

AGENDA
CITY COUNCIL MEETING
April 16, 2019

1. [Call the Meeting to Order](#)
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 – April 2, 2019](#)
4. [Approval of Claims](#)
5. [Proclamations: Arbor Day – April 26th](#)

[Municipal Clerks Week – May 5th – 11th](#)

6. [Action on the Nebraska Liquor Control Commission Manager Application of Joshua Sievers for the Wayne Hospitality Group LLC d/b/a Cobblestone Hotel \(License No. I-098321\)](#)

Background: The Cobblestone is or has changed Managers, which is the reason for this application coming before you. You may either approve, deny or make no local recommendation on the same.

7. [Action on the Wayne Volunteer Fire Department Application for Membership of Christopher Williams — Phil Monahan, Fire Chief](#)
8. Update on the Golf Course Clubhouse Improvement Project — Rusty Parker
9. Action on the request to close the following streets on Friday, July 12th, from 2:30 p.m. until 2:00 a.m. for the annual Henoween Celebration: Main Street from 1st Street to 3rd Street; 2nd Street from east alley to west alley and 3rd Street from Pearl to the alley east of Main Street; from 3:15 p.m. until 2:00 a.m. Main Street from 3rd Street to 4th Street; and that closed areas on 2nd and 3rd Streets be dedicated to handicap and vendor parking — Irene Fletcher, Assistant Director WAED
10. Action on the request to close the following streets on Saturday, July 13th from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show Celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln and Douglas Streets from 10th Street to 8th Street. The intersections at 10th and Douglas and 10th and Lincoln Streets and 9th and Lincoln Streets are also requested to be closed — Irene Fletcher, Assistant Director WAED

11. Action on the request to close the following Streets on Saturday, July 13th, for the Annual Chicken Show Parade from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade — Irene Fletcher, Assistant Director WAED
12. Action on the request to close the following streets on Sunday, July 14th, for the car show from 7:00 a.m. until 2:00 p.m.: 2nd Street from Main Street to Pearl Street — Irene Fletcher, Assistant Director WAED
13. Resolution 2019-23: Acknowledging requirements for the temporary use of the State Highway System for special events (Henoween and Chicken Show – July 12th, 13th and 14th)
14. Action on a request to approve a fireworks display on Friday, July 12, 2019, for the Henoween Celebration on the rugby fields by the Wayne Softball Complex
15. Resolution 2019-24: Accepting/Rejecting bid and awarding contract on the “2019 Nebraska Street Improvement Project — CDBG No. 16-CD-208”

Background: On April 9th, we received one bid on this project. Jon Mooberry, JEO Consulting Group, Inc., our engineer on this project, is reviewing what was submitted. He will be in attendance on Tuesday and will give a recommendation at that time. If we receive his recommendation prior to meeting time, the same will be emailed to you.

16. Action on Change Order No. 1 which is an increase of \$48,086.84 on the “2018 Pedestrian Curb Ramp Project” to I&A Construction, LLP, for additional quantities and new pay items for construction of eleven additional curb ramps along 3rd Street from Douglas to Pearl Street
17. Discussion regarding the Standard Specifications for Construction of Water, Sewer, Storm Sewer and Paving — Joel Hansen, Street and Planning Director

Background: The original standard specification book was completed by an architecture, engineering, and planning firm from Sioux City back in 1979. It was reviewed last in 2001. We hired ACES out of West Point to review the book to update standard numbers, etc., and have eliminated certain practices that are no longer used, such as brick construction of manholes, etc. We have also consolidated the book by removing sections that were repeated under water, sewer, and storm sewer and placed them under one location, such as trenching and backfilling. We did submit the book to two local contractors to review and have not heard back from either one. We will be reviewing the book in sections. What is included in this packet is Article 1 – Article 15. We will have hard copies for you at the meeting, unless you would like to pick one up sooner. If so, just let Betty know.

18. Adjourn

REMINDER: Council Mini Retreat
Tuesday, April 30th at 5:00 p.m. in Council Chambers

**MINUTES
CITY COUNCIL MEETING
April 2, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, April 2, 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 Spieker, Terri Buck, Jon Haase, Jennifer Sievers, Chris Woehler, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Jason Karsky.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on March 21, 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 Buck made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of March 19, 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 Councilmember Karsky who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 901.25; APPEARA, SE, 92.32; ARNIE'S FORD, SU, 109.94; BLACK HILLS ENERGY, SE, 2068.98; BOMGAARS, SU, 948.77; CENTURYLINK, SE, 419.63; CITY EMPLOYEE, RE, 379.35; CITY EMPLOYEE, RE, 756.74; CITY EMPLOYEE,

RE, 253.96; CITY EMPLOYEE, RE, 17.49; CITY OF WAYNE, PY, 73336.20; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 99.76; DGR & ASSOCIATES, SE, 1107.00; DUTTON-LAINSON, SU, 584.22; ED M. FELD EQUIPMENT, SU, 321.90; EISCHEID, MATT, SE, 30.00; ESRI, SE, 1850.00; EVETOVICH, MARK, SE, 150.00; FLOOR MAINTENANCE, SU, 146.38; FREDRICKSON OIL, SU, 1766.60; GALE/CENGAGE LEARNING, SU, 50.03; GROSSENBURG IMPLEMENT, SU, 401.90; HILAND DAIRY, SE, 54.27; HOMETOWN LEASING, SE, 149.55; HORIZON CONSTRUCTION, RE, 100.00; ICMA, RE, 9927.97; IIMC, FE, 170.00; IOWA PUMP WORKS, SU, 2782.00; JACK'S UNIFORMS, SU, 885.00; JEO CONSULTING GROUP, SE, 55.00; KNIFE RIVER MIDWEST, SU, 439.35; LAQUINTA INNS & SUITES, SE, 199.90; MAIN STREET GARAGE, SU, 139.39; METERING & TECHNOLOGY SOLUTIONS, SU, 3168.63; MILLER LAW, SE, 5416.67; NE MUNICIPAL CLERKS ASSOC, FE, 75.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 190.00; NE SALT & GRAIN, SU, 1879.35; NORTHEAST NE INS AGENCY, SE, 85765.00; POLICE ONE, FE, 495.00; PRAUNER, TYLER, SE, 30.00; PRAUNER, TYLER, SE, -180.00; PRAUNER, TYLER, SE, 180.00; QUALITY 1 GRAPHIC, SU, 30.00; RETHWISCH, ADAM, SE, -30.00; RETHWISCH, ADAM, SE, 30.00; RETHWISCH, RICHARD, SE, 30.00; SCHEFFLER, JONAH, SE, 30.00; STAPLES, SU, 81.95; STEFFEN TRUCK EQUIPMENT, SU, 1026.11; TALON CAPITAL, LLC, LLC & MIDWEST BANK, RE, 250000.00; TRI AIR TESTING, SE, 403.03; TYLER TECHNOLOGIES, SE, 200.00; VIAERO, SE, 67.36; WAED, SE, 7871.00; WESTERHOLD, SARA, RE, 100.00; WISNER WEST, SU, 32.00; AMERICAN BROADBAND, SE, 2472.21; AMERITAS, SE, 60.07; AMERITAS, SE, 2621.20; AMERITAS, SE, 72.00; AMERITAS, SE, 87.86; APPEARA, SE, 46.98; BOUND TO STAY BOUND BOOKS, SU, 53.83; BROWN PLUMBING, SE, 129.90; CITY EMPLOYEE, RE, 217.42; CITY EMPLOYEE, RE, 114.45; CITY OF WAYNE, RE, 268.17; DEMCO, SU, 87.94; DUFFY, DAWN, RE, 100.00; EAKES OFFICE, SE, 55.00; FIRST CONCORD GROUP, SE, 4212.64; GALE/CENGAGE LEARNING, SU, 124.75; HAUFF MID-AMERICAN SPORTS, SU, 104.77; HAWKINS, SU, 3092.61; HILAND DAIRY, SE, 72.91; IRS, TX, 9555.44; IRS, TX, 2946.98; IRS, TX, 12600.84; JASA, LYLE, RE, 150.00; JEO CONSULTING GROUP, SE, 24110.00; LIBERAL GASKET MFG, SU, 434.49; MILLER LAW, RE, 6.85; NE DEPT OF REVENUE, TX, 3895.90; NE RURAL WATER, FE, 750.00; NNEDD, SE, 120.00; NORTHEAST POWER, SE, 5440.00; RAGER, NICOLE, RE, 150.00; US FOODSERVICE, SU, 1024.20; WEST-E-CON, SU, 14434.98

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

The Mayor and Council recognized and congratulated City Clerk McGuire for receiving the Nebraska Municipal Clerks' Association "Outstanding Clerk of the Year Award – 2019."

Jim Deuel and Jim Engl, volunteers for the Nebraska Employers Support of the Guard and Reserve organization, presented the Patriot's Award to City Employee, Jeff Brady, Water Supervisor, in recognition of his efforts made to support citizen warriors, more specifically

Guard Reserve Employee Casey Junck, through flexible schedules, time off prior to and after deployment, caring for families and granting leaves of absence, if needed.

Sandy Brown, representing the Wayne Green Team, gave her yearly update/report on their recycling efforts. Over the last ten years, they have been very busy. They have diverted close to 300,000 pounds of electronics, glass, batteries and light strings combined. They have hosted six electronic recycling events, five Earth Day Movies, four Green Expos, three household hazardous waste events, and two Green Move-Outs. They have also raised \$42,000 in grant funds. Over the past three years, the trend they are seeing, however, is that more trash is being collected than recycling. They have less cardboard and less mixed recycling. Summer has the highest volumes of trash. She encouraged the Council to think about what their vision is for the City of Wayne, and how they can continue to best support the Green Team's sustainability effort.

Cap Peterson, President of Northeast Nebraska Insurance Agency, the city's property and casualty insurance carrier, presented the City with a dividend check in the amount of \$48,048.58. This is the third largest dividend that has been received by the City of Wayne, and it is the 18th dividend paid by the Company out of the past 25 years.

Councilmember Brodersen 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 Councilmember Karsky who was absent, the Mayor declared the motion carried.

Administrator Blecke stated the following two Resolutions were tabled at the last meeting so that staff could research Council action taken in January of 2016 when they approved an engineer for this project, and also determine the costs associated with the unpaved portion of the project that was designed. He stated it turns out that 53% of the project that was engineered was actually paved and 47% was not paved. To be fair, the City needs to pay for that area that

was engineered, but was not paved and outside the improvement district. The assessments were recalculated to reflect that. The City will pay an additional \$62,031.50; Windom Ridge, LLC (Lou Benscoter) will have a deduct of \$44,920.80; and Wayne Crown II LLC (Rob Woodling) will have a deduct of \$17,110.70 in their assessment totals. This did not affect the sewer assessments, because the sewer was all inside the district.

Lou Benscoter was present and thanked Administrator Blecke for recognizing that there was a lot of engineering done outside of the district. He thought it was a fair way to handle the matter.

Administrator Blecke recommended that the interest rate be set at 4-4.5%. He noted that interest rates have been as high as 8% back in 2000 and as low as 3.5% back in 2013.

Councilmember Brodersen introduced Resolution 2019-16, and moved for its approval with the interest rate being set at 4.25% and the assessment recalculations as presented; Councilmember Sievers seconded.

RESOLUTION NO. 2019-16

A RESOLUTION MAKING ASSESSMENTS IN STREET IMPROVEMENT DISTRICT NO. 2017-01 (4th STREET).

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Resolution 2019-17, and moved for its approval as presented, with the interest rate being set at 4.25%; Councilmember Sievers seconded.

RESOLUTION NO. 2019-17

A RESOLUTION MAKING ASSESSMENTS IN SANITARY SEWER EXTENSION DISTRICT NO. 2017-01 (4th STREET).

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Sievers, 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 Councilmember Karsky who was absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the Preliminary Plat for the "Southeast Addition." The applicant for the request is the City of Wayne.

Joel Hansen, Street and Planning Director, stated the Planning Commission held their public hearing on April 1st, however, the engineer was not able to get them the preliminary plat before meeting time. They will have to hold another public hearing next month. Therefore, he requested Council to table action on the Resolution approving the same.

There being no further comments or persons who wished to speak, Mayor Giese closed the public hearing.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to table action on Resolution 2019-21 approving the Preliminary Plat for "Southeast Addition" until a later date. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Administrator Blecke stated at the suggestion of Nic Kemnitz, Wayne County Emergency Manager, the Mayor declared a weather-related emergency on March 14th with the flood damage the City was seeing at the time and the potential of further damage as the flooding continued. Without this declaration, the City would not be eligible for certain funding sources to repair damage caused by the flooding. Therefore, this is a ratification of the Mayor's previous declaration.

Councilmember Spieker made a motion, which was seconded by Councilmember Sievers, ratifying the declaration of a "State of Emergency" for the City of Wayne for flood damage sustained on March 12, 2019. Mayor Giese stated the motion, and the result of roll call

being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Administrator Blecke stated the following Resolution would approve a contract/agreement with Tom Hansen, CPA, to help prepare and compile whatever is necessary to submit to the appropriate agencies regarding the damage caused by the flooding. Their fee for said services is \$80 per hour, plus out-of-pocket expenses. Mr. Hansen has also been contracted with the County, as well as other entities. He also assisted the City with submitting and compiling documentation for the 2013 tornado damages.

Beth Porter, Finance Director, stated she did not have a problem attempting to do it by herself, but she did not want to run the risk of not receiving these funds, especially since insurance will not cover any of the damages. She was of the understanding that FEMA will cover a portion of the administration expenses. Mr. Hansen's firm is also assisting Dixon, Cuming, Boyd, and Wayne Counties, the City of Wayne, and also several other townships.

The City would receive 75% from FEMA, 12.5% from NEMA, and 12.5% would be the responsibility of the City.

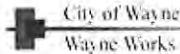
Councilmember Eischeid introduced Resolution 2019-22, and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2019-22

A RESOLUTION APPROVING AGREEMENT WITH TOM HANSEN, CERTIFIED PUBLIC ACCOUNTANT, TO COMPILE FINANCIAL INFORMATION REGARDING DAMAGE CAUSED BY FLOODING IN MARCH, 2019.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

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 Councilmember Karsky who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:11 p.m.



Vendor	Payable Description	Payment Total
AUTO ANATOMY ALTERNATIVES, INC	DOOR HANDLE/PANEL	147.66
BSN SPORTS, INC	SOCCER GOALS	2,999.98
CARHART LUMBER COMPANY	TOOLS/BATTERIES/PAINT	399.89
CASILLAS, OSCAR	DRIVEWAY BOND REFUND	500.00
CITY EMPLOYEE	VISION REIMBURSEMENT	188.65
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	12.66
CITY OF WAYNE	UTILITY REFUNDS	884.35
COPY WRITE PUBLISHING	LETTERHEAD/ENVELOPE/SHIPPING CHARGES	649.63
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	108.00
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,511.10
EAKES OFFICE PLUS	COPY CHARGES	618.60
EASYPERMIT POSTAGE	POSTAGE	1,845.06
ECHO GROUP INC JESCO	LED WALLPLATE/BULBS/BREAKER	450.26
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	140.90
FLOOR MAINTENANCE	LIDS/PLATES/GLOVES/JANITORIAL SUPPLIES	169.51
GENO'S STEAKHOUSE	FIRE DEPT APPRECIATION DINNER	1,491.50
GILL HAULING, INC	SANITATION SERVICE	237.50
GROSSENBURG IMPLEMENT INC	MOWER/FILTERS	766.99
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	77.57
HYTREK LAWN	LIBRARY/SR CENTER CLEAN UP	800.00
INGRAM LIBRARY SERVICES	BOOKS	606.89
IOWA PUMP WORKS, INC.	AIRPORT LIFT STATION PUMP REPAIR	1,100.74
J.P. COOKE COMPANY	CAT/DOG TAGS	178.82
JACK'S UNIFORMS	OPERATOR JACKETS	132.40
JEO CONSULTING GROUP	PEDESTRIAN CROSSING CURB RAMPS	2,710.00
KAUP FORAGE & TURF	GRASS SEED	360.00
LEAGUE OF NEBRASKA MUNICIPALITIES	NCMA CONFERENCE	125.00
LUTT OIL	GASOLINE	4,142.11
MAAS, COURTNEY	REC RUN CLUB SUPPLIES REIMBURSEMENT	160.96
MAIN STREET GARAGE, LLC	TIMING ADJUSTED	40.00
MARCO INC	COPIER LEASE/COPY CHARGES	366.81
MATHESON-LINWELD	OXYGEN	44.02
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	164.00
NDRI USA, INC.	NARCAM TRAINING	80.00
NE DEPT OF LABOR	ELEVATOR INSPECTION	120.00
NE LAW ENFORCEMENT	NCIC TRAINING	110.00
NEBRASKA ENVIRONMENTAL PRODUCTS	SNOW PLOW SUPPLIES	645.94
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	29,069.47
NMPP ENERGY	MEMBERSHIP DUES	2,221.40
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	27.67
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	949.38

Vendor	Payable Description	Payment Total
PEERLESS WIPING CLOTH CO	WASH TOWELS	331.50
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	618.75
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
PROMES, BEN	ENERGY INCENTIVE	209.44
SELECT APPLIANCE LLC	DRYER REPAIR	84.53
SHOPKO	BATTERIES/KLEENEX/WIPES/COFFEE	114.56
SKARSHAUG TESTING LAB INC	GLOVE & SLEEVE TESTING	176.54
THE PENDER TIMES	SUBSCRIPTION	43.00
TITAN MACHINERY	LOCKING PIN	360.33
TYLER TECHNOLOGIES	INSITE FEES	1,375.00
US BANK	AED/CABINET/MOTOR GRADER PARTS/VB FLOOR PLATES	10,080.86
	PUMP SEAL/MEALS ETC	
VAKOC CONSTRUCT	LIFT STATION DOOR	303.06
VERIZON WIRELESS SERVICES LLC	CELL PHONES	318.38
WASHINGTON COUNTY COURT	BOND	150.00
WAYNE AUTO PARTS	BEARINGS/GASKETS/FILTERS/HANDLE	741.88
WAYNE COUNTY CLERK	FILING FEES	10.00
WAYNE COUNTY COURT	BOND	300.00
WAYNE COUNTY COURT	BOND	300.00
WAYNE COUNTY COURT	BOND	150.00
WAYNE HERALD	CAC ADS	254.00
WAYNE HERALD	ADS AND NOTICES	968.56
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	39.00
WESTERN AREA POWER ADMIN	ELECTRICITY	19,388.49
WIESE, TONY	BUILDING PERMIT DEPOSIT REFUND	100.00
WISNER WEST	FIRE DEPT GASOLINE	140.59
WRECK-AMENDED TOWING & RECOVERY	TOWING CHARGES	325.00
	Grand Total:	95,492.74

CITY OF WAYNE
OFFICE OF THE MAYOR

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Wayne has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, Cale Giese, Mayor of the City of Wayne, Nebraska, do hereby proclaim

April 26, 2019, as ARBOR DAY

in the City of Wayne, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to support our City's urban forestry program.

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 16th day of April, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Cale Giese, Mayor

ATTEST:

City Clerk

CITY OF WAYNE
OFFICE OF THE MAYOR

Proclamation

**50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK
May 5 - 11, 2019**

Whereas, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

Whereas, the Office of the Municipal Clerk is the oldest among public servants; and

Whereas, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, the Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Cale Giese, Mayor of the City of Wayne, do recognize the week of May 5th through May 11th, 2019, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, **Betty McGuire**, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

DATED this 16th day of April, 2019

THE CITY OF WAYNE, NEBRASKA,

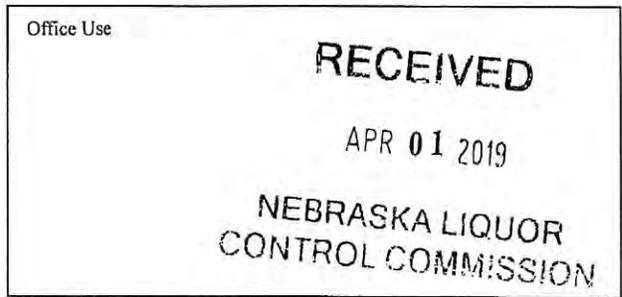
By _____
Cale Giese, Mayor

ATTEST:

City Clerk

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/NEB License Number

Name of Corporation/LLC: Wayne Hospitality Group, LLC.

Premise Information

Liquor License Number: 098321 Class Type I (if new application leave blank)

Premise Trade Name/DBA: Cobblestone Hotel

Premise Street Address: 505 Tomar Dr.

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: 402-833-1300

Premise Email address: gm.ne1300@staycobblestone.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below. PLEASE PRINT CLEARLY.

Last Name: Sievers First Name: Joshua MI: C
 Home Address: 721 W 7th St
 City: Wayne County: Wayne Zip Code: 68787
 Home Phone Number: 502-649-1924
 Driver's License Number & State: H13143768 - Nebraska
 Social Security Number: _____
 Date Of Birth: 03/25/1990 Place Of Birth: Portland, OR
 Email address: gm.ne1300@staycobblestone.com

Are you married? (If you are currently divorced, information (Even if a legal affidavit has been submitted))

YES NO

Spouse's information

Spouses Last Name: Sievers First Name: Brittany MI: C
 Social Security Number: _____
 Driver's License Number & State: H13221516 - Nebraska
 Date Of Birth: 04/19/1990 Place Of Birth: Osmond, NE

APPLICANT'S (AND SPOUSE'S IF APPLICABLE) HOME MOVERS FOR THE LAST TEN (10) YEARS

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Wayne, NE	2013	2019	Wayne, NE	2013	2019
Randolph, NE	2011	2013	Randolph, NE	2011	2013
Wayne, NE	2009	2011	Wayne, NE	2010	2011
Allen, NE	2009	2009	Randolph, NE	1990	2010

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2018	Haven House	Amy Munderloh	402-375-5433
2012	2014	First United Methodist Church	Pete Phillips	402-375-2231

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Joshua C. Sievers	05/2010	Honolulu, HI	Speeding Ticket	Fine Paid in Full

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 2-22-19 Name on Certificate: Joshua Colt Sievers

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Joshua Colt Sievers	2/2019	Responsible Beverage Service Training State Alcohol Certificate

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

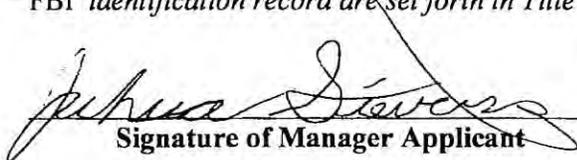
YES NO

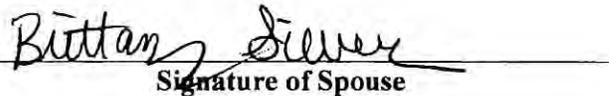
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

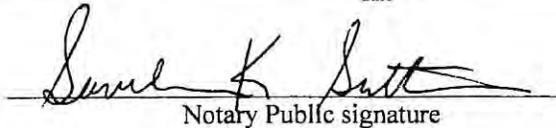

Signature of Manager Applicant

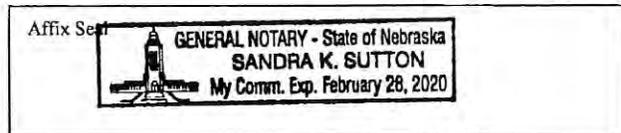

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne The foregoing instrument was acknowledged before me this

2-21-19 date by Joshua + Brittany Siewers
NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

Trade Name: Cobblestone Hotel

Name of Person Bring Fingerprinted: Joshua Colt Sievers

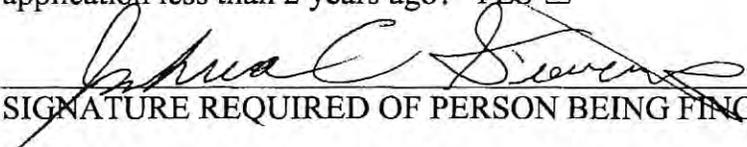
Date of Birth: 03/25/1990 Last 4 SSN: 2825 Date fingerprints were taken: 2/15/2019

Location where fingerprints were taken: State Patrol - Troop B - 1401 W. Eisenhower - Norfolk, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

BS I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

BS I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Brittany Sievers
Signature of **NON-PARTICIPATING SPOUSE**
Brittany Christine Sievers
Print Name

Joshua Colt Sievers
Signature of **APPLICANT**
Joshua Colt Sievers
Print Name

State of Nebraska, County of Wayne

State of Nebraska, County of Wayne

The foregoing instrument was acknowledged before me
this 2-21-19 (date)

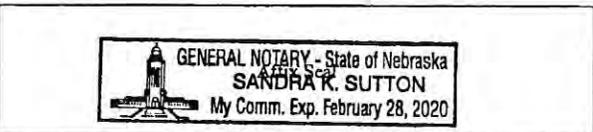
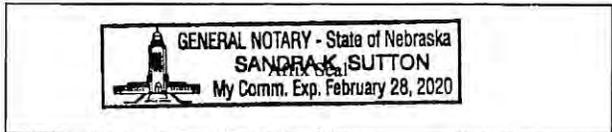
The foregoing instrument was acknowledged before me
this 2-21-19 (date)

by Brittany Sievers
Name of person acknowledged
(Individual signing document)

by Joshua Sievers
Name of person acknowledged
(Individual signing document)

Samuel K Sutton
Notary Public Signature

Samuel K Sutton
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

CERTIFICATION OF VITAL RECORD

OREGON HEALTH DIVISION
CENTER FOR HEALTH STATISTICS

CERTIFICATE OF LIVE BIRTH

CERTIFICATE NUMBER: 136-90-07954

1. NAME: JOSHUA COLT SIEVERS

2. SEX: MALE

3. BIRTH DATE: MARCH 25, 1990

4. BIRTH PLACE: MULTNOMAH COUNTY

5. MOTHER'S MAIDEN NAME: ROXANNA MOORE

6. MOTHER'S BIRTH PLACE: IOWA

7. FATHER'S NAME: JEFFREY RAY SIEVERS

8. FATHER'S BIRTH PLACE: IOWA

RECORD FILE DATE: MARCH 28, 1990

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE OR THE VITAL RECORD FACTS ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON HEALTH DIVISION.

APRIL 1, 1995

DATE ISSUED _____



EDWARD J. JOHNSON II
STATE REGISTRAR



2/10/11
Nana W. Sperry

APPLICANT NOTICE

YOU HAVE BEEN FINGERPRINTED TODAY AS PART OF THE PROCESS TO OBTAIN A LICENSE OR CERTIFICATION FROM A STATE AGENCY OR FOR A JOB REQUIREMENT. THE NEBRASKA STATE PATROL CRIMINAL IDENTIFICATION DIVISION (NSP-CID) WILL HOLD YOUR FINGERPRINTS AND SUBMIT THEM TO THE AGENCY/ORGANIZATION THAT IS REQUESTING THE BACKGROUND CHECK FOR VERIFICATION. APPLICANTS ARE NOT ALLOWED TO HAVE THE FINGERPRINT CARDS IN THEIR POSSESSION DUE TO FEDERAL BUREAU OF INVESTIGATION (FBI) REGULATIONS.

IF YOU ARE REQUIRED TO PROVIDE A PAYMENT FOR THIS BACKGROUND CHECK, YOU HAVE TWO OPTIONS:

- **SUBMIT A CHECK TO THE NEBRASKA STATE PATROL - CID DIVISION, 3800 NW 12TH LINCON NE 68521, OR**
 - **USE THE PAYPORT SYSTEM AT www.ne.gov/ro/isp THIS OPTION ALLOWS YOU TO PAY WITH AN ECHECK OR A CREDIT CARD. THERE IS A FEE FOR THIS OPTION.**
- IT TAKES APPROXIMATELY 30-45 DAYS FOR A COMPLETED REPORT TO BE SENT TO THE REQUESTING AGENCY/ORGANIZATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS PROCESS, PLEASE CALL EITHER THE AGENCY/ORGANIZATION THAT YOU ARE WORKING WITH OR NSP-CID. YOU CAN REACH NSP-CID AT 402

Deb Finn
(402) 375-2288
County Clerk
510 N Pearl, Ste 5
Wayne, NE 68787

Return Service Requested



Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Wayne County, Nebraska
Our Savior Lutheran Church Fellowship
Hall
420 Main
Wayne
U.S. Congressional District 3
Legislative District 17
Lower Elkhorn NRD Subd 5
Wayne Community Schools
Wayne Council Ward 4
Commissioner Dist #3

3242509
Joshua C Sievers
721 W 7th
Wayne, NE 68787

FOR WALLET SIZE • FOLD HERE

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

JOSHUA COLT SIEVERS
holds a

State Alcohol certificate

Permit # RB-0107779

Permit Expires: 02-22-2022 Amount Paid: \$

 **N E B R A S K A** 

General	Credential	Number	Earned	Expires
Joshua Coit Sievers 721 w 7th st Wayne NE 68787 fbst	STATE ALCOHOL Nebraska	RB-0107779 Wallet	02-22-2019 Card	02-22-2022 

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Christopher Williams
Phone Number 402-418-8069

Address 1116 Pearl St. Wayne, NE
Social Security # _____

Employer Great Dane

Occupation Trailer Builder

How long have you been employed by your present employer? 1 Month

Previous Employer and Address SKF Sealing Solutions 31 Amador St. Seneca KS

Have you previously been a member of a Fire Department? NO

If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training.

Do you have any physical ailments or disabilities that could affect your performance on the department?

NO

-As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes

- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes

-Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes

- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Ch. Williams

Date 12-9-18

Sponsor's Signature (if applicable) _____

Date _____

I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Ch. Williams

Date 12-9-18

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

Secretary's Signature Norman R. Schantz

Date 4-2-2019

Chief's Signature Bill Mauldin

Date 4-2-2019

Council approved on _____

certified by City Clerk _____

For record purposes only: Date of Birth 03-15-1991

RESOLUTION NO. 2019-23

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

WHEREAS, the annual Wayne Henoween Celebration will be held on Main Street between the north side of the intersection from 1st Street to the south side of the intersection of 4th Street on July 12, 2018, from 2:30 p.m. to 2:00 a.m. (July 13, 2019), at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, the annual Wayne Chicken Show parade will be held on Main Street from 1st Street to 10th Street, including the intersections, on July 13, 2019, from 9:00 a.m. until 11:30 a.m., at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, 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 for both events 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.

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; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State of Nebraska, 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 16th day of April, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Betty McGuire - Street Closure Request

From: Irene Fletcher
To: Wes Blecke; Betty McGuire; Marlen Chinn
Date: 4/12/2019 9:01 AM
Subject: Street Closure Request
Cc: Luke Virgil; Abby Schademann; M Loggins

We'd like to amend our request for Chicken Show Street Closing for Henoween. We'd like to change the request to allow access to the Majestic Theatre on Friday afternoon as they plan to show a 3 pm movie. Can we close Main Street from 3rd to 4th at 3:15 so patrons could park in front of the theatre before the street closes and then leave after the movie? The theater will alert movie goers of the parking limitations. I suggest that the other streets close at 2:30 per our request.

Irene Fletcher Mock

Assistant Director
Wayne Area Economic Development/Chamber/Main Street
108 W. 3rd Street
Wayne, NE 68787
office [402-375-2240](tel:402-375-2240)
cell [402-369-0883](tel:402-369-0883)

~Providing a focused and integrated economic development effort for the greater community on behalf of all of its residents.

**Wayne
Area**
Economic Development
Chamber ■ Main Street

April 4, 2019

Chief of Police
City of Wayne
306 Pearl St.
Wayne, NE 68787

Dear Chief:

On behalf of the Chicken Show Committee, this letter is a request for street closures during the 39th Annual Chicken Show, Friday, Saturday, and Sunday July 12, 13 14, 2019.

On Friday, July 12 the Committee is requesting the closure of the following streets from 2:30 pm until 2 am for the Annual Henoween celebration: Main Street from 1st Street to 4th Street; 2nd Street from East Alley to West Alley and 3rd Street from Pearl Street to the alley east of Main Street. We request that closed areas on 2nd and 3rd streets be dedicated to handicap and vendor parking.

On Saturday, July 13, the Committee is requesting the closure of the following streets from 6:00 am until 5:00 pm, for the Annual Chicken Show celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln and Douglas Streets from 10th Street to 8th Street. Intersections at 10th and Douglas and 10th and Lincoln Streets and 9th and Lincoln are requested to be closed.

The Committee is requesting the closure of the following streets for the Parade from 9:00 am until 11:30 am (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade. Parade entries will be instructed to exit west on 7th street or continue south on Lincoln. We would like the parade line up streets (W 1st Street from Lincoln to Sherman and Grainland Road) to be considered closed for the purpose of monitoring entries via golf cart or ATV. Entrants will be informed that candy or other parade toss may not be thrown from any motorized entry.

On Sunday, July 14, we ask that 2nd Street from Main Street to Pearl street be closed for the car show from 7 am-2pm.

We ask that all street closures be properly identified adequately prior to the street closing so that event set -up is not delayed. The committee suggests that signs be installed early Friday morning for downtown, and Friday evening for Bressler Park and the parade route on 10th and Lincoln Streets.

The Chicken Show Committee appreciates your assistance during this event. Please contact us at 402-375-2240 if you have any questions or concerns regarding these requests.

Sincerely,



Abby Schademann

RESOLUTION NO. 2019-24

A RESOLUTION ACCEPTING/REJECTING BID ON THE “2019 NEBRASKA STREET IMPROVEMENT PROJECT.”

WHEREAS, one bid was received on April 9, 2019, on the “2019 Nebraska Street Improvement Project;” and

WHEREAS, the bid has been reviewed by the City’s Engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., is recommending that the said bid be accepted/rejected, for the following reason(s):

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “2019 Nebraska Street Improvement Project,” as submitted by the following contractor:

<u>Bidder</u>		<u>Amount</u>
Robert Woehler & Sons Construction, Inc.	Group A	\$1,284,233.94
Wayne NE 68787	Group B	\$1,212,275.06
	Group C Alternate	\$24,390.00

Start Date Group A — 7/15/19

Start Date Group B — 4/1/20

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted/rejected.

PASSED AND APPROVED this 16th day of April, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Bid Tab

PROJECT | 2019 Nebraska Street Improvements, CDBG No. 16-CD-208

JEO PROJECT NO. | 180975.00

LOCATION | Wayne, Nebraska

LETTING | April 9, 2019 @ 10:30 AM

OPINION OF PROBABLE COST | \$1,110.000

Bidder	Total Group A	Total Group B	Group C Alternate	Start Date
Robert Woehler & Sons Construction, Inc. Wayne, NE	\$1,284,233.94	\$1,212,275.06	\$24,390.00	July 15, 2019 - Group A April 1, 2020 - Group B



Tab Sheet

PROJECT | 2019 Nebraska Street Improvements, CDBG No. 16-CD-208

JEO PROJECT NO. | 180975.00

LOCATION | Wayne, Nebraska

Robert Woehler & Sons Construction

GROUP A					
Item	Qty.	Unit	Description	Unit Price	Total
1	1	LS	Mobilization		\$75,000.00
2	1	LS	Temporary Traffic Control Measures		\$7,500.00
3	1	LS	Clearing and Grubbing		\$4,500.00
4	1,060	CY	Excavation, Established Quantity	\$10.00	\$10,600.00
5	6,957	SY	Remove Pavement	\$5.00	\$34,785.00
6	3,946	SF	Remove Concrete Sidewalk	\$2.00	\$7,892.00
7	6,504	SY	Subgrade Stabilization	\$14.16	\$92,096.64
8	6,504	SY	8" Concrete Pavement	\$74.72	\$485,978.88
9	768	SY	6" Concrete Driveway	\$64.46	\$49,505.28
10	4,229	SF	5" Concrete Sidewalk	\$6.86	\$29,010.94
11	256	SF	Detectable Warning Panels	\$44.00	\$11,264.00
12	21	TONS	Crushed Rock Surface Course	\$55.00	\$1,155.00
13	120	SF	Modular Block Retaining Wall	\$75.00	\$9,000.00
14	2,504	LF	Remove Storm Sewer Pipe	\$10.00	\$25,040.00
15	19	EA	Remove Storm Sewer Structure (< 6' deep)	\$500.00	\$9,500.00
16	5	EA	Remove Storm Sewer Structure (> 6' deep)	\$1,000.00	\$5,000.00
17	1	EA	Storm Sewer Manhole, 72"x54"	\$6,000.00	\$6,000.00
18	1	EA	Storm Sewer Manhole, 72"x42"	\$5,500.00	\$5,500.00
19	1	EA	Storm Sewer Manhole, 72"x36"	\$5,000.00	\$5,000.00
20	5	EA	Storm Sewer Manhole, 60"x36"	\$4,500.00	\$22,500.00
21	1	EA	Storm Sewer Manhole, 54"x36"	\$4,250.00	\$4,250.00
22	1	EA	Storm Sewer Manhole, 42"x36"	\$4,000.00	\$4,000.00
23	1	EA	Drop Curb Inlet w/ Grate	\$4,500.00	\$4,500.00
24	1	EA	Steel Curb Inlet w/ Grate	\$5,000.00	\$5,000.00
25	19	EA	Curb Inlet (y=8')	\$4,500.00	\$85,500.00
26	386	LF	48" RCP, Class III	\$150.00	\$57,900.00
27	653	LF	42" RCP, Class III	\$125.00	\$81,625.00
28	517	LF	36" RCP, Class III	\$100.00	\$51,700.00
29	55	LF	30" RCP, Class III	\$80.00	\$4,400.00
30	204	LF	24" RCP, Class III	\$60.00	\$12,240.00
31	180	LF	18" RCP, Class III	\$40.00	\$7,200.00
32	284	LF	15" RCP, Class III	\$35.00	\$9,940.00
33	1	EA	Concrete Collar, 48"	\$1,000.00	\$1,000.00
34	1	EA	Concrete Collar, 30"	\$750.00	\$750.00
35	1	EA	Concrete Collar, 24"	\$600.00	\$600.00
36	1	EA	Concrete Collar, 15"	\$500.00	\$500.00
37	1	EA	Storm Sewer Tap, 15"	\$1,000.00	\$1,000.00
38	175	LF	Remove Water Main	\$12.00	\$2,100.00
39	45	LF	6" PVC Water Main, DR 18	\$45.00	\$2,025.00
40	40	LF	Water Main Loop, 6"	\$135.00	\$5,400.00

41	90	LF	Water Main Loop, 8"	\$105.00	\$9,450.00
42	251	LF	1" PE Water Service (SDR 11)	\$18.00	\$4,518.00
43	1	EA	6" x 1" Saddle	\$450.00	\$450.00
44	1	EA	1" Curb Stop and Box	\$500.00	\$500.00
45	220	LF	Water Service Loop, 1"	\$24.81	\$5,458.20
46	2	EA	4" Insulation of Water Main	\$350.00	\$700.00
47	1	EA	6" Gate Valve and Box, MJ	\$1,800.00	\$1,800.00
48	5	EA	Adjust Manhole to Grade	\$1,000.00	\$5,000.00
49	8	EA	Adjust Valve Box to Grade	\$250.00	\$2,000.00
50	1	EA	Adjust Curb Stop to Grade	\$150.00	\$150.00
51	21	EA	Curb Inlet Sediment Filter	\$200.00	\$4,200.00
52	3,850	SY	Seeding, Fertilizer	\$1.25	\$4,812.50
53	3,850	SY	Erosion Control Mat, Class 1D	\$1.75	\$6,737.50
TOTAL GROUP A					\$1,284,233.94
GROUP B					
Item	Qty.	Unit	Description	Unit Price	Total
1	1	LS	Mobilization		\$50,000.00
2	1	LS	Temporary Traffic Control Measures		\$7,500.00
3	1	LS	Clearing and Grubbing		\$4,500.00
4	1,060	CY	Excavation, Established Quantity	\$10.00	\$10,600.00
5	6,957	SY	Remove Pavement	\$5.00	\$34,785.00
6	3,946	SF	Remove Concrete Sidewalk	\$2.00	\$7,892.00
7	6,504	SY	Subgrade Stabilization	\$14.16	\$92,096.64
8	6,504	SY	8" Concrete Pavement	\$67.50	\$439,020.00
9	768	SY	6" Concrete Driveway	\$64.46	\$49,505.28
10	4,229	SF	5" Concrete Sidewalk	\$6.86	\$29,010.94
11	256	SF	Detectable Warning Panels	\$44.00	\$11,264.00
12	21	TONS	Crushed Rock Surface Course	\$55.00	\$1,155.00
13	120	SF	Modular Block Retaining Wall	\$75.00	\$9,000.00
14	2,504	LF	Remove Storm Sewer Pipe	\$10.00	\$25,040.00
15	19	EA	Remove Storm Sewer Structure (< 6' deep)	\$500.00	\$9,500.00
16	5	EA	Remove Storm Sewer Structure (> 6' deep)	\$1,000.00	\$5,000.00
17	1	EA	Storm Sewer Manhole, 72"x54"	\$6,000.00	\$6,000.00
18	1	EA	Storm Sewer Manhole, 72"x42"	\$5,500.00	\$5,500.00
19	1	EA	Storm Sewer Manhole, 72"x36"	\$5,000.00	\$5,000.00
20	5	EA	Storm Sewer Manhole, 60"x36"	\$4,500.00	\$22,500.00
21	1	EA	Storm Sewer Manhole, 54"x36"	\$4,250.00	\$4,250.00
22	1	EA	Storm Sewer Manhole, 42"x36"	\$4,000.00	\$4,000.00
23	1	EA	Drop Curb Inlet w/ Grate	\$4,500.00	\$4,500.00
24	1	EA	Steel Curb Inlet w/ Grate	\$5,000.00	\$5,000.00
25	19	EA	Curb Inlet (γ=8')	\$4,500.00	\$85,500.00
26	386	LF	48" RCP, Class III	\$150.00	\$57,900.00
27	653	LF	42" RCP, Class III	\$125.00	\$81,625.00
28	517	LF	36" RCP, Class III	\$100.00	\$51,700.00
29	55	LF	30" RCP, Class III	\$80.00	\$4,400.00
30	204	LF	24" RCP, Class III	\$60.00	\$12,240.00
31	180	LF	18" RCP, Class III	\$40.00	\$7,200.00
32	284	LF	15" RCP, Class III	\$35.00	\$9,940.00
33	1	EA	Concrete Collar, 48"	\$1,000.00	\$1,000.00
34	1	EA	Concrete Collar, 30"	\$750.00	\$750.00
35	1	EA	Concrete Collar, 24"	\$600.00	\$600.00
36	1	EA	Concrete Collar, 15"	\$500.00	\$500.00
37	1	EA	Storm Sewer Tap, 15"	\$1,000.00	\$1,000.00
38	175	LF	Remove Water Main	\$12.00	\$2,100.00
39	45	LF	6" PVC Water Main, DR 18	\$45.00	\$2,025.00
40	40	LF	Water Main Loop, 6"	\$135.00	\$5,400.00

41	90	LF	Water Main Loop, 8"	\$105.00	\$9,450.00
42	251	LF	1" PE Water Service (SDR 11)	\$18.00	\$4,518.00
43	1	EA	6" x 1" Saddle	\$450.00	\$450.00
44	1	EA	1" Curb Stop and Box	\$500.00	\$500.00
45	220	LF	Water Service Loop, 1"	\$24.81	\$5,458.20
46	2	EA	4" Insulation of Water Main	\$350.00	\$700.00
47	1	EA	6" Gate Valve and Box, MJ	\$1,800.00	\$1,800.00
48	5	EA	Adjust Manhole to Grade	\$1,000.00	\$5,000.00
49	8	EA	Adjust Valve Box to Grade	\$250.00	\$2,000.00
50	1	EA	Adjust Curb Stop to Grade	\$150.00	\$150.00
51	21	EA	Curb Inlet Sediment Filter	\$200.00	\$4,200.00
52	3,850	SY	Seeding, Fertilizer	\$1.25	\$4,812.50
53	3,850	SY	Erosion Control Mat, Class 1D	\$1.75	\$6,737.50
TOTAL GROUP B					\$1,212,275.06
GROUP C					
Item	Qty.	Unit	Description	Unit Price	Total
1	6,504	SY	Cold Milling - Salvage to Owner	3.75	\$24,390.00
TOTAL GROUP C					\$24,390.00

Date of Issuance: April 10, 2019	Effective Date: Per Owner Acceptance Date
Owner: City of Wayne	Owner's Contract No.:
Contractor: I&A Construction, LLP	Contractor's Project No.:
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 180182.00
Project: 2018 Pedestrian Curb Ramps	Contract Name: 2018 Pedestrian Curb Ramps

The Contract is modified as follows upon execution of this Change Order:
 Description: **Additional quantities and new pay items for construction of eleven additional curb ramps along 3rd St. from Douglas to Pearl St.**

Attachments: **See attached Change Order Estimate with itemization of changes.**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>168,483.61</u>	Original Contract Times: Substantial Completion: <u>September 1, 2019</u> Ready for Final Payment: <u>October 1, 2019</u> dates
[(Increase)] [(Decrease)] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[(Increase)] [(Decrease)] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price prior to this Change Order: \$ <u>168,483.61</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 1, 2019</u> Ready for Final Payment: <u>October 1, 2019</u> days or dates
[(Increase)] [(Decrease)] of this Change Order: \$ <u>48,086.84</u>	[(Increase)] [(Decrease)] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>216,570.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 1, 2019</u> Ready for Final Payment: <u>October 1, 2019</u> days or dates

RECOMMENDED: By: <u>[Signature]</u> Engineer (if required)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: Project Manager	Title: _____	Title: <u>Estimator</u>
Date: 4/11/2019	Date: _____	Date: <u>4/10/19</u>

Change Order Estimate

JEO Project Name: 2018 Pedestrian Curb Ramps		JEO Project Number: 180182.00	
Owner: City of Wayne		Change Order Number: 1	
Contractor: I&A Construction, LLP		Effective Date: Per Owner Acceptance Date	
Item		Change Order Information	
Item No.	Description	Item Quantity	Total Value of Item (\$)
Group A			
6	Remove Pavement	51 SY	\$1,009.80
7	Remove Concrete Sidewalk	1826 SF	\$2,483.36
8	7" Concrete Pavement	38 SY	\$2,850.00
9	6" Concrete Driveway	13 SY	\$1,109.03
10	5" Concrete Sidewalk	1497 SF	\$9,730.50
12	Detectable Warning Panels	82 SF	\$3,280.00
13	Adjust Valve Box to Grade	1 EA	\$431.95
15	Hydro-Seeding, Fertilizer and Mulch	2800 SF	\$1,148.00
16 (New Item)	Reinforced Concrete Retaining Wall	19 CY	\$20,900.00
17 (New Item)	4' Chain Link Fence	68 LF	\$3,944.00
18 (New Item)	Remove Chain Link Fence	68 LF	\$1,200.20
		Total	\$48,086.84

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

April 1, 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 72 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 be 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 Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, 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.

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 200 feet of trench shall be open at one time. All trenches shall 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. 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.
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 200 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.

3. 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 3 inches.

3. Exposed slabs shall receive a broom 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 cast iron.

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 8 inches of 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: