enact the Nuisance Ordinances of the Community, including nuisance abatement in the area designated by this Agreement and any attachments;

b. DOCUMENTATION. Assist in preparation and maintaining proper documentation for local, county, and State and monitoring purposes;

c. NUISANCE OFFICER. Act as the Nuisance Officer and Administrator of the Nuisance Program and act as an authorized representative of the Community in an official capacity to perform the duties of this Agreement;

d. DEMOLITION EXPENSES. If any property requires demolition as an abatement action, the Consultant may bid and bill those administrative services as a separate agreement due to the unknown nature or extent of the demolition activity;

e. COMPLY WITH LAWS. Comply with all federal, state, county, and Community statutes, rules, regulations and ordinances;

f. EMPLOYMENT. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship with the Community;

g. REPORTS. Upon request, provide the Community with reports it requests pertaining to work or services undertaken by the Consultant, costs and obligations incurred or expected to be incurred and other matters of this Agreement.

h. CONFIDENTIAL. Maintain all of the reports, information, data, etc., prepared or assembled by the Consultant under this contract confidential to the extent allowed by law. Consultant agrees that said documents shall not be made available to any individual or organization without prior written approval of the Community.

i. LITIGATION. Upon request by the Community and at an additional cost, consult and help Community prepare for any court actions and appear in court as a witness for any matters regarding the abatement of nuisances which are a part of the duties assigned to Consultant by this Agreement.

2. DUTIES OF THE COMMUNITY

a. APPOINTMENT. Appoint Consultant its Nuisance Officer for the term of this Agreement.

b. ASSISTANCE.

i. Provide information needed for this Agreement, marketing the nuisance program which may include flyers, notices, and roll off dumpsters for an agreed upon designated clean up period of time or other activities as agreed.
ii. If available, provide supplemental information regarding ownership/tenants of properties.
iii. Provide signed documents within one week of resolution or request by Consultant.
iv. Upon request of Consultant, provide law enforcement or qualified security at the expense of the community.

c. CONSIDERATION. Reimburse Consultant in a timely manner for services rendered and billed to the community.

d. COSTS. Pay all costs incurred for the abatement of nuisances as stated in this agreement, including but not limited to publishing expenses, legal fees, security, towing fees, and solid waste removal.

e. LITIGATION FEES AND COSTS. Pay Consultant the fee as stated above and any additional costs incurred, including but not limited to litigation expenses at $75 per hour plus expenses (see 1.i above).

f. MEETINGS. Both parties will agree to a pre-determined time slot on the meeting agenda. The Community will run the public meetings per community policy and as efficiently and effectively as possible, specifically pertaining to public comments during Consultant presentations.

g. DELAYS. It is planned that the project will be completed on or before October 31, 2025.

i. Decisions made by the governing board that delay the nuisance process and board meeting attendance after October 31st pertaining to 2025 nuisance project may result in additional fees.

ii. Program extensions, which therefore result in additional reviews by the Consultant may result in additional fees.

iii. The Community will be billed separately for costs directly associated with these additional reviews/meetings (i.e., postage, staff time at the membership dues rate, and travel costs at the federal mileage rate).

3. MISCELLANEOUS.

a. COMPLETION. The nuisance program is intended to address properties with declared nuisances in the selected area within the same season.

i. Properties remaining in the program may be carried over one season if agreed upon by both parties.

ii. Any properties outstanding from previous seasons at the time of this executed agreement will not be carried over or reviewed beyond this season by the Consultant.

b. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

c. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

d. FURTHER ASSURANCES. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the intent and purpose of this Agreement.

e. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

f. INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or person, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

g. COMMUNITY REVIEW. The Community or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the Community.

h. RELATIONSHIP. The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority, except those actions granted as the official Nuisance Officer, to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

i. SEVERABILITY. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

j. CONSTRUCTION. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

City of McCook

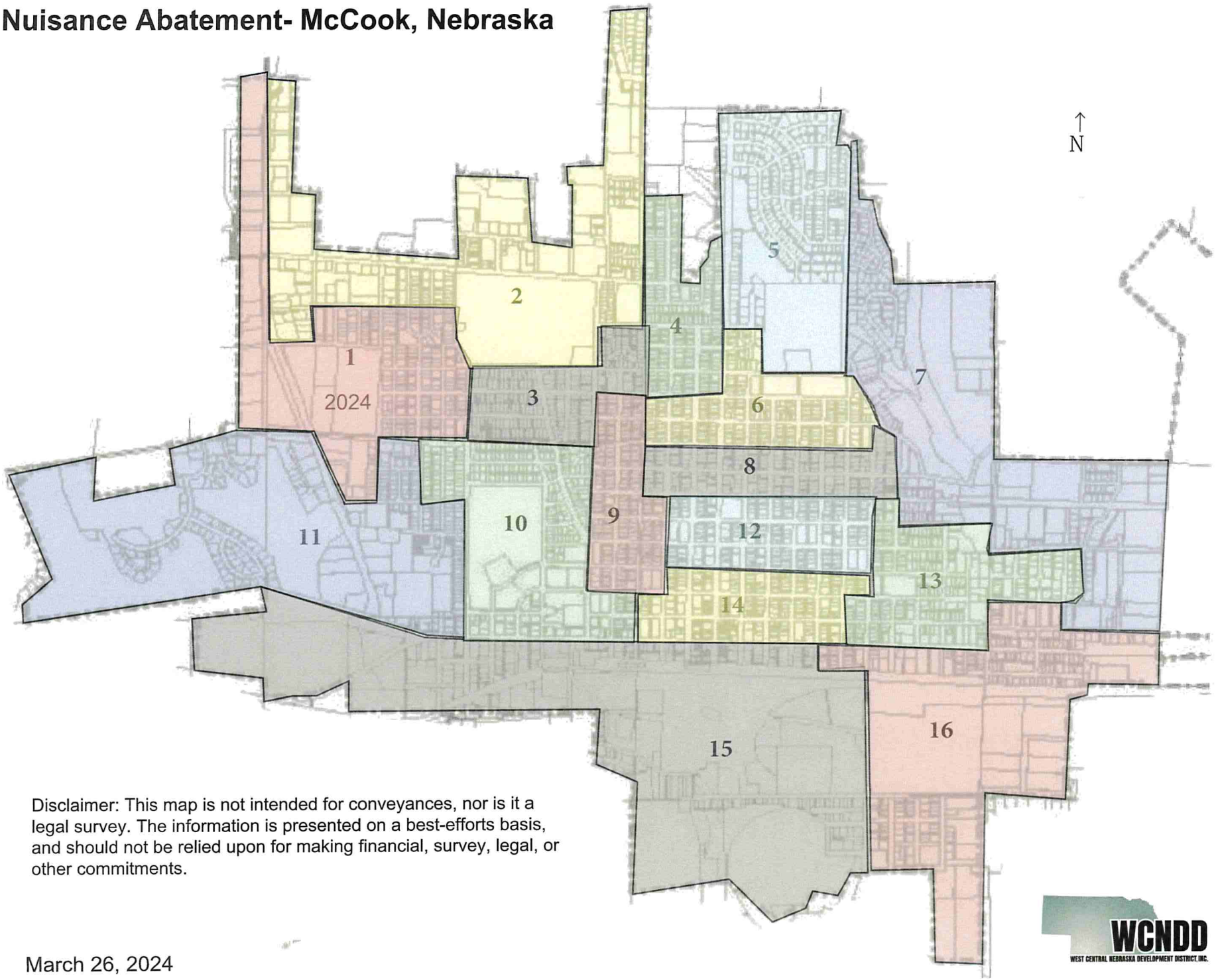
By:_____
Linda Taylor – Mayor
Dated: January 20, 2025

West Central Nebraska Development District, Inc.

By:_____
Micaela Wuehler – WCNDD Board Chairman
Dated: _____

Approved as to legal Form (if required):
Attorney of Record By:_____Date_____

Nuisance Abatement- McCook, Nebraska



Disclaimer: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal, or other commitments.

March 26, 2024

WCNDD
WEST CENTRAL NEBRASKA DEVELOPMENT DISTRICT, INC.

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.I. Approve and enter into a Nuisance Abatement Agreement with West Central Nebraska Development District, Inc.(WCNDD)

ITEM NO. 3.J. Approve Resolution No. 2025-02 approving the appointment of West Central Nebraska Development District, Inc. (WCNDD) to act as Nuisance Officer for the City of McCook.

BACKGROUND:

The West Central Nebraska Development District, Inc (WCNDD) requests the McCook City Council approve and sign the Nuisance Abatement Agreement for 2025, which outlines the fees and the section of the city that the Nuisance Abatement Officer for WCNDD will be responsible for in 2025.

City staff is requesting the City Council to approve Resolution 2025-02 which approves the appointment of WCNDD to act as Nuisance Officer for the City of McCook.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

RESOLUTION NO. 2025-02
APPOINTMENT OF NUISANCE OFFICER

The Mayor and Council of the City of McCook (hereinafter the City), in regular session assembled at the City Council Chambers in McCook, Nebraska on this 20th day of January, 2025, hereby resolve as follows:

WHEREAS, The City desires to appoint a Nuisance Officer pursuant to the City Code of Ordinances (ARTICLE 5, Section 2-503, Article 1).

WHEREAS, West Central Nebraska Development District (hereinafter WCNDD) is fully willing, able and qualified to act as Nuisance Officer for the City.

NOW THEREFORE BE IT RESOLVED that the City approves the appointment of WCNDD to act as Nuisance Officer for the City for a period of twelve (12) months; from January 1, 2025 to December 31, 2025.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor is authorized to sign this resolution, and that any ordinance or resolution in conflict with this Resolution is hereby revoked to any part in conflict herewith.

PASSED THIS 20th DAY OF JANUARY, 2025.

_____
Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

_____
Lea Ann Doak, City Clerk

CITY OF McCOOK, RED WILLOW, NEBRASKA
NUISANCE ABATEMENT
PROFESSIONAL SERVICES AGREEMENT
2025

COMMUNITY:	McCook, Red Willow, Nebraska
CONSULTANT:	West Central Nebraska Development District, Inc.
FEE:	$21,660.00
DISCOUNT:	A 10% discount (maximum $2,166.00) of the above designated fee may be applied to the last invoice for services in the event that video conferencing is utilized at least one (1) during the term of this program. The City will be responsible for providing the necessary equipment and bandwidth capacity.
LOCATION:	Section 16 of attached Nuisance Area Map
START DATE:	Date Agreement is executed by both parties.
END DATE:	October 31, 2025 – May be Extended until December 31, 2025
ATTACHMENTS:	McCook Nuisance Map

This Professional Services Agreement, hereinafter "Agreement" is mutually made and entered into by and between the City of McCook, Red Willow, Nebraska, hereinafter "Community" and West Central Nebraska Development District, Inc., hereinafter "Consultant" pursuant to the following terms and consideration:

1. DUTIES OF THE CONSULTANT:

a. GENERAL DUTY. Assist the Community in the preparation and execution of documentation required to enact the Nuisance Ordinances of the Community, including nuisance abatement in the area designated by this Agreement and any attachments;

b. DOCUMENTATION. Assist in preparation and maintaining proper documentation for local, county, and State and monitoring purposes;

c. NUISANCE OFFICER. Act as the Nuisance Officer and Administrator of the Nuisance Program and act as an authorized representative of the Community in an official capacity to perform the duties of this Agreement;

d. DEMOLITION EXPENSES. If any property requires demolition as an abatement action, the Consultant may bid and bill those administrative services as a separate agreement due to the unknown nature or extent of the demolition activity;

e. COMPLY WITH LAWS. Comply with all federal, state, county, and Community statutes, rules, regulations and ordinances;

f. EMPLOYMENT. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship with the Community;

g. REPORTS. Upon request, provide the Community with reports it requests pertaining to work or services undertaken by the Consultant, costs and obligations incurred or expected to be incurred and other matters of this Agreement.

h. CONFIDENTIAL. Maintain all of the reports, information, data, etc., prepared or assembled by the Consultant under this contract confidential to the extent allowed by law. Consultant agrees that said documents shall not be made available to any individual or organization without prior written approval of the Community.

i. LITIGATION. Upon request by the Community and at an additional cost, consult and help Community prepare for any court actions and appear in court as a witness for any matters regarding the abatement of nuisances which are a part of the duties assigned to Consultant by this Agreement.

2. DUTIES OF THE COMMUNITY

a. APPOINTMENT. Appoint Consultant its Nuisance Officer for the term of this Agreement.

b. ASSISTANCE.

i. Provide information needed for this Agreement, marketing the nuisance program which may include flyers, notices, and roll off dumpsters for an agreed upon designated clean up period of time or other activities as agreed.
ii. If available, provide supplemental information regarding ownership/tenants of properties.
iii. Provide signed documents within one week of resolution or request by Consultant.
iv. Upon request of Consultant, provide law enforcement or qualified security at the expense of the community.

c. CONSIDERATION. Reimburse Consultant in a timely manner for services rendered and billed to the community.

d. COSTS. Pay all costs incurred for the abatement of nuisances as stated in this agreement, including but not limited to publishing expenses, legal fees, security, towing fees, and solid waste removal.

e. LITIGATION FEES AND COSTS. Pay Consultant the fee as stated above and any additional costs incurred, including but not limited to litigation expenses at $75 per hour plus expenses (see 1.i above).

f. MEETINGS. Both parties will agree to a pre-determined time slot on the meeting agenda. The Community will run the public meetings per community policy and as efficiently and effectively as possible, specifically pertaining to public comments during Consultant presentations.

g. DELAYS. It is planned that the project will be completed on or before October 31, 2025.

i. Decisions made by the governing board that delay the nuisance process and board meeting attendance after October 31st pertaining to 2025 nuisance project may result in additional fees.

ii. Program extensions, which therefore result in additional reviews by the Consultant may result in additional fees.

iii. The Community will be billed separately for costs directly associated with these additional reviews/meetings (i.e., postage, staff time at the membership dues rate, and travel costs at the federal mileage rate).

3. MISCELLANEOUS.

a. COMPLETION. The nuisance program is intended to address properties with declared nuisances in the selected area within the same season.

i. Properties remaining in the program may be carried over one season if agreed upon by both parties.

ii. Any properties outstanding from previous seasons at the time of this executed agreement will not be carried over or reviewed beyond this season by the Consultant.

b. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

c. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

d. FURTHER ASSURANCES. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the intent and purpose of this Agreement.

e. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

f. INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or person, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

g. COMMUNITY REVIEW. The Community or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the Community.

h. RELATIONSHIP. The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority, except those actions granted as the official Nuisance Officer, to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

i. SEVERABILITY. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

j. CONSTRUCTION. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

City of McCook

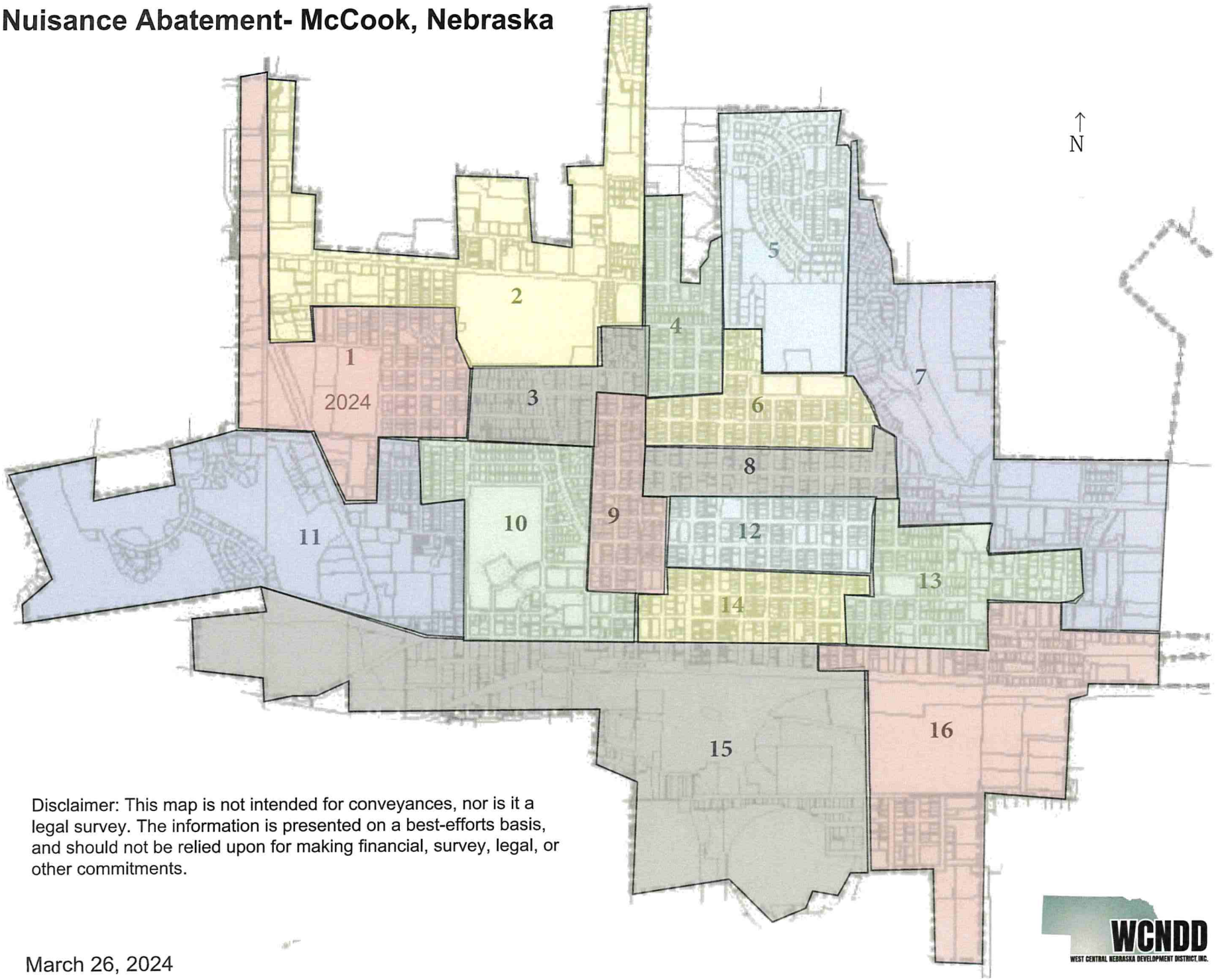
By:_____
Linda Taylor – Mayor
Dated: January 20, 2025

West Central Nebraska Development District, Inc.

By:_____
Micaela Wuehler – WCNDD Board Chairman
Dated: _____

Approved as to legal Form (if required):
Attorney of Record By:_____Date_____

Nuisance Abatement- McCook, Nebraska



Disclaimer: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal, or other commitments.

March 26, 2024

WCNDD
WEST CENTRAL NEBRASKA DEVELOPMENT DISTRICT, INC.

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO. 3.K. Authorize City of McCook staff to complete an application for a Civic and Community Center Financing Fund (CCCFF) grant.

BACKGROUND:

The Civic and Community Center Financing Fund (CCCFF) program provides grants of state aid for the development of public spaces and civic, community, and recreation centers, as well as historic, buildings or districts. The purpose of the program is to support, enhance, and grow the Good Life throughout Nebraska. Awarded to municipalities and tribal governments and administered by the Nebraska Department of Economic Development, CCCFF grants of assistance encourage and foster quality of life in our communities. The grant process is competitive.

The City of McCook was awarded a CCCFF construction grant in 2023, with the grant funds used to assist with the construction for the new municipal swimming pool that opened on July 17, 2024. The City of McCook is now eligible to apply for the CCCFF construction grant again this year. Staff would like to apply for the CCCFF grant to help pay for the construction of a new sports complex. Successful recipients must match the grant funds at least equally from other sources at a 1:1 local cost-share. The maximum grant amount for the Civic and Community Center Financing Fund in 2025 is $562,000.

The grant schedule is as follows:

- Application Due Date - February 15, 2025
- Anticipated Award Date - March 30, 2025
- Contract Term - Two Years

Staff will work with a grant writer to assist with the CCCFF application.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO. 4.A. Discussion regarding a potential conveyance by the City of McCook to the McCook Economic Development Corporation to develop workforce housing on property identified as Parcel ID #000894200, at the intersection of East C Street and East 11th Street.

BACKGROUND:

At the December 16, 2024 McCook City Council meeting, Amanda Engell made a presentation to the McCook City Council, with the focus of said presentation to being the development of new workforce housing in eastern McCook. As part of the presentation, Ms. Engell inquired about the possibility of acquiring land located at the intersection of East C Street and East 11th Street, said parcel identified as Parcel ID #000894200. The City of McCook owns the property. The property was donated to the City of McCook in 2009, with said donation specifying that the property be used for City purposes. As highlighted in the 2022 McCook Housing Study, the City of McCook suffers from a lack of housing, including affordable workforce housing. The City of McCook and MEDC have worked hand-in-hand to develop new housing opportunities for McCook's residents, with one of the primary focuses on the development of affordable workforce housing.

Nathaniel Mustion, McCook's City Attorney, has drafted a memo addressing a method to allow for the requested conveyance to occur. Staff would like to discuss the potential ordinance with the City Council prior to bringing it as an action item.

APPROVALS:



Nathan A. Schneider, City Manager — January 15, 2025



Lea Ann Doak, City Clerk — January 15, 2025

RECEIVED
1-6-25

MEMORANDUM

To: City of McCook
From: Nathaniel J. Mustion, City Attorney
RE: Donation of City Land to MEDC

Issue

This memorandum addresses the legal considerations surrounding the potential donation of real estate valued at over $100,000 by the City of McCook to the McCook Economic Development Corporation for the development of workforce housing. This analysis includes the relevant provisions in the McCook Code of Ordinances and Nebraska Revised Statute § 16-202.

Legal Analysis

Nebraska Revised Statute § 16-202

As a city of the first class, McCook is subject to Nebraska Revised Statute § 16-202, which governs the sale and conveyance of real estate. This statute mandates the following requirements:

1. **Ordinance Requirement**: The City must pass an ordinance authorizing the conveyance, specifically detailing the manner and terms of the transaction.
2. **Public Notice**: After the ordinance is enacted, the City is required to publish a notice outlining the proposed sale terms once a week for three consecutive weeks in a newspaper of general circulation within McCook.
3. **Remonstrance Period**: There is a 30-day remonstrance period following the final publication. During this time, registered voters constituting 30% of those who participated in the last municipal election can file a petition against the conveyance. If such a petition is filed, the transaction cannot proceed for one year.

McCook Code of Ordinances § 31.56: SALE OR CONVEYANCE; REAL PROPERTY

Section 31.56 of the McCook Code of Ordinances outlines local procedures for the sale or conveyance of real property by the City, generally requiring the following:

1. **Resolution Requirement**: The City Council must pass a resolution authorizing the sale of real property, typically through public auction or sealed bid. This requirement can limit the City's ability to donate property outright unless specific exceptions apply.
2. **Public Notice**: Consistent with Nebraska law, the City must publish a notice of the proposed sale once each week for three consecutive weeks.

3. **Remonstrance Period**: Within 30 days after the third publication, voters can submit a petition if they oppose the sale, preventing the City from proceeding for a year.
4. **Exceptions**: Section 31.56 provides exceptions where the requirements for auction or bids do not apply. These include:
    - Property sold in compliance with federal or state grant requirements,
    - Conveyances to another public agency,
    - Property consisting of streets and alleys, and
    - Property valued at less than $5,000, where notice can be posted for seven days instead of published.

Since the McCook Economic Development Corporation is a non-profit organization and not a governmental entity, it likely does not qualify as a "public agency." As a result, the standard requirements for auction or sealed bids in § 31.56 would apply to any property transfer to McCook Economic Development Corporation, and an exception cannot be claimed under this section.

Potential Solution: Passing a Specific Ordinance for Donation

To facilitate the direct donation of property to the McCook Economic Development Corporation for workforce housing development, the City could consider passing a narrowly tailored ordinance authorizing such a transfer under certain conditions. This ordinance should:

1. **Define the Public Purpose**: Clearly establish that the donation is for a public benefit, such as developing affordable workforce housing to address housing shortages and support local economic growth. This connection to public welfare strengthens the legal rationale for the donation.
2. **Include Safeguards for Compliance**: Ensure that all procedural requirements of § 16-202 are incorporated, including public notice and a remonstrance period. Adhering to these safeguards provides transparency, allows public input, and helps protect the City from potential legal challenges.
3. **Provide Specific Conditions**: Outline criteria for donations to economic development corporations, specifying when such donations are permissible, limiting the property types eligible for donation, and establishing accountability for the public benefit.

By structuring the ordinance to meet both the local objectives of economic development and the state requirements of § 16-202, the City can enable this transaction while ensuring compliance with Nebraska law.

Conclusion

Under current law, McCook's ability to directly donate real estate to the McCook Economic Development Corporation is limited by Nebraska Revised Statute § 16-202 and McCook Code of Ordinances § 31.56. A potential approach to facilitate this transaction is to pass a new ordinance that clearly outlines conditions for donations of real estate to economic development corporations when such donations fulfill specific public purposes, like workforce housing development.

Proposed Ordinance No. [XXXX]

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA, AUTHORIZING THE DONATION OF REAL PROPERTY TO ECONOMIC DEVELOPMENT CORPORATIONS FOR THE PURPOSE OF WORKFORCE HOUSING DEVELOPMENT; SETTING FORTH CONDITIONS FOR SUCH DONATIONS; PROVIDING FOR PUBLIC NOTICE AND A REMONSTRANCE PERIOD PURSUANT TO NEBRASKA REVISED STATUTE § 16-202; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of McCook, Nebraska ("City") recognizes the importance of addressing housing shortages and promoting economic development by encouraging the development of affordable workforce housing; and

WHEREAS, the McCook Economic Development Corporation and similar economic development organizations are instrumental in advancing community growth, enhancing the local economy, and improving the quality of life for residents through projects such as workforce housing development; and

WHEREAS, Nebraska Revised Statute § 16-202 requires cities of the first class to follow specific procedures when selling or conveying real property, including public notice, the adoption of an authorizing ordinance, and a remonstrance period; and

WHEREAS, it is in the best interests of the City to facilitate the donation of certain real property to qualified economic development corporations, subject to procedural safeguards, to serve public purposes such as workforce housing development;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA, AS FOLLOWS:

SECTION 1: Purpose and Authority

This ordinance is adopted to authorize and regulate the donation of City-owned real property to economic development corporations for the specific purpose of workforce housing development, in alignment with Nebraska Revised Statute § 16-202 and in recognition of the public benefits of such projects.

SECTION 2: Definitions

- **Economic Development Corporation**: A non-profit corporation, including the McCook Economic Development Corporation, that partners with public and private entities to advance local economic growth and development.
- **Workforce Housing**: Residential housing developed to meet the needs of middle-income workers, including housing that is affordable to households earning 60% to 150% of the area median income.

SECTION 3: Authorization of Property Donation

The City may donate real property to an Economic Development Corporation under the following conditions:

1. **Public Purpose**: The donation must be for a verified public purpose, specifically the development of workforce housing to address community housing needs.
2. **Property Qualification**: The property to be donated shall be identified as suitable for residential development and be appraised to confirm its valuation exceeds $5,000.
3. **Limitations on Use**: The receiving Economic Development Corporation shall commit to using the donated property exclusively for workforce housing development.

SECTION 4: Procedures for Property Donation

1. **Ordinance Requirement**: Each donation of property under this ordinance must be approved by a separate ordinance specifying the property's legal description, intended purpose, and terms of conveyance.
2. **Public Notice**: The City shall publish a notice of the proposed donation and its terms in a newspaper of general circulation within McCook once each week for three consecutive weeks.

3. **Remonstrance Period**: Following the final publication, a 30-day remonstrance period shall begin. If, within this period, a remonstrance petition signed by registered voters equal to 30% of those who participated in the last regular city election is filed with the City Clerk, the City shall be prohibited from donating the property for one year.

SECTION 5: Compliance with State Law

All donations authorized under this ordinance must comply with Nebraska Revised Statute § 16-202 and any other applicable state laws. In the event of a conflict between this ordinance and state law, the requirements of state law shall govern.

SECTION 6: Reversionary Clause

The deed conveying the donated property shall include a reversionary clause specifying that ownership of the property shall revert to the City if the property is not used for workforce housing development within three years of the donation.

SECTION 7: Effective Date

This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this [Day] of [Month], [Year].

[Mayor's Name]
Mayor of McCook, Nebraska

ATTEST:

[City Clerk's Name]
City Clerk

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO. 4.B. Update regarding the sports complex project.

BACKGROUND:

Staff would like to keep this item as a place keeper on the McCook City Council agendas while we work through the planning and construction process for the sports complex.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO. 4.C. Discussion regarding the setting of the user fees for the McCook Aquatic Park.

BACKGROUND:

Staff would like to discuss establishing the user fees for the McCook Aquatic Park. Last season, the McCook Community Foundation Fund generously paid the entry fees. Prior to opening the Park for the Summer of 2025, daily and seasonal fees must be established.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Kyle Potthoff, Public Works Director — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

CITY POOLS HOUR AND PRICE COMPARISONS

CITY	DAILY RATE	SINGLE SEASON PASS	FAMILY SEASON PASS	HOURS OF OPERATION	DATES OF OPERATION
AURORA	AGES 0-2 $FREE	AGES 9 AND UNDER $50.00	$115.00	SUNDAY 12-5PM	MAY 26-AUGUST 13
	AGES 3-9 $3.00	AGES 10 AND OVER $60.00		MONDAY 12-5PM AND 6-8PM	
	AGES 10+ $4.00			TUESDAY 12-5PM AND 6-8PM	
				WEDNESDAY 12-5PM	
				THURSDAY 12-5PM AND 6-8PM	
				FRIDAY 12-5PM AND 6-8PM	
				SATURDAY 12-5PM AND 6-8PM	
WOODRIVER				SUNDAY 1-5PM AND 6-8PM	MEMORIAL DAY WEEKEND
				MONDAY - SATURDAY 12-5PM AND 6-8PM	
				LAP SWIM DAILY 5-6PM	
WAVERLY	AGES 0-2 FREE	CHILD PASS AGES 3-17 $70.00	FAMILY OF 4 $140.00	MONDAY -THURSDAY 1-5PM AND 6-8PM	MEMORIAL DAY WEEKEND
	AGES 3-17 $6.00	ADULT PASS 18 + $70.00		FRIDAY 1-7PM	
	AGES 18-54 $7.00			SATURDAY & SUNDAY 1-6PM	
	AGES 55+ $5.00				
COLBY, KS	AGES 0-3 FREE	AGES 4+ $75.00	FAMILY OF 5 $175.00	MONDAY-FRIDAY 12:30-6PM	MAY 25 - AUGUST 11
	AGES 4+ $5.00			SATURDAY & SUNDAY 12:30-7:PM	
KEARNEY	AGES 0-5 FREE			MONDAY - FRIDAY 1-5PM AND 6:30-8:30PM	LATE MAY - MID AUGUST
	AGES 6+ $5.00 ($4.00 AFTER 4PM)			SATURDAY AND SUNDAY 1-7PM	
HOLDREGE	$2.00	$45.00	$75.00	MONDAY - SATURDAY 1-9PM	MEMORIAL DAY WEEKEND - 2ND WEEKEND OF AUGUST
				SUNDAY AND HOLIDAYS 1:30-9PM	
LEXINGTON	ADULT $3.25	$50.00	$110.00	MONDAY - THURSDAY 12:30-7PM	MEMORIAL DAY - THE WEEKEND BEFORE SCHOOL STARTS
	YOUTH/SENIOR $2.25			FRIDAY - SUNDAY 12:30-5:30PM	
	FAMILY $11.00				

Tree donation	2021-188	08/14/21	300.00

Aquatics Kearney

Harmon Park & Centennial Park pools:

Age 6 and over - per session (1:00 a.m. - 5:00 a.m. Monday-Friday and all day on weekends)	2022-180	09/13/22	5.00
Age 6 and over - per session (after 5:00 p.m. Monday-Friday)	2022-180	09/13/22	4.00
"Toddler Time", age 0-5 with parents/guardian, per morning session during non swim lesson weeks at Harmon Pool	2022-180	09/13/22	3.00
Small punch card (20 punches) - 1 punch = $1.00 of session fee	2022-180	09/13/22	20.00
Large punch card (40 punches) - 1 punch = $1.00 of session fee	2022-180	09/13/22	40.00
Water aerobics - per session	2020-139	09/08/20	5.00
Water walking & lap swimming - per session	2022-180	09/13/22	3.00
Season pass - small family (3 to 4 people) (early purchase)	2022-180	09/13/22	170.00
Season pass - small family (3 to 4 people) (late purchase)	2022-180	09/13/22	195.00
Season pass - large family (5 or more people) (early purchase)	2022-180	09/13/22	205.00
Season pass - large family (5 or more) (late purchase)	2022-180	09/13/22	245.00
Season pass - individual (early purchase)	2022-180	09/13/22	80.00
Season pass - individual (late purchase)	2022-180	09/13/22	95.00
Babysitter pass - with the purchase of individual or family season pass	2022-180	09/13/22	40.00
Centennial Park Pool rental, Saturday & Sunday, 7:30 p.m. to 9:00 p.m. - up to 50 people	2022-180	09/13/22	100.00
Centennial Park Pool rental, Saturday & Sunday, 7:30 p.m. to 9:00 p.m. - up to 51 to 100 people	2022-180	09/13/22	125.00
Centennial Park Pool rental, Saturday & Sunday, 7:30 p.m. to 9:00 p.m. - over 100 people	2022-180	09/13/22	155.00

CODY POOL

Cody Pool

- **Outdoor Pool**: Cody Pool is an outdoor facility, making it a popular spot during the warmer months.
- **Swimming Areas**: It typically includes areas for both recreational swimming and lap swimming.
- **Diving Boards**: Often equipped with diving boards for those who enjoy diving.
- **Pool Hours:**
  - 1:00 pm - 7:00 Monday-Sunday
  - Adult Hour 1:30 pm - 1:00 pm Monday-Friday

North Platte

Description	Fee
Youth	$3.75
Adult	$4.75
Senior	$4.25
Family (6 members in same household)	$11.50

Location: 1401 N Jeffers St, North Platte, NE 69101

308-535-6770

CITY MANAGER'S REPORT
JANUARY 20, 2025 MCCOOK CITY COUNCIL MEETING

ITEM NO: 4.D Discussion regarding potential revenue options for the City of McCook.

BACKGROUND:

With the passage of LB 34 in 2024 and potential sales tax diminutions associated with proposed LB 117, the City of McCook is faced with the age old question - are there other methods of generating revenue to provide services the citizens of McCook expect without raising taxes? The City of McCook discussed implementing an occupation tax on games of chance in 2023, with said ordinance usurped by the State of Nebraska. Staff would like to bring this issue up as a discussion topic to get the City Council's opinion on exploring other occupation tax options.

APPROVALS:

Nathan A. Schneider, City Manager — January 15, 2025

Lea Ann Doak, City Clerk — January 15, 2025

Tera Koetter, Assistant City Manager — January 15, 2025

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
ADMINISTRATION FEES								
COPIES		$ 0.25		$ -		$.25/EA		$ 0.25
CERTIFIED COPIES		$ -		$1.50/EA		$ -		$ -
ELECTION FILING FEE CITY COUNCIL		$ 18.00		1% OF SALARY		$ -		$ -
BILLBOARD OCCUPATION TAX		$ -		$ -		$ 100.00		$ -
CABLE OCC TAX		$ -		$ -		5%		$ -
AUCTION PERMIT		$ -		$ -		$ -		$ -
CIRCUS/CARNIVAL PERMIT		$ -		$ -		$ 25.00		$ -
CIRCUS OCC TAX PER DAY		$ -		$ -		$ 150.00		$ -
CIRCUS/CARNIVAL OCC TAX CONCESSION/DAY		$ -		$ -		$ 50.00		$ -
CARNIVAL OCC TAX DAY		$ -		$ -		$ 150.00		$ -
JUNK DEALER OCCUPATION		$ -		$ -		$ 25.00		$ -
TELECOMMUNICATIONS SERVICE CO OCC TAX		$ -		$ -		6.25%		$ -
HOTEL OCC TAX		$ -		$ -		2.00%		$ -
GAS CO OCC TAX		$ -		$ -		4.50%		$ -
TELECOMMUNICATIONS TOWER RENT		$ -		$ -		$ -		$ -
PUBLIC UTILITY EASEMENT		$ -		$ -		$1/FT		$ -
ITINERANT MERCHANT/PEDDLER/SOLICITOR OCC TAX		$ -		$ -		$75/DAY		$ -
ITINERANT MERCHANT/PEDDLER/SOLICITOR OCC TAX		$ -		$ -		$500/YR		$100/YR
SOLICITOR'S PERMIT APP FEE		$ -		$ 30.00		$ 25.00		$ -
SOLICITOR PERMIT (DOOR TO DOOR) 30 DAY		$ -		$ 30.00		$ 50.00		$ -
FOOD TRUCK PERMIT		$ -		$ -		$ -		$ -
STREET VENDOR PERMIT-APP FEE		$ -		$ 30.00		$ 25.00		$ -
STREET VENDOR PERMIT 6 MONTH		$ -		$ 75.00		$ 125.00		$ -
STREET VENDOR PERMIT- ANNUAL		$ -		$ 250.00		$ 250.00		$ -
BICYCLE REG FEE		$ -		$ -		$ -		$ -
TOBACCO LICENSE		$ 15.00		$ -		$ -		$ -
UTV/ATV REGISTRATION		$ -		$ -		$ -		$25-$50
AMBULANCE FEES		$ -						
BASIC LIFE SUPPORT (BLS) NON EMERGENCY		$ 700.00		$ 575.00		$609 + MILEAGE		$ -
BASIC LIFE SUPPORT (BLS) EMERGENCY		$ 850.00		$ 810.00		$974 + MILEAGE		$ -
ADVANCED LIFE SUPPORT (ALS) NON EMERGENCY		$ 900.00		$ 695.00		$731 + MILEAGE		$ -
ADVANCED LIFE SUPPORT (ALS) EMERGENCY 1 BASE RATE		$ 1,200.00		$ 985.00		$1157 + MILEAGE		$ -
ADVANCED LIFE SUPPORT (ALS) EMERGENCY 2 BASE RATE		$ 1,450.00		$ 1,330.00		$1674 + MILEAGE		$ -
MILEAGE		$20/MILE		$19/MILE		$20/MILE		$ -
ADVANCED LIFE SUPPORT (ALS) TREATMENT NO TRANSPORT		$ 350.00		$ -		$ 400.00		$ -
INTERGOVERNMENTAL TRANSPORT FEE		$ 250.00		$ -		$ -		$ -
COMMUNITY HOSPITAL HEALTHCARE AND HOSPICE TRANSPORT		$ 250.00		$ -		$ -		$ -
ADVANCED LIFE SUPPORT (ALS) PARAMEDIC INTERCEPT		$ 200.00		$ -		$ -		$ -
LIFT ASSIST/NO TRANSPORT (if requested by nurshing home or assisted living)		$ 150.00		$ -		$ 265.00		$ 100.00
STANDBY/HR		$ -		$ -		$210 MIN 2 HR		$ 70.00
AMB CALL OR VEHICLE ACCIDENT NON TRANSPORT (BLS)		$ -		$ -		$ -		$ 100.00
AMB CALL OR VEHICLE ACCIDENT NON TRANSPORT (ALS)		$ -		$ -		$ -		$ 200.00

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
AMBULANCE FEES		$ -						
PUMPER TRUCK/HR		$ -		$ -		$ -		$ 500.00
TANKER TRUCK/HR		$ -		$ -		$ -		$ 350.00
GRASS RIG/HR		$ -		$ -		$ -		$ 150.00
AERIAL LADDER TRUCK/HR		$ -		$ -		$ -		$ 750.00
UTILITY TRUCK/HR		$ -		$ -		$ -		$ 200.00
RESCUE UNIT/HR		$ -		$ -		$ -		$ 250.00
COMMAND VEHICLE/HR		$ -		$ -		$ -		$ 100.00
JAWS OF LIFE		$ -		$ -		$ -		$ 250.00
POWER SAW		$ -		$ -		$ -		$ 75.00
HYDRAULIC JACK/CHISELS		$ -		$ -		$ -		$ 75.00
CRIBBING BLOCKS		$ -		$ -		$ -		$ 10.00
WINCHES		$ -		$ -		$ -		$ 10.00
AIR BAGS		$ -		$ -		$ -		$ 50.00
HIGH LIFT JACK		$ -		$ -		$ -		$ 20.00
BUILDING USE FEES								
AUDITORIUM RENTAL		$ 150.00		$ -		$40-100/HR		$ 200.00
AUDITORIUM RENTAL NON-PROFIT		$ 50.00		$ -		$ -		$ -
SET-UP CLEAN UP DAYS		$ 75.00		$ -		$ -		$ -
SET-UP CLEAN UP DAYS NON PROFIT		$ 25.00		$ -		$ -		$ -
CITY SET UP OF CHAIRS AND TABLE ONLY		$ 50.00		$ -		$ -		$ -
SPOTLIGHT PER DAY		$ 10.00		$ -		$ -		$ -
FLOOD LIGHTS PER DAY		$ 10.00		$ -		$ -		$ -
DEPOSIT		$100-800		$ -		$ -		$ -
CANCELLATION FEE		$ -		$ -		$ 30.00		$ -
COUNCIL CHAMBERS		$ -		$ -		$ -		$ -
8 A.M. - 12 P.M.		$ 15.00		$ -		$ -		$ -
1 P.M. - 5 P.M.		$ 15.00		$ -		$ -		$ -
5 P.M. - MIDNIGHT		$ 25.00		$ -		$ -		$ -
ALL DAY		$ 35.00		$ -		$ -		$ -
HERITAGE SENIOR CENTER		$ 100.00		$ -		$ -		$ -
DEPOSIT		$100-200		$ -		$ -		$ -
ADDITIONAL DANCE FEE 4 HR PERIOD		$ 100.00		$ -		$ -		$ -
DEPOSIT FOR DANCE		$ 300.00		$ -		$ -		$ -
SENIOR CENTER MEETING ROOM ONLY		$ 50.00		$ -		$ -		$ -
DEPOSIT		$50-200		$ -		$ -		$ -
SHELTER RENTAL		$0-5		$35-$70		$ 75.00		$35-$70
CANCELLATION FEE		$ -		$ -		$ 15.00		$ -
BAND SHELL/AMPHITHEATER		$ -		$ -		$ 35.00		$ -
CEMETERY FEES								N/A NOT CITY OWNED
RESIDENT GRAVE SPACE		$ 700.00		$ 1,050.00		$650-$675		
INFANT GRAVE SPACE		$ 700.00		$ 250.00		$ 150.00		
NON-RESIDENT GRAVE SPACE		$ 950.00		$ 1,050.00		$650-$675		

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
CEMETERY FEES								N/A NOT CITY OWNED
GRAVE SPACE CREMATION		$ 700.00		$ 1,050.00		$ 150.00		
PERPETUAL CARE		$ 300.00		$ -		$ 65.00		
COLUMBARIUM RESIDENT		$1250-1800		$ 1,050.00		$1100-$1375		
COLUMBARIUM NON-RESIDENT		$1500-2050		$ 1,050.00		$1100-$1376		
COLUMBARIUM 1ST OPENING		$ -		$ 65.00		$ 225.00		
COLUMBARIUM SUBSEQUENT OPENING		$ 200.00		$ 65.00		$ 225.00		
AFTER 3:30 WEEKDAY		N/A		N/A		$ 350.00		
KIOSK ENTRY		$ -		$ -		$ 10.00		
KIOSK PHOTO ENTRY		$ -		$ -		$ 15.00		
GRAVE OPENING RESIDENT		$ 600.00		$ 1,050.00		$ 650.00		
GRAVE OPENING NON-RESIDENT		$ 850.00		$ 1,050.00		$ 650.00		
GRAVE OPENING CHILD		$ 600.00		$ 450.00		$ 650.00		
GRAVE OPENING INFANT		$ 600.00		$ 425.00		$ 150.00		
GRAVE OPENING CREMATION RESIDENT		$ 300.00		$ 550.00		$ 325.00		
GRAVE OPENING CREMATION NON-RESIDENT		$ 550.00		$ 550.00		$ 325.00		
SATURDAY INTERMENT FULL BURIAL		$ 250.00		$ 1,250.00		$ 375.00		
SATURDAY INTERMENT CREMATION		$ 250.00		$ 550.00		$ 250.00		
TENT AND CHAIR SETUP		$ -		$ -		$ 200.00		
DISINTERMENT		$500-1000		$750-$2600		$ 1,000.00		
MONUMENT PERMIT		$30-60		$ 50.00		$ -		
EQUIPMENT/LABOR CHARGES FOR DAMAGE RECOVERY CLAIMS/HR		with labor						
BACKHOE		$ -		$ -		$ 75.00		$ 55.00
BOBCAT/SKIDSTEER		$ 60.00		$ -		$ 75.00		$ 100.00
BUCKET TRUCK		$ -		$ -		$ 75.00		$ 75.00
DIGGER/DERRICK TRUCK		$ -		$ -		$ 100.00		$ 90.00
DUMP TRUCK		$ 70.00		$ -		$ 50.00		$100-$125
FLASHER TRUCK		$ -		$ -		$ 25.00		$ 25.00
FLUSHER TRUCK		$ -		$ -		$ 50.00		$ 75.00
FORKLIFT		$ -		$ -		$ 75.00		$ 23.00
HYDRAULIC HAMMER		$ -		$ -		$ 50.00		$ 55.00
LOADER		$ 85.00		$ -		$ 75.00		$ 100.00
MOTOR GRADER		$ -		$ -		$ 150.00		$ 200.00
MOWER		$ 60.00		$ -		$		$ -
PICKUP/AIR COMPRESSOR		$ 45.00		$ -		$ 25.00		$ 75.00
SERVICE TRUCK		$ -		$ -		$ 25.00		$ 75.00
STREET SWEEPER		$ -		$ -		$ 150.00		$ 100.00
TRACTOR		$ 60.00		$ -		$ 75.00		$ 55.00
TRAILER		$ -		$ -		$ 25.00		$ 25.00
TRENCHER		$ -		$ -		$ 50.00		$40 or $1/FT
LABOR		$ 30.00		$ -		$ 40.00		$ 60.00
ADMIN FEE		$ 50.00		$ -		$ -		$ -
		$ -		$ -		$ -		$ -

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
UTILITY/ADMIN FEES								
DELINQUENT BILL		$ 15.00		3%		5%		5%
UTILITY DEPOSIT		$ 150.00		$ -		$60-$100		$ 150.00
NSF CK		$ 20.00		$ 50.00		$ 30.00		$ 25.00
RECONNECT FEE		$ 50.00		$ 50.00		$ 50.00		$ -
AFTER HOURS RECONNECT FEE		$ -		$ -		$ 75.00		$ -
REQUEST SERVICE		$ 35.00		$ -		$ -		$ -
NEW ACCOUNT SET UP FEE		$ 5.00		$ -		$ 30.00		$ -
SPECIAL ASSESSMENT ADMIN FEE/LOT		$ -		$ -		$ 25.00		$ -
SOLID WASTE COLLECTION								
RESIDENTIAL TRASH		$ 25.25		$ 41.06		$ 27.50		$ 16.00
HOUSEHOLD/COMMERCIAL WASTE		$83/TON		$ 51.02		$41.06/TON		$ -
YARD WASTE COLLECTION		$ 6.00		$ 16.00		$ -		$ 10.00
DUMP TRUCK RENTAL		$ 50.00		$ -		$ -		$ -
RECYCLING COLLECTION/TRANSPORT PERMIT FEE		$ -		$ -		$ -		$ 150.00
UNSECURED LOAD PENALTY COMMERCIAL		$ -		$ -		$ -		$ 20.00
UNSECURED LOAD PENALTY RESIDENTIAL		$ -		$ -		$ -		$ 10.00
HAULERS PERMIT (GARBAGE) ANNUAL		$ -		$ 250.00		$ -		$ -
PARKING FEES/FINES								
PARKING FINE		$ 25.00		$ 25.00		$ 30.00		$ -
ANIMAL IMPOUNDMENT FEES								
SHELTER IMPOUNDMENT FEE		$ 15.00				$30-$100		$20-$45
DAILY BOARDING FEE		$ 15.00				$ -		$ 7.00
LICENSING FEE		$ -		16-41		$ -		$4.25-$21.25
FIRE								
FIREWORKS PERMIT		$ 75.00		$ 550.00		$ 350.00		$200-$400
FIREWORKS OCCUPATION TAX		$ -		$ -		$ 150.00		$ -
FALSE ALARMS/EACH		$25-100		$ 135.00		$150 EACH AFTER 4		$50-$250
ALARM PERMIT		$50/YR		$ 140.00		$ -		$ 25.00
BURN PERMIT		$ -		$ 10.00		$ -		$ -
COPY OF FIRE REPORT		$ 2.00		$ 10.00		$ -		$ -
FIRE EXTINGUISHER CLASS		$ -		$75 MIN UP TO 5 PEOPLE $10 EACH ADD PERSON		$ -		$ -
CPR/AED/FIRST AID PER 6 PEOPLE		$ -		$300 + COST OF BOOK		$ -		$ -
SCBA OR SCUBA TANK FILLS		$2.50-$10		$ -		$ -		$ -
LIQUOR LICENSE FEES								
MANUFACTURER ALCOHOL AND SPIRITS/YR		$ 1,000.00		$ -		$ 1,500.00		$ 1,500.00
MANUFACTURER BEER/YR		SAME AS LICENSE		$ -		$ 1,000.00		$ 1,000.00
MANUFACTURER OF WINE/YR		$ 250.00		$ -		$ -		$ -
LIQUOR DISTRIBUTOR/YR		$ 750.00		$ -		$ -		$ -
BEER DISTRIBUTOR/YR		$ 500.00		$ -		$ -		$ -
CLASS A-RETAILER OF BEER ON SALE ONLY/YR		$ 200.00		$ 200.00		$ 200.00		$ 300.00
CLASS B-RETAILER OF BEER ON SALE ONLY/YR		$ 100.00		$ 200.00		$ 200.00		$ 300.00

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
LIQUOR LICENSE FEES								
CLASS C-RETAIL LIQUOR ON/OFF SALE/YR		$ 600.00		$ 600.00		$ 600.00		$ 900.00
CLASS D-RETAILER LIQUOR (BEER, WINE, & DISTILLED SPIRITS) OFF SALE ONLY/YR		$ 400.00		$ 400.00		$ 400.00		$ 600.00
CLASS I-RETAILER (ESCEPT NON PROFIT CORP WITHOUT FULL TIME EMP) OF LIQUOR (BEER, WINE & DISTILLED SPIRITS) ON SALE ONLY/YR		$ 400.00		$ 500.00		$ 500.00		$ 750.00
CLASS K-CATERING		$ -		$ 200.00		$ -		$ 300.00
CLASS L BREW PUB/YR		$ -		$ 500.00		$ -		$ 750.00
CLASS 1-RETAILER OF LIQUOR(BEER, WINE, & DISTILLED SPIRITS) ON SALE ONLY BY NON PROFIT CORP WITHOUT FULL-TIME EMP/YR		$ 20.00		$ -		$ -		$ -
SDL PER EVENT		$ -		$ 80.00		$ 80.00		$ 50.00
PUBLISHING FEE		$ 20.00		$ 10.00		$ 13.00		$ -
CONTRACTOR LICENSES								
CONTRACTOR REGISTRATION FEE		$ -		$ 100.00		$ -		$ -
GENERAL CONTRACTOR		$200 INITIAL $100 RENEWAL		$ 100.00		$ 250.00		$ -
BUILDING CONTRACTOR		$180 INITIAL $90 RENEWAL		$ -		$ -		$ -
RESIDENTIAL CONTRACTOR		$150 INITIAL $75 RENEWAL		$ -		$ -		$ -
PLUMBING CONTRACTOR		$150 INITIAL $75 RENEWAL		$25-$50		$40-$280		$25-$50
MECHANICAL CONTRACTOR		$150 INITIAL $75 RENEWAL		$25-$50		$ -		$ -
ROOFING CONTRACTOR		$120 INITIAL $60 RENEWAL		$ -		$ -		$ -
LIMITED CONTRACTOR		$120 INITIAL $60 RENEWAL		$ -		$ -		$ -
BUILDING PERMIT FEES		$ -						
CONSTRUCTION COST:					RES/OTHER BUILDING/SQ FT	$ 0.27		$ -
	$0-$5000	$ 25.00	$1-$2000	$36-$44	100-1000 SQ FT	$ 63.00	$1-$500	$ 23.50
	$5001-$25000	$25 1ST $5000 $5 EA ADD $1000	$2001-$25000	$44 + $7.60/EA $1000 ABOVE $2001	1000-20000 SQ FT	$67 + $6.20/1000 SQ FT	$501-$2000	$23.50 + $3.05/$100
	$25001-$50000	$125 1ST $25000 $4 EA ADD $1000	$25001-$50000	$218.80 + $5.30/EA $1000 ABOVE $25001	20000-50000 SQ FT	$197 + $12.40/1000 SQ; FT	$2001-$25000	$69.25 + $14/$1000
	$50001-$100000	$225 FIRST $50,000 $3 EA ADD $1000	$50001-$100000	$351.30 + $3.95/EA $1000 ABOVE $50001	50000 + UP SQ FT	$551 + $3.10/1000 SQ FT	$25001-$50000	$391.25 + $10.10/$1000
	$100001-$500000	$375 FIRST $100000 $2.50 EA ADD $1000	$100001 & UP	$548.80 + $3.45/EA $1000 ABOVE $100001			$50001-$100000	$643.75 + $7/$1000
	$500001-$1000000	$1375 1ST $500000 $2 EA ADD $1000					$100001-$500000	$993.75 + $5.60/$1000
	$1000001 & UP	$2375 1ST $1,000,000 $1.50 EA ADD $1000					$500001-$1000000	$3233.75 + $4.75/$1000
							$1000001 and up	5608.75 + $3.65/$1000
PLAN REVIEW		$100 MINIMUM		10-50% BUILDING PERMIT COST		50-68% OF PERMIT FEE		$ 100.00
ADDITIONAL PLAN REVIEWS		$ -		$100/HR		$ -		$50/HR
INSPECTION FEE OUTSIDE BUSINESS HRS		$ -		$ 75.00		$ -		$50/HR
REINSPECTION FEE		$ -		$ 50.00		$ 70.00		$50/HR
CURB CUT PERMIT		$ 25.00		$ 25.00		$ 49.00		$ 15.00
DEMOLITION PERMIT		$ 100.00		$ -		$59-$130		$ 5.00
FENCE PERMIT		$ 25.00		$ -		$ 26.00		$ 75.00
MECHANICAL PERMIT		$25 MIN PLUS $3 PER ITEM OVER 6 UNITS		$ -		$ -		$10-$20 + $10/ADD FIXTURE
MOBILE HOME SET DOWN PERMIT		$ 25.00		$ -		$ -		$ -

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
BUILDING PERMIT FEES		$ -						
PLUMBING PERMIT		$25 MIN PLUS $3 PER ITEM OVER 6 UNITS		$ -		$144-$438 BASED ON SQ FT AND UNIT TYPE		$10-$20 + $8/ADD FIXTURE
SIDEWALK PERMIT NEW CONSTRUCTION		$ 25.00		$ -		$ -		$ -
SIGN PERMIT		$25 1ST $1000 $2.50 EA ADD $1000		$ -		$60-$70		$ 75.00
DECK PERMIT		$ -		$ -		$ -		$ 125.00
ROOFING PERMITS		$ -		$ -		$ -		$75-$150
STRUCTURE MOVE PERMIT		$ 100.00		$ -		$ 350.00		$25-$100
RIGHT-OF-WAY PERMIT		$ 25.00		$ -		$2/FT		$ -
VACANT BUILDING REGISTRATION (INITIAL)		$ -		$ -		$ -		$ 10.00
VACANT BUILDING 1ST SUBSEQUENT YR		$ -		$ -		$ -		$ 50.00
VACANT BUILDING 2ND SUBSEQUENT YR		$ -		$ -		$ -		$ 250.00
VACANT BUILDING 3RD OR MORE SUBSEQUENT YR		$ -		$ -		$ -		$ 1,000.00
LAND USE								
TIF APPLICATION FEE		$ -		$ -		$ -		$ 250.00
MICRO TIF APP FEE		$ -		$ -				$ 50.00
PLANNED DISTRICT DEVELOPMENT PLAN		$ -		$ 1,100.00		$ 550.00		$ -
ZONING CHANGE		$ 75.00		$ 950.00		$ 500.00		$ 100.00
LOT SPLIT/LOT LINE ADJ		$ 75.00		$ -		$ 75.00		$ -
SPECIAL EXCEPTION		$ 75.00		$ 1,000.00		$ -		$ 100.00
VARIANCE		$ 75.00		$ 200.00		$ 300.00		$ 100.00
MINOR SUBDIVISION		$ -		$ -		$ 300.00		$ 100.00
PRELIMINARY PLAT		$ -		$450 + $20/LOT		$300 + $20/LOT-CAP $4300		$ 150.00
FINAL PLAT		$ -		$ 60.00		$350 + $15/LOT		$ 150.00
VACATION PLAT		$ -		$ 325.00		$ 250.00		$ 150.00
ENCROACHMENT PERMIT (RES)		$ -		$ -		$ -		$ 25.00
ENCROACHMENT PERMIT (COM)		$ -		$ -		$ -		$ 100.00
AIRPORT HANGAR RENTAL	3% INCREASE/YR							
GARAGE		$ 35.00				$75-$175	HANGAR A 6 STALL	$ 95.00
OLD T HANGAR-SMALL		$ -		$ 115.00		$ -	HANGAR B 6 STALL	$ 115.00
OLD T HANGAR-LARGE		$ -		$ 200.00		$ -	HANGAR C 8 STALL	$ 120.00
T HANGAR		$ -		$ 145.00		$ -	HANGER D 10 STALL	$ 75.00
STANDARD HANGAR SLIDING DOOR		$ 64.00		$ -		$ -	HANGAR E 6 STALL	$ 150.00
LARGE 40' X 60' HANGAR		$ 53.00		$ -		$ -		$ -
SMALL HANGAR/BI-FOLD DOORS		$ 108.00		$ -		$ -		$ -
LARGE HANGAR/BI-FOLD DOORS		$ 126.00		$ -		$ -		$ -
XL HANGAR/BI-FOLD DOORS		$ 153.00		$ -		$ -		$ -
OVERNIGHT HANGAR RENT DEPENDING ON AIRCRAFT		$ -		$25-$125		$45-$475		$25-$125
AG LAND		$7720/YR		$70-$305/ACRE		$ -		$ -
PUBLIC WORKS								
WEED/GRASS REMOVAL-CLEAN UP/RESIDENTIAL		$ -		$ -		$ 150.00		$ 75.00
WEED/GRASS REMOVAL-CLEAN UP/COMMERCIAL		$ -		$ -		$ 300.00		$ 75.00

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
PUBLIC WORKS								
SNOW REMOVAL		$ -		$ -		$ -		$ 75.00
SKATE PARK RENTAL		$ -		$ -		$ 100.00		$ -
DISC GOLF COURSE RENTAL		$ -		$ -		$ 25.00		$ -
ATHLETIC FIELD RENTAL/FIELD		$ -		$ 60.00		$ -		$ -
ATHLETIC FIELD PREPERATION 1 X PER FIELD		$ -		$ 60.00		$ -		$ -
GRASS INFIELD PREP BASEBALL		$ -		$ 75.00		$ -		$ -
BALL FIELD RENTAL PER GAME ADULT NOT SPONSORED BY PUBLIC SCHOOL OR YMCA		$ -		$ -		$ 50.00		$ -
BALL FIELD RENTAL PER GAME YOUTH NOT SPONSORED BY PUBLIC SCHOOL OR YMCA		$ -		$ -		$ 25.00		$ -
YOUTH LEAGUE PER FIELD PER DAY		$ -		$ 17.00		$ -		$ -
ADULT OR YOUTH SELECT FIELD PER DAY		$ -		$ 40.00		$ -		$ -
SOCCER LEAGUE FIELD SETUP FEE PER FIELD		$ -		$ 125.00		$ -		$ -
SOCCER SELECT AND ADULT FIELD SET UP PHER FIELD		$ -		$ 200.00		$ -		$ -
FIELD RENTAL PER TEAM X # DAYS-YOUTH OR ADULT		$ -		$ -		$ 25.00		$ -
FIELD RENTAL PER FIELD EVERY 4 HOURS FOR CAMP OR SPECIAL EVENT		$ -		$ -		$ 50.00		$ -
TENNIS/PICKEL BALL COURT RENTAL FEE PER PLAYER X # DAYS		$ -		$ -		$ 2.00		$ -
GREEN SPACE RESERVATIONS		$ -		$30-$400		$ -		$ -
PARK BENCH DONATION WITH PLAQUE		$ -		$ -		$ 2,000.00		$ -
TREE DONATION		$ -		$ -		$ 300.00		$ -
SWIMMING POOL								
AGE 6 + PER DAY 1-5 P.M.		$ -		$3.50-$4.50		$ 5.00	4-17 YEARS	$ 5.50
AGE 6 + PER DAY AFTER 5 P.M.		$ -		$350-$450		$ 4.00	17-59 YRS	$ 6.50
TODDLER TIME 0-5YRS WITH PARENT MORNING SESSION ONLY		$ -		$ -		$ 3.00	60+ YRS	$ 3.50
SMALL PUNCH CARD-20 PUNCHES @ $1 PER SESSION		$ -		$ -		$ 20.00		$ -
LARGE PUNCH CARD-40 PUNCHES @ $1 PER SESSION		$ -		$ -		$ 40.00		$ -
WATER AEROBICS PER SESSION		$ -		$ -		$ 5.00		$ -
WATER WALKING AND LAP SWIMMING PER SESSION		$ -		$ -		$ 3.00		$ -
SEASON PASS SMALL FAMILY 3-4 PERSON (EARLY PURCHASE)		$ -		$ 105.00		$ 170.00		$ -
SEASON PASS SMALL FAMILY 3-4 PERSON (LATE PURCHASE)		$ -		$ -		$ 195.00		$168 + $25/ADDITIONAL FAMILY MEMBER
SEASON PASS LARGE FAMILY 5+ PERSON (EARLY PURCHASE)		$ -		$ 135.00		$ 205.00		$ -
SEASON PASS LARGE FAMILY 5+ PERSON (LATE PURCHASE)		$ -		$ -		$ 245.00		$ -
SEASON PASS INDIVIDUAL (EARLY PURCHASE)		$ -		$ -		$ 80.00		$ -
SEASON PASS INDIVIDUAL (LATE PURCHASE)		$ -		$ -		$ 95.00		$ -
BABYSITTER PASS-WITH PURCHASE OF INDIVIDUAL OR FAMILY SEASON PASS		$ -		$ -		$ 40.00		$ -
POOL RENTAL UP TO 50 PEOPLE-SAT & SUN 7:30 P.M. TO 9 P.M.		$ -		$190/HR NOT BASED ON # OF PEOPLE		$ 100.00	1-15 GUESTS	$ 100.00
POOL RENTAL UP 51-100 PEOPLE-SAT & SUN 7:30 P.M. TO 9 P.M.		$ -		$ -		$ 125.00	16-40 GUESTS	$ 125.00
POOL RENTAL UP OVER 100 PEOPLE-SAT & SUN 7:30 P.M. TO 9 P.M.		$ -		$ -		$ 155.00	41 AND UP	$150-$175
LOCKER RENTAL		$ -		$ 2.00		$ -		$ -
NIGHT SWIM 5-7 P.M.		$ -		$ -		$ -		$ 2.50
SWIMMING LESSONS/CHILD		$ -		$ -		$ -		$ 50.00
						$ -		$ -

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
STORM SEWER UTILITY								
RESIDENTIAL SURCHARGE FEE		$ -		$ 1.00		$ 3.00		$ -
NON RESIDENTIAL SURCHARGE FEE		$ -		$5-$10		$ 8.00		$ -
SEWER DEPT RATES FEES								
NEW SEWER MAIN CONNECTION TO MAIN		$ 500.00		$ -		$ -		$ -
SEWER TAP PERMIT		$ 150.00		$ 70.00		65-130		$ -
PRIVATE SEWAGE DISPOSAL		$ 10.00		$ -		$ -		$ -
SEWAGE DISPOSAL AT TREATMENT PLANT		$.10/GAL		$34 + $.15/GAL		$.23/GAL		$ -
RESIDENTIAL SEWER FIRST 333 CF		$ 19.98		$ 8.24		$ 4.72		$ -
RESIDENTIAL OVER 333 PER 100 CF		$ 4.32		$ 4.11		$ 2.61		$ -
COMMERCIAL SEWER RATE FIRST 333 CF		$ 29.11		$ -		$ 4.72		$ -
COMMERCIAL OVER 333 PER 100 CF		$ 4.32		$ -		$ 2.36		$ -
WATER DEPT RATES								
BULK WATER		$5/1000 GAL		$ -		$ -		$ -
FIRE HYDRANT METER		$50/WK		$ -		$ -		$ -
FIRE HYDRANT METER DEPOSIT		$1,000		$ -		$ -		$ -
WATER 100 CU FT		$ 2.34		$ 0.80		$ 1.75		$ -
BASE FEE		$ 22.95		$ -		$ 9.62		$ -
WATER OVER 500 CU FT/100 CU FT		$ 1.73		$1.04 INCREASES EVERY 500 CF		$ -		$ -
WATER NON RESIDENT/100 CU FT		$ 3.51		$ 0.80		$ 3.46		$ -
BASE FEE		$ 34.43		$ -		$ 9.62		$ -
WATER NON RESIDENT OVER 500 CU FT				$1.248 INCREASES EVER 500 CF		$ -		$ -
BASE FEES CALCULATED ON METER SIZE								
5/8" METER				$ 6.50		$ 7.95		$ -
3/4" METER		$ -		$ 6.50		$ 8.27		$ -
1" METER		$ -		$ 6.50		$ 9.16		$ -
1 1/2" METER		$ -		$ 12.00		$ 10.37		$ -
2" METER		$ -		$ 28.50		$ 13.71		$ -
3" METER		$ -		$ 48.50		$ 38.16		$ -
4" METER		$ -		$ 66.00		$ 47.22		$ -
6" METER		$ -		$ 225.00		$ 68.38		$ -
8" METER		$ -		$ 1,250.00		$ 92.54		$ -
10" METER		$ -		$ 4,000.00		$ 125.77		$ -
12" METER		$ -		$ 5,600.00		$ 149.94		$ -
METER TAMPERING		$ -		$ -		$ 135.00		$ -
5/8" WATER METER		$ 310.00		$ 167.50		$ -		$ -
5/8" REGISTER		$ 250.00						
3/4" WATER METER		$ -		$ 186.25		$ -		$ -
1" WATER METER		$ 470.00		$ 263.75		$ -		$ -
1" REGISTER		$ 250.00						
1 1/2" WATER METER		$ 650.00		$ 662.50		$ -		$ -
2" WATER METER		$1000-$1050		$ 1,043.75		$ -		$ -

FEE SCHEDULE COMPARISON

Fees	Notes	McCook	Notes	Grand Island	Notes	Kearney	Notes	Beatrice
3" WATER METER		$950-$3500		$ 1,616.25		$ -		$ -
4" WATER METER		$ -		$ 3,118.75		$ -		$ -
6" WATER METER		$3700-$5700						
WATER DEPT RATES								
THREADED METER TAIL PIECES (PAIR)		$ 20.00						
WATER METER FLANGE KIT		$100-$160		$ 40.00		$ -		$ -
WATER MAIN 4" TAP		$ -		$ 630.00		$ -		$ -
WATER MAIN 6" TAP		$ -		$ 660.00		$ -		$ -
WATER MAIN TAP 8" TAP		$ -		$ 690.00		$ -		$ -
WATER MAIN TAP 10" TAP		$ -		$ 720.00		$ -		$ -
WATER MAIN TAP 12" TAP		$ -		$ 1,030.00		$ -		$ -
WATER MAIN TAP 14" TAP		$ -		$ 1,060.00		$ -		$ -
WATER MAIN TAP 16" TAP		$ -		$ 1,090.00		$ -		$ -
WATER MAIN TAP 18" TAP		$ -		$ 1,120.00		$ -		$ -
WATER MAIN TAP 20" TAP		$ -		$ 1,150.00		$ -		$ -
CURB STOP TURN OFF		$ -		$ 50.00		$ -		$ -
CURB STOP TURN ON-BUSINESS HOURS		$ -		$ 50.00		$ -		$ -
CURB STOP TUNR ON -AFTER HOURS		$ -		$ 375.00		$ -		$ -
LINE VALVE (ON OFF) PLANNED		$ -		$ 300.00		$ -		$ -
4" LINE STOP		$ -		$ 690.00		$ -		$ -
6" LINE STOP		$ -		$ 750.00		$ -		$ -
8" LINE STOP		$ -		$ 810.00		$ -		$ -
10" LINE STOP		$ -		$ 870.00		$ -		$ -
12" LINE STOP		$ -		$ 1,210.00		$ -		$ -
RESIDENTIAL CONNECTION (METER INCLUDED) BASED ON TAPPING 6" MAIN								
3/4" CONNECTION INSIDE SET		$ 1,950.00						
3/4" CONNECTION W/PIT & LID		$ 2,700.00						
1" CONNECTION INSIDE SET		$ 2,200.00						
1" CONNECTION W/PIT & LID		$ 3,100.00						
2" CONNECTION INSIDE SET		$ 3,400.00						
2" CONNECTION W/PIT & LID		$7,900						
COMMERCIAL CONNECTION (METER NOT INCLUDED) BASED ON TAPPING 6" MAIN								
4" CONNECTION		$ 4,500.00						
6" CONNECTION		$ 4,800.00						
POLICE								
ACCIDENT REPORT		$ 5.00		$10 UP TO 10 PGS $1 EA ADD 5 PGS		$ 5.00		$ 3.00
FIREARMS PERMIT		$ 5.00		$ 5.00		$ 5.00		$ 5.00
TOWING FEE		TOW COMPANY CHARGE DOUBLED		ACTUAL COST		$125-$225		$ -
IMPOUND FEES/DAY		$ 5.00		$35 + $12/DAY		$ 10.00		$ -
ALCOHOL TEST FOR DUI/EA		$ -		$ 150.00		ACTUAL COST		$ -
PARKING TICKETS		$ 25.00		$ 15.00		$ 30.00		$ -

FEE SCHEDULE COMPARISON

POLICE										
CRIMINAL RECORDS CHECK		$	-		$	-		$	20.00	$ -

CITY MANAGER'S REPORT
JANUARY 20, 2025, CITY COUNCIL MEETING

ITEM # 4.E.

RECOMMENDATION:

Introduce and approve upon its first reading Ordinance No. 2025-3095 providing for the amendment of TITLE IX, Chapter 91, § 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT (A) (1); and § 91.43 DISCHARGE OF FIREWORKS GENERALLY, increasing the firework permit fee and changing the dates and times of the discharge of fireworks generally.

BACKGROUND:

The current firework ordinance contains dates and times that can be confusing and conflicting with each other. To simplify the ordinance and address the current firework permit fee that was last updated in October of 2012, city staff are proposing two changes to the ordinance.

Chapter 91, § 91.37 Prerequisites and Qualifications for Issuance of Sales Permit states under (A) that Any person making application for a permit required by § 91.36 shall (1) Pay to the city the sum of $75 for each selling period per § 91.36 (A) (1) Pay to the city the sum of $75 for each selling period per § 91.36 (A) which sum shall be retained by the city as an occupation tax. Based on an updated comparison to comparable communities, we are recommending changing this fee to $150.

The second recommended change addresses § 91.43 Discharge of Fireworks Generally. City staff is proposing to change the dates to between the hours of 8:00 a.m. and 10:00 p.m. on June 28 through and including July 2, between the hours of 8:00 a.m. and 11:59 p.m. on July 3 and 4, and between the hours of 8:00 a.m. and 10:00 p.m. on December 28 through and including December 30, and between the hours of 8:00 a.m. December 31 and 1:00 a.m. January 1. This recommendation would align the discharge of fireworks and the sale of fireworks to the same dates. It also removes the use of fireworks on July 5.

A recent review of our ordinance indicated that McCook was the only community that allowed fireworks to be discharged on July 5.

§ 91.43 does state that a person may discharge fireworks at times other than those times designated in this division upon obtaining a permit to do so, which permit shall be issued by the Fire Chief of the Fire Department. However, there were to time constraints on the application. Therefore, we are proposing to add The permit issued shall allow the use of fireworks between the hours of 8:00 a.m. and 11:00 p.m.

FISCAL IMPACT: **None**

RECOMMENDATION:

Introduce and approve upon its first reading Ordinance No. 2025-3095 providing for the amendment of TITLE IX, Chapter 91, § 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT (A) (1); and § 91.43 DISCHARGE OF FIREWORKS GENERALLY, increasing the firework permit fee and changing the dates and times of the discharge of fireworks generally.

APPROVALS:

Lea Ann Doak — 1/14/25
Lea Ann Doak, City Clerk — **Date**

Tera Koetter — 1/14/2025
Tera Koetter, Asst. City Manager — **Date**

14 JAN 2025
Marc A. Harpham, Fire Chief — **Date**

1-14-25
Nate Schneider, City Manager — **Date**

§ 91.35 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

FIREWORKS. Any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration or detonation, and which meets the definition of common or special fireworks set forth by the United States Department of Transportation in Title 49, Code of Federal Regulations.

(Prior Code, § 7-401) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.36 PERMIT REQUIRED FOR RETAIL SALE.

(A) It shall be unlawful for any person to sell, hold for sale, or offer for sale as a distributor, jobber, or retailer any fireworks without first obtaining a license from the State Fire Marshal for that calendar year. Licensed vendors shall only sell fireworks which have been approved by the State Fire Marshal and such permissible fireworks may be sold at retail June 28 through July 4 during the hours of 8:00 a.m. to 10:00 p.m. and December 28 through December 31 during the hours of 8:00 a.m. and 10:00 p.m.

(B) It shall be unlawful for any person to sell or offer to sell at retail within the city any fireworks, as defined and permitted under the statutes of the state, without having first secured a permit from the City Clerk.

(Prior Code, § 7-402) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010) Penalty, see § 91.99

§ 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT.

(A) Any person making application for a permit required by § 91.36 shall:

(1) Pay to the city the sum of ~~$75~~ $150 for each selling period per § 91.36(A) which sum shall be retained by the city as an occupation tax;

(2) File with the Fire Chief a written statement giving the location of the retail outlets;

(3) File with the Fire Chief all applications for permits by June 20 of the year for which the applicant wishes the permit to sell in June and July and by December 20 of the year for which the applicant wishes the permit to sell in December and January; and

(4) Provide to the Fire Chief the manner of storage for their fireworks and the location of the storage place.

(B) No person under the age of 19 years shall be granted a permit.

(C) A past record of violations may result in the denial of a permit. This determination is to be made by the Fire Chief or his or her designee.

(D) All firework stands must be provided with at least one fire extinguisher which is approved by the Fire Chief or his or her designee.

(Prior Code, § 7-403) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.38 TERM OF SALES PERMIT; TRANSFER; DAYS AND HOURS OF SALE.

(A) The permit required by § 91.36, when issued by the Fire Chief, shall be valid beginning June 28 at 8:00 a.m. and ending July 4 at 10:00 p.m. of the year of issue, and shall not be transferable. A second permit will be required for the sale of fireworks during the second period of December 28 through December 31. This permit shall be valid beginning December 28 at 8:00 a.m. and ending December 31 at 10:00 p.m. of each year of issue, and shall not be transferable.

(B) Fireworks may be sold June 28 through July 4 during the hours of 8:00 a.m. to 10:00 p.m. and December 28 through December 31 during the hours of 8:00 a.m. to 10:00 p.m.

(Prior Code, § 7-404) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.39 PUBLIC DISPLAYS.

Public exhibitions or displays of discharging fireworks may be conducted without a sales permit, but shall be conducted according to rules and regulations prescribed by the State Fire Marshal in cooperation with the City Fire Chief. Where supervisors are required, the sponsor of the exhibition or display shall hire or engage the services of supervisors, who shall be approved by the City Fire Chief.

(Prior Code, § 7-405) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.40 PERSON IN CHARGE OF STAND.

Any licensed fireworks stand or firm engaged in the sale of fireworks shall have a person age 16 years or older in charge of the sale of fireworks and on the stand premises at all times.

(Prior Code, § 7-406) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

§ 91.41 PERMITTED FIREWORKS; PROHIBITED FIREWORKS; TEMPORARY BAN.

(A) *Generally.* It shall be unlawful for any person to ignite or cause to be exploded fireworks or firecrackers of any description whatsoever, except as defined and permitted under the statutes of the state.

(B) *Exceptions.* The provisions of this section shall not apply to any fireworks to be used for the purpose of public exhibitions or display under the authorization of the governing body, or to fireworks furnished for agricultural purposes pursuant to written authorization from the State Fire Marshal.

(C) *Temporary ban prohibiting the use of permissible fireworks.* If the use of permissible fireworks within the city during the current and forecasted weather conditions creates a very high risk of fire danger within the city and areas surrounding the city that represents an unacceptable risk to the public's health, safety and welfare, the McCook City Council may issue a temporary ban that prohibits the discharge of all fireworks. This decision will be based on current and forecasted weather conditions and Red Flag Warnings after consultation with the Fire Chief and/or his or her representative.

(1) This temporary ban shall not however, apply to the possession, storage or sale of permissible fireworks, which activities shall continue to be legal as currently authorized in accordance with the applicable provisions of this Fire Code.

(2) Nothing herein shall be deemed to prohibit an annual Fourth of July professional fireworks display by the City of McCook or duly authorized agent/organization/or individual.

(D) *Penalty.* Violations of this section shall be enforced, cited, prosecuted and punished as misdemeanor offenses in accordance with § 91.99(A). In addition, the remaining and undischarged permissible fireworks in possession of a person cited for a violation under this section may be seized, subject to any Fourth Amendment requirements, by the City Police Department as evidence and, if the person cited is convicted of the violation, the Court may order the seized permissible fireworks to be destroyed as contraband by the McCook Police Department.

(Prior Code, § 7-407) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2012-2886, passed 11-19-2012) Penalty, see § 91.99

§ 91.42 THROWING FIRECRACKERS.

It shall be unlawful for any person to throw any firecracker, or any object which explodes upon contact with another object, from or into a motor vehicle, onto any street, highway, or sidewalk, at or near any person, into any building, or into or at any group of persons. It shall further be unlawful to discharge fireworks within 100 feet of a fireworks stand.

(Prior Code, § 7-408) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010) Penalty, see § 91.99

§ 91.43 DISCHARGE OF FIREWORKS GENERALLY.

Permitted days and hours. Fireworks may be discharged only during the period of time between the hours of 8:00 a.m. and 10:00 p.m. on June 28 through and including July 2, between the hours of 8:00 a.m. and 11:59 p.m. on July 3 and 4, ~~between the hours of 8:00 a.m. and 11:00 p.m. July 5,~~ and between the hours of 8:00 a.m. and ~~9:00~~ 10:00 p.m. on December 28 through and including December 30, and between the hours of 8:00 a.m. December 31 and 1:00 a.m. January 1. A person may discharge fireworks at times other than those times designated in this division upon obtaining a permit to do so, which permit shall be issued by the Fire Chief of the Fire Department. The permit issued shall allow the use of fireworks between the hours of 8:00 a.m. and 11:00 p.m.

A person commits the offense of discharging fireworks if he/she discharges fireworks except during the periods and times as specified above.

ORDINANCE NO. 2025-3095

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 91, ENTITLED "FIRE PREVENTION; FIREWORKS; POISONOUS OR FLAMMABLE GAS; EXPLOSIVES" IN TITLE IX "GENERAL REGULATIONS', SECTION 91.37 - PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT AND SECTION 91.43 - DISCHARGE OF FIREWORKS GENERALLY, AMENDING THE PERMIT FEE AND THE DATES AND TIMES OF DISCHARGE; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. The City of McCook Code of Ordinances Chapter 91, Section 91.37 - Prerequisites and Qualifications for Issuance of Sales Permit, is hereby amended to read as follows:

§ 91.37 PREREQUISITES AND QUALIFICATIONS FOR ISSUANCE OF SALES PERMIT.

(A) Any person making application for a permit required by § 91.36 shall:

(1) Pay to the city the sum of ~~$75~~ $150 for each selling period per § 91.36 (A) which sum shall be retained by the city as an occupation tax;

(2) File with the Fire Chief a written statement giving the location of the retail outlets;

(3) File with the Fire Chief all applications for permits by June 20 of the year for which the applicant wishes the permit to sell in June and July and by December 20 of the year for which the applicant wishes the permit to sell in December and January; and

(4) Provide to the Fire Chief the manner of storage for their fireworks and the location of the storage place.

(B) No person under the age of 19 years shall be granted a permit.

(C) A past record of violations may result in the denial of a permit. This determination is to be made by the Fire Chief or his or her designee.

(D) All firework stands must be provided with at least one fire extinguisher which is approved by the Fire Chief or his or her designee.

(Prior Code, § 7-403) (Ord. 2002-2636, passed 11-4-2002; Ord. 2007-2801, passed 11-5-2007; Ord. 2010-2846, passed 12-6-2010)

Section 2. The City of McCook Code of Ordinances Chapter 91, Section 91.43 - Discharge of Fireworks Generally, is hereby amended to read as follows:

§ 91.43 DISCHARGE OF FIREWORKS GENERALLY.

Permitted days and hours. Fireworks maybe discharged only during the period of time between the hours of 8:00 a.m. and 10:00 p.m. on June 28 through and including July 2, between the hours of 8:00 a.m. and 11:59 p.m. on July 3 and 4, ~~8:00 a.m. and 11:00 p.m. on June 23 through and including July 3, between the hours of 8:00 a.m. and 11:59 p.m. on July 4, between the hours of 8:00 a.m. and 11:00 p.m. July 5,~~ and between the hours of 8:00 a.m. and ~~9:00~~ 10:00 p.m. on December 28 through and including December 30, and between the hours of 8:00 a.m. December 31 and 1:00 a.m. January 1. A person may discharge fireworks at times other than those times designated in this division upon obtaining a permit to do so, which permit shall be issued by the Fire Chief of the Fire Department. The permit issued shall allow the use of fireworks between the hours of 8:00 a.m. and 11:00 p.m. A person commits the offense of discharging fireworks if he/she discharges fireworks except during the periods and times as specified above.

(Ord. 2007-2801, passed 11-5-2007; Ord. 2009-2833, passed 11-2-2009; Ord. 2010-2846, passed 12-6-2010) Penalty, see § 91.99

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

_____
Lea Ann Doak, City Clerk-Treasurer

CITY MANAGER'S REPORT
JANUARY 20, 2025 CITY COUNCIL MEETING

ITEM: 4.F.

RECOMMENDATION:

Introduce and approve on its third and final reading Ordinance No. 2024-3092 amending the City of McCook Code of Ordinances Chapter 52, entitled "Water" in Title V "Departments", repealing Section 52.28 – Unsafe Connection; Backflow Hazard and adding Subchapter "Cross Connection Control"; Chapter 50, entitled "Municipal Utilities" in Title V "Departments", Section 50.01 Delinquent Bill Charges; Chapter 38, entitled "Fee Schedule" in Title III " Administration", Appendix C: Delinquent Bill Charges

BACKGROUND:

Ordinance 2024-3092 is the Water Departments guide to backflow control and cross connections the City of McCook's public water system. The current Ordinance (52.28) is insufficient and does not offer the information needed for a proper Backflow and Cross Connection program. The new Ordinance will give the Water Department more leverage in controlling Backflow devices and testing them to assure the devices are working properly. The new Ordinance will also give the Water Department authority to discontinue the water service if the ordinance is not followed properly when it comes to testing and corresponding with the City Water Department.

In addition, amend Chapter 38 Fee Schedule Appendix C: Delinquent bill charges and Chapter 50 Municipal Utilities to read "If not paid by 4:00 pm on the 22nd of the month, a $15.00 charge will be added. If the 22nd falls on a weekend or holiday, payment will be accepted until 4:00 pm on the next business day".

FISCAL IMPACT: None

APPROVALS:

Pat Fawver, Utility Director — 1-15-2025 — Date

Nate Schneider, City Manager — 1-15-25 — Date

Lea Ann Doak, City Clerk — 1/15/25 — Date

ORDINANCE NO. 2024-3092

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 52, ENTITLED "WATER" IN TITLE V "DEPARTMENTS", BY REPEALING SECTION 52.28 - UNSAFE CONNECTION; BACKFLOW HAZARD AND ADDING SUBCHAPTER "CROSS CONNECTION CONTROL"; CHAPTER 50, ENTITLED "MUNICIPAL UTILITIES" IN TITLE V "DEPARTMENTS", SECTION 50.01 DELINQUENT BILL CHARGES; CHAPTER 38, ENTITLED "FEE SCHEDULE" IN TITLE III "ADMINISTRATION", APPENDIX C: DELINQUENT BILL CHARGES; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCOOK, NEBRASKA:

Section 1. That the City of McCook Code of Ordinances, Chapter 52, entitled "Water" in Title V "Departments", Section 52.28 - Unsafe Connection; Backflow Hazard, shall be and hereby is repealed.

Section 2. The City of McCook Code of Ordinances is hereby amended by adding Subchapter "Cross Connection Control" to Chapter 52, entitled "Water" in Title V "Departments" to read as follows:

CROSS CONNECTION CONTROL

§ 52.78 GENERAL POLICY AND PURPOSE; APPLICABILITY OF SUBCHAPTER.

(A) *Purpose.* The purpose of this subchapter is to:

(1) Protect the public potable water supply of the city water system from the possibility of contamination or pollution by isolating real or potential sources of contamination or pollutants which may backflow or cause back siphonage through the service connection into the public potable water supply system, as required by Title 179, NAC 2 "Regulations Governing Public Water Supply Systems";

(2) Promote the elimination, containment, isolation or control of existing cross connections, actual or potential, between the public or consumer's potable water systems and non-potable water systems, plumbing fixtures and industrial process systems; and

(3) Provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

(B) *Applicability.* This subchapter shall apply to all premises served by the public potable water system of the city.

(C) *Policy.*

(1) This subchapter will be reasonably interpreted as the city's intent to recognize the varying degrees of hazard and to apply the principle that the degree of protection shall be commensurate with the degree of hazard.

(2) The city water department shall be primarily responsible for protection of the public potable water distribution system from contamination or pollution due to backflow of contaminants or pollutants through the water service connection. The cooperation of all consumers is required to implement and maintain the program to control cross connections. The consumer is responsible for preventing contamination of the water system within the consumer's own premises.

(3) If, in the judgment of the Water Department or the state's Department of Health or their authorized representative, cross connection protection is required through either piping modification or installation of an approved backflow prevention device, 30 days' notice shall be given to the consumer. The failure, refusal or inability on the part of the consumer to provide requested protection within 30 days shall make the consumer subject to discontinuance of water service at the discretion of the Water Department, according to the degree of hazard, without further notice.

§ 52.79 DEFINITIONS.

The following words, terms and phrases, when used in this subchapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

AIR GAP SEPARATION. The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the overflow level rim of the receptacle.

AUXILIARY WATER SUPPLY. Any water source or system, other than the public water supply, that may be available in the building or premises.

BACKFLOW. The flow, other than the intended direction of flow, of any foreign liquids, gases or substances into the distribution system of a public water supply.

BACKFLOW PREVENTION DEVICE. Any device, method or type of construction intended to prevent backflow into a potable water system, provided backflow preventers have been tested and approved by a reputable testing laboratory.

CONSUMER. The owner or person in control of any premises supplied by or in any manner connected to a public water system.

CONTAINMENT. Protection of the public water supply by installing a cross connection control device or air gap separation on the main service line to a facility, or as an installation within equipment handling potentially hazardous materials.

CONTAMINATION. An impairment of the quality of the water by sewage, process fluids or other wastes to a degree which could create an actual hazard to the public health through poisoning or through spread of disease by exposure.

CROSS CONNECTION. Any physical link between a potable water supply and any other substance, fluid or source which makes possible contamination of the potable water supply due to the reversal of flow of the water in the piping or distribution system.

HAZARD, DEGREE OF. An evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

(1) ***HAZARD, HEALTH.*** Any condition, device or practice in the water supply system and its operation which could create or may create a danger to the health and well-being of the water consumer.

(2) ***HAZARD, PLUMBING.*** A plumbing type cross connection in a consumer's potable water system that has not been properly protected by a vacuum breaker, air gap separation or backflow prevention device.

(3) ***HAZARD, POLLUTION.*** An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

(4) ***HAZARD, SYSTEM.*** An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system, or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

INDUSTRIAL PROCESS SYSTEM. Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollution or plumbing hazard if introduced into a potable water supply.

ISOLATION. Protection of a facility service line by installing a cross connection control device or air gap separation on an individual fixture, appurtenance or system.

POLLUTION. The presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water to a degree which does not create an actual hazard to the public health but which, does adversely and unreasonably affect the water for domestic use.

PUBLIC POTABLE WATER SYSTEM. Any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the appropriate state or local regulatory agency.

SERVICE CONNECTION. The terminal end of a service line from the public water system. If a meter is installed at the end of the service, then the term ***SERVICE CONNECTION*** means the downstream end of the meter.

WATER DEPARTMENT. The owner, operator or individual in responsible charge of a public water system.

§ 52.80 CROSS CONNECTIONS PROHIBITED.

(A) No water service connection shall be installed or maintained to any premises where actual or potential cross connections as required by the laws and regulations of the state to the public potable or consumer's water system may exist.

(B) No connection shall be installed or maintained whereby an auxiliary water supply may enter a public potable or consumer's water system.

(C) No water service connection shall be installed or maintained to any premises in which the plumbing system, facilities and fixtures have not been constructed and installed using acceptable plumbing practices of the latest edition of the International Plumbing Code as considered by the city's Water Department as necessary for the protection of health and safety.

§ 52.81 SURVEY AND INVESTIGATIONS; RESPONSIBILITIES OF CONSUMER.

(A) The consumer shall provide access to the premises at reasonable times to the city's Water Department, or its authorized representative, for the conduction of surveys and investigations of water use practices within the consumer's premises to determine whether there are actual or potential cross connections to the consumer's water system through which contaminants or pollutants could backflow into the public potable water system.

(B) On request by the city's Water Department or its authorized representative, the consumer shall furnish information on water use practices within his or her premises.

(C) It shall be the responsibility of the water consumer to conduct periodic surveys of water use practices on his or her premises to determine whether there are actual or potential cross connections to his or her water system through which contaminants or pollutants could backflow into his or her or the public potable water system.

§ 52.82 TYPE OF PROTECTION REQUIRED.

The type of protection required by this subchapter shall depend on the degree of hazard which exists, as follows. An approved air gap separation or an approved reduced pressure principle backflow prevention device or an approved dual checkvalve assembly shall be installed where the public potable water system may be polluted with substances that could cause a health hazard.

§ 52.83 PREMISES WHERE PROTECTION IS REQUIRED.

(A) An approved backflow prevention device shall be installed in the service connection line to a consumer's water system or within any premises where actual or potential hazards to the public potable water system exist. The type and degree of protection required shall be commensurate with the degree of hazard.

(B) An approved air gap separation or reduced pressure principle backflow prevention device shall be installed at the service connection or within any premises where the nature and extent of activities on the premises, or the materials used in connection with the activities, or materials stored on the premises, would present an immediate and dangerous hazard to health should a cross connection occur, even though the cross connection may not exist at the time the backflow prevention device is required to be installed. This includes but is not limited to the following situations:

(1) Premises having an auxiliary water supply;

(2) Premises having internal cross connections that are not correctable, or intricate plumbing arrangements which make it impractical to ascertain whether or not cross connections exist;

(3) Premises where entry is restricted so that inspections for cross connections cannot be made with sufficient frequency or at sufficiently short notice to ensure that cross connections do not exist;

(4) Premises that although not covered by this subchapter are subject to frequent modification which would change their status, or premises that have had violations of this subchapter;

(5) Premises on which any substance is handled under pressure so as to permit entry into the public water supply, or where a cross connection could reasonably be expected to occur. This shall include the handling of process waters and cooling waters; and/or

(6) Premises where materials of a toxic or hazardous nature are handled such that, if siphonage or back pressure should occur, a serious health hazard may result.

(C) The following types of facilities must install or have in operation an approved air gap separation, atmospheric vacuum breaker, pressure vacuum breaker, dual check valve assembly, or reduced pressure principle backflow prevention device as required by the city's Water Department to protect the public water supply, and the equipment must be installed at these facilities unless all hazardous or potentially hazardous conditions have been eliminated or corrected:

(1) Auxiliary water systems;

(2) Beverage bottling plants and food processing plants;

(3) Canneries, packinghouses and reduction plants;

(4) Carwashing facilities and automobile servicing facilities;

(5) Chemical manufacturing, processing, compounding or treatment plants;

(6) Chemically contaminated water systems;

(7) Dairies and cold storage plants;

(8) Film laboratories, film development facilities and testing laboratories;

(9) Fire protection systems;

(10) Hazardous waste storage and disposal;

(11) Hospitals, mortuaries, clinics, nursing and convalescent homes and medical facilities;

(12) Sprinkler systems and hose connections injecting directly material of a toxic or hazardous nature;

(13) Laundries and dye works and dry cleaners;

(14) Metal manufacturing, cleaning, processing and fabricating plants;

(15) Oil and gas production, storage or transmission properties;

(16) Plating plants;

(17) Printing and publishing facilities;

(18) Research and analytical laboratories;

(19) Sewage and storm drainage facilities pumping stations;

(20) Zoological and horticultural gardens;

(21) All cemetery sprinkler systems;

(22) Pet grooming and veterinarian facilities, kennels, stockyards and feedyards;

(23) Swimming pools;

(24) Cooling coil service lines (refrigeration, air conditioning and the like);

(25) All hot water and steam boiler heating systems with water recirculating;

(26) Lawn irrigation systems. All lawn irrigation systems must have a pressure vacuum breaker or dual check valve assembly;

(27) Hose connections. All garden hose type connections must have hose bib vacuum breakers;

(28) Yard hydrants. The installation of new or replacement yard hydrants where water is available or accessible for drinking or culinary purposes, and which have a drip opening below the ground surface, is prohibited unless the hydrants are equipped with an approved device to prevent entrance of groundwater into chambers connected with the water supply. Yard hydrants or hose bibs which would be used by the consumer to provide water to mix pesticides, fertilizer or other chemicals for direct use or aerial application to surface areas shall be equipped with an anti-siphon vacuum breaker;

(29) Booster pumps. No person shall install or maintain a water service connection to any premises where a booster pump has been installed on the service line to or within such premises, unless the booster pump is equipped with a low pressure cutoff designed to shut off the booster pump when the pressure in the service line on the suction side of the pump drops to 20 pounds per square inch gauge or less. It shall be the duty of the customer to maintain the low pressure cutoff device in proper working order. The Utilities Director may require testing at any time if it is suspected that a problem exists with the device; and

(30) Multistoried buildings greater than 3 stories. These facilities, falling into 1 or more of the categories listed in this section, will be given 6 months after passage of the ordinance from which this subchapter is derived to comply with this subchapter, except those facilities or systems which are determined by the city's Water Department to be an immediate or severe health hazard, in which case that system or facility shall be required to comply immediately with this subchapter.

§ 52.84 APPROVED BACKFLOW PREVENTION DEVICES.

(A) Any backflow prevention device required by this subchapter shall be of a model or construction approved by the city's Water Department.

(1) An air gap separation, to be approved, shall be at least double the diameter of the supply pipe measured vertically above the flood level rim of the vessel, but in no case less than 1 inch.

(2) A double checkvalve assembly or a reduced pressure principle backflow prevention device shall be approved by the city's Water Department and shall appear on the current list of approved backflow prevention devices established by the Water Department.

(B) Existing testable backflow prevention devices approved by the water purveyor at the time of installation and properly maintained shall, except for inspection and maintenance requirements, be excluded from the requirements of this subchapter so long as the city's Water Department is assured that they will satisfactorily protect the water system. Whenever the existing device is moved from its present location, or requires more than minimum maintenance, or when the Water Department finds that the maintenance constitutes a hazard to health, the unit shall be replaced by a backflow prevention device meeting the requirements of this subchapter.

§ 52.85 INSTALLATION OF BACKFLOW PREVENTION DEVICES.

(A) Backflow prevention devices required by this subchapter shall be installed by a licensed plumber at a location and in a manner approved by the city's Water Department or according to the latest addition of the International Plumbing Code, and shall be installed at the expense of the water consumer.

(B) Backflow prevention devices installed on the service line to the consumer's water system shall be located on the consumer's side of the water meter, and prior to any other connection.

(C) Backflow prevention devices shall be located so as to be readily accessible for maintenance and testing, and protected from freezing, and where no part of the device will be submerged or subject to flooding by any fluid.

(D) Backflow prevention devices for underground sprinklers that have an opening to the atmosphere shall be located at least 12 inches from the bottom of the valve above the highest ground served by the sprinkler system.

§ 52.86 INSPECTION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES.

(A) It shall be the duty of the consumer at any premises on which backflow prevention devices required by this subchapter are installed to have inspections,

tests and overhauls made by licensed state-certified backflow tester/repair technicians in accordance with the following schedule, or more often where inspections indicate a need.

(1) Air gap separations shall be inspected at the time of installation and at least every 12 months thereafter.

(2) Double checkvalve assemblies shall be inspected and tested for tightness at the time of installation and at least every 12 months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed, and at least every 3 years.

(3) Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every 12 months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed, and at least every 5 years.

(B) Overhauls of backflow prevention devices shall be made at the expense of the water consumer and shall be performed by a state-certified backflow prevention device tester.

(C) Backflow prevention devices designed with testing cocks shall be inspected and tested each year, and the tests shall be performed by a state-certified backflow prevention device tester and will be at the expense of the water consumer except as stated in division (G) below.

(D) Whenever backflow prevention devices required by this subchapter are found to be defective, they shall be repaired or replaced at the expense of the consumer without delay.

(E) The water consumer must maintain a complete record of each backflow prevention device that has test cocks, from purchase to retirement. Records of inspections, tests, repairs and overhauls performed by others shall be submitted to the city's Water Department annually.

(F) Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective.

(G) Lawn irrigation backflow devices designed with testing cocks shall be inspected and tested at the time of installation and at least every 3 years thereafter. The tests shall be performed by a state-certified backflow prevention device tester and will be at the expense of the water consumer.

(H) Further regulations concerning the installation of sprinkler systems and backflow prevention devices are found in the latest edition of the Internation Plumbing Code.

§ 52.079 VIOLATIONS; ABATEMENT ACTIONS.

(A) The city's Water Department or water purveyor shall have the right to deny or discontinue, after 10 days' notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by this subchapter is not installed, tested and maintained in a manner acceptable to the city's Water Department; if it is found that the backflow prevention device has been removed or bypassed; if an unprotected cross connection exists on the premises; or if the consumer fails to provide the periodic survey as requested according to § 52.081 of the subchapter.

(B) Water service to the premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with this subchapter to the satisfaction of the city's Water Department.

(C) The appropriate state or local regulatory agency, City Manager, and City Council shall be advised of inspection findings, and the violation abatement action pursued by the city's Water Department, and consulted prior to violation abatement action on items having to do with public health significance.

Section 3. That the City of McCook Code of Ordinances, Chapter 50, entitled "Municipal Utilities", in Title V "Departments", Section 50.01 Delinquent Bill Charges, shall be and hereby is amended to read as follows:

§ 50.01 DELINQUENT BILL CHARGES.

All bills of the city for utility service charges shall be delinquent if not paid by 4:00 P.M., twenty-two (22) days after the date of the bill. If said date falls on a weekend or holiday, payment will be accepted until 4:00 P.M. on the next business day. All utility service charges not paid within that time shall incur an administrative handling charge as set forth in Chapter 38, Fee Schedule to reflect the additional costs incurred by the city in rebilling, sending delinquency notices, and otherwise handling the unpaid account. Payment of this handling charge will be required to avoid disconnection, and before reconnection.
(Prior Code, § 3-1103) (Ord. 2006-2782, passed 11-6-2006)

Section 4. That the City of McCook Code of Ordinances, Chapter 38, entitled "Fee Schedule", in Title III "Administration", Appendix C: Delinquent Bill Charges, shall be and hereby is amended to read as follows:

APPENDIX C: DELINQUENT BILL CHARGES.

All bills of the city for utility service charges shall be delinquent if not paid by 4:00 P.M., twenty-two (22) days after the date of the bill. If said date falls on a weekend or holiday, payment will be accepted until 4:00 P.M. on the next business day. All utility service charges not paid within that time shall incur an administrative handling charge of $15 to reflect the additional costs incurred by the city in rebilling, sending delinquency notices, and otherwise handling the

unpaid account. Payment of this handling charge will be required to avoid disconnection, and before reconnection.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Linda Taylor, Ex-Officio Mayor
and President of the Council

ATTEST:

_____
Lea Ann Doak, City Clerk-Treasurer