

**AGENDA
CITY COUNCIL MEETING
July 2, 2019**

1. Call the Meeting to Order – 5:30 p.m.

2. Pledge of Allegiance

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the Council Chambers.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. Approval of Minutes – June 18, 2019

4. Approval of Claims

5. Presentation by the Jerry Allemann, representing the Nebraska Natural Resource District, of the \$30,000 grant the City of Wayne received to assist in the funding of the Versacourt Play Area Project at College Hill Park

6. Report to Council on LB 840 Activity — Luke Virgil, Director of Wayne Area Economic Development

7. Resolution 2019-38: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (WSC Homecoming Parade and Band Day – Saturday, October 5, 2019)

8. Action on the Contract for Services between the City of Wayne and the Board of Trustees of the Nebraska State Colleges – Wayne State College for the homecoming parade on Saturday, October 5, 2019

9. Update on the Northeast electric system and further upgrades and the impact on the City of Wayne system — Tracy Golden, General Manager of Northeast Power and David Levy, Attorney of Baird Holm LLP

Background: Tracy Golden is the new General Manager at Northeast Power. He will update the Council on equipment upgrades the district is making to its system. He and David Levy will share how the Southwest Power Pool integrates with public power delivery.

10. Resolution 2019-39: Appointing JEO Consulting Group, Inc., as the special engineer to be used on various City of Wayne projects in 2019 and approving the Master Services Agreement between the City of Wayne and JEO Consulting Group, Inc.

11. Resolution 2019-40: Approving the specifications and authorizing the purchase of a 2019 Ford F-350 Super Duty Pick-up Truck through the State bid system as per the bid proposal received from Arnie's Ford — \$40,750.00

Background: We are waiting to see how long this State bid is good. Administrator Blecke would like to see this purchase come out of the 2019-2020 budget. This purchase was to be paid for in 2018-2019, but the new Freightliner took a full 12 months to be paid out of this line item (therefore was paid out of current budget instead of 17-18).

12. [Ordinance 2019-7: Adopting the Standard Specifications for Construction of Water, Sewer, Storm Sewer and Paving Manual \(Third and Final Reading\)](#)
13. [Ordinance 2019-8: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 70 General Provisions — All-Terrain and Utility Vehicles \(Second Reading\)](#)

Background: The ordinance in the packet is the original version. Councilmember Eischeid will have information to you either before the meeting or at meeting time.

14. [Resolution 2019-41: Approving City Administrator Employment Agreement](#)
15. Adjourn

**MINUTES
CITY COUNCIL MEETING
June 18, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, June 18, 2019, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Dwaine Spicker, Jennifer Sievers, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Terri Buck and Jon Haase.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 6, 2019, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of June 4, 2019, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERICAN UNDERGROUND SUPPLY, SU, 2203.32; AMERITAS, SE, 72.00; AMERITAS, SE, 109.31; AMERITAS, SE, 2976.20; AMERITAS, SE, 105.28; APPEARA, SE, 146.59; ARMSTRONG, KEVIN, RE, 100.00; BAKER & TAYLOR BOOKS,

SU, 635.36; BEESON, BEV, RE, 150.00; BORDER STATES INDUSTRIES, SU, 706.20; CANTRELL, TONY, RE, 100.00; CITY EMPLOYEE, RE, 593.72; CITY EMPLOYEE, RE, 196.45; CITY EMPLOYEE, RE, 1889.36; CITY EMPLOYEE, RE, 633.18; CITY OF WAYNE, PY, 92965.85; CITY OF WAYNE, RE, 2169.09; CLAUSSEN, HEATHER, SE, 880.00; COPY WRITE PUBLISHING, SE, 292.06; CREDIT BUREAU SERVICES, RE, 372.61; DAVE'S DRY CLEANING, SE, 63.00; DEARBORN NATIONAL LIFE, SE, 2409.00; DEMCO, SU, 209.13; DUTTON-LAINSON COMPANY, SU, 1318.24; EASYPERMIT POSTAGE, SU, 1840.03; ECHO GROUP, SU, 645.42; ETS CORPORATION, SE, 55.94; ETS CORPORATION, SE, 1044.74; ETS CORPORATION, SE, 1453.91; FAITH REGIONAL PHYSICIAN SERV., SE, 30.00; FLOOR MAINTENANCE, SU, 194.91; HAWKINS, SU, 1170.71; HELENA AGRICULTURE ENTERPRISES, SU, 130.00; HILAND DAIRY, SE, 60.53; ICMA, SE, 10738.35; INGRAM LIBRARY SERVICES, SU, 669.17; INTERSTATE BATTERY SYSTEM, SU, 362.85; IOWA PUMP WORKS, SU, 2782.00; IRS, TX, 3761.30; IRS, TX, 13704.28; IRS, TX, 16082.82; JACK'S UNIFORMS, SU, 59.90; JESSI JENSEN, RE, 35.00; KNIFE RIVER MIDWEST, SE, 2266.35; LUTT OIL, SU, 5564.78; MARCO, SE, 141.00; MATHESON-LINWELD, SU, 34.96; MIDWEST LABORATORIES, SE, 282.00; NATP, FE, 85.00; NE DEPT OF REVENUE, TX, 5248.48; NPPD, SE, 29279.79; NORFOLK DAILY NEWS, SE, 667.20; NORTHEAST DIESEL, SE, 80.00; PENGUIN RANDOM HOUSE, SU, 150.00; PEPSI COLA OF SIOUXLAND, SU, 866.85; PITNEY BOWES, SE, 1497.56; QHA CLEANING, SE, 1221.62; QUALITY FOOD CENTER, SU, 51.96; QUALITY FOOD CENTER, SU, 65.15; RDG PLANNING & DESIGN, SE, 620.00; RESCO, SU, 549.46; REZURRECTED ROD & KUSTOM, SE, 333.58; ROBERT WOehler & SONS, SE, 11423.70; RODRIGUEZ, NANCY, SE, 35.00; SKARSHAUG TESTING LAB, SE, 176.72; STAPLES, SU, 207.89; STATE NEBRASKA BANK & TRUST, RE, 45475.00; STATE NEBRASKA BANK & TRUST, RE, 25262.50; STATE NEBRASKA BANK & TRUST, RE, 164615.00; STATE NEBRASKA BANK & TRUST, SE, 46.08; TRI-STATE COMMUNICATIONS, SU, 2195.00; VAN DIEST SUPPLY, SU, 265.75; VERIZON, SE, 317.83; WAYNE COUNTY CLERK, SE, 62.00; WAYNE FIREWORKS COMMITTEE, RE, 2000.00; WAYNE HERALD, SE, 433.00; WAYNE HERALD, SE, 1185.03; WAYNE VETERINARY CLINIC, SE, 140.00; WESCO, SU, 7605.56; WESCO, SU, 108.07; WESCO, SU, -535.00; WAPA, SE, 15721.26; WISNER WEST, SU, 89.83; ZACH HEATING & COOLING, SE, 766.00; ACTIVE NETWORK, SU, 545.70; AMAZON.COM, SU, 726.65; ASPM LANDSCAPES, SE, 2675.27; BATTERY SOLUTIONS, SU, 109.95; BIG RIVERS ELECTRIC CORPORATION, SE, 163140.90; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1153.00; BORDER STATES INDUSTRIES, SU, 263.22; BOSSMAN, KARLA, RE, 150.00; BSN SPORTS, SU, 578.90; CHRISTENSEN, DOUG, RE, 100.00; CITY EMPLOYEE, SE, 400.00; CITY EMPLOYEE, RE, 95.00; CITY EMPLOYEE, RE, 130.24; CITY EMPLOYEE, RE, 85.31; CITY EMPLOYEE, RE, 446.88; CORNHUSKER STATE INDUSTRIES, SU, 692.29; COTTONWOOD WIND PROJECT, SE, 14327.04; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; DGR & ASSOCIATES, SE, 3576.50; EAKES OFFICE PLUS, SE, 213.11; ED M. FELD EQUIPMENT, SU, 20.00; GALE/CENGAGE LEARNING, SU, 99.41; GERHOLD CONCRETE, SU, 72.75; GIS WORKSHOP, SE, 4284.00; HAUFF MID-AMERICAN SPORTS, SU, 253.20; HAWKINS, SU, 1997.36; HILAND DAIRY, SE, 61.70; L.G. EVERIST, SU, 738.72; MARCO TECHNOLOGIES, SE, 182.96; MAXNET SECURITY, SE, 2290.50; METERING & TECHNOLOGY SOLUTIONS, SU, 879.33; MIDWEST TAPE, SU, 284.92; NE STATEWIDE EMS CONFERENCE, FE, 200.00; NEBRASKA ENVIRONMENTAL PRODUCTS, SU, 560.05; NNEDD, SE, 1040.00; NOVA FITNESS EQUIPMENT, SE, 364.50; PAR MAR SECURITY SERVICES, SE, 1232.64; PEERLESS WIPING CLOTH CO, SU, 425.50; POLLARD PUMPING, SE, 250.00; QUALITY 1 GRAPHIC, SU, 300.00; RECREONICS, SU, 3969.90; STADIUM SPORTING GOODS, SE, 275.00; STAPLES, SU, 459.42; WAYNE AUTO PARTS, SU, 684.40; WAYNE COUNTY COURT, RE, 300.00; WESCO, SU, 513.60; ZEE MEDICAL SERVICE, SU, 409.45

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, introduced Jaret Harmer and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving the membership application of Jaret Harmer to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Eischeid, to adjourn as Mayor and City Council and convene as the Board of Equalization. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried.

Administrator Blecke stated the following Resolution would approve the assessments on Water Extension District No. 2017-01. This project extended the water line to the Beaumont/Wayne Area Event Center. The recommendation is to set the interest rate at 4.25%, that being the same rate that was set on the street and sanitary sewer improvement districts on 4th Street back in May. He noted that interest rates have been as high as 8% back in 2000 and as low as 3.5% back in 2013. In addition, he recommended the term of the loan be set at 15 years.

The entire district consists of three parcels:

- Lot 1, Beaumont First Addition — \$33,564.44;
- Un-annexed property owned by Josie Broders (deferred until developed) — \$31,053.75; and
- Golf Course to the well (not assessable) — \$17,969.10

Josie Broders was present.

Councilmember Brodersen introduced Resolution 2019-36, and moved for its approval with the interest rate being set at 4.25% and the term of the loan being set at 15 years; Councilmember Eischeid seconded.

RESOLUTION NO. 2019-36

A RESOLUTION MAKING ASSESSMENTS IN WATER EXTENSION DISTRICT NO. 2017-01 (BEAUMONT/WAYNE AREA EVENT CENTER).

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, to adjourn as the Board of Equalization and reconvene as Mayor and City Council. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, reviewed the Interlocal Agreement to Share Law Enforcement Services between the City and Wayne State College. The monetary amount has increased from \$30,000 to \$30,570 (July 1, 2019-June 30, 2020) and will be increased by the lesser of 5% or the end of March Consumer Price Index. In addition, the term of this agreement has been changed from annually to 3 years.

Councilmember Eischeid introduced Resolution No. 2019-37 and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2019-37

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried.

Councilmember Spieker introduced Ordinance No. 2019-7, and moved for approval of the second reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2019-7

AN ORDINANCE ADOPTING THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER, SEWER, STORM SEWER AND PAVING MANUAL.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Marlen Chinn, Police Chief, stated the following Ordinance would amend City Code regarding all-terrain and utility vehicles to bring the same in line with State Statutes.

Attorney Miller reviewed those that were State Statute amendments and those that were City amendments.

Councilmember Eischeid suggested tabling the ordinance so that it could be reviewed again to make sure everything is enforceable therein. State Statutes are grey when it comes to a golf cart on a public right-of-way. Councilmember Spieker agreed.

It was noted that the ordinance could be passed on first reading, with amendments thereto being brought forward and included at the next meeting.

Attorney Miller advised the Council that the City can be more strict than State Statute, but not less strict than State Statute.

After some discussion, it was decided that Councilmember Eischeid and Attorney Miller would meet with Police Chief Chinn to review and amend the ordinance for review at the next meeting.

Councilmember Sievers introduced Ordinance No. 2019-8, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2019-8

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – ALL-TERRAIN AND UTILITY VEHICLES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Jon Mooberry with JEO Consulting Group, Inc., presented Contractor's Application for Payment No. 1 on the "2019 Nebraska Street Improvements – CDBG No. 16-CD-208 Project" for \$11,423.70 to Robert Woehler & Sons Construction, Inc.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving Contractor's Application for Payment No. 1 for \$11,423.70 to Robert Woehler & Sons Construction, Inc., for the "2019 Nebraska Street Improvements – CDBG No. 16-CD-208 Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent and Councilmember Woehler who abstained, the Mayor declared the motion carried.

Jon Mooberry with JEO Consulting Group, Inc., presented Contractor's Application for Payment No. 2 on the "Wayne 2018 Pedestrian Curb Ramps – CDBG No. 16-CD-108 Project" for \$45,556.25 to I & A Construction, LLP.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving Contractor's Application for Payment No. 2 for \$45,556.25 to I & A Construction, LLP, for the "Wayne 2018 Pedestrian Curb Ramps – CDBG No. 16-CD-108 Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the

exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried.

Discussion took place in regard to city parks and their future uses. Administrator Blecke asked the Council if they wanted to see smaller neighborhood parks or did they want to move more towards a larger regional park.

Lou Wiltse and Jason Barelman who live near the Nebraska Street Park stated this park has a neighborhood feeling to it, and expressed the need for updated park equipment. They did not think a lot of money had to be spent and suggested hanging some new swings, fixing the basketball pad and making it (the basketball pad) a little bigger if possible, and removing the weeds under the playground equipment.

It was noted the City owns the south portion of this park and Wayne State College owns the north and that Wayne State College is currently mowing the entire area.

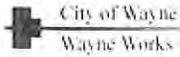
Kristine Brummond spoke regarding a green space/small park in the Southview Addition (S. Sherman Street). There are approximately 20-25 small children in this new development. She suggested a swing set and a few picnic tables.

Joel Hansen, Street and Planning Director, noted that if the lagoon were developed into a large park, it would be the largest public space development in the history of the City of Wayne (percentage wise). This would be an opportunity to look at a large recreation area where multiple people can come together and do multiple things. It would be a chance to change the face and size of our community, but he was mindful of what it would take to maintain an area that big.

Lowell Heggemeyer, Parks and Recreation Director, was also in favor of having the lagoon area made into a camping area. However, with all of the parks they have and the trail, there comes a lot of mowing, snow removal, etc. It is getting to be a lot with the crew they have now.

While no action was taken on the matter, it was noted that parks will, in all likelihood, be discussed at the Council's mini retreat in July and/or at budget time.

Councilmember Sievers made a motion, which was seconded by Councilmember Spieker, to adjourn the meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Haase who were absent, the Mayor declared the motion carried and the meeting adjourned at 7:10 p.m.



Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGMT	901.25
AJQUI, DOMINGA	POOL PASS REFUND	50.00
AMERICAN UNDERGROUND SUPPLY, LLC	GASKET/BUSHINGS	140.87
AMERICAN UNDERGROUND SUPPLY, LLC	4th STREET FIRE HYDRANT	3,678.57
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	87.86
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,580.92
AMERITAS LIFE INSURANCE	AMERITAS ROTH	80.09
AMOT	BEARING TEMPERATURE SENSOR	1,660.28
APPEARA	LINEN & MAT SERVICE	82.71
BEBEE, TIMOTHY J. & LESLIE A.	TIF PRINCIPAL & INTEREST	3,100.41
BENSCOTER, LOUIS	TIF PRINCIPAL & INTEREST	3,244.48
BOMGAARS	SPRAYER/PRAMITOL/AMINE/TOOLS/FASTENERS	1,341.89
BORDER STATES INDUSTRIES, INC	METER SOCKETS	607.97
CARHART LUMBER COMPANY	SHELTER ROOF/BATTERIES/KNEE PAD	203.00
CENTURYLINK	TELEPHONE CHARGES	419.39
CITIZENS STATE BANK	TIF INTEREST	1,595.41
CITIZENS STATE BANK	TIF PRINCIPAL & INTEREST	9,989.80
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	11.78
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	12.82
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	576.61
CITY OF WAYNE	PAYROLL	89,642.81
CITY OF WAYNE	UTILITY REFUNDS	1,242.75
CORE & MAIN LP	WATER METERS	1,558.46
DANKO EMERGENCY EQUIPMENT	MAINTENANCE ON RESCUE TOOLS/HOSE	1,703.45
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	103.20
DEMCO INC	BOOK COVERS	227.33
DUTTON-LAINSON COMPANY	ELECTRIC METERS/BOX PAD	4,515.40
EAKES OFFICE PLUS	COPY CHARGES	910.81
ED M. FELD EQUIPMENT CO INC	BUNKER GEAR	487.50
FIRST CONCORD GROUP LLC	FLEX FEES	2,841.76
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	392.46
FOURTH GENERATION FAMILY	TIF PRINCIPAL & INTEREST	13,832.88
GRAINLAND ESTATES LLC	TIF INTEREST	2,289.30
GRONE, KELLY	AUDITORIUM DEPOSIT REFUND	150.00
GROSSENBURG IMPLEMENT INC	SPINDLE	179.16
H & R CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	250.00
HAWKINS, INC	SODIUM HYPOCHLORITE	539.31
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	104.95
I&A CONSTRUCTION, LLP	2018 PEDESTRIAN CURB RAMPS	45,556.25
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,298.68

Vendor	Payable Description	Payment Total
IRS	MEDICARE WITHHOLDING	1.86
IRS	FEDERAL WITHHOLDING	11,124.12
IRS	FICA WITHHOLDING	14,906.46
IRS	FICA WITHHOLDING	7.96
IRS	MEDICARE WITHHOLDING	3,486.18
JEO CONSULTING GROUP	WATER TRANSMISSION MAIN/PEDESTRIAN CROSSING	23,093.95
JORGENSEN, KEN	TIF PRINCIPAL & INTEREST	2,910.00
JWC ENVIRONMENTAL INC	PROXIMITY SENSORS	593.98
KAY CONTRACTING, INC	2018 SEWER EXTENSION	8,610.00
KNIFE RIVER MIDWEST LLC	ASPHALT	1,146.95
LEE, MARA	AUDITORIUM DEPOSIT REFUND	150.00
LOVE SIGNS	BUILDING PERMIT DEPOSIT REFUND	100.00
METERING & TECHNOLOGY SOLUTIONS	AMI ELECTRIC METERS	879.33
MIDSTATES ERECTORS INC	VERTICLE TURBINE PUMP	868.50
MILLER LAW	ATTORNEY FEE	5,416.67
MZRB LLC	TIF PRINCIPAL & INTEREST	3,026.53
NE DEPT OF REVENUE	STATE WITHHOLDING	4,485.38
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	493.00
NeRPA	MEMBERSHIP DUES	60.00
NORTHEAST NE ECONOMIC DEV DIST	16-CD-108 MAY CONSTRUCTION SERVICES/ANNUAL MEETING	350.00
NORTHEAST NE ECONOMIC DEV DIST	16-CD-108 APRIL-MAY 19 SERVICES	660.00
NORTHEAST NE INS AGENCY INC	PROPERTY INSURANCE	90,439.00
NORTHEAST POWER	WHEELING CHARGES	19,346.48
NOVA FITNESS EQUIPMENT	MAINTENANCE ON FITNESS EQUIPMENT	916.90
PETERSON, CARTER	TIF PRINCIPAL & INTEREST	1,409.28
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	3,600.28
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	1,300.17
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	4,145.59
REEG, BETTY S. Revocable Trust	TIF PRINCIPAL & INTEREST	2,818.56
REEG, BILL	BUILDING PERMIT DEPOSIT REFUND	100.00
SHARP CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	100.00
SKARSHAUG TESTING LAB INC	GLOVE & SLEEVE TESTING	196.32
TOMPKINS, RODNEY R. Irrevocable Trust	TIF PRINCIPAL & INTEREST	2,818.56
UNITED HEALTHCARE	HEALTH INSURANCE PREMIUM	43,065.50
US BANK	SR NOON MEAL SUPPLIES/LODGING/TOOLS/POSTAGE	4,238.81
UTILITIES SECTION	LINEWORKERS SAFETY TRAINING	3,942.00
WAYNE AREA ECONOMIC DEVELOPMENT	JULY 19 CONTRIBUTION/2019 TRAVEL/CHICKEN SHOW	14,871.00
WAYNE COUNTY COURT	BOND	150.00
WESCO DISTRIBUTION INC	TRIPLEX WIRE/MARKING TAGS/GROUNDING RODS/CLAMPS	1,705.58
WESTERN RIDGE III	TIF PRINCIPAL & INTEREST	4,373.56
WINDOM RIDGE	TIF PRINCIPAL	2,939.91
WISNER WEST	FD GASOLINE	402.20
WISNER WEST	FD GASOLINE	-182.31
Grand Total:		490,780.83

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Wayne State College

June 18, 2019

City Police Department
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

To whom it may concern;

On behalf of the Office of Student Activities at Wayne State College, I am writing to request a parade permit for the College's annual Homecoming Parade/Band Day Competition scheduled for Saturday, October 5th, 2019

We are requesting that Main Street (Hwy 15) between 1st Street and 11th Street be closed on October 5th for the parade. The parade line-up on 1st Street will begin at 8am with the parade beginning promptly at 9:30am. We anticipate the parade will conclude at approximately 11:30am.

Wayne State Campus Security will assist the City Police Department with securing the parade route and the affected street crossings. Please contact me by email at sagunio1@wsc.edu or by phone at 402-375-7013 if you have any questions or concerns regarding our request.

Thank you for your time and consideration. We look forward to working with the City Police Department to facilitate another eventful parade.

Respectfully,

Sarah Gunion
Student Activities Coordinator
Wayne State College
sagunio1@wsc.edu
402-375-7013

RESOLUTION NO. 2019-38

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1st Street to 12th Street on Saturday, October 5, 2019, from 8:00 a.m. to approximately 11:30 a.m. or until immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

WHEREAS, Wayne State College and the Wayne Area Chamber of Commerce, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour traffic and control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 2nd day of July, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.

CONTRACT FOR SERVICES

(Short Form)

Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This Contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (the "College"), and the City of Wayne, NE (the "Contractor").

The parties agree that the Contractor will perform the following work for the College as described herein in exchange for the financial consideration set forth below.

Note: The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

Contract Terms.

Description of Services

The City of Wayne will grant a parade permit and assist in the closing of Highways 15 and 35 for the College's Homecoming/Band Day Parade. The parade will start at 1st Street and Main Street at 9:30 am and continue down Main Street, ending at the Willow Bowl (11th and Main). Parade will be done at approximately 11:30 am.

Payment Amount

No charge from Contractor.

Payment Terms

N/A

Dates for Service Commencement and Completion

Saturday, October 5, 2019 from approximately 9:30 am until 11:30 am.

Liability Insurance Requirements.

The College is required to carry liability insurance in the amount of (1) one million dollars (\$1,000,000) per occurrence with a (3) three million dollar (\$3,000,000) umbrella. The College's insurance policy shall be primary and non-contributory. The Contractor shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the Contractor.

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. 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

Signature

Date

Title

Printed Name

COLLEGE

Signature

Date

Title

Printed Name

SYSTEM OFFICE

N/A

Signature

Date

Title

Printed Name

RESOLUTION NO. 2019-39

A RESOLUTION APPOINTING JEO CONSULTING GROUP, INC., AS THE SPECIAL ENGINEER TO BE USED ON VARIOUS CITY OF WAYNE PROJECTS IN 2019 AND APPROVING THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF WAYNE AND JEO CONSULTING GROUP, INC.

WHEREAS, the City will be undertaking various projects in 2019; and

WHEREAS, the City Administrator deems it necessary and advisable to have the City Council authorize the use of a special city engineer for said projects in 2019; and

WHEREAS, JEO Consulting Group, Inc., has prepared and submitted a Master Services Agreement for said services, and the same has been reviewed by both the City Administrator and the City Attorney, and they find said Agreement to be acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to engage and use the firm of JEO Consulting Group, Inc., as the special engineer on various City of Wayne projects in 2019, and the Mayor is hereby authorized to sign the Master Services Agreement between the City and JEO Consulting Group, Inc., which is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 2nd day of July, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between City of Wayne, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

From time to time Owner intends to engage Engineer to provide professional services. This Agreement and identified Exhibits sets forth the general terms and conditions which shall govern the relationships and performance of Owner and Engineer for both General Engineering services and the services contained within one or more Task Orders that are agreed to under this Agreement.

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Office Hours

- A. Engineer will provide a designated staff member to serve as Owner's main point-of-contact.
- B. Designated staff member will be available at Owner's office location for two (2) business days each week for approximately four (4) hours per visit.
- C. Owner to provide desk, space and internet services for Engineer.

1.02 General Engineering

- A. General engineering is defined as assistance with miscellaneous engineering tasks such as meetings, studies, investigations, designs, bidding assistance, funding assistance, or construction related assistance in which the timetable demands a quick response or the fee for the services is minimal (< \$5,000).
- B. Services for General Engineering will be requested by Owner. Each request shall be documented by Engineer to Owner in the form of an email or other written correspondence detailing tasks to be performed, time for completion, deliverable date, and estimated fee.
- C. The Owner has designated the _____ as the individual(s) who shall have the sole authority to request General Engineering services of Engineer.
- D. Engineer will commence performance as mutually agreed upon for each General Engineering request.
- E. Engineer shall not be obligated to perform any prospective General Engineering unless and until Owner and Engineer agree as to the particulars of the Engineer's services, Engineer's compensation, and all other appropriate matters.

1.03 Task Order Scope

- A. For services not requested through a General Engineering request, the services shall be deemed a Specific Project and will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Exhibit B.

- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order.
- E. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the specific project, Engineer's services, Engineer's compensation, and all other appropriate matters.
- F. Engineer will commence performance as set forth in each Task Order.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit A and in each Task Order.

ARTICLE 3 - TERM

3.01 Term

- A. This Agreement shall be effective and applicable to General Engineering requests and Task Orders issued from the Effective Date of the Agreement to the end of the budget year. For the first 6 months, the Owner and Engineer agree to review the working status of the agreement and to make any adjustments necessary by amendment.

ARTICLE 4 - Compensation

4.01 Compensation

- A. Monthly Office Hours services shall be compensated on a minimum lump sum basis of \$1,000 per month as a Monthly Office Hours Fee. Fees related to General Engineering assistance each month will first be applied to the monthly office hours fee. Hours and fees in excess of \$1000 shall be compensated on an hourly basis as noted below for General Engineering Services.
- B. General Engineering services shall be compensated on an hourly basis according to Engineer's Standard Hourly Rates Schedule up to a maximum of \$5,000 per request and a maximum of \$25,000 in any budget year as defined as October 1 to September 30 as set forth in Exhibit A. The maximum amounts contained within this paragraph can be changed by written amendment.
- C. Task Order services shall be compensated as set forth in Exhibit A and further detailed in each Task Order.
- D. The Standard Hourly Rates Schedule (available upon request) shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The Owner shall receive a 5% discount on all work and Standard Hourly Rates not currently under contract as of the date of this agreement.

ARTICLE 5 - EXHIBITS AND SPECIAL PROVISIONS

5.01 Exhibits

Exhibit A – General Conditions

Exhibit B – Sample Task Order

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 3 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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

Owner: City of Wayne, NE

By: Cale Giese

Title: Mayor

Date Signed: _____

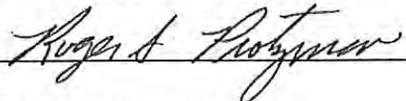
Address for giving notices:

City of Wayne

306 Pearl Street

Wayne, NE 68787

Engineer: JEO Consulting Group, Inc.



By: Roger Protzman, P.E.

Title: Project Manager

Date Signed: 6/27/19

Address for giving notices:

JEO Consulting Group, Inc.

803 W. Norfolk Avenue

Norfolk, NE 68701



JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in each Task Order. JEO shall invoice the owner for these services at the fee stated in each Task Order.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of the project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (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) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.



11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$2,000,000
 - ii. General Aggregate: \$2,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in

any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement 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.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Exhibit B

This is Task Order No. 190287.xx,

Consisting of _____ pages

Task Order

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated _____ (“Agreement”), Owner and Engineer agree as follows:

Specific Project Data

A. Title:

B. Description:

1. Services of Engineer

See Attachment “A”.

2. Owner’s Responsibilities

Exhibit “A” from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Phase	Completion Date
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

4. Payments to Engineer

A. For Lump Sum Method of Payment:

1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ _____ based on the following assumed distribution.
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Owner.

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated _____.

Exhibit B

Phase	Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

B. For Standard Hourly Rates Method of Payment:

1. The Standard Hourly Rates shall be per Engineer’s Standard Hourly Rates Schedule.
2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
3. Engineer’s estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

5. Other Modifications to Master Agreement:

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated _____.

Exhibit B

The Effective Date of this Task Order is _____.

Engineer

Owner

Signature Date

Signature Date

Roger Protzman, P.E.
Name

Cale Giese
Name

Project Manager
Title

Mayor
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name

Name

Title

Title

Address

Address

E-Mail Address

E-Mail Address

Phone

Phone

Fax

Fax



JANUARY 1, 2019

JEO CONSULTING GROUP INC.

Bill Rates for Employees Planned to Work on this Project

Brian Benson	Surveyor	\$110
Brian McDonald	Project Manager	\$200
Corey Pospichal	Surveyor	\$100
Dale Bohac	Construction Engineer	\$155
Dave Peterson	Electrical Engineer	\$210
Jeff Ryan	Surveyor	\$140
Lou Guy	Design Technician	\$120
Matt Kalin	Electrical Engineer	\$190
Roger Protzman	Water/Wastewater Engineer	\$185
Sandy Walker	Administrative	\$85
Terry Mead	Construction Engineer	\$165
Dave Henke	Project Manager	\$185
Jon Mooberry	Transportation Engineer	\$165

General Rate Schedule

Project Managers:	\$145	-	\$265
Project Engineers/Architects:	\$125	-	\$210
Project Engineers (E.I.):	\$96	-	\$120
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75	-	\$155
Office/Administrative:	\$85	-	\$120
Principals:	\$180	-	\$275

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

RESOLUTION NO. 2019-40

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2019 FORD F-350 SUPER DUTY PICK-UP TRUCK THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD.

WHEREAS, the Street and Planning Director has prepared specifications for a new 2019 Ford F-350 Super Duty Pick-Up Truck and related equipment; and

WHEREAS, the Street and Planning Director's recommendation is to go through the State Bid system and purchase said vehicle from Arnie's Ford for the sum of \$40,750.00, which is considered the base bid and includes all items called for in the specifications.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. That the specifications for the 2019 Ford F-350 Super Duty Pick-Up Truck and related equipment be and the same are hereby approved.
2. That the cost for said vehicle and related equipment be and the same is hereby approved.

PASSED AND APPROVED this 2nd day of July, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ARNIE'S FORD

119 East 3rd St. P.O. Box 390 Wayne, NE 68787
402-375-3780 • Fax 402-375-1212 • 800-467-3780

AS per State Contract

Thanks
Ken

Prepared By:

Ron Fullerton
Sid Dillon Fleet
402-540-7578
ron.fullerton@siddillon.com

Price Summary

PRICE SUMMARY

		MSRP
Base Price	Contract - 15036	\$41,345.00
Total Options		\$11,100.00
Vehicle Subtotal		\$52,445.00
Destination Charge		\$1,595.00
Grand Total	<u>\$ 40,750⁰⁰</u>	\$54,040.00

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Data Version: 8842. Data Updated: Jun 24, 2019 9:28:00 PM PDT.

Selected Model and Options

MODEL

CODE	MODEL	MSRP
✓ F3B	2019 Ford Super Duty F-350 SRW XLT 4WD Reg Cab 8' Box	\$41,345.00

COLORS

CODE	DESCRIPTION	MSRP
✓ E4	Vermillion Red	\$660.00

OPTIONS

CODE	DESCRIPTION	MSRP
—	Fleet Advertising Credit *CREDIT*	\$0.00
—	GVWR: 11,500 lb Payload Package	\$0.00
✓ 166	Carpet Delete -inc: Replaced w/black flooring *CREDIT*	(\$50.00)
✓ 18B	Platform Running Boards	\$320.00
✓ 3S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
44W	Transmission: TorqShift 6-Speed Automatic -inc: (6R140), SelectShift	\$0.00
✓ 473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, NOTE 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Extra Heavy-Duty 200 Amp Alternator	\$185.00
613A	Order Code 613A	\$0.00
✓ 66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00
942	Daytime Running Lamps (DRL) -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00
✓ 99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: manual push-button engine-exhaust braking and intelligent oil-life monitor, 29 Gallon Fuel Tank, 175 Amp Heavy Duty Alternator, GVWR: 11,500 lb Payload Package, 3.31 Axle Ratio, Dual 78-AH 750 CCA Batteries	\$9,120.00
E4	Vermillion Red	\$660.00
✓ TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$265.00
X3J	Electronic-Locking w/3.55 Axle Ratio	\$390.00
Options Total		\$11,100.00

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 Data Version: 8642. Data Updated: Jun 24, 2019 9:28:00 PM PDT.

Standard Equipment

Mechanical

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)
- Transmission: TorqShift 6-Speed Automatic (6R140) -inc: SelectShift (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- ✓ Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 157 Amp Alternator
- 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- Trailer Wiring Harness
- ✓ Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
- 4400lbs. Maximum Payload
- GVWR: 10,800 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- ✓ Auto Locking Hubs
- Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

- Wheels: 18" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments
- Tires: LT275/65R18E BSW A/S (STD)
- Regular Box Style
- Steel Spare Wheel
- ✓ Full-Size Spare Tire Stored Underbody w/Crankdown

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Data Version: 8642. Data Updated: Jun 24, 2019 9:28:00 PM PDT.

[Fleet] 2019 Ford Super Duty F-350 SRW (F3B) XLT 4WD Reg Cab 8' Box

Exterior

- Clearcoat Paint
- Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
- Chrome Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- ✓ Manual Extendable Trailer Style Mirrors
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Fixed Rear Window
- Variable Intermittent Wipers
- Privacy Glass
- Aluminum Panels
- Front License Plate Bracket
- Black Grille w/Chrome Accents
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan
- Radio: AM/FM Stereo/MP3 Player -inc: 5 speakers
- Fixed Antenna
- SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
- SiriusXM Radio -inc: a 6-month prepaid subscription. Services are not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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Interior

- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- ✓Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- Illuminated Locking Glove Box
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
- ✓Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- 3 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering -inc: Carpet Front Floor Mats
- Underhood And Pickup Cargo Box Lights
- Instrument Panel Bin, Covered Dashboard Storage, Driver And Passenger Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- Perimeter Alarm
- Air Filtration

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Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Bellminder w/Audio Mute

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

✓ Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Home (1) / Used Cars (Cars/forsale) / Ford F-350 Super Duty (Cars/L-Used-Ford-F-350-Super-Duty-4343) / 2019 (Cars/L-Used-2019-Ford-F-350-Super-Duty-c27591) / Wayne, NE (Cars/L-Used-2019-Ford-F-350-Super-Duty-Wayne-c27591 L20869)

JASON 408-518-0330
2011

←
All results



Image 1 of 34

✓ Spare Tire + wheel

- ✓ 6.7 Diesel ✓
- ✓ Flip down counsel ✓
- ✓ Cruise ✓
- ✓ Back-up Camera ✓
- ✓ Snow plow package ✓
- ✓ Receiver Hitch ✓
- ✓ Aggressive Tires ✓
- ✓ Running Boards ✓
- ✓ Tow Mirrors ✓
- ✓ Four wheel drive - Shift on Fly ✓
- ✓ Toggle switches for Light Bar ✓
- ✓ Rubber Floor mat carpet ✓

ORDINANCE NO. 2019-7

AN ORDINANCE ADOPTING THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER, SEWER, STORM SEWER AND PAVING MANUAL.

BE IT ORDAINED by the Mayor and Council of the City of Wayne, Nebraska, that they hereby adopt the Standard Specifications for Construction of Water, Sewer, Storm Sewer and Paving Manual, which shall provide certain minimum standards, provisions, and requirements for the construction of water and sewer utilities, storm sewer and paving printed in book or pamphlet form is hereby incorporated as though printed in full herein, insofar as said manual does not conflict with the Statutes of the State of Nebraska; and

BE IT FURTHER ORDAINED that one (1) copy of the Standard Specifications for Construction of Water, Sewer, Storm Sewer and Paving Manual is on file at the office of the City Clerk and Street and Planning Director and is available for public inspection at any reasonable time. The provisions of the Standard Specifications for Construction of Water, Sewer, Storm Sewer and Paving Manual shall be controlling throughout the Municipality and throughout its zoning jurisdiction.

This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law. This ordinance may be published in pamphlet form as authorized by law.

PASSED AND APPROVED this 2nd day of July, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

STANDARD SPECIFICATIONS
FOR CONSTRUCTION OF
WATER, SEWER, STORM SEWER AND PAVING

June 4, 2019

PREFACE

The standards contained herein are intended for the purpose of establishing certain minimum requirements for sewer, water, and paving improvements constructed in the City of Wayne. Additional and/or more stringent requirements should be used where necessary to meet the particular needs and conditions of specific constructions projects.

These standards should be reviewed and updated periodically to incorporate advancements in construction materials and methods

**STANDARD SPECIFICATIONS
FOR CONSTRUCTION OF
SEWER AND WATER UTILITIES AND PAVING**

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ARTICLE 1. DEFINITIONS:

A. Wherever used in these Standard Specifications, the Bidding Requirements, or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- (1) *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- (2) *Agreement* – The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
- (3) *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- (4) *Bid* – The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- (5) *Bidder* – An individual or entity that submits a Bid to Owner.
- (6) *Bidding Documents* – The Bidding Requirements, the proposed Contract Documents, and all Addenda.
- (7) *Bidding Requirements* – The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
- (8) *Change Order* – A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
- (9) *Change Proposal* – A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-

- off against payment due; or seeking other relief with respect to the terms of the Contract.
- (10) *City* – The City of Wayne, as owner of the project, acting through its authorized representatives. The term Owner shall likewise mean the City of Wayne.
- (11) *City Engineer* – Any engineer, registered to practice professional engineering in the State of Nebraska, who is retained by the City to review the Drawings (Plans) and Specifications and/or to make inspection of the Work performed by the Contractor.
- (12) *Claim* – (a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
- (13) *Constituent of Concern* – Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
- (14) *Contract* – The entire and integrated written contract between the Owner and Contractor concerning the Work.
- (15) *Contract Documents* – Those items so designated in the Agreement, and which together comprise the Contract.

- (16) *Contract Price* – The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- (17) *Contract Times* – The number of days or the dates by which Contractor shall:
(a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- (18) *Contractor* – The individual or entity with which Owner has contracted for performance of the Work.
- (19) *Design Engineer* – Any engineer, registered to practice professional engineering in the State of Nebraska, who is retained by the City or others to design the Work and prepare and interpret the Contract Documents for the Work. When, at the option of the City, the Design Engineer also serves as the City Engineer these terms shall be considered interchangeable.
- (20) *Drawings* – The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- (21) *Effective Date of the Contract* – The date, indicated in the Agreement, on which the Contract becomes effective.
- (22) *Engineer* – The individual or entity named as such in the Agreement.
- (23) *Field Order* – A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- (24) *Hazardous Environmental Condition* – The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
- (25) *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- (26) *Liens* – Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- (27) *Milestone* – A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

- (28) *Notice of Award* – The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- (29) *Notice to Proceed* – A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- (30) *Owner* – The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- (31) *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- (32) *Project* – The total undertaking to be accomplished for Owner by Engineers, Contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- (33) *Project Manual* – The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
- (34) *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
- (35) *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- (36) *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
- (37) *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Application for Payment.
- (38) *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for

Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

- (39) *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- (40) *Specifications* – The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- (41) *Standard Specifications* - The directions, provisions and requirements, including standard drawings and design standards contained herein. The standards contained herein are intended as minimums to be incorporated by the Design Engineer into the Contract Documents, without restricting the use of more stringent design and construction requirements which may be determined necessary by the Design Engineer for the particular Work to which the Contract Documents apply.
- (42) *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- (43) *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
- (44) *Successful Bidder* – The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated condition.
- (45) *Supplementary Conditions* – The part of the Contract that amends or supplements the General Conditions.
- (46) *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor have a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- (47) *Technical Data* – Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at

the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site.

(48) *Underground Utilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum projects, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

(49) *Unit Price Work* – Work to be paid for on the basis of unit prices.

(50) *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

(51) *Work Change Directive* – A written direct to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

ARTICLE 2. SUBSURFACE CONDITIONS:

- A. Subsurface information, unless provided specifically by the Contract Documents, has not been obtained by the City of Engineer except as may have been advisable to aid in the design. Contractor should visit site and acquaint himself with site conditions and make his own subsurface investigations to satisfy himself of the construction conditions, before submitting a bid for work.
- B. It shall be the contractor's responsibility when working around, over and under existing utility lines or other existing underground obstructions, and any existing utility line or other underground obstruction to determine the actual location of said utility. The locations of utilities as shown on the plans are approximate and reflect the results of utility locations completed for the City and City Engineer. If any utility is damaged by the Contractor during the construction of the project, the Contractor

shall notify the Utility Owner, City, and City Engineer immediately. The cost of repair or replacement of the damaged utility shall be the responsibility of the Contractor. Any existing utility and other underground obstruction information given in the Contract Documents is not guaranteed by the City or Engineer as to accuracy or completeness, but is furnished merely for the convenience of all concerned. It shall be the sole responsibility of the Contractor to ascertain the exact type, number, location, size, depth, and any other pertinent information relating to utilities that may affect the construction of any proposed work, prior to submitting a bid for the work.

- C. The Contractor shall notify utility companies and the appropriate City departments and any other affected parties, at least 48 hours before any work involving excavation is scheduled to start, in order that they may locate their respective services at the job site. No utility may be permanently or temporarily relocated without the approval of the utility involved. Any temporary or permanent relocation of any utility shall be done in accordance with the requirements of the respective utility involved. Should it become necessary to permanently or temporarily relocate any utility, it shall be done at no expense to the City. No compensation will be allowed for delay caused by the necessity of any relocation.

ARTICLE 3. BONDS AND INSURANCE:

- A. The Contractor shall furnish performance and payment bonds as security for the faithful performance of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the contract price and in such form and with such sureties as are acceptable to the Owner. The performance bond shall remain in full force and effect through the guarantee period.
- B. In the case of improvements constructed by a developer, bonding and guarantees shall be in accordance with the most recently adopted Subdivision Regulation Ordinance for the City of Wayne.
- C. The Contractor will not commence any work until he obtains at his own expense all insurance required by the Contract Documents and applicable laws. Such insurance must have the approval of the Owner as to limit, form and amount. The Contractor will not permit any Sub-Contractor to commence work until the same insurance requirements have been complied with by such Sub-Contractor. As a minimum, the types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workmen's Compensation Insurance, and Comprehensive General Liability Insurance, as detailed in the following portions of this specification. Any insurance bearing on adequacy of performance will be maintained after completion of the project for the full guarantee period. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations.
- D. Before the agreement between the Owner and the Contractor is entered into, the Contractor will submit written evidence that he and all Sub-Contractors have

obtained for the period of the Contract full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work. This insurance will be in strict accordance with the requirements of the most current and applicable State Workmen's Compensation Insurance Laws.

- E. Before commencement of the work, the Contractor shall submit written evidence that he and all his Sub-Contractors have obtained for the period of the Contract full comprehensive general liability automobile comprehensive general liability insurance coverage. This coverage will provide for both bodily injury and property damage arising directly out of or in connection with the work. The minimum limits of the coverage shall be as required by the Contract Documents or law.
- F. The Comprehensive General Liability Insurance will include as Additional Named Insureds: the Owner; the Engineer and his consultants; and each of their officers, agents, and employees.

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. The Contractor will provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site. The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work, except as otherwise provided in the Contract Documents. All materials and equipment will be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor will furnish satisfactory evidence 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 the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- C. The Contractor will be fully responsible for all acts and omissions of his Sub-Contractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Owner or the Engineer or any obligation on the part of the Owner or the Engineer to pay or to see to the payment of any moneys due any Sub-Contractor, except as may otherwise be required by law. The Contractor agrees to

bind specifically every Sub-Contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.

- D. The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work. He will also pay all public utility charges. The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification.
- E. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.
- F. The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with material or equipment. The Contractor will not load nor permit any part of the Work to be loaded with weights that will endanger the structure, nor will he subject any part of the Work to stresses or pressures that will endanger it.
- G. The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and notated to show all changes made during the construction process. The Contractor will measure and record distances and ties to ends of service lines, valves, fittings and other buried items from prominent permanent features such as manholes, curb lines and structures. Contractor shall coordinate with City Staff to allow the City to obtain GPS coordinates on all service lines, valves, fittings, and other buried items and utilities. The Contractor will prepare and deliver to the Owner an "As-Built" set of Drawings and record book of ties upon completion of the Work.
- H. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and other persons who may be affected thereby.
 - 2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction

- I. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, and in addition he will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.
- J. The contractor will be responsible for furnishing, erecting, and maintaining suitable and requisite barricades, signs, amber lights, flares, danger signals, watchmen or other adequate protection that may be necessary to insure the safety of the public and those engaged on the Work and to protect the Work.
- K. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

ARTICLE 5. WARRANTY AND GUARANTEE:

- A. The Contractor shall warrant and guarantee to the Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents.
- B. The guarantee shall be for a period of one (1) year from the date of completion or such longer period of time as may be prescribed by law or required by the Contract Documents.
- C. If any Work is found to be defective the Contractor will, promptly without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

ARTICLE 6. MATERIAL SAMPLES AND TESTING:

- A. The Contractor will submit to the Design Engineer for his review all shop drawings and samples required by the Contact Documents. All samples will have been checked by and stamped with the approval of the Contactor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which

intended. At the time of each submission, the Contractor will in writing notify the Design Engineer's attention to any deviations that the shop drawing or sample may have from the requirements of the Contract Documents. The Design Engineer shall return the shop drawings marked with one of the following action items:

- 1) Furnish as submitted;
- 2) Furnish with revisions;
- 3) Revise and Resubmit;
- 4) Rejected;
- 5) Review not required.

Records of shop drawing and samples will be made available to the City Engineer upon his request.

- B. The Owner will arrange for services of an independent Testing Laboratory to perform materials testing specified by the Contract Documents. Payment for these services will be as stated in the Contract Documents. Employment of Testing Laboratory shall in no way relieve Contractor of his obligations to perform Work in accord with the Specifications. The Contractor will cooperate with Laboratory personnel, provide access to Work, provide samples of materials to be tested in required quantities, and provide casual labor and facilities to obtain and handle samples at the site. The Contractor will notify Laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.
- C. In the case of improvements constructed by a sub-divider, the sub-divider will arrange for and pay for services of an independent Testing Laboratory, subject to the approval of the City Engineer. Testing shall be as specified by these Standard Specifications or such more stringent testing as may be required by the Contract Documents. If the City Engineer believes there is just cause during the course of construction, he may require additional testing be performed and such additional testing will be paid for by the sub-divider.

ARTICLE 7. CUTTING AND PATCHING

- A. The Contractor shall execute cutting (including excavating), fitting or patching of Work, required to:
 1. Make several parts fit properly
 2. Remove and replace defective Work.
 3. Remove and replace Work not conforming to requirements of Contract Documents
 4. Remove samples of installed Work as specified for testing.

5. Install specified Work in existing construction.

B. Prior to cutting, Contractor shall:

1. Provide shoring, bracing and support as required to maintain structural integrity of Project.
2. Provide protection for other portions of Project.
3. Provide protection from elements.

C. The Contractor shall:

1. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
2. Execute cutting and demolition by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.
3. For replacement of Work remove, comply with specifications for type of Work to be done.

ARTICLE 8. CLEANING

A. The Contractor shall comply with the following:

1. At all times keep premises free from accumulations of waste material and rubbish.
2. Upon completion of Work, remove all rubbish, tools, scaffolding and surplus materials from premises.
3. Leave all work in "broom clean" condition, unless more exactly specified elsewhere.

B. Unless indicated otherwise in the Contract Documents, the Contractor shall restore all surfaces to their original elevations and replace surfaces with materials equivalent to their original surface.

ARTICLE 9. SANITARY SEWER AND WATER MAIN SEPERATION:

The following minimum sanitary sewer and water main separation distances shall be abided by unless more stringent requirements are imposed by the Contract Documents:

A. Horizontal Separation:

1. Horizontal separation between water and sanitary sewer main shall be in accordance with Recommended Standards for Water Works, Part 8.8.2.
2. Sanitary sewers shall be laid at least 10 feet horizontally, from any existing water main.
3. If conditions prevent the 10 foot horizontal separation, a sanitary sewer may be laid closer than 10 feet to the water main, provided the following criteria are met:
 - a. The water main is in a separate trench or on an undisturbed earthen shelf located on one side of the sewer at such an elevation that the top of the sanitary sewer is at least 18 inches below the bottom of the water main; and

B. Vertical Separation

1. Vertical separation between water and sanitary sewer main when crossing shall be in accordance with Recommended Standards for Water Works, Part 8.8.3.
2. When water mains cross over or under the sanitary sewer, there should be a vertical separation between the pipes of at least 18 inches.
3. If local conditions prevent the 18 inches vertical separation, the sanitary sewer may be placed not less than 6 inches below a water main or not less than 18 inches above a water main.
4. If the sanitary sewer crosses over or less than 18 inches below a water main, the sanitary sewer shall be constructed of one full length (20 feet) of cast iron pipe or other pipe material capable of pressure testing, located so that both joints are as far as possible from the water main.

C. Special Conditions:

1. If local conditions prevent the horizontal and vertical separation as specified above, both the water main and sanitary sewer shall be constructed of cast iron or other pipe materials capable to pressure testing. Both the water main and the sanitary sewer should be pressure tested to assure water tightness.

D. Sewer Force Main and Water Main Separation:

1. Sewer force mains shall be laid at least 10 feet horizontally from any existing water main.

2. If conditions prevent the 10 foot horizontal separation, the force main shall be constructed of cast iron or other pipe material capable of pressure testing to 150 psig, and shall be located at least 4 feet from the water main.

ARTICLE 10. TRENCHING, BACKFILLING, AND COMPACTING

A. General

1. Excavate all substances encountered to depths indicated on the drawings or as specified by the City Engineer or the City.
2. Place excavated materials suitable for backfilling in an orderly manner sufficiently away from the banks of any trench to avoid overloading and to prevent slides or cave-ins.
3. Remove and dispose of excess or unsuitable backfill material as directed by the Design Engineer, City Engineer or the City.
4. Perform site grading as required to prevent surface water from entering open trenches.
5. Perform dewatering operations as required to keep trenches dry.
6. Assure that all shoring and sheeting required complies with applicable local, state, and federal safety requirements.
7. All trenching shall be by open cut except where indicated otherwise on drawings or where otherwise specified by the City.

B. Trench Excavation

1. Trench banks shall be excavated to OSHA standards. Where limited space will not allow excavation to OSHA standards, proper bracing or shoring shall be implemented to allow the safe construction of the utility. The safety of construction shall remain the sole responsibility of the Contractor.
2. The cost of bracing or shoring shall be included in the Contractor's bid price, no additional payment will be issued due to the need for bracing or shoring.
3. Trench shall be excavated to allow for proper bury depth of the utility to be in accordance with the lines and grades shown on the approved plans and specifications.
4. No more than 400 feet of trench which is wider than 8 inches shall be open at one time. All trenches should be backfilled at the end of the day. If the

trench cannot be backfilled, proper methods shall be put in place by the Contractor to prevent surface water from entering the trench. The Contractor shall also rope, ribbon, or barricade the trench to warn the public of an open trench overnight. Pipe shall be properly supported to keep it from floating.

5. The bottom of the trench shall have a minimum width of not less than 12 inches wider than the pipe to be installed and a maximum width of 3 times the diameter of the pipe.
6. Accurately grade trench bottom to provide uniform bearing and support for each pipe section.
7. Pipe shall lay on undisturbed suitable soils or compacted granular fill at every point along its length. Water mains shall be bedded in sand or approved alternate.
8. Over depth excavation shall be backfilled with compacted granular fill.
9. Where unsuitable trench bed conditions require, special rock bedding shall be used to stabilize the trench. Special rock bedding shall be 1 ½ inch to 2 ½ inch screened rock. Compacted granular fill may be substituted upon approval by the City.

D. Backfilling and Compacting

1. Backfill material shall be free from all trash, debris, boulders, frozen clods, large roots, excessive sod, or other vegetation.
2. Hand tamp backfill under and around all pipes to 12 inches above the top of the pipe in lifts not exceeding 6 inch loose thickness.
3. Do not disturb joint alignment or grade of pipe during backfill operations.
4. Backfill and compact remaining trench in maximum lifts of 12 inches, compacted thickness.
5. Moisten, aerate, or dry backfill material and compact as required to assure the following minimum densities on trench backfill:
 - i) Areas under paved streets – 98 percent of Standard Proctor Density for the top 12 inches and 95% of Standard Proctor Density for all remaining portions of the trench.
 - ii) Areas under sidewalks – 95 percent of Standard Proctor Density for the top 12 inches and 93% of Standard Proctor Density for all remaining portions of the trench.

- iii) All other areas – 90 percent of Standard Proctor Density for the entire trench.
 - iv) The compacted density of backfill shall not be less than the maximum dry density of the adjacent soils.
 - v) Frequency and location of compaction tests shall be subject to approval of the City Engineer and the City.
6. It will be the Contractor's option as to the type of mechanical tamping equipment used to attain the specified soil densities. However the tamping equipment shall be sized and used in such a manner as to not disturb or damage any pipe or conduit. Use of a high force hammer will not be permitted until compacted backfill is in place to a minimum of 4 feet above the top of the pipe.
7. Backfill operations will be conducted such that no more than 400 feet of trench will be left open at any one time.

ARTICLE 11. PIPE BORING AND JACKING

A. General

1. Casing pipe diameter shall be at least 2 nominal sizes larger than the diameter of the carrier pipe, but in no case shall the inside diameter of the casing pipe be any less than 2 inches larger than the largest outside diameter of the carrier pipe. Wall thickness as required by any crossing permit.
2. Contractor shall notify NDOT, City Engineer, or the City as required at least 48 hours prior to commencement of boring and jacking operations.
3. Work shall not interfere with the movements of traffic.
4. Operations shall comply fully with the rules and regulations of NDOT, Wayne County, and the City of Wayne.
5. Casing pipe shall be uniform in alignment from end to end without sags and summits.
 - i) Finished line and grade of pipe shall not deviate more than 6 inches from staked line and grade at any point.
 - ii) Do not reverse grade at any point for gravity pipe lines.

6. Adequate shore and brace jacking faces and pits as required.
7. Cast iron and ductile iron carrier pipe shall be supported by the bells of the pipe connections. PVC carrier pipe shall be supported along the entire length of the pipe barrel by treated wood skids, in accordance with the pipe manufacturer's recommendations. Fill the annular space between the carrier pipe and casing pipe with sand to the spring line of the carrier pipe, minimum.
8. Install casing vents where shown on drawings.
9. After installation of carrier pipe, end of casing pipe shall be sealed with grout to exclude water and soil.

ARTICLE 12. CONCRETE REINFORCEMENT

A. Materials:

1. Concrete Reinforcing shall meet the requirements of Nebraska Department of Transportation Standard Specification for Highway Construction, 2017 Edition Section 707.
2. Reinforcing bars shall be new deformed billet steel, grade 40.
3. Bars shall be free from mill scale, excessive rust or other deleterious coatings.

B. Procedure:

1. Support and tie all bars
2. Thickness of concrete bars:
 - i) 1 ½ inches for bars #5 and smaller.
 - ii) 2 inches for bars larger than #5
3. Place temperature reinforcing for slabs on grade at center of slab.

ARTICLE 13. CAST-IN-PLACE CONCRETE

A. Materials:

1. Structural Concrete shall meet the requirements of Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 Edition Section 704 – Concrete Construction.

2. Portland Cement: Type I or II, and shall meet the requirements of Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 Edition Section 1002 – Portland Cement Concrete, and Section 1004 Portland Cement.

2. Aggregates: Maximum coarse aggregate size 1 inch.

B. Workmanship:

1. Minimum strength of concrete shall be 3,500 psi at 28 days.

2. Maximum delivered slump shall be 5 inches.

3. Exposed slabs shall receive a broom or burlap finish.

ARTICLE 14. PRECAST CONCRETE MANHOLES, JUNCTION BOXES, AND INLETS

A. Materials:

1. Manhole sections shall be precast reinforced concrete risers, tops, and adjustment rings, minimum diameter of 48 inches unless noted otherwise on Drawings or by the City.

2. Frame and lid shall have a minimum opening of 24 inches.

3. Steps shall be poly/epoxy coated.

B. Workmanship:

1. All water shall freely drain from the manhole.

2. Manhole bases shall be poured in place or shall be precast. If using poured-in-place, ground water shall be kept below bottom of base for 24 hours following pouring of base. If using precast bases, the Contractor shall place a minimum of 6 inches of crushed rock or crushed concrete as a subbase below to ensure a uniform surface for the manhole to be placed.

3. Finish manholes below frame and cover with removable concrete rings to facilitate future adjustment. Plastic rings may be substituted with approval by the City. Mortar concrete rings and frame securely in place.

4. All joints shall be tarred. Mortar remaining spaces of interior joints smooth and mortar shut manhole section lifting holes.

5. Coat exterior surfaces of manhole with one coat of a heavy bodied tar or bituminous paint.
6. All connections cut into manholes, junction boxes, and inlets shall be neatly built leaving no projections on the inside of the structure and made watertight.

ARTICLE 15: CAST IRON OR DUCTILE IRON PIPE

A. Quality Assurance

1. Provide manufacturer's certificate that materials meet or exceed minimum requirements as specified.

B. Submittals:

1. Submit manufacturer's certificates of conformance.
2. Submit copies of test reports.
3. Submit manufacturer's gasket lubricant recommendations.

C. Product Delivery, Storage, and Handling:

1. During loading, transporting, and unloading, exercise care to prevent damage to materials.
2. Do not drop pipe or fittings.
3. Store materials on site in enclosures or under protective coverings above ground to keep clean and dry.

D. Pipe and Fittings:

1. Cast Iron Pipe:

- i) AWWA C106 or ANSI A21.6 or A21.8, Class 22 thickness, joints per AWWA C111 or ANSI A21.11.

2. Ductile Iron Pipe:

- i) AWWA C151 or ANSI A21.51, Class 50 thickness, joints per AWWA C111 or ANSI A21.11.

3. Fittings:

- i) AWWA C110 or ANSI A21.10, Class 250, joints as required. Provide lugs where tie rods used
- 4. Cement Mortar Lining:
 - i) AWWA C104 or ANSI A21.4, thickness, 1/16 inch for sizes 3-12 inch, 3/32 inch for sizes 14 inch and up.
- E. Gasket Lubricant:
 - 1. As recommended by pipe manufacturer.
- F. Inspection:
 - 1. Examine areas to receive piping for:
 - i) Defects that adversely affect execution and quality of work.
 - ii) Deviations beyond allowable tolerances for piping clearances.
- G. Workmanship:
 - 1. Examine pipe and fittings before installation and assure no defective materials are incorporated.
 - 2. Keep inside of pipe and fittings free of dirt and debris.
 - 3. Valves to be cut into existing main shall be installed prior to connection newly constructed water main to the existing system. This will permit the isolation of as small segment of the system as possible in which service must be interrupted.
 - 4. Before lowering, and while suspended, check for defective pipe by tapping with light hammer; defective, damaged or unsound pipe shall not be installed.
 - 5. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other suitable means to prevent the ingress of foreign materials. This stipulation shall apply during noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped dry.
 - 6. Where existing water main is to be abandoned the old main shall be exposed for a sufficient distance to inspect its general condition and removed or plugged adequately in accordance with the Engineer's direction. If directed to be removed, the salvaged pipe shall be stored carefully at a site of the

Owner's choosing and the ensuing trench backfilled in accordance with Article 10.

H. Placement:

1. Lay piping on firm bed for entire length of trench except where supports are otherwise provided.
2. Hand excavate for pipe bell ends.
3. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
4. Compression Joint Installation:
 - i) Clean hub and inset gasket.
 - ii) Apply gasket lubricant to spigot and inside of gasket.
 - iii) Drive spigot into gasketed hub with pulling tool or suitable device.
5. Maximum allowable joint deflection shall be 4 degrees for pipe size 12 inch and smaller and 2 degrees for pipe sizes 14 inch through 24 inch.
6. For water mains:
 - i) Lay piping with minimum earth cover of 5 ½ feet above the top of the pipe.
 - ii) Provide thrust blocks to restrain piping at all abrupt changes in direction, tees, bends, dead ends, and hydrants.

ARTICLE 16: PLASTIC PIPE

A. Quality Assurance:

1. Provide manufacturer's certificate that materials meet or exceed minimum requirements as specified.

B. Submittals:

1. Submit certified copies of test reports.
2. Submit manufacturer's certificates of conformance.
3. Submit manufacturer's gasket lubricant recommendations.

C. Product Delivery, Storage, and Handling:

1. Exercise care in transporting and handling to avoid damage to pipe and fittings.
2. Pipe ends shall be covered during delivery from the manufacturer to the jobsite.
3. Store materials on site in enclosure or under protective coverings.
4. Do not store materials directly on the ground.
5. Assure that materials are kept clean and dry.
6. Do not drop pipe or fittings.

D. Pipe:

1. SDR 21 Polyvinyl Chloride for Sewage Force Mains:
 - i) Class 200 (SDR 21) PVC 130 psi working pressure rated pipe with FLUID-TITE gasket couplings and fittings as manufactured by Certain-Teed Products Corporation or Clow Corporation BELL TITE or equal.
 - ii) Material used to produce the pipe, couplings and fittings shall conform to ASTM D1784, Type I, Grad I, 2,000 psi design stress.
 - iii) All PVC pipe shall conform to the latest revisions of the following specifications:
 - ASTM D2241 (PVC plastic pipe SDR-PR and Class T)
 - Commercial Standard CS 256-63 (pressure rated pipe) National Sanitation Foundation Testing Laboratories (NSF).
 - iv) Designated as PVC 1120.
 - v) Joints shall be gasketed, push-on type in accordance with ASTM D3139. Rubber gasketing shall conform to ASTM D1869.
 - vi) The pipe shall be precision extruded from new polyvinyl chloride material and shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be extruded in strict accordance with the raw material manufacturer's recommendations and specifications.

vii) The PVC pipe shall be supplied in standard laying lengths of 20 or 40 feet.

2. Polyvinyl Chloride pipe for gravity sanitary sewers:

NOTICE: PVE sewer pipe shall not be used in line segments (manhole to manhole) where the depth of bury at any point, exceeds fifteen (15) feet.

- i) Gasketed PVC pipe for gravity sanitary sewer mains.
- ii) Gasketed PVE pipe for house service connections and riser lines.
- iii) All future service connection lines shall be brought up at a 45 degree angle beginning at the property line and capped within 6' of the surface. The City shall be notified before the end is buried to allow the opportunity to GPS the location. The end shall also be marked with a 2" x 2" wood stake or metal rod at least 5' in length.
- iv) Pipe and fittings shall meet requirements of ASTM D3034, but shall conform to a minimum pipe nominal diameter ratio to wall thickness (SDR) of 26. Type PSM (XH) (Poly vinyl chloride) (PVC) Sewer Pipe and Fittings.
- v) Joints shall be gasketed, push-on type in accordance with ASTM D3212.
- vi) Material used to produce pipe and fittings shall conform to ASTM D1784 for Rigid Poly (vinyl chloride) compounds and Chlorinated Poly (vinyl chloride) Compounds.
- vii) Rings for gasketing shall be locked-n rubber sealing rings and shall conform to ASTM D1869.
- viii) Pipe shall be supplied in standard laying lengths of 12.5 and 20 feet.

3. For water mains in general:

- i) Plastic pipe water mains shall be precision extruded from new polyvinyl chloride (PVC) material and plastic pipe service lines from new polyethylene (PE) material. Pipe material shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be extruded in strict accordance with the raw material manufacturer's recommendations and specifications.

- iv) Pipe shall be marked to indicate nominal pipe size, material code designation, standard dimension ratio, pressure rating, manufacturer's name or trademark, National Sanitation Foundation seal and appropriate ASTM or AWWA designation numbers.
 - v) The PVC pipe shall be supplied in standard laying lengths of 20 or 40 feet. However, 40 feet or longer lengths of pipe will be approved only upon adequate information the Installer has equipment capable of fully supporting the pipe while being transported and distributed over the project.
 - vi) Pipe shall be installed with a covered copper, minimum No. 12 size, tracer wire located within 6 inches of pipe and up along outside of each valve box, terminating in loop at top of each valve box.
 - v) Rubber gasketing shall conform to ASTM D1869.
4. DR 18 Polyvinyl Chloride (PVC) Pipe:
- i) Class 150 (DR 18) PVC pressure rated pipe with gasket bell end and cast iron pipe equivalent O.D.
 - ii) Pipe shall conform to the following specifications:
 - a. AWWA C900.
 - b. National Sanitation Foundation Testing Laboratories (NSF).
 - iii) The pipe shall have a maximum anticipated sustained, operating pressure of 150 psi. The pipe shall have a minimum sustained bursting pressure of 500 psi.
5. **SDR 7** Polyethylene (PE) Service Line Pipe:
- i) Pressure class 200 psi pipe, minimum size 1 inch, polyethylene 3406 material, tested and certified by National Sanitation Foundation Testing Laboratories (NSF) as suitable for potable water.
 - ii) Pipe shall conform to requirements of AWWA C901.
 - iii) Pipe shall be installed with a covered copper, minimum No. 12 size, tracer wire located within 6 inches of pipe and up along outside of curb box, terminating in loop at top of curb box.

- iv) Compression type connections, pressure rating equal to or greater than that of the pipe, with rigid insert plastic or stainless steel liner to prevent collapse of PE pipe.

6. Gasket Joint Coupling.

- i) Couplings shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are to be used.
- ii) Couplings shall have a SDR rating equal to that of the pipe.
- iii) If couplings are used they shall be twin gasketed coupling with a positive stop in the center that will automatically position the pipe ends within the coupling. Single gasket couplings welded to one end of the pipe will not be accepted.
- iv) Pipe that has an integral bell, designed to be at least as strong as the pipe wall, as a part of the pipe with a single gasket will be accepted.
- v) All coupling or bells shall have a seating depth **per the pipe manufacturer's specifications.**
- vi) The male ends of the pipe shall be beveled at the factory for ease of entry into the coupling and shall have a ring painted around the end in such a manner as to allow field checking of the setting depth of pipe in the socket.

7. Fittings for Gasket Joint Pipe:

- i) Fittings shall be furnished or approved by the pipe manufacturer and shall accommodate the pipe for which they are to be used.
- ii) Fittings shall have wall thickness no less than that for the specified pipe and shall have a SDR or minimum pressure rating equal to that of the pipe.
- iii) The fittings shall be solvent weld or gasketed with the same gasket design as used on the pipe coupling. The socket depths shall meet all of the requirements listed for the adjoining pipe Service wyes may be saddle type.
- iv) Mechanical joint adapters, when required for valve settings or connections to cast iron pipe, shall be made of Schedule 80 PVC at least 12 inches long. One end shall be built up to an O.D. equal to that required by the mechanical joint fittings.

8. Pipe Connection to Manhole:

- i) Provide flexible water stop at pipe connection to manhole.
- ii) Water stop shall be B.F. Goodrich Geon 83718, white 132, flexible PVC compound, durometer hardness 80 on the A scale, or approved equal.

9. Service Saddles:

- i) All taps shall be installed with a pipe saddle. Saddles shall have an 'O' ring seal between pipe and the saddle and shall be Clow-Vega Twin Seal Style 3401 or F-6350, or approved equal.
- ii) The City shall be notified before the saddle is buried to allow the opportunity to GPS the location.

E. Inspection:

- 1. Examine areas to receive piping for:
 - i) Defects that adversely affect execution and quality of work.
 - ii) Deviations beyond allowable tolerances for piping clearances.
- 2. Start work only when conditions are corrected satisfactorily.

F. Workmanship:

- 1. Examine pipe and fittings before installation and assure no defective materials are incorporated.
- 2. Keep inside of pipes and fittings free of dirt and debris.
- 3. Cup pipe in a neat workmanlike manner without damage to pipe.

G. Placement of PVC Force Mains:

- 1. Placement and joint installation in accordance with manufacturer's recommendations.
- 2. Place the pipe and fittings in the trench with care; under no circumstances shall the pipe or other materials be dropped into the trench.

3. The pipe shall not be dragged in such a manner as to scratch the pipe surface; an excessive amount of scratching or any deep scratches shall be cause for rejection of the pipe.
4. The bottom of the trench shall be free from rocks, clods, or other sharp-edged objects.
5. Each section of pipe in the trench shall rest upon the pipe bed for the full length of its barrel.
6. The subgrade upon which the pipe bedding material is placed shall consist of materials suitable for supporting the pipe without excessive settlement or stress development.
7. Excavate to a depth of not less than two (2) inches nor more than six (6) inches below grade and provide a sand cushion for the purpose of grading and bedding the pipe.
 - i) Bedding material shall be sufficiently damp to insure proper compaction and shaping of the bed.
8. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other suitable means to prevent the ingress of foreign materials. This stipulation shall apply during noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped dry.
9. Provide thrust blocks, as shown on the Drawings to restrain piping at all abrupt changes in direction, tees, bend and dead ends.
10. The placement of backfill to 18 inches above the top of the pipe shall be done as per Article 10, with the following added requirements:
 - i) The backfill material shall contain no stones of greater than $\frac{3}{4}$ inch in diameter.
 - ii) The method shall be such that the material is not dropped from the top of the trench onto the unprotected pipe.
11. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
12. Backfilling remainder of the trench as per Article 10.

C. Placement of PVC Gravity Sanitary Sewers:

1. Each pipe shall be laid true to line and grade by use of overhead grade boards or an inline laser beam.
 - i) Actual line and grade shall be accurate within 0.02 feet of staked line and grade at any point.
2. Commence pipe laying at lowest point, with spigot ends pointing in the direction of flow.
3. Lay piping on compacted granular material bed for entire length of trench.
 - i) Class II bedding materials - coarse sands and gravels with maximum particle size of $\frac{3}{4}$ inches.
4. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
5. Compression Joint Installation:
 - i) Clean hub and spigot
 - ii) Apply joint lubricant to spigot and inside of hub.
 - iii) Drive spigot into hub with pulling tool or suitable device.
6. Solvent weld water stops to outside of PVC pipe at points where pipe penetrates concrete manholes prior to cementing space between outside of pipe and manhole wall.

D. Placement of PVC Water Main:

1. Install in accordance with manufacturer's recommendations.
2. Lay piping with minimum earth cover of 5-1/2 feet above top of pipe, except where specifically shown otherwise on the drawings.
3. Place the pipe, fittings and valves in the trench with care; under no circumstances shall the pipe or other materials be dropped into the trench.
4. The pipe shall not be dragged in such a manner as to scratch the pipe surface; an excessive amount of scratching or any deep scratches shall be cause for rejection of the pipe.

5. The bottom of the trench shall be free from rocks, clods, or other sharp-edged objects.
6. Each section of the pipe in the trench shall rest upon the pipe bed for the full length of its barrel.
7. The sub-grade upon which the pipe bedding material is placed shall consist of materials suitable for supporting the pipe without excessive settlement or stress development.
8. Excavate to a depth of not less than two (2) inches nor more than six (6) inches below grade and provide a sand cushion for the purpose of grading and bedding the pipe.
 - i) Bedding material shall be sufficiently damp to insure proper compaction and shaping of the bed
9. During the laying operation of a short section of replacement pipe, immediately prior to the making of joints, run a swab (of sufficient size to lightly touch the pipe walls) through the pipe so as to thoroughly clean the inside.
10. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other suitable means to prevent the ingress of foreign materials. This stipulation shall apply during noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped dry.
11. Provide (or pour) thrust blocks or anchors to restrain piping at all abrupt changes in direction, tees, bends, dead-ends and hydrants.
12. The placement of backfill to 18 inches above the top of the pipe shall be done as per Article 10, with the following added requirements:
 - i) The backfill material shall contain no stones of greater than $\frac{3}{4}$ inch in diameter.
 - ii) The method shall be such that the material is not dropped from the top of the trench onto the unprotected pipe.
13. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
14. Backfill remainder of the trench as per Article 10.
15. Maximum allowable joint deflection shall be 1 degree.

ARTICLE 17: PIPING SPECIALTIES

A. Quality Assurance:

1. Provide manufacturer's certificate that materials meet or exceed minimum requirements as specified.

B. Submittals:

1. Manufacturer's literature and illustrations.
2. Statement of net assembled weight of each piece of equipment.
3. Shop Drawings of Equipment:
 - i) Dimensions.
 - ii) Construction details.
 - iii) Materials.
4. Complete manufacturer's installation instructions.
5. Maintenance Data:
 - i) Maintenance instructions.
 - ii) Parts lists.

C. Product Delivery, Storage, and Handling:

1. Box, crate, completely enclose, and protect equipment and accessories from accumulations of foreign matter.
2. Store equipment and accessories in area protected from weather, moisture, or possible damage.
3. Do not store materials directly on ground.
4. Handle items to prevent damage to interior or exterior surfaces.

D. Products

1. Inserting Valve:

- i) Manufacturer: Mueller Cat. No. H-800 or approved equivalent.
 - ii) Size as noted on drawings.
2. Tapping Sleeve:
- i) Manufacturer: Mueller Cat. No. H-615 with duck-tipped gaskets or approved equivalent.
 - ii) Size as noted on drawings.
3. Tapping Valve:
- i) Manufacturer: Mueller Cat. No. H-667 with 'o' ring seals or approved equivalent.
 - ii) Size as noted on drawings.
4. Cut-In Sleeve:
- i) Manufacturer: Mueller Cat. No. H-840 or H-841, as required or approved equivalent.
 - ii) Size as noted on drawings.
5. Cut-In Valve:
- i) Manufacturer: Mueller Cat. No. H-862 or approved equivalent.
 - ii) Size as noted on drawings.

E. Installation:

1. Install valves and sleeves where shown on the drawings.
2. Install equipment and accessories in accordance with manufacturer's instructions.
3. Place concrete block under buried valves to provide firm support.

F. Adjustments:

1. Check and adjust equipment and accessories for proper operation.

ARTICLE 18: ANCHORS

A. Quality Assurance:

1. Acceptable Manufacturers:
 - i) Star Supply Corporation.
 - ii) Or approved equal.

B. METAL HARNESS SYSTEMS:

1. Clamps shall be ½ inch x 2 inch bar stock for pipe size 4 inch, 6 inch, 8 inch, 10 inch and 12 inch.
2. Rods shall be ¾ inch diameter for pipe size 4 inch, 6 inch, 8 inch, 10 inch, and 12 inch.
3. Entire assembly, clamps, rods, bolts, washers, nuts, shall be as manufactured by Star Supply Corporation, Columbus, Ohio, or approved equal.

C. Installation:

1. All plugs, tees, caps, hydrants and bends shall be provided with anchorage by attaching suitable metal rods and clamps, by installation of thrust blocks, or by other suitable methods to prevent displacement and assure no leakage from the fittings.

ARTICLE 19: GATE VALVES

A. Quality Assurance:

1. Acceptable Manufacturers:
 - i) Mueller Company or approved equivalent.

B. Submittals:

1. Manufacturer's literature and illustrations.
2. Statement of net assembled weight of each size of valve furnished.
3. Shop Drawings of Valve and Operators:
 - i) Dimensions.

- ii) Construction details.
 - iii) Materials.
- 4. Complete manufacturer's installation instructions.
- 5. Maintenance Data:
 - i) Maintenance instructions.
 - ii) Parts list.
- 7. Certificates: Obtain manufacturer's certification that valves and accessories meet or exceed specification requirements.

C. Product Delivery, Storage, and Handling:

- 1. Seal valve ends to prevent entry of foreign matter into valve body.
- 2. Box, crate, completely enclose, and protect valves and accessories from accumulations of foreign matter.
- 3. Store valves and accessories in area protected from weather, moisture, or possible damage.
- 4. Do not store materials directly on ground.
- 5. Handle items to prevent damage to interior or exterior surfaces.

D. Gate Valves:

- 1. AWWA C500
- 2. Mueller No. A-2370-20 Resilient Seat Wedge Valve or approved equivalent.
- 3. Shall be resilient wedge type valves with non-rising stem and 2-inch operating nut shall offer no resistance when fully open.
- 4. End Connections: Mechanical joint.
- 5. Operators:
 - i) Direction of rotation to open: counter-clockwise.

- ii) Two inch square wrench nut.
- 6. All valves 12 inch and smaller shall be designed for 200 psi working pressure.
- E. Valve Boxes:
 - 1. Mueller Cat. No. H-10360, Buffalo type, 5-1/4 inch shaft, two piece, screw type, extension length as required, or approved equal.
- F. Installation:
 - 1. Install valves and accessories as show on the drawings.
 - 2. Install valves and accessories in accordance with manufacturer's instructions.
- G. Adjustment:
 - 1. Check and adjust valves and accessories for smooth operation.

ARTICLE 20: CORPORATION STOPS AND SERVICE CONNECTIONS

- A. Quality Assurance:
 - 1. Acceptable Manufacturers:
 - i) Mueller.
 - ii) Ford.
 - iii) Approved equivalent.
- B. New Construction:
 - 1. 250 PSI Iron Pipe size poly pipe, minimum size 1 inch.
- C. Replacement of Existing Services:
 - 1. 250 PSI Iron Pipe size poly pipe, minimum size ¾ inch.
- D. Service Saddles:
 - 1. Install service saddle for all taps. The City shall be notified before the saddle is buried to allow the opportunity to GPS the location.

E. Installation:

1. Install corporation stops into upper half of main. For ductile iron mains, double wrap threads with 3-mil Teflon tape.

F. Replacement of Existing Services:

1. If existing service line is PE class 200 psi plastic in good condition, it shall be directly connected to the new corporation stop or shall be extended to the new main using the same pipe materials of the same diameter.
2. If existing service line is plastic or copper and of sufficient length in good condition, it shall be directly connected to new corporation stop. If plastic or copper service line is not of sufficient length or if part or all of the line back to the curb stop is judged by the City Water Department to be in need of replacement, a sufficient length of PE class 200 psi iron pipe size plastic service pipe shall be installed to complete the connection to the new main.
3. If existing service line is galvanized iron, it shall be replaced back to the curb stop with minimum 1 inch PE class 250 psi iron pipe size plastic service pipe.
4. If existing service line is lead pipe it shall be replaced with new minimum 1 inch PE class 250 psi iron pipe size plastic service pipe back to the curb stop.
5. No barb fittings are allowed below ground.

ARTICLE 21: CURB STOPS AND BOXES

A. Quality Assurance:

1. Acceptable Manufacturers:
 - i) Mueller.
 - ii) Ford.
 - iii) Or approved equivalent.

B. Curb Stops:

1. Mueller (Copper Pipe) or (PE Plastic Pipe), brass, Mark II Oriseal, Minneapolis pattern, minimum size 1 inch.

C. Curb Boxes:

1. Mueller, extension type, Minneapolis pattern base, length 6-1/2 feet, size 1-14 inch.

D. Installation:

1. Install new curb stop and box at the location shown on the drawings or as directed by the city.

E. Replacement of Existing Services:

1. If connection of replacement service line to existing curb stop is impractical due to the condition of the curb stop and if approved by the City Engineer, a new curb stop shall be installed.
2. Install new curb stop and/or box at the location occupied by the old curb stop, or as shown on the drawings or directed by the City.

F. Adjustment:

1. Check and adjust curb stops and accessories for smooth operation.

ARTICLE 22: HYDRANTS

A. Quality Assurance:

1. Acceptable Manufacturers:
 - i) Mueller Company.
 - ii) American-Darling.

B. Submittals:

1. Manufacturer's literature and illustrations.
2. Statement of net assembled weight of each hydrant.
3. Shop Drawings:
 - i) Dimensions.
 - ii) Construction Details.
 - iii) Materials.
4. Complete manufacturer's installation instructions.

5. Maintenance Data:

- i) Maintenance instructions.
- ii) Parts list.

6. Manufacturer's certification that hydrants and accessories meet or exceed specification requirements.

C. Product Delivery, Storage, and Handling:

- 1. Store hydrants in area protected from weather, moisture, or possible damage.
- 2. Do not store materials directly on ground.
- 3. Handle items to prevent damage to interior or exterior surfaces.

D. Fire Hydrants:

- 1. Fire hydrants shall meet the requirements of AWWA C502 and be red.
- 2. Mueller Centurion Cat. No. A-423, or American-Flow Control No. B-84 B with 5-1/4 inch hydrant main valve, two 2-1/2 inch hose connections, on 4 inch pumper connecting 6 inch mechanical joint inlet, operating direction City standard, with traffic type break-off flange.
- 3. Hydrant length shall be sufficient to allow for minimum 5-1/2 foot depth of cover over top of hydrant inlet (depth of bury equal to depth of cover plus diameter of inlet pipe.)
- 4. Hydrant main valve shall close with the water pressure.
- 5. Hydrants shall be designed for a minimum of 150 psi working pressure.

E. Auxiliary Valves and Valve Boxes:

- 1. Per Article 19.

F. Installation:

- 1. Install hydrants and accessories as shown on the drawings.

2. Install hydrants and accessories in accordance with manufacturer's instructions.
3. Place concrete block under auxiliary valve to provide firm support.
4. Pour concrete thrust block at hydrant shoe with a plastic barrier between the hydrant and the concrete. Weep holes must remain open and be covered with gravel.
 - i) Place concrete block, similar to that shown for valves, under hydrant to provide firm support if a tie-down system is used in lieu of the thrust block.

G. Adjustments:

1. Check and adjust hydrants and accessories for smooth operation.

ARTICLE 23: TESTING OF SEWER MAINS

A. General:

1. Contractor shall perform all tests required for the type of sewer installed. Required tests are indicated in the respective specification sections for the type of material to be installed.
2. Contractor shall furnish all required test equipment and conduct tests.
3. Testing will be observed by the City Engineer. Contractor shall notify City Engineer 48 hours in advance of conducting tests.
4. Corrective work required shall be performed at the Contractor's expense.
5. Contractor shall perform tests until satisfactory results are obtained.

B. Materials:

1. Contractor shall furnish all materials required to conduct tests.

C. Pressure and Leakage Testing for Sewer Force Mains:

1. Pressure Test:

- i) Test pressure shall be 120 psig at the lowest portion of the line under test.

- ii) Partially backfill valved section of line to be tested such that backfill will hold line in place under test pressure.
- iii) Provide at least five (5) days of setting time for concrete thrust blocking on each segment of main prior to the pressure test on that segment. If high-early strength cement is used in the thrust blocking, provide at least two (2) days of setting time prior to the pressure test.
- iv) Provide temporary thrust blocking for each segment of main to be pressure tested, if required to insure that the line will not move under pressure and that no "blow-offs" will occur.
- v) Vent all air from line prior to testing through air-released hydrants or corporation cocks, installed for this purpose if necessary, at all high points in the line.
- vi) Fill line with water and pump to test pressure.
- vii) Maintain test pressure for at least two (2) hours during each pressure test. A drop in gauge pressure in excess of 5 psi will cause the pressure test to fail.
- viii) Carefully examine all exposed pipe, fittings, valves, air released hydrants, and joints during the pressure test.
- ix) Remove and replace any cracked or defective pipe, fittings, valves or air-released hydrants discovered.
- x) Repeat pressure tests until requirements of this Section are met.

2. Leakage Test:

- i) Conduct leakage test concurrently with the pressure test.
- ii) Test pressure shall be 120 psig at the lowest portion of the line under test.
- iii) Vent all air from line prior to testing.
- iv) Fill line with water and pump to test pressure.
- v) Maintain test pressure for 2 hours.
- vi) Maximum allowable leakage determined by:

$$L = \frac{ND(P)}{2}$$

Where L = allowable leakage, gallons per hour;
N = the number of joints in the pipe being tested;
D = nominal diameter of pipe, inches; and
P = test pressure, psig.

- vii) Locate and repair leaks and retest until requirements of this Section are met.

D. Leakage Testing for Gravity Sanitary Sewer:

1. Maximum infiltration or exfiltration in any section of sanitary sewer, including manholes, shall not exceed 200 gallons per inch of pipe diameter per day per mile of sewer.
2. Infiltration Test:
 - i) Infiltration test shall be performed if the ground water level is at least two feet above the top of the pipe at the highest point in the section being tested.
 - ii) Test head shall be maintained at least 24 hours prior to measuring infiltration.
 - iii) Infiltration shall be measured using a V-notch weir or other flow-measuring device approved by the City Engineer in the downstream manhole of the section being tested.
3. Exfiltration Test:
 - i) Exfiltration test shall be performed if the ground water level is less than two feet above the top of the pipe.
 - ii) Plug the inlet of the upstream and downstream manholes using watertight plugs.
 - iii) Sewer and upstream manhole shall be filled with water to an elevation two feet above the top of the pipe being tested, or two feet above the existing ground water level, whichever is greater.
 - iv) Measure exfiltration for a period of one hour starting one hour after filling.

4. Locate and repair leaks and re-test until requirements of this Section are met.

E. Low Pressure Air Test For Gravity Sanitary Sewers:

1. Air test may be used in lieu of infiltration/exfiltration test.
2. Conduct in accordance with ASTM C828.
3. Plug the ends of the section to be tested with air-tight plugs. Brace plugs to prevent slippage due to internal pressure. One plug must have provisions for connecting an air hose.
4. Connect air hose to plug and to portable air control equipment consisting of valves and pressure gauges to control the rate of air flow into the test section and monitor air pressure inside the pipe.
5. Supply air to test section such that internal pressure in the pipe section does not exceed 5 psig. When pressure reaches 4.0 psig, throttle air supply to maintain internal pressure between 3.5 and 4.0 psig for minimum of 2 minutes.
6. Disconnect air supply and allow pressure to drop to 3.5 psig. At 3.5 psig start a stop watch and determine the time required for the pressure to drop to 2.5 psig.
7. Minimum allowable time for pressure drop to occur shall be as follows:

<u>Pipe Size</u>	<u>Time</u>
6"	2 min. 50 sec.
8"	3 min. 47 sec.
10"	4 min. 43 sec.
12"	5 min. 40 sec.
15"	7 min. 5 sec.
18"	8 min. 30 sec.
21"	9 min. 50 sec.
24"	11 min. 20 sec.

8. Maximum allowable length of sewer line that can be tested by air test shall be as follows.

<u>Pipe Size</u>	<u>Length</u>
4"	1114.0 Ft.
6"	742.7 Ft.
8"	557.0 Ft.

10"	445.6 Ft.
12"	371.3 Ft.
15"	297.0 Ft.
18"	247.5 Ft.
21"	212.2 Ft.
24"	185.0 Ft.

9. Locate and repair leaks and re-test until requirements of this Section are met.

F. Alignment Test:

1. Completed sewers shall be checked for alignment using either a laser beam or lamping.
2. Completed sewers that do not show sufficient artificial light from manhole to manhole shall be corrected by the Contractor.

G. Deflection Test:

1. Conduct deflection test on sanitary sewers constructed of plastic pipe (PVC).
2. Conduct deflection test after final backfill has been in place at least 30 days.
3. Maximum deflection shall not exceed 5 percent of the inside diameter of the pipe being tested.
4. Conduct deflection test using Go No Go deflection testing gauge or mandrel with dimensions as shown in the Standard Drawings. Outside diameter of mandrel shall not be less than 95 percent of the specified inside diameter of the pipe being tested.
5. Thoroughly flush line prior to testing to remove mud and debris.
6. Float pull rope from upstream manhole to downstream manhole of section being tested and attach mandrel to pull rope. Attach a second rope to back of mandrel to receive mandrel if blockage is encountered.
7. Mark pull rope so that if blockage is encountered, the location of blockage can be determined.
8. Pull mandrel through the sewer line. Mechanical pulling devices shall not be used.
9. If resistance to pulling or blockage is encountered, remove mandrel and re-flush or clean sewer line, if necessary.

10. If blockage remains, locate and determine cause of blockage and make necessary repairs. Repeat test until requirements of this Section are met.

ARTICLE 24: TESTING AND DISINFECTION OF WATER MAINS

A. General:

1. Contractor shall test and disinfect all water mains installed as specified herein.
2. Contractor shall furnish all required test equipment, chemicals and other materials required to test and disinfect the water mains. Contractor shall perform all testing and disinfection.
3. Testing will be observed by the City Engineer. Contractor shall notify City Engineer 48 hours in advance of conducting tests.
4. Corrective work required shall be performed at the Contractor's expense.
5. Contractor shall perform testing and disinfection until satisfactory results are obtained.

B. Materials:

1. Contractor shall furnish all materials required to conduct testing and disinfection.

C. Hydrostatic Testing for Water Mains:

1. Pressure Test:

- i) Conduct in accordance with AWWA C600.
- ii) Test pressure shall be 120 psig at the lowest portion of the line under test.
- iii) Partially backfill valved section of line to be tested such that backfill will hold line in place under test pressure.
- iv) Provide at least five (5) days of setting time for concrete thrust blocking on each segment of main prior to the pressure test on that segment. If high-early-strength cement is used in the thrust blocking, provide at least two (2) days of setting time prior to the pressure test.

- v) Provide temporary thrust blocking for each segment of main to be pressure tested, if required to insure that the line will not move under pressure and that no “blow-offs” will occur.
- vi) Vent all air from line prior to testing through air-release hydrants or corporation cocks, installed for this purpose if necessary, at all high points in the line.
- vii) Fill line with water and pump to test pressure.
- viii) Maintain test pressure for at least two (2) hours during each pressure test. A drop in gauge pressure in excess of 5 psi will cause the pressure test to fail.
- ix) Carefully examine all exposed pipe, fittings, valves, hydrants, and joints during the pressure test.
- x) Remove and replace any cracked or defective pipe, fittings, valves or hydrants discovered.
- xi) Repeat pressure tests until requirements of this Section are met.

2. Leakage Test

- i) Conduct leakage test concurrently with the pressure test.
- ii) Test pressure shall be 120 psig at the lowest portion of the line under test.
- iii) Vent all air from line prior to testing.
- iv) Fill line with water and pump to test pressure.
- v) Maintain test pressure for 2 hours.
- vi) Maximum allowable leakage determined by:

$$L = \frac{ND(P)^{1/2}}{7400}$$

Where L = allowable leakage, gallons per hour;
 N = the number of joints in the pipe being tested
 D = nominal diameter of pipe, inches; and
 P = test pressure; psig

- vii) When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gallons per hour per inch of nominal valve size shall be allowed.
- viii) Locate and repair leaks and retest until requirements of this Section are met.

D. Water Main Disinfection:

1. Pipe interior, fittings and valves shall be protected against contamination during delivery, storage and installation.
2. New lines shall be flushed thoroughly prior to disinfection until all traces of construction materials and soil or other foreign matter have been removed. Flushing shall be at a velocity of not less than 4.0 ft/sec. Flushing time shall be adequate to replace the volume of water in the line a minimum of 4 times. The City reserves the right to determine when the Contractor has exceeded a reasonable amount of flushing and to require other action to properly clean the section of pipe as necessary.
3. Disinfect water lines as follows.
 - i) Rate of hypochlorite application should be adequate to maintain a minimum of 50 parts per million available chlorine.
 - ii) Chlorinated water shall be retained in the main for at least 24 hours. Minimum residual chlorine concentration in any part of the system after 24 hours shall be 25 parts per million, and the minimum free residual chlorine concentration shall be 10 parts per million.
 - iii) Thoroughly flush all lines containing the heavily chlorinated water until a chlorine residual determination shows the residual chlorine at any point is not over 2 parts per million.
4. After final flushing, and before the water main is placed in service, samples shall be collected from the end of the line and tested for bacteriologic quality. Flushing and chlorination shall continue until two samples, free of chlorine and taken at least 24 hours apart, show the absence of coliform organisms. Sampling and testing shall be in accordance with State of Nebraska Department of Health regulations.
5. If the initial disinfection fails to produce satisfactory samples, disinfection shall be repeated until satisfactory samples have been obtained.

ARTICLE 25: REINFORCED CONCRETE PIPE

A. Quality Assurance:

1. Provide manufacturer's certificate that materials meet or exceed minimum requirements as specified.

B. Submittals:

1. Manufacturer's certificates of conformance.

C. Product Delivery, Storage, and Handling:

1. During loading, transporting and unloading, exercise care to prevent damage to materials.
2. Do not drop pipe or fittings.

D. Reinforced Concrete Pipe:

1. Standard reinforced concrete sewer pipe, conforming to Nebraska Highway Specification Section 1029.

E. Flared End Sections:

1. Same material as pipe. If guards are required, they shall be in accordance with the Nebraska Highway Specifications.

F. Workmanship:

1. Each pipe will be carefully inspected before it is laid and defective pipe will be rejected.
2. The pipe shall be laid upgrade beginning at the lower end of the line and shall be laid true to the grades shown on the plans. Any pipe which has its grade disturbed after laying shall be taken up and re-laid. No pipe shall be laid, when in the opinion of the City Engineer, weather or trench conditions will not permit a satisfactory installation.
3. Laying of pipe to true line and grade shall be accomplished by use of an overhead grade line, plumb bob, and grade boards and/or by the laser beam method. The overhead grade line shall be stretched tight at all times and be parallel to the correct alignment and grade of the sewer.
4. The groove on concrete pipe shall be laid upstream.
5. Reinforced concrete pipe joints may be made by:

- i) Thoroughly filling the joint, inside and outside, around the circumference of the pipe, with cement mortar. The mortar to be used shall consist of two parts of cement to three parts of mortar sand to one part of Embecco, or
- ii) Thoroughly filling the joint, inside and outside, around the circumference of the pipe, with "Kalktite", "Sewertite", or approved equal such as a rubber gasket. Lift holes shall be plugged with plastic pop-its or a concrete plug with tar.

ARTICLE 26: PAVING EARTHWORK

REMOVAL, ADJUSTMENT, AND REPLACEMENT ITEMS:

A. Walks and Driveways:

1. Existing sidewalk pavement and driveway pavement shall be removed as indicated on the plans or directed by the City Engineer.
2. The juncture between the existing pavement to remain and that to be removed shall be made by sawing and carefully removing the portion required in such a manner that the remaining pavement will not be damaged. Removal shall be to existing contraction joints and perpendicular and parallel to existing curb lines where practical.
3. Replacement shall be from the approved line of removal to the back of curb line.

B. Street Pavement:

1. Street pavement which is to be removed shall be done as shown on the plans or directed by the City Engineer.
2. The juncture between the existing pavement or the surfacing to remain and that to be removed shall be made by sawing and carefully removing the portion required in such a manner that the remaining pavement will not be damaged. Entire panels will be removed unless otherwise directed by the City.
3. Replacement shall be as shown on the plans or directed by the City Engineer.

D. Tree Removal:

1. Trees which are indicated on the plans to be removed and where directed by the City Engineer shall be cleared and grubbed. Stumps shall be completely removed within areas to be paved and removed to at least one foot below finished grade in areas not to be paved.

E. Manhole, Valve Box and Inlet Adjustments:

1. The Contractor shall adjust existing manholes, valve boxes, and inlets to finished grades. This may be accomplished by regulating the height of the masonry walls or use of metal adjusting rings or both in the case of manholes and inlets, and by inserting valve box adapters into the sockets of the existing valve boxes.
2. A box-out with keyway and bars will be required around all existing manholes and valve boxes. The box-out shall be square, the edges of which shall be a minimum of one foot from the outer-most limit of the casting of valve box.
3. A smooth neat matching of the casting and adjacent street surface is required.
4. All necessary materials shall be furnished by the Contractor unless indicated otherwise by the specifications.
5. Any backfill disturbed during adjustment shall be thoroughly tamped to achieve as a minimum the soil densities specified herein for new pavement construction.

F. Existing Culvert, Pipe and Drainage Appurtenances:

1. Existing culverts, pipes and miscellaneous drainage appurtenances shall be removed as indicated on the plans or directed by the City Engineer.

G. Removal of Existing Concrete Headers:

1. Existing concrete headers which are indicated on the plans to be removed and where directed by the City Engineer shall be completely removed within the street area from face to face of gutters.

H. Materials removed in paragraph A. to G. above, shall be loaded, hauled, and disposed of by the Contractor in locations designated by the City. Culverts, piping and appurtenances shall be salvaged and remain the property of the City, unless indicated otherwise by the specifications.

- I. Replacement of material removed shall be as follows:
 1. Thickness of replacement concrete shall be a minimum of 4 inches for walks and 6 inches of concrete driveways.
 2. Concrete for replacement shall be of the quality specified in Article 13.
 3. After placement, screeding, and compaction, the surface shall be given a light brush finish and cured.
 4. Walks, at their line of juncture with walls, curbs, driveways or other pavement, shall be provided with a ½ inch thick preformed asphalt saturated expansion board or approved equivalent material.

STREET AND TERRACE EXCAVATION, EMBANKMENT AND GRADING:

A. General:

1. The Contractor shall perform all excavation, embankment and grading required for the pavement and terraces.
2. Streets shall be graded to the cross section with crown as shown on the drawings.
3. All suitable excavated materials shall be used on the street proper to the extent necessary to raise the sub-grade to the required elevation and to grade terraces.
4. Terraces shall be graded, from the back of curb line to the sidewalk line and/or street property lines, as shown on the typical section or as otherwise directed by the City Engineer.
5. Excavated material not needed for use in the streets or terraces shall be disposed of by the Contractor in locations designated by the City.

B. Unstable Soils:

1. If unstable soils are encountered, they shall be removed and replaced with suitable material.
2. The size and depth of undercut and material to be used for backfill shall be approved by the City Engineer.
3. Unstable sub-grade resulting from the Contractor's negligence in providing proper drainage protection for the work shall be repaired by the Contractor.

C. Street Embankment:

1. The embankment shall be free from all rocks, wood, and other foreign material.
2. Each layer of embankment material shall be compacted to a minimum of 95 percent of Standard Proctor Density as determined by ASTM D698.
3. Any area not accessible to large equipment shall be compacted by hand or smaller equipment.
4. Suitable excavation from the streets shall be used as embankment material from another source.

D. Terrace Embankment and Grading:

1. Upon completion of the paving work, the Contractor shall excavate or fill in order to grade the terraces in accordance with the typical cross section shown on the drawings or as directed by the City Engineer.
2. The size and type of equipment utilized on this portion of the work shall be commensurate with the work to be accomplished.
3. Care shall be taken in working around existing utilities, trees, shrubs, and private sidewalks so that damage to same will not be done.
4. A sufficient quantity of native topsoil, free from gravel and other foreign material and suitable for growing grass, shall be retained from the general excavation so the all terraces will have a surface at least 6 inches thick of this material. Material below the top 6 inches shall be similar to the soil which is natural to the immediate area.
5. The final surface shall be one equal to a light harrowing followed by hand raking so that the terraces will be suitable for seeding.

COMPACTION:

A. General:

1. The following procedure shall apply in the compaction process to the point of finished sub-grade under the pavement:
 - i) Remove all sod, roots, and vegetation from the area in which the embankment is required and from the embankment material.

- ii) In areas of excavation, scarify material to a depth of 12 inches, windrow, spread and compact to a minimum of 95 percent of Standard Proctor Density.
- iii) The embankment shall be built of suitable material in successive horizontal layers not exceeding 12 inches in compacted thickness.
- iv) Each 12 inch embankment layer shall be compacted to a minimum of 95 percent of Standard Proctor Density.
- v) Add water or air dry material as required for adequate compaction. The moisture content of the material shall not be more than 2 percent below, nor more than 4 percent above the optimum moisture content.

B. Sub-grade Protection:

- 1. After the rough grading work has been completed, the entire graded areas shall be smoothed and shaped to produce the proper finished grade.
- 2. The Contractor shall be responsible for maintaining the finished sub-grade under the pavement in top condition until subsequent operations are performed.

ARTICLE 27: PAVEMENT REPAIR AND RESURFACING

A. General:

- 1. The old pavement shall be removed to the limits shown on the plans or as designated by the City Engineer.
- 2. Connecting edges shall be cut and chipped to true lines with vertical faces.
- 3. The existing sub-grade shall be prepared to a uniform condition of compaction in accordance with Article 10.
- 4. For asphalt concrete repair, a tack coat shall be applied to the vertical edge of the existing pavement prior to placing the asphaltic concrete.
- 5. For asphalt concrete repair, asphaltic mix shall be placed in lifts with a maximum compacted thickness per lift of 4 inches for base course material and 2 inches for surface course material.

B. Paving Brick Repair:

1. Existing brick shall be salvaged as much as practicable and reused in repair. All broke, cracked or otherwise unacceptable bricks shall be removed from the area of replacement.
2. Existing concrete base course and sub-grade shall be removed to a depth of 7 inches below the bottom of the brick.
3. Sub-grade shall be prepared for base course of Portland cement concrete.
4. Base course shall consist of 6 inches of Portland cement concrete pavement. Concrete need only be screeded as no finish is required.
5. A leveling course of clean fine sand shall be placed on the concrete base to a depth of 3/4 inch to 1 inch.
6. Paving bricks shall be placed tightly together and leveled by embedding in sand.
7. After placement of brick the area will be swept with clean dry sand to fill all voids to top of bricks.
8. Expansion joint material will be placed where concrete base abuts Portland cement concrete pavement or curb.

C. Resurfacing:

1. Preparation.
 - i) The surface to be covered shall be cleaned of all dirt, foreign material, asphalt crack filler or joint sealing material and cold-mix bituminous patches.
 - ii) A tack coat shall be applied.
2. Leveling Course and Patching.
 - i) The leveling course, if required by the specifications, shall consist of surface mix asphalt concrete.
 - ii) All holes more than 2 inches deep in the surface to be covered shall be coated with hot asphalt cement and filled level with compacted surface mix.

3. Surface Course.
 - i) Compacted thickness of surface course shall be 1-1/2 inches minimum, or greater thickness as otherwise required by the specifications.

ARTICLE 28: SIDEWALKS

A. Procedure:

1. Sidewalks shall be Portland cement concrete, 4 inches thick except through driveways, which shall be 6 inches thick.
2. Contraction joints shall be marked off into square blocks having an area of 16 square feet for 4 foot wide walks and 36 square feet for 6 foot wide walks. Jointing of sidewalk widths that deviate from the preceding shall meet with the approval of the City Engineer.
3. Contraction joints shall be D/4 inches deep, "D" equals depth of sidewalk, 5/16 inch width with edges rounded to 1/2 inch radius using double edging tool or sawed.
4. Expansion joints for sidewalks shall be located where sidewalks abut walls, curbs, driveways, or other pavement. Place flush with top surface of sidewalk including a polyurethane sealant laid on top of the expansion material.
5. Edges shall be finished with an edging tool having dimensions corresponding to those of double edging tool used for contraction joints.
6. There shall be a minimum of 1/2" compacted sand/gravel mix or approved equivalent material placed under all proposed sidewalks.

ARTICLE 29: EXPANSION AND CONTRACTION JOINTS

A. General:

1. Placement and finishing of joints shall be subject to approval of the City Engineer.
2. All joints shall be perpendicular to the finished pavement, except at intersections where special jointing arrangements are required.
3. Adjacent slabs shall not vary from a straightedge perpendicular to the joint by more than 1/8 inch.
4. Joints in abutting pavements shall not be staggered.

5. Joints abutting integral curb or curb and gutter shall not be staggered.
6. Unless specifically permitted by the City Engineer, joints shall be located as shown on the standard details.

B. Contraction Joints:

1. Extend joints entirely across pavement, at right angles to centerline.
2. Joints shall be prepared and placed as indicated on the Standard details, maximum spacing between joints 15 feet unless approved otherwise by the City Engineer.
3. Sawing of the joints at intervals specified shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours.
4. All joints shall be sawed before uncontrolled shrinkage cracks occurs.
5. Sawing of any joint shall be omitted if a crack occurs near the joint location before the time of sawing.
6. Sawing shall be discontinued if a crack develops ahead of the saw.
7. All joints shall have a depth equal to $\frac{1}{4}$ of the slab thickness.

C. Construction Joints:

1. General.
 - i) Shall be installed as directed by the City Engineer.
 - ii) All construction joints shall be edged with a grooving tool of sufficient width and depth to receive and retain joint sealing material.
2. Transverse Construction Joints.
 - i) Locate where concrete placement has stopped long enough for concrete to harden and at end of day's work.
 - ii) Provide bulkhead with holes for required steel reinforced bars.

3. Longitudinal Construction Joints.

i) Sawed.

- a. Saw within seven (7) days after concrete placement in multi-lane construction.
- b. The depth of saw cut shall be at least $\frac{1}{4}$ of the pavement depth.
- c. Joints with keyway and tie bars may be substituted for sawed joints.

ii) Keyed and Tied.

- a. Use as a longitudinal construction joint.
- b. Attach keyway to forms with sufficient support to prevent movement during concrete placement.
- c. Support tie bars to insure proper positioning after concrete placement.
- d. Submit proposed method of forming keyed and tied joint for approval by the City Engineer if slip forming is proposed.

D. Expansion Joints:

1. Expansion joints shall be prepared and placed as indicated on the Standard details, maximum spacing between joints of 200 feet unless approved otherwise by the City Engineer.
2. The expansion joint filler shall be continuous from form to form, shaped to the sub-grade, curb section, and to the keyway along the form.
3. The expansion joint filler shall be held in a vertical position.
4. Finished joints shall not deviate in horizontal alignment more than $\frac{1}{4}$ inch from a straight line.

E. Sealing Joints:

1. All joints and shrinkage cracks which may occasionally occur shall be filled with approved sealing material.

2. Before sealing, each joint shall be cleaned of foreign material, including curing compound, joint faces cleaned and surface-dry when seal is applied.
3. The joints shall be filled immediately following the curing period or as soon thereafter as weather conditions permit, or as directed by the City Engineer.
4. Sealing material to be heated to temperature specified by manufacturer with temperature maintained during pouring period if applicable.

ARTICLE 30: CONCRETE PAVING

A. Proportions:

1. The concrete shall develop a minimum 28 day strength of 3,500 psi in compression. In general the following proportions shall apply:
 - i) Cement, sacks per cubic yard.
6.0
 - ii) Total water-cement-ratio
Gallons/sack cement not over 5.5
 - iii) Fine aggregate
50%-70%
 - iv) Coarse aggregate
30%-50%
 - v) Air content by volume
5%-8%
 - vi) Water reducer
Maximum cement reduction of 5%
 - vii) Fly ash
Only with the approval of Engineer
 - viii) Maximum allowable slump 2 inches for slip-form pavement and 3 inches for fixed-form pavement.
2. Control.
 - i) Contractor to submit samples of cement, admixtures, and aggregate to the testing firm for trial batch design which will produce results within the specified limits.

3. Curing compound shall be used after placing concrete to avoid cracking.

B. Concrete Compressive Strength Testing:

1. A minimum of one representative set of three (3) cylinder samples for each 1,000 square yards of pavement placed will be required.
2. These cylinders will be tested at 7 days (one cylinder) and 28 days (two cylinders).

C. Pavement Quality Requirements:

1. Additional testing of the cured concrete slab may be required at the City Engineer's option when test specimens fail to meet specified strength. The City Engineer may require the Contractor to take cores for any area of a given day's pour when any cylinder from this day's pour fails to meet the specified 28 day strength.
2. The Contractor shall furnish the City Engineer with scale tickets on all concrete.
3. The City Engineer or the City may at their discretion require the Contractor to take core samples to determine pavement thickness.

ARTICLE 31: DESIGN STANDARDS

A. General:

1. The design standards contained herein are intended for the purpose of establishing minimum requirements for sewer, water, and paving improvements constructed in the City of Wayne. These design standards are intended to supplement but not supersede the standard and criteria set forth in the City's Subdivision Ordinance and Building Codes, and those requirements prescribed by Local, State, or Federal laws. These design standards are not intended to be all inclusive or completely comprehensive, but rather to establish minimum criteria for certain aspects of design for public improvements being planned by the City or developers.

B. Water Distribution System:

1. Water mains will be sized to meet fire flow requirements of the State Insurance Services Office inasmuch as is practicable, considering delivery capabilities of the in-place water facilities. Water mains for residential areas will be 8 inch minimum size except where 6 inch mains can be shown to be adequate size for looped streets and cul-de-sacs. No water main less than 6 inch size will be permitted.

2. Water facilities including pumping, storage, and distribution will be designed to provide a minimum working pressure of approximately 35 psi and a normal working pressure for approximately 60 psi. Where maximum pressures will exceed 100 psi, pressure reducing devices will be required.
3. Dead-ends must be minimized by looping off all mains wherever practicable. Where dead-end mains cannot be avoided, they will be provided with a fire hydrant if flow and pressure are sufficient, or with a State Department of Health approved blow-off for flushing purposes. In no case will flushing devices be directly connected to any sewer.
4. Sufficient valves will be provided on water mains so inconvenience and sanitary hazards will be minimized during repairs. Valves will be located at no more than one block intervals and at no more than 500 feet and 800 feet intervals in commercial and residential areas, respectively.
5. In all new residential developments requiring connection to the city system, water mains will be provided for each lot either within the street right-of-way abutting the lot, in an easement along the back lot line of the lot, or in an easement along the side lot line of the lot. Water mains are to be located with the street right-of-way rather than in an easement wherever it is practicable.

C. Sanitary Sewers:

1. Sanitary sewers will be sized to carry the peak design flow including allowances for infiltration and inflow. Sewers will be designed for the estimated ultimate tributary population unless a plan of phased construction of smaller lines can be shown to be advantageous to the City. No gravity sewer main less than 8 inch size will be permitted.
2. The minimum slopes which must be provided for gravity sewer mains are as follows.

<u>Sewer Size</u>	<u>Slope in Feet/100 Feet</u>
8 inch	0.04
10 inch	0.28
12 inch	0.22
14 inch	0.17
15 inch	0.15
16 inch	0.14
18 inch	0.12
21 inch	0.10
24 inch	0.08

3. Sewers will be laid with straight alignment between manholes and with uniform slopes between manholes. Manholes or cleanouts will be installed at the end of each line; at all changes in grade, size or alignment; at all intersections and at distances not greater than 500 feet.
4. In all new residential developments requiring connection to the city system, sewer mains will be provided for each lot either within the street right-of-way abutting the lot, in an easement along the back lot line of the lot, or in an easement along the side lot line of the lot. Sewers are to be located with the street right-of-way rather than in an easement wherever it is practicable.

D. Storm Water Drainage:

1. Storm drainage systems will be designed to carry as a minimum, with adequate allowance for free-board and head losses, storm water flow from storms having the following frequency of occurrences:

Residential areas	10 years
Commercial and industrial areas	25 years

2. Storm sewers will have a minimum size of 15 inches.
3. Sewers less than 30 inches in diameter will be laid with straight alignment between manholes and with uniform slopes between manholes. Sewers greater than 30 inches in diameter may be laid with bends in alignment and changes in slope between manholes with the approval of the City Engineer.
4. Protective measures will be provided at pipe outlets and along open ditches to minimize soil and erosion.
5. Storm drainage systems will be designed for the estimated ultimate developed tributary area unless a plan of phased construction along with intermediate storm water control measures can be shown to be advantageous to the City.

E. Paving:

1. New streets constructed with integral curb and gutter shall be poured with no less than ½ of the street width such that the only cold joint would be at the center of the street with minimum distance of 150' for each pour. Full width street paving is preferred in all instances and is required for any paving project more than 400' in length.
2. New streets shall be constructed at a depth of 7 inches minimum for local streets and 8 inches minimum for arterial and collector streets. Paving mix shall be approved by the City or the City Engineer.

ORDINANCE NO. 2019-8

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – ALL-TERRAIN AND UTILITY VEHICLES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. That Wayne Municipal Code Title VII Traffic Code, Chapter 70 General Provisions – All-Terrain and Utility Vehicles, is hereby amended as follows:

78-290 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALL-TERRAIN VEHICLE. Any motorized off-highway vehicle which:

- (1) Is 50 inches or less in width;
- (2) Has a dry weight of ~~900 pounds or less~~ **1,200 pounds or less**;
- (3) Travels on four or more ~~low-pressure~~ **non-highway** tires;

(4) Is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger.

~~(5) Has a seat or saddle designed to be straddled by the operator; and~~

~~(6) Has handlebars or any other steering assembly for steering control.~~

(Neb. RS 60-6,355)

STREET or HIGHWAY. The entire width between the boundary limits of any street, road, avenue, boulevard or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(Neb. RS. 60-624)

UTILITY-TYPE VEHICLE.

(1) Any motorized off-highway vehicle which:

(a) ~~Is not less than 48 inches, nor more than 74 inches in width;~~ **Is 74 inches in width or less**

(b) Is not more than ~~135~~ **180** inches, including bumper, in length;

(c) Has a dry weight of ~~not 900 pounds nor more than~~ 2,000 pounds **or less**;

(d) Travels on four or more **low-pressure non-highway** tires; and

~~(e) Is equipped with a steering wheel and bench or bucket type seating designed for at least two people to sit side-by-side.~~

(2) **UTILITY-TYPE VEHICLE** does not include **all-terrain vehicles**, golf ~~cars~~ **car vehicles**, or low-speed vehicles.

(Neb. RS 60-6,355)

(2002 Code, § 78-290) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-291 OPERATION ON STREETS.

An all-terrain vehicle and a utility-type vehicle may be operated on streets within the corporate limits of the city only if the operator and the vehicle comply with the provisions of this subchapter.

(2002 Code, § 78-291) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-292 HOURS OF OPERATION.

An all-terrain vehicle or a utility-type vehicle may be operated only between the hours of sunrise and sunset and shall not be operated at a speed in excess of 30 mph. When operating an all-terrain vehicle or utility-type vehicle as authorized in this subchapter, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above the ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

(2002 Code, § 78-292) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-293 REQUIREMENTS.

(1) EQUIPMENT REQUIRED FOR ALL-TERRAIN AND UTILITY-TYPE VEHICLES.

(a) A brake system maintained in good operating condition;

(b) An adequate muffler system in good working condition; and

(c) A United States Forest Service qualified spark arrester.

(2) MODIFICATIONS AND/OR RETROFITTINGS. All-terrain vehicles and utility-type vehicles which have been modified or retrofitted with after-market parts to include additional equipment not required by Neb. RS 60-6,357 and 60-6,358 shall not be registered under the Motor Vehicle Registration Act, nor shall such modified or retrofitted vehicles be eligible for registration in any other category of vehicle defined in the act.

(a) No person shall:

(1) Equip the exhaust system of an all-terrain vehicle or a utility-type vehicle with a cutout, bypass, or similar device;

(2) Operate an all-terrain vehicle or a utility-type vehicle with an exhaust system so modified; or

(3) Operate an all-terrain vehicle or a utility-type vehicle with the spark arrester removed or modified except for use in closed-course competition events.

(3) Any person operating an all-terrain vehicle or utility-type vehicle as authorized in this subchapter shall have:

(A) A valid Class O operator's license ~~or a farm permit as provided in Neb. RS 60-4,126~~; and

(B) Liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating the all-terrain vehicle or a utility-type vehicle on a street or highway. The person operating the all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

(2002 Code, § 78-293) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013) **(Neb. RS 60-6,357; 60-6,358, 60-6,359)**

§ 78-294 EXCEPTIONS.

(A) All-terrain vehicles and utility-type vehicles may be operated without complying with §§ 78-292 and 78-293 of this subchapter on streets and highways in parades which have been authorized by the state or any department, board, commission or political subdivision of the state.

(B) An all-terrain vehicle or an utility-type vehicle shall not be operated on any state highway within the city limits, except as provided in § 78-295 of this subchapter.

(C) All ATVs and UTVs are to abide by the state statutes pertaining to the operation of vehicles on roadways within the state.

(2002 Code, § 78-294) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-295 CROSSING STATE HIGHWAYS.

Subject to § 78-294, the crossing of a state highway shall be permitted by an all-terrain vehicle or an utility-type vehicle only if:

(A) The crossing is made at an angle of approximately 90 degrees to the direction of the state highway and at a place where no obstruction prevents a quick and safe crossing;

(B) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the state highway;

(C) The operator yields the right-of-way to all on-coming traffic that constitutes an immediate potential hazard; and

(D) Both the headlight and taillight of the vehicle are on when the crossing is made.
(2002 Code, § 78-295) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-296 ADDITIONAL REQUIREMENTS.

(A) The vehicle must be licensed with the city and display a city approved, reflective license plate with numbers and/or letters four inches high, prominently and clearly displayed on the rear of the vehicle.

(B) The vehicle license shall be renewed no later than April 1 of each year.

(C) Each and every operator of an ATV or utility vehicle shall possess an ATV operator's permit and shall carry said permit on his or her person while in operation of the ATV or utility vehicle.

(D) Operator's permits shall be renewed within 30 days prior to the operator's license's date of expiration.

(E) Any operator operating an ATV or utility vehicle must stop immediately when signaled to do so by a law enforcement officer.

(F) The operator must sign a written acknowledgment of the terms of this subchapter **at yearly registration and complete a safety program approved by the city.**

(G) The operator must wear a protective helmet that meets the motorcycle helmet standards of the state.

(H) The operator must be at least 19 years of age.

(I) No operator shall permit any passengers to ride on ATVs which are not specifically designed by the manufacturer to carry passengers.
(2002 Code, § 78-296) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-999 PENALTY.

(A) Any person violating any provision of this appendix for which no specific penalty is prescribed shall be subject to § 10.99 of this code or division (B) hereof.

(B) Waivers.

Section 2. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance, and in conflict with its provisions, is repealed.

Section 3. This ordinance shall take effect and be in full force after its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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RESOLUTION NO. 2019-41

A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, and Wes Blecke, City Administrator, have entered into an employment agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. The attached Employment Agreement is approved and adopted.
2. The parties are directed to execute said Employment Agreement.

PASSED AND APPROVED this 2nd day of July, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 2nd day of July, 2019, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as “City,” and Wes Blecke, hereinafter referred to as “Employee.”

WHEREAS, the City desires to employ the services of Wes Blecke as City Administrator of the City of Wayne, Nebraska, as provided by the Wayne Municipal Code; and

WHEREAS, the Employee desires to obtain employment as the City Administrator of the City under the terms and conditions as hereinafter set forth; and

WHEREAS, it is the desire of the City to provide certain benefits to establish certain conditions of employment, and to set working conditions of the Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION I.
DUTIES**

1.1. The Employee agrees to perform and have the following duties and responsibilities as an integral part of the position of City Administrator as follows:

A. Pursuant to law and the City Administrator’s authority, execute all laws of the State of Nebraska applicable to city administrators and municipalities, and ordinances of the City, as are required to maintain the public health, safety, and welfare of inhabitants of the City.

B. Attend all necessary meetings of the governing body and make all necessary and proper recommendations for the proper functioning of the City.

C. Perform all duties required by the Administrator’s office, as directed by the City.

D. Prepare and submit to the governing body all reports required by it and that the Employee may consider advisable and appropriate.

E. Keep the governing body fully advised of the City’s financial condition.

F. Keep the governing body of the City advised of the City’s future needs, based upon the goals of the City.

G. Prepare and submit to the City an annual budget.

H. Serve as City’s purchasing agent.

I. Serve as City’s general manager of utilities.

J. Recommend rules and regulations for the governing body and departments of the City that may be necessary for efficient, economic conduct of the business of the City.

K. Keep the City advised and informed of the needs and conditions of all agencies and employees under the Employee's direction and maintain continuous liaison with appropriate community groups, organizations, and individuals.

L. Perform all duties and obligations specified in the City Municipal Code and applicable Nebraska Statutes and perform such other legally permissible and proper duties and functions as the governing body may from time to time assign.

1.2. Employee shall be fully informed and current on local government and management and utility management, and except as otherwise set forth herein devote the Employee's full time to the services, employment, and requirements of the City.

1.3. The job description may be adjusted from time to time by the mutual agreement of the parties hereto, although at all times, such job description shall be consistent with and not contrary to the lawful authority given to city administrators by Statute and by local ordinances.

1.4. Subject to the foregoing, Employee may continue his work as athletic coaching, provided such work does not materially interfere with Employee's duties hereunder.

SECTION II. BASE SALARY

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of ~~\$90,000.00~~ _____. Said annual base salary shall be payable in equal installments at the same time as other employees of the City are paid. ~~After the first six months of employment, the governing body shall conduct a performance and salary review, and shall consider upward adjustments to the base salary of the Employee.~~ Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately May/June of each year, or at such other times as the governing body shall deem necessary or advisable. Salary increases are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

SECTION III. BENEFITS

3.1. The City agrees to provide Employee with professional liability insurance for the actions of the Employee conducted within the scope of his employment with the City in an amount of not less than \$1,000,000.00.

3.2. The City agrees to provide Employee, his spouse, and dependents, hospitalization, surgical, and comprehensive medical insurance, and to pay or contribute to the premiums thereon in a manner equal to and upon the same terms and conditions as provided from time to time for other City employees.

3.3. The City agrees to provide Employee with a term life insurance policy in an amount not less than Employee's annual salary. Employee shall have the right to name the beneficiaries, the right of conversion and continuation, and any face value shall belong to the Employee.

3.4. The City agrees to provide Employee with disability leave on the same basis as is provided to other City employees pursuant to the City personnel manual.

3.5. The City agrees to provide Employee with long-term disability insurance coverage equal to that provided to other City employees.

3.6. The Employee shall earn one hundred twenty (120) hours paid vacation leave and may carry over vacation leave up to a maximum of two hundred eighty (280) hours. At least once per year, the Employee shall take not less than forty (40) consecutive hours vacation. After being employed by the City for a total of ten years, said vacation leave shall be adjusted to 4 weeks, and after twenty years, it shall be adjusted proportionately thereafter in compliance with the City's vacation schedule.

3.7. The City shall provide Employee with time off for all Federal, State and local holidays as from time to time established for all City employees by the governing body.

3.8. The City, being a member of the ICMA Retirement Corporation Deferred Compensation Program, will match the Employee's contribution up to 6% of the employee's monthly salary or in an amount not less than that provided to other city employees, starting 180 days after employment.

3.9. The City will pay for professional dues and subscriptions of the employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. These include such organizations as the International City Managers Association, Nebraska City Managers Association, American Public Works Association, Nebraska Planning & Zoning Association, and related subdivisions of these organizations. Conference attendance will be paid by the City, subject to budget consideration and council approval, to the Nebraska conference every year and ICMA conference every other year.

3.10. The City agrees to pay Employee a monthly vehicle allowance in the amount of \$150.00 for the use of personal vehicle for City business, and in addition, to reimburse the Employee at the latest maximum IRS approved rate per mile for all use of his personal vehicle for travel on City business outside of the City. The Employee shall record and supply in support of all reimburses mileage, suitable records sufficient to establish the dates, details, and purposes of such travel. The Employee shall also maintain such other recordkeeping as to the use of his personal vehicle for City business, as shall be necessary in order for the City to prepare such reports or maintain such records as may from time to time be necessary or required for Federal or State income tax reporting purposes.

3.11. The City hereby agrees to budget and to pay travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee, and adequately to pursue necessary official and other functions for the City, and for short courses, institutes, and seminars that are necessary for professional development and for the good of the City when deemed appropriate by the Employee and approved by the City.

3.12. The City recognizes the desirability of representation in and before local, civic, and other organizations, and the Employee is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided that City will pay membership dues for one such club selected by the Employee.

3.13. All provisions of City ordinances, regulations, and personnel rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other employment benefits, as they now exist or hereafter may be amended, shall also apply to the Employee as they would other employees of the City, in addition to other benefits enumerated specifically herein for the benefit of the Employee, except if they are in conflict with the express provisions of this agreement, in which case this agreement shall supersede any conflicting provision.

**SECTION IV.
HOURS OF WORK**

4.1 It is contemplated that the Employee's duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that the Employee will be expected to devote more than a basic forty-hour work week to perform those duties. However, in relation to unusual demands upon the Employee's time, the Employee will be allowed to take a reasonable amount of compensatory time off as he shall deem appropriate, although not to the prejudice of his responsibilities as City Administrator.

**SECTION V.
TERM OF AGREEMENT**

5.1. The term of this agreement shall commence on the 1st day of June, 2019, and shall remain in effect through May 31, 2020, and may be terminated as provided herein. This agreement and any termination hereunder shall comply with all applicable Federal, State and local laws, codes and regulations, and rules. In the event this Agreement is not terminated as provided herein, the Agreement shall automatically renew for one (1) year from the expiration of this agreement (a "Renewal Term") and will automatically renew for successive Renewal Terms thereafter unless terminated as provided herein. This agreement shall supersede any previous or current employment agreement between Employee and City.

5.2. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, with or without cause, and the parties acknowledge Employee will serve at the will of the City, subject to the provisions of Section VI of this Agreement.

5.3. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 6.2 of this agreement.

**SECTION VI.
TERMINATION**

6.1. Termination by City for Cause. During any Term, the Mayor may terminate Employee's employment and any and all rights or benefits of Employee or obligations of the City under this Agreement for Cause. Prior to doing so, the Mayor will seek the sense of the Council regarding such termination through a non-binding vote of the Council, but authority for termination shall ultimately reside with the Mayor.

(i) Definition of "Cause." For purposes of this Agreement, "Cause" shall be defined to include any of the following:

- (1) Employee's conviction or plea of guilty or no contest to any felony or any crime involving moral turpitude, dishonesty or fraud;
- (2) Breach of this Agreement; or
- (3) Commission of any dischargeable offense as defined in the Personnel Rules of the City.
- (4) Immoral conduct affecting the performance of Employee's duties; or
- (5) Inefficiency or incompetence in office, which Employee has failed to correct after written notice.

6.2 Termination for Reasons Other Than Cause, and Consideration Given for Release of All Claims Against City. Either party may terminate this Agreement during any Term for any reason whatsoever upon sixty (60) days' written notice to the other party.

(i) Sense of Council. In the event the Mayor, during any Term under this Agreement, terminates Employee's employment for reasons other than Cause, prior to such termination, the Mayor will seek the sense of the Council regarding such termination through a non-binding vote of the Council, but authority for termination shall ultimately reside with the Mayor.

(ii) In the event of termination by the Mayor during any term for reasons other than Cause, the City agrees to pay Employee an amount equivalent to six (6) months of Employee's Base Salary and six (6) months of health insurance premiums at the level of coverage at the time of termination, but excluding the City's obligation for (1) retirement, (2) benefits other than as described above in this Section, and (3) any allowances for said six (6) month period. Such payment shall be made over the course of six (6) months, shall commence within thirty (30) days of termination of Employee's employment by the City, and shall be made on the City's regular paydays and pursuant to the City's regular payroll practices ("Severance").

(iii) Conditions of Severance Payment. As a condition to payment of any Severance to Employee, Employee does hereby waive and release the City, and its elected and appointed officials, managers, employees, attorneys, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including but not limited to, an alleged breach of this Agreement (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that Employee's termination by the City deprived Employee of a property interest in continued employment with the City and/or of a liberty interest in Employee's good name and reputation, and will execute appropriate documentation demonstrating such waivers and releases as a condition of payment.

5. Employee, in accepting this Severance, agrees after termination of employment with the City that he will voluntarily participate and cooperate with the City in the defense of the City and its elected and appointed officials, managers, employees, attorneys, and agents, and the prosecution of any action or proceeding about which Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.

6.3 Termination by Reason of Employee's Death. If Employee dies during the Term of this Agreement, the City shall only be obligated to pay Employee his Base Salary and other compensation up to and including the date of Employee's death.

6.4 Termination by Reason of Employee's Disability. If Employee becomes Disabled during the Term of this Agreement, the City shall be obligated to pay Employee his Base Salary up to and including the date on which it is determined that Employee is Disabled. For purposes of this Agreement, Employee shall be deemed "Disabled" if a physical or mental condition or impairment renders Employee unable to perform Employee's normal and customary duties under this Agreement, with or without reasonable accommodation. If a dispute arises with respect to whether Employee is Disabled, the Disability of Employee shall be determined by a qualified medical doctor mutually selected by the City and Employee. In the event the parties cannot agree on the selection of a qualified medical doctor, each party shall select one qualified medical doctor and these two qualified medical doctors will mutually select a third qualified medical doctor who will then determine whether Employee is Disabled for purposes of this Agreement.

**SECTION VII.
EMPLOYEE EVALUATION**

7.1. The governing body and Employee shall establish a mutually acceptable procedure for evaluating the Employee's performance.

**SECTION VIII.
INDEMNIFICATION**

8.1. The City shall defend, hold harmless, and indemnify the Employee against any tort or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Administrator. The City or its insurance carriers may compromise or settle any such claim or suit, and the City shall pay the amount of any settlement or judgment rendered thereon.

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee