

AGENDA
PERKINS COUNTY BOARD OF COMMISSIONERS
PERKINS COUNTY COURTHOUSE – 200 LINCOLN AVENUE – GRANT, NE 69140
AUGUST 3, 2026 ~ 8:30 A.M

- I. Call to Order
- II. Roll Call
- III. Announcement by County Clerk of Notice of Meeting
- IV. Announcement by Chairman of Open Meetings Act – N.R.S. §84-1412 (8)
- V. Review and Action on Agenda
- VI. Review and Action of Previous Minutes – July 20, 2026
- VII. Ratification of Payroll and Approval of Claims Filed, Transfer of Funds
- VIII. Correspondence
 - a. The State of Nebraska District 11 Probation Office Budget Letter dated July 21, 2026.
 - b. National Association of Counties (NACo) 2026 County Government Survey
Perkins County, Nebraska received July 30, 2026.
- IX. Public Comment ~ 8:40 A.M. - 9:00 A.M.
- X. Bid Opening ~ 9:00 A.M. – Road Grader
- XI. Bid Opening ~ 9:30 A.M. – Surplus 2019 Dodge Durango
- XII. Board of Equalization ~ 10:00 A.M.
- XIII. Business and Reports from Perkins County Officials & Boards, to include Committee Reports, Office/Departmental Updates, Financial Reports, Legislative or Policy Updates, Operational Updates, and Project Status Updates.
 - a. Commissioners
 - i. Budget
 - ii. Roads
 - b. Clerk / Election Commissioner / Register of Deeds / Budget Preparer
 - c. Treasurer

- d. Assessor
- e. Zoning
- f. County / District Courts
- g. Building & Grounds
- h. Extension
- i. Sheriff
- j. Attorney
 - i. Ian Stevens Lease Litigation Update
- k. Emergency Management / Communications
- l. Highway Superintendent / Noxious Weeds
- m. Veterans Service
- n. Road Districts
- o. Fair
- p. Public Transit
- q. Ambulance

XIV. Unfinished Business

XV. New Business

- a. Review, discuss, and take necessary action on Dana F. Cole & Company, LLP Audit Engagement Letter for Perkins County, Nebraska, for the year ended June 30, 2025.
- b. Review, discuss, and take necessary action on Trails West CASA Contract with Perkins County Fiscal Year 2026-2027.
- c. Review, discuss, and take necessary action on Perkins County Local Public Agency (LPA) Annual Certification Form to State of Nebraska Department of Transportation Fiscal Year 2025-2026
- d. Review, discuss, and take necessary action on Plans and Specifications Elsie/Paxton Road 346 County Road 346 Project and Perkins County Overlay 2026.
- e. Review, discuss, and take necessary action on Shelco Asphalt and Paving Proposal for Project Elsie/Paxton Road Repair 2026-1.
- f. Review, discuss, and take necessary action on Signing of the County Annual Certification of Program Compliance 2026.
- g. Review, discuss, and take necessary action on County Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2026.
- h. Review, discuss, and take necessary action on Designating Method for Providing Quarterly Notice of Regular Commissioner and Board of Equalization Meeting Schedule, Meeting Time, and Meeting Location.

- i. Review, discuss, and take necessary action on Designating Method for Providing Notice of Individual Regular Commissioner and Board of Equalization Meeting Schedule, Meeting Time, and Meeting Location.
- j. Review, discuss, and take necessary action on Proposed Long Distance Transfer Salary July 2026.

XVI. Adjournment

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- ❖ The Perkins County Clerk's Office will keep the agenda continuously current and available for review in the County Clerk's Office, modifications may occur up to 24 hours prior to said meeting.
 - ❖ The agenda is advisory in nature and the order the Perkins County Board of Commissioners handles agenda items may be modified by the board for the convenience of the board, those with items on the agenda, and members of the public in attendance.
 - ❖ The Perkins County Board of Commissioners reserves the right to enter into closed session at any time as necessary per Nebraska Revised Statute §84-1410 to discuss the agenda item currently before the board.

COMMISSIONER PROCEEDINGS

JULY 20, 2026

GRANT, NEBRASKA

The Perkins County, Nebraska, Board of Commissioners held its regular meeting at 8:30 a.m. in the County Courthouse in Grant, Nebraska.

Present: Commissioners Darin Robertson, Mark Bottom, Steven Tucker; County Attorney Richard Roberts, and County Clerk James Brueggeman.

Chairman Robertson called the meeting to order at 8:30 a.m. It was announced that notice of the meeting was published in The Grant Tribune-Sentinel on July 16, 2026. The chairman also stated that a copy of the Open Meetings Act and Meeting Materials was available in the Commissioner's Room. The agenda was reviewed. Commissioner Bottom moved to approve the agenda, seconded by Commissioner Tucker. A roll call vote was taken, with three votes in favor, and the motion carried. Commissioner Tucker moved to approve the minutes from the July 6, 2026, meeting, as published in The Grant Tribune-Sentinel, on Perkins County's website, and made public in the Clerk's Office. Commissioner Bottom seconded. Roll call vote: three votes in favor, and the motion carried.

The payroll and claims submitted to the County Board were reviewed. Commissioner Tucker moved to approve the payroll and claims, including the auditor's suggested journal entries to transfer cellular telephone allowances from operating expenses to personal expenses, as well as a pending payroll overpayment correction for employee Ruth Lassen. Commissioner Bottom seconded. A roll-call vote was conducted, with three votes in favor, and the motion was approved.

COUNTY EMPLOYEES

SALARIES	\$81,313.17
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GENERAL

Adams Bank & Trust - Grant	\$ 475.00
Aflac	\$ 1,207.19
Amazon Capital Services	\$ 1,025.35
Ameritas, Retirement Plans Division	\$ 1,476.93
Ameritas, Retirement Plans Division	\$ 12,198.71
AT&T Mobility	\$ 78.58
Bear Graphics	\$ 305.65
Black Hills Gas Distribution, LLC	\$ 393.79

CPI Telecom	\$ 1,251.38
Culligan Water Conditioning	\$ 102.00
Dana F Cole & Company, LLP	\$ 22,610.00
DAS State Account - Cntrl. Fin.	\$ 266.50
DAS State Account - Cntrl. Fin.	\$ 472.00
Eakes Office Plus	\$ 42.48
Ensz Hardware	\$ 33.99
Fiduciary Trust Co Of New Hampshire	\$ 625.00
Frenchman Valley Coop	\$ 2,526.75
Great Plains Communications	\$ 1,146.51
High Plains News North, LLC	\$ 758.30
Hi-Line Cooperative, Inc.	\$ 302.49
Ideal Linen	\$ 151.49
Keith County Jail	\$ 2,500.00
Kent's Towing	\$ 250.00
Law Office Of Ashley K. Spahn	\$ 25.00
Law Office Of Steven E Elmshaeuser	\$ 1,450.00
Mowers N More, LLC	\$ 254.50
NE Weed Control Association	\$ 150.00
Office Service, Inc.	\$ 23.71
Pankonin Ag Services	\$ 182.70
Perkins Co Sheriff	\$ 35.10
Perkins County Road Fund	\$250,000.00
Pinnacle Bank	\$ 43,525.85
Pinnacle Bank - Grant	\$ 46.46
Pinnacle Bank - Grant	\$ 4,989.57
Pinnacle Bank - Omaha	\$ 8,696.92
Quality Diesel, Inc.	\$ 7,968.20
Region 51 EMA	\$ 75.00
Region II Services	\$ 6,288.00
Robert S. Harvoy	\$ 756.25
Ross Family Auto Parts, Inc.	\$ 197.23
Sandhills State Bank	\$ 487.50
State of NE - Dept. of Revenue	\$ 3,199.17

Thomson Reuters-West	\$ 200.00
U.S. Department Of Agriculture	\$ 148.93
United States Treasury	\$ 111.36
Verizon Wireless	\$ 119.79
Westfield Pharmacy, Inc.	\$ 173.29
Wolf Auto	\$ 623.28

ROADS

Amazon Capital Services	\$ 1.18
American Energy Delivery, Inc.	\$ 8,885.45
Aurora Cooperative	\$ 12,507.55
Consolidated Telcom, Inc.	\$ 120.49
Cornhusker Glass, Inc.	\$ 1,059.80
Eastern Sky, Inc.	\$ 58.72
Ensz Hardware	\$ 7.16
Frenchman Valley Coop	\$ 442.72
Great Plains Communications	\$ 222.96
Highline	\$ 50.25
Hi-Line Cooperative, Inc.	\$ 16,238.32
Midwest Electric Cooperative Corp.	\$ 90.79
NMC, LLC	\$ 13,443.33
North Platte Kubota	\$ 4,177.00
Perkins Co Health Services	\$ 495.00
Perkins Co Treasurer	\$ 20.00
Potts Welding And Fabrication Services	\$ 479.92
Powerplan	\$ 2,563.05
Prairie States Communications, Inc.	\$ 627.39
RD Brueggeman Trucking	\$ 7,965.00
Regier Truck Sales	\$ 55.17
Ross Family Auto Parts, Inc.	\$ 524.49
Sapp Brothers Petroleum	\$ 848.00
Viaero Wireless	\$ 42.19
Waste Connections, Inc.	\$ 299.35
Whitmore Manufacturing, LLC	\$ 547.99

FAIR

Black Hills Gas Distribution, LLC	\$ 266.40
Ensz Hardware	\$ 38.46
Leibbrandt Lumber, Inc.	\$ 182.12

PUBLIC TRANSIT

Black Hills Gas Distribution, LLC	\$ 70.07
Frenchman Valley Coop	\$ 566.78
Ride Rite Garage	\$ 550.08
Verizon Wireless	\$ 145.90

WIRELINE 911 SERVICES

CenturyLink	\$ 81.00
Geo-Comm, Inc.	\$ 7,546.09
Great Plains Communications	\$ 83.32

LOCAL AMBULANCE

Bound Tree Medical, LLC	\$ 43.58
Deaver Computer Service 1, LLC	\$ 158.97
Frenchman Valley Coop	\$ 275.30
Henry Schein, Inc.	\$ 209.47
Mid Plains Community College	\$ 300.00

WIRELINE 911 SERVICES

AT&T Mobility	\$ 128.25
Aurora Cooperative	\$ 454.78
Pinnacle Bank - Omaha	\$ 1,239.26
Quality Diesel, Inc.	\$ 288.06

Correspondence:

Received from the Nebraska Department of Water, Energy, and Environment was a Notice of Application Letter for Major Modification at Wilson Feed Yards, Inc., dated July 13, 2026.

Public Comment:

Opened at 8:40 a.m. and closed at 9:01 a.m. No public comments were received.

Business With Officials:

Commissioners received updates from County Clerk James Brueggeman, County Treasurer Julie Sestak, County Assessor Regina Berry, Sheriff Jeffrey Miller,

Highway Superintendent Steve Leimer, Assistant Highway Superintendent Brian Brassfield, and Advanced EMT Travis Ogg about their respective operations.

Commissioners acknowledged receipt of the Treasurer's Semi-Annual Statement covering the period from January 1, 2026, to June 30, 2026.

Perkins County Attorney Richard Roberts briefed Commissioners on Plaintiff objections and the filing of answers for Perkins County in the U.S. District Court case of Ian Stevens vs. Perkins County, Nebraska. Roberts expects a decision on the filed motions in 6-8 weeks and noted that the motion to change venue was denied as premature until other motions are resolved. The matter will remain on upcoming agendas.

Board of Equalization:

Chairman Robertson recessed the meeting at 9:01 a.m to convene as the Perkins County Board of Equalization. He then reconvened the meeting at 9:47 a.m. after the Perkins County Board of Equalization adjourned and a short break was taken.

Unfinished Business:

There was no unfinished business.

New Business:

Commissioners discussed the West Central Nebraska Development District Professional Service Agreement for the Zoning Administration in Perkins County, Nebraska. Commissioner Bottom disclosed his conflict of interest, as he is currently the Chairman of the West Central Nebraska Development District Board. Commissioner Tucker moved to approve the Professional Service Agreement between the West Central Nebraska Development District and Perkins County for Zoning Administration and have the Chairman sign. Commissioner Robertson seconded the motion. Roll call vote: two ayes; Commissioner Bottom abstained due to conflict. The motion carried.

Assessor Regina Berry notified the Commissioners about the upcoming reappraisal of commercial properties, including grain and chemical facilities within Perkins County. Berry presented a maintenance agreement with Stanard Appraisal Services, Inc. for conducting the appraisal work. Commissioner Tucker moved to approve the Maintenance Agreement between the Perkins County Board of Commissioners and Stanard Appraisal Services, Inc. for the period from August 1, 2026, through June 30, 2027, and to have the Chairman sign it. Commissioner Bottom seconded the motion, a roll call vote was taken, with three ayes; the motion carried.

Emergency Manager James Brueggeman presented a resolution to the Commissioners regarding the adoption of the 2025 Perkins County, Nebraska, Local Emergency Operations Plan. Commissioner Bottom moved to approve Resolution 2026-16 to adopt the 2025 Perkins County Local Emergency Operations Plan and to have the Commissioners sign it. Commissioner Tucker seconded the motion, and a roll call vote was conducted with three ayes, and the motion carried.

Commissioners discussed the Dana F. Cole & Company, LLP Audit Engagement Letter for Perkins County, Nebraska, for the fiscal year ending June 30, 2025, with the County Clerk and Treasurer. Commissioner Bottom moved not to sign the letter. Commissioner Tucker seconded the motion; roll call vote: three ayes, motion carried.

Commissioners discussed the Proposal to Serve Perkins County presented by Gabriel, Burger & Else, Certified Public Accountants from Seward, Nebraska, for Fiscal Years 2026-2027, 2027-2028, and 2028-2029. County Clerk Brueggeman provided a history of service dates and costs for the past and current auditor. County Treasurer Julie Sestak also shared input on the audit process as it involves her office. Commissioner Tucker made a motion for the Chairman to sign the Proposal to Serve Perkins County, presented by Gabriel, Burger & Else, Certified Public Accountants, Seward, Nebraska, July 2026. The motion was seconded by Commissioner Bottom, followed by a roll call vote with three ayes, and the motion carried.

Chairman Bottom made a motion to adjourn the meeting, which Commissioner Tucker seconded. A roll call vote was taken, with all members voting aye, and the motion passed.

The meeting ended at 11:29 a.m.

James D. Brueggeman
Perkins County Clerk

Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:08/03/2026 - Check Date:08/03/2026

100 - GENERAL

Account	Description	Vendor	Invoice Description	Claim #	Amount
218 - GENERAL WITHHOLDING					
01-0-0000	FEDERAL TAX	PINNACLE BANK	Fed Tax 8/3/2026	2608000006	6,925.15
02-0-0000	STATE TAX	STATE OF NE -- DEPT OF REVENUE	State Tax 8/3/2026	2608000010	3,050.31
03-0-0000	FICA TAX	PINNACLE BANK	Fed Tax 8/3/2026	2608000006	7,779.18
04-0-0000	GENERAL RETIREMENT	AMERITAS, RETIREMENT PLANS DIVISION	Retirement 8/3/2026	2608000003	4,672.47
07-0-0000	HSA	ADAMS BANK & TRUST - GRANT	HSA ~ Adams Bank & Trust 8/3/2026	2608000001	212.50
07-0-0000	HSA	PINNACLE BANK - GRANT	HSA ~ Pinnacle Bank 8/3/2026	2608000008	2,789.57
07-0-0000	HSA	SANDHILLS STATE BANK	HSA ~ Sandhills State Bank 8/3/2026	2608000009	187.50
08-0-0000	AFLAC	AFLAC	Aflac ~ Pre-Tax Sup. Ins. 8/3/2026, Afla...	2608000002	958.52
09-0-0000	DISABILITY INSURANCE - AFLAC	AFLAC	Aflac ~ Pre-Tax Sup. Ins. 8/3/2026, Afla...	2608000002	269.28
11-0-0000	Employee Medica	PINNACLE BANK	Medica Health Insurance 8/3/2026	2608000007	1,002.64
26-0-0000	IVY FUNDS - 457 PLANS	FIDUCIARY TRUST CO OF NEW HAMPSH...	457(b) DCP ~ Brueggeman 8/3/2026	2608000004	125.00
34-0-0000	457 PLAN FOR JULIE SESTAK	FIDUCIARY TRUST CO OF NEW HAMPSH...	457(b) DCP ~ Sestak 8/3/2026	2608000005	500.00
218 - GENERAL WITHHOLDING Total					28,472.12
970 - MISCELLANEOUS					
00-1-0803	GROUP INSURANCE	PINNACLE BANK	Medica Health Insurance 8/3/2026	2608000007	19,048.34
00-1-0805	HSA CONTRIBUTIONS	ADAMS BANK & TRUST - GRANT	HSA ~ Adams Bank & Trust 8/3/2026	2608000001	262.50
00-1-0805	HSA CONTRIBUTIONS	PINNACLE BANK - GRANT	HSA ~ Pinnacle Bank 8/3/2026	2608000008	2,200.00
00-1-0805	HSA CONTRIBUTIONS	SANDHILLS STATE BANK	HSA ~ Sandhills State Bank 8/3/2026	2608000009	175.00
00-1-0900	RETIREMENT CONTRIBUTIONS	AMERITAS, RETIREMENT PLANS DIVISION	Retirement 8/3/2026	2608000003	6,884.54
00-1-1000	OASI--SOCIAL SECURITY	PINNACLE BANK	Fed Tax 8/3/2026	2608000006	7,779.18
970 - MISCELLANEOUS Total					36,349.56
100 - GENERAL Total					64,821.68
Grand Total					64,821.68

100 - GENERAL

Account	Description	Vendor	Invoice Description	Claim #	Amount
603 - TREASURER					
00-3-0101	SUPPLIES	GOVERNMENT FORMS AND SUPPLIES	726070 / 0363149	2608000020	689.00
603 - TREASURER Total					689.00
605 - ASSESSOR					
00-3-0101	OFFICE SUPPLIES	EAKES OFFICE PLUS	478229 / 9366804-0	2608000017	49.74
605 - ASSESSOR Total					49.74
641 - BUILDING/GROUNDS					
00-2-0501	LIGHTS	CITY OF GRANT	11120000 / 80427, 1047800000 / 80803	2608000015	2,652.94
00-2-0502	WATER, SEWER, TRASH HAULING	CITY OF GRANT	11120000 / 80427, 1047800000 / 80803	2608000015	324.69
00-2-0502	WATER, SEWER, TRASH HAULING	DATASHIELD	2108-1 / 0199951	2608000016	138.36
00-2-1300	BUILDING REPAIR	CARLSON ELECTRIC, INC	Perkins Co / 23528, 23542, 23543	2608000012	978.20
00-2-1308	FAIRGROUND BUILDING REPAIRS	GOFF SERVICES	Perkins Co Fair / 2817	2608000019	698.78
641 - BUILDING/GROUNDS Total					4,792.97
645 - EXTENSION AGENT					
00-2-0200	TELEPHONE SERVICE	UNIVERSITY OF NE-LINCOLN	Perkins Co Extension / 207	2608000032	64.50
00-2-9900	MISCELLANEOUS	CITY OF GRANT	11120000 / 80427, 1047800000 / 80803	2608000015	53.91
645 - EXTENSION AGENT Total					118.41
651 - SHERIFF					
00-2-1610	PATROL VEHICLE MAINTENANCE	EASTERN SKY INC	Perkins Co Sheriff / 8506	2608000018	182.50
651 - SHERIFF Total					182.50
693 - EMERGENCY MANAGEMENT					
00-2-0200	TELEPHONE SERVICES	VERIZON WIRELESS	742111729-00001 / 6148308991	2608000033	59.78
00-5-0500	OFFICE EQUIPMENT	OFFICE SERVICE, INC	Perkins Co Veterans / 05272618, Perkins...	2608000027	4,245.00
693 - EMERGENCY MANAGEMENT Total					4,304.78
803 - VETERANS' SERVICE					
00-2-2000	PRINTING AND PUBLISHING	HIGH PLAINS NEWS NORTH LLC	9779 / 48487	2608000021	9.35
00-3-0101	OFFICE SUPPLIES	OFFICE SERVICE, INC	Perkins Co Veterans / 05272618, Perkins...	2608000027	30.00

Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:08/03/2026 - Check Date:08/03/2026

100 - GENERAL

Account	Description	Vendor	Invoice Description	Claim #	Amount
803 - VETERANS' SERVICE					
970 - MISCELLANEOUS					
00-1-0806	LIFE, AD + D INSURANCE	THE LINCOLN NATIONAL LIFE INS CO	PerkinsCo-BL-1517476 / August 2026	2608000031	1,615.70
00-1-0807	DEDUCTIBLE COVERAGE	PINNACLE BANK - GRANT	42260000 / 07/22/2026	2608000028	995.26
00-1-0807	DEDUCTIBLE COVERAGE	POINT C	42260000 / 1765092	2608000029	321.50
00-1-0903	PRIOR SERVICE	CHARLES KUSKIE	Perkins Co / August 2026	2608000014	16.00
00-2-0200	TELEPHONE SERVICES	CENTURY LINK	85434423 / 792392215	2608000013	41.85
00-2-2412	COUNTY COURT APPOINTED COUNSEL	LAW OFFICE OF STEVEN E ELM SHA EUSER	Perkins Co Court / 14854 - 14857, Perki...	2608000024	1,850.00
00-2-2520	LEGAL FEES	BAYLOR EVNEN WOLFE & TANNEHILL, ...	Perkins Co / 058628	2608000011	8,671.50
00-2-2601	DISTRICT COURT COSTS	KEITH CO SHERIFF	Perkins Co Attorney / CR 26 9 : 3750	2608000023	20.00
00-2-2802	BEATRICE STATE HOME	NEBRASKA HEALTH AND HUMAN SERVI...	12068 / 156231 June 2026	2608000026	90.00
00-2-4411	AREA AGENCY ON AGING	WEST CENTRAL NE AGING AGENCY	Perkins Co / 321	2608000034	2,459.73
00-2-4428	LAW LIBRARY	RELX INC.DBA LEXISNEXIS	422Q2N3B7 / 3096584152	2608000030	313.00
00-2-8300	PROBATION SERVICES COST/DCD	LINCOLN COUNTY CLERK	Perkins Co / FY 2026-2027	2608000025	3,209.89
00-4-0200	EQUIPMENT RENTAL - XEROX COPIER	HOMETOWN LEASING	0032800484 / #22	2608000022	217.02
970 - MISCELLANEOUS Total					19,821.45
100 - GENERAL Total					29,998.20

200 - ROADS

Account	Description	Vendor	Invoice Description	Claim #	Amount
705 - ROAD DISTRICT #1					
00-2-0200	TELEPHONE SERVICES	AT&T MOBILITY	64576966 / 287353045006X06282026	2608000035	169.24
00-2-0200	TELEPHONE SERVICES	CONSOLIDATED TELCOM,INC	326-4341 / 08/01/2026 - 08/31/2026	2608000038	120.77
00-2-0200	TELEPHONE SERVICES	VISTABEAM	Perkins Co Roads / 07/17/2026 - 08/16/20	2608000043	71.95
00-2-0501	LIGHTS	N P P D	Perkins County / 07/13/2026 Billings	2608000039	311.57
00-2-1400	ROAD EQUIPMENT REPAIR	BIG SPRINGS EQUIPMENT, INC	Perkins Co Roads / 1122657	2608000036	246.64
00-2-2563	HAULING MATERIALS / SUPPLIES - BY OTHERS	RD BRUEGGEMAN TRUCKING	Perkins Co Roads / 215	2608000041	11,145.00
00-3-0126	ROAD SUPPLIES	POTTS WELDING AND FABRICATION SE...	Perkins Co Roads / 1453	2608000040	697.89

Perkins County

Created 7/31/2026 11:12 AM

200 - ROADS

Account	Description	Vendor	Invoice Description	Claim #	Amount
705 - ROAD DISTRICT #1					
00-5-0300	MACHINERY & EQUIPMENT	SANDHILLS STATE BANK	18438 / August 2026, 18482 / August 2026	2608000042	10,643.08
00-6-0200	Interest Payments	BOKF, NA	Perkins Co, NE / PERKINSCOP26	2608000037	6,893.61
705 - ROAD DISTRICT #1 Total					30,299.75
200 - ROADS Total					30,299.75

1000 - FAIR

Account	Description	Vendor	Invoice Description	Claim #	Amount
855 - FAIR					
00-2-0501	ELECTRICITY	CITY OF GRANT	1047200000 / 80799	2608000054	2,335.59
00-2-0503	HEATING FUEL	BLACK HILLS GAS DISTRIBUTION,LLC	4263002665 / 07/08/2026	2608000048	266.40
00-2-1200	MAINTENANCE AND REPAIRS	LEIBBRANDT LUMBER, INC DBA	152210 / 07/20/2026	2608000057	2,543.89
00-2-1702	LODGING	BEST WESTERN PLUS OGALLALA INN	00010094 / 000129	2608000046	2,035.05
00-2-3700	COUNTY FAIRS EXPENSES	AMBER WILLARD	Perkins Co Fair / 07/14/2026	2608000044	134.40
00-2-3700	COUNTY FAIRS EXPENSES	BECKY SPADY	Perkins Co Fair / 07/08/2026, Perkins Co...	2608000045	201.50
00-2-3700	COUNTY FAIRS EXPENSES	BETTY ARMSTRONG	Perkins Co Fair / 07/13/2026	2608000047	108.00
00-2-3700	COUNTY FAIRS EXPENSES	BRIANA BARGER	Perkins Co Fair / 07/11/2026	2608000049	173.25
00-2-3700	COUNTY FAIRS EXPENSES	BRYCE ROBERTS	Perkins Co Fair / 7/15/2026, Perkins Co ...	2608000050	709.72
00-2-3700	COUNTY FAIRS EXPENSES	CALLA GILLEN	Perkins Co Fair / 07/13/2026	2608000051	305.05
00-2-3700	COUNTY FAIRS EXPENSES	CHARLENE FICHTNER	Perkins Co Fair / 07/07/2026	2608000052	140.70
00-2-3700	COUNTY FAIRS EXPENSES	CHRISTY SHEETS	Perkins Co Fair / 07/13/2026	2608000053	90.60
00-2-3700	COUNTY FAIRS EXPENSES	DUSTIN LADENBURGER	Perkins Co Fair / 07/13/2026	2608000055	114.25
00-2-3700	COUNTY FAIRS EXPENSES	JEAN TOBIASSON	Perkins Co Fair / 07/13/2026	2608000056	148.30
00-2-3700	COUNTY FAIRS EXPENSES	MC DERMOTT AUCTION SERVICE LLC	Perkins Co Fair / 45	2608000058	400.00
00-2-3700	COUNTY FAIRS EXPENSES	MITZI DILTZ	Perkins Co Fair / 07/08/2026, Perkins Co...	2608000059	242.90
00-2-3700	COUNTY FAIRS EXPENSES	PINNACLE BANK	Perkins Co Fair / 07/20/2026	2608000060	2,685.50
00-2-3700	COUNTY FAIRS EXPENSES	TAWNY RUETER	Perkins Co Fair / 07/14/2026	2608000061	197.50
00-2-3700	COUNTY FAIRS EXPENSES	TRACY MORRIS	Perkins Co Fair / 07/2026	2608000062	412.85
00-2-9100	ENTERTAINMENT EXPENSES	MC DERMOTT AUCTION SERVICE LLC	Perkins Co Fair / 45	2608000058	400.00
855 - FAIR Total					13,645.45

1000 - FAIR

Account	Description	Vendor	Invoice Description	Claim #	Amount
1000 - FAIR Total					13,645.45

2500 - PUBLIC TRANSIT

Account	Description	Vendor	Invoice Description	Claim #	Amount
835 - PUBLIC TRANSIT					
00-2-0501	ELECTRICITY	CITY OF GRANT	1047700000 / 80802	2608000063	21.03
00-2-1701	MEALS - BUS DRIVER	PERKINS CO SENIOR CENTER	Perkins Co Transit / July	2608000064	132.00
00-4-0500	OFFICE SPACE RENTAL	PERKINS CO SENIOR CENTER	Perkins Co Transit / July	2608000064	500.00
835 - PUBLIC TRANSIT Total					653.03
2500 - PUBLIC TRANSIT Total					653.03

2910 - E-911 SERVICES

Account	Description	Vendor	Invoice Description	Claim #	Amount
697 - E-911 SERVICES FUND					
00-2-0200	TELEPHONE	CENTURY LINK	90582295 / 792510506, 91174819 / 7926...	2608000065	1,089.53
00-2-0200	TELEPHONE	ELSIE COMMUNICATIONS, INC	1492FA1518 / E1492_1518_2607	2608000066	192.84
697 - E-911 SERVICES FUND Total					1,282.37
2910 - E-911 SERVICES Total					1,282.37

5502 - AMBULANCE

Account	Description	Vendor	Invoice Description	Claim #	Amount
691 - AMBULANCE					
00-2-2502	PROFESSIONAL SERVICES-BILLING	ONE BILLING SOLUTIONS, LLC	Perkins Co Ambulance / INV284310, Pe...	2608000068	2,838.89
00-3-0105	MEDICAL/HOSPITAL SUPPLIES	BUCKEYE WELDING SUPPLY CO INC	5359 / 0001561498-00	2608000067	142.60
691 - AMBULANCE Total					2,981.49

5502 - AMBULANCE

Account	Description	Vendor	Invoice Description	Claim #	Amount
			5502 - AMBULANCE Total		2,981.49

5506 - TRANSFER AMBULANCE

Account	Description	Vendor	Invoice Description	Claim #	Amount
691 - TRANSFER AMBULANCE					
00-2-2502	PROFESSIONAL SERVICES-BILLING	ONE BILLING SOLUTIONS, LLC	Perkins Co Ambulance / INV266864, Pe...	2608000070	4,411.19
00-2-2547	TOWEL / CLEANING AGREEMENTS	RICK OCHSNER	Perkins Co Amb / July 2026	2608000072	62.50
00-3-0101	SUPPLIES--OFFICE	DEAVER COMPUTER SERVICE 1,LLC	Perkins Co Amb / 39335	2608000069	64.99
00-3-0105	MEDICAL SUPPLIES	PERKINS CO HEALTH SERVICES	Perkins Co Amb / 2185, 5170, 5171, 5174	2608000071	592.31
			691 - TRANSFER AMBULANCE Total		5,130.99
			5506 - TRANSFER AMBULANCE Total		5,130.99
			Grand Total		83,991.28

THE STATE of NEBRASKA

DISTRICT 11 PROBATION OFFICE



NORTH PLATTE OFFICE
110 EAST 3RD STREET
NORTH PLATTE, NE 69101
(308) 534-4350 (Ext. 4290)
FAX (308) 535-3526



LEXINGTON OFFICE
700 NORTH WASHINGTON
LEXINGTON, NE 68850
(308) 324-5615
FAX (308) 324-5616

LONNIE FOLCHERT
CHIEF PROBATION OFFICER

Serving the 11th Judicial District



McCOOK OFFICE
502 NORRIS AVENUE
McCOOK, NE 69001
(308) 345-4070
FAX (308) 345-2015



OGALLALA OFFICE
511 NORTH SPRUCE #201
OGALLALA, NE 69153
(308) 284-2081
FAX (308) 284-2082

July 21, 2026

County Commissioners and
County Clerk's

**Re: Old Budget, July 1, 2025
Through June 30, 2026
New Budget, July 1, 2026
Through June 30, 2027**

Dear Sir or Madam:

Please find enclosed an itemized listing of our budget for the new fiscal year of 2026-2027. I did enclose your proportionate share of the budget for 2025-2026.

I have projected the budget for 2026-2027 to be \$132,500.00. This is a \$2,500 reduction of last year's projected budget. As you read the enclosed report regarding the status of probation, you will see we have been busy in the District and hope the report is self-explainable. You will notice our workload continues to be steady. It may be positive thinking, but I keep hoping there may come a time when the workload would subside. However, that does not seem to happen.

I would like to thank you and the Commissioners for your continued support. I know you and the Commissioners have to read many reports. However, I urge you and the Commissioners to read the enclosed report as it does explain the present status of our workload.

Sincerely,



Lonnie Folchert
Chief Probation Officer
District #11 Probation Office

LF/pm
Enc.

THE STATE of NEBRASKA

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TO: County Commissioners and County Clerks

FROM: Lonnie Folchert
Chief Probation Officer
District #11 Probation Office

DATE: July 21, 2026

Payment of Budget - July 1, 2025 through June 30, 2026

I am sending you a copy of the 2025-2026 budget with an explanation. I am also asking you to **submit a check to Lincoln County Clerk** for your County share of last year's budget.

Also attached is a detailed explanation of the county-by-county breakdown of the budget. District 11 Probation covers the same areas as the Eleventh Judicial District which includes the following counties:

- | | |
|----------------------------------|------------------------------|
| 1. Arthur | 10. Hooker |
| 2. Lincoln (Main office) | 11. McPherson |
| 3. Dawson (Satellite office) | 12. Keith (Satellite office) |
| 4. Logan | 13. Thomas |
| 5. Red Willow (Satellite office) | 14. Frontier |
| 6. Furnas | 15. Dundy |
| 7. Chase | 16. Gosper |
| 8. Hitchcock | 17. Hayes |
| 9. Perkins | |

As in the past, all the counties will be prorated this year from the combined budget.

District Eleven Probation 2025-2026 Budget Distribution and 2025 - 2026 Budget Report

Budget Distribution to Counties of District Eleven Probation Office 2025-2026 Budget Year:

The Budget Distribution portion of this report will show the distribution of the old budget, and the Budget Report will show the budget for the upcoming year. This year, we will be working with the 2020 census. The following will allow you to make a projection of not only the county that you represent, but all the counties in the District Eleven Probation area. These are the actual monies that were spent during the 2025-2026 Budget Year

County	2020 Census	% Each County Should Pay Based on 100%	Amount Each County Should Pay Based on Original Cost
			\$112,948.25
Arthur	465	0.46%	\$520.25
Chase	3,898	3.86%	\$4,361.16
Dawson	23,297	23.08%	\$26,065.15
Dundy	1,551	1.54%	\$1,735.29
Frontier	2,681	2.66%	\$2,999.56
Furnas	4,626	4.58%	\$5,175.66
Gosper	1,978	1.96%	\$2,213.03
Hayes	932	0.92%	\$1,042.74
Hitchcock	2,684	2.66%	\$3,002.91
Hooker	694	0.69%	\$776.46
Keith	8,096	8.02%	\$9,057.97
Lincoln	34,446	34.12%	\$38,538.88
Logan	734	0.73%	\$821.21
McPherson	502	0.50%	\$561.65
Perkins	2,869	2.84%	\$3,209.89
Red Willow	10,762	10.66%	\$12,040.74
Thomas	738	0.73%	\$825.69
Totals	100,953		\$112,948.25

CLAIM OF:

VENDOR NUMBER

\$3,209.89

FUNCTION NUMBER 673

NAME: PERKINS COUNTY
PO BOX 222
GRANT NE 69140

July 1, 2026 – Prorated share of the total expense operating the District 11
Probation Office July 1, 2025 to June 30, 2026, **\$3,209.89**

Total Claim

\$3,209.89

Please make checks payable to LINCOLN COUNTY CLERK.

STATE OF NEBRASKA, LINCOLN COUNTY, SS

**I, the undersigned say that the above account is just and correct,
After deducting all credits, and that the claim is unpaid.**

Claimant



Budget Categories	Monies Budgeted	Actual Expense By Dist. 11	Over/ Under Budget	Proposed Budget 2026-2027
Custodial Salary	\$ -	\$ -	\$ -	\$ -
Postal Service	\$ 6,500.00	\$ 8,462.99	\$ 1,962.99	\$ 9,500.00
Telephone Service	\$ 15,000.00	\$ 21,100.30	\$ 6,100.30	\$ 20,000.00
Office Equipment Repair	\$ 18,000.00	\$ 11,839.00	\$ (6,161.00)	\$ 12,000.00
Other Equipment Repair	\$ -	\$ -	\$ -	\$ -
Travel Expense - Commercial		\$ -	\$ -	\$ -
Meals	\$ -	\$ -	\$ -	\$ -
Lodging	\$ -	\$ -	\$ -	\$ -
Mileage Allowance		\$ -	\$ -	\$ -
Dues, Subscriptions, Registrations	\$ 1,500.00	\$ 1,300.12	\$ (199.88)	\$ 1,500.00
Printing & Publishing	\$ 3,000.00	\$ 1,384.47	\$ (1,615.53)	\$ 2,500.00
Court Costs	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 15,000.00	\$ 27,553.58	\$ 12,553.58	\$ 20,000.00
Janitorial Supplies	\$ -	\$ -	\$ -	\$ -
Stationery/Envelopes	\$ -	\$ -	\$ -	\$ -
Supplies - Data Processing	\$ 12,000.00	\$ 8,280.48	\$ (3,719.52)	\$ 10,000.00
Equipment Rental	\$ 12,000.00	\$ 12,246.47	\$ 246.47	\$ 12,000.00
Data Processing Equipment	\$ 25,000.00	\$ 19,209.45	\$ (5,790.55)	\$ 25,000.00
Office Equipment Repair	\$ 10,000.00	\$ -	\$ (10,000.00)	\$ 8,000.00
Furniture	\$ 4,500.00	\$ 1,571.39	\$ (2,928.61)	\$ 3,500.00
Data Processing Software	\$ -	\$ -	\$ -	\$ -
Lease Purchase Agreement	\$ 12,500.00	\$ -	\$ (12,500.00)	\$ 8,500.00
Totals	\$ 135,000.00	\$ 112,948.25	\$ (22,051.75)	\$ 132,500.00

**District Eleven Probation
General Statement**

It is important that several items be communicated with you regarding this budget report. The items discussed in this General Statement are not intended to only justify and document budget requests, but also to provide a picture of the changes and challenges in probation as we look to the future and try to project our needs.

District 11 Probation continues to evaluate programs, train staff, and provide an effective service to the Court, communities, and citizens in our district. Some of the changes over the last year include:

1. District 11 staff continue to provide programs and supervision to meet the needs of probationers.
2. District 11 Reporting Centers in North Platte and Lexington continue to utilize contracts with providers for additional programs at the Reporting Centers high-risk adult offenders.
3. Juvenile and Adult Probation within our state and district have dropped the last year. We continue to look for new services for juveniles and adults within our district and evaluate current services.
4. District 11 Treatment Court in North Platte and Lexington have maintained a steady number of participants in both locations.

The current caseload for District 11 Probation Office is 804 for adult probationers; 163 for juvenile probationers; and 29 probationers on Drug Court under supervision in our district.

District 11 Probation Office has always taken a proactive position to meet the challenges and needs of the Adult and Juvenile Criminal Justice System. We continue to upgrade our computer network to keep up with the changes in technology. It is my goal to budget in a conservative manner, while maintaining office equipment and supplies that will enhance professionalism and contribute to the completion of a professional job. I believe I have been able to put together a budget that is realistic and will accomplish our goals for the year. I feel the budget amount will meet our needs at this time. I would like to thank you for your continued support.

**District Eleven Probation
2026-2027 Budget Request**

Budget Category:

Monies Requested:

1-0406 Part-time salary/custodial Not Utilized

2-0100 Postal Services \$ 9,500.00

We have four offices and two Reporting Centers that we send materials between. We also send numerous mailings when conducting Presentence/Predispositional Investigations for the Courts. We continue to utilize electronic reporting (Offender Link) to supervise our low-risk offenders. This program generates a lot of mailings in which this money will be used. We have started to utilize email and scanning more and more. This item will increase \$3,000.

2-0200 Telephone Services \$ 20,000.00

Phone and cell services are a vital part in communicating with probationers via text message, reminders and video contact. This item will increase \$5,000.

2-1200 Office Equipment Repair \$ 12,000.00

There are a number of service agreements that are maintained by using this budget category. This line item is also used to maintain the computer system in six offices. This item is reduced to \$6,000.

2-1600 Other Equipment Repair Not Utilized

2-1701 Meals Not Utilized

2-1702 Lodging Not Utilized

2-1703 Travel Expense-Commercial Not Utilized

2-1704 Mileage Allowance Not Utilized

2-1801 Dues, Subscriptions, Registrations \$ 1,500.00

District 11 Probation utilizes various journals and publications for the use of computer networks, software, liability issues, and general training. This item will remain the same.

2-2000 Printing and Publishing \$ 2,500.00

Without the use of computers and copiers/printers, this portion of the budget would be considerably higher. We will continue to purchase stationary, envelopes, business cards, etc. out of this line item. This item is reduced \$500

2-2601 Court Costs Not Utilized

3-0101 Office Supplies \$ 20,000.00

We work very hard to spend wisely in this area. This item will increase \$5,000

3-0118 Stationary/Envelopes Not Utilized

3-0128 Supplies/Data Processing \$ 10,000.00

This category of the budget is used to support our data processing, laser printers, copiers, and six computer networks. This item will be reduced \$2,000.

4-0200 Rental Equipment/Office \$ 12,000.00

These monies are primary used for service and rental agreements. We have agreements with various venders and paid agreements for copiers and printers. This money is also used as the need arises to rent needed equipment for various projects. This item will remain the same.

5-0315 Data Processing Equipment \$ 25,000.00

This has become a very important category of the budget as this enables us to purchase equipment that allows six computer networks to function. We work hard to keep our computer systems up to date. This item will remain the same.

5-0500 Office Equipment \$ 8,000.00

This line item is primarily used for replacement of copiers within our district. This item is reduced by \$2,000.

5-0700	Furniture	\$ 3,500.00
5-1309	Data Processing Software	Not Utilized
5-1311	Lease/Purchase Agreements	\$ 8,500.00

We continue to lease the reader/printer for the Reporting Center in North Platte that we lease. This item will be reduced \$4,000.

Total: \$ 132,500.00

Conclusion:

This year projected budget is \$132,500.00, reduced by \$2,500.00. I have made adjustments and looked at projected budget for 2026-2027. I have tried to streamline items in the budget, looked at the numbers and our needs. I feel this is a good assessment of the overall needs of the district. We have been operating a full staff at the Reporting Center and our drug testing services have been expanded to our Ogallala and McCook offices. Please take the above explanation into consideration in passage of the 2026-2027 budget. We will continue to handle these monies in a discrete and conscience manner. I would like to thank you for your continued support and will be available to answer any questions you might have concerning the proposed budget.

Respectfully submitted,



Lonnie Folchert
Chief Probation Officer



RECEIVED
JUL 30 2026
PERKINS COUNTY CLERK
GRANT, NE 69140

Dear County Official,

County governments are essential to our nation's economic vitality and the delivery of critical community services. To better understand the opportunities and challenges counties face, the National Association of Counties (NACo) has partnered with The Pennsylvania State University to conduct a national survey of county governments.

The survey will document the services and economic development activities counties are undertaking across the country, providing policymakers, researchers and the public with a clearer picture of the vital role county governments play. Results will be shared with NACo, published in academic journals and communicated to the media and policymakers. All findings will be fully anonymized, with no information attributable to any individual county.

Over 40 percent of all counties responded to a similar survey in 2018. Comparing survey responses over time will allow us to document how county governments have changed and highlight emerging trends.

We are mailing this survey to you in the hope that you will coordinate your county's response. It is designed so that an administrative official can complete most of it with little input from others. **Please return the completed survey as soon as possible.** The strength of our findings depends on broad participation, and we hope you will take the time to contribute to this important effort.

For questions about NACo, please contact NACo's Chief Research Officer Abby Davidson at adavidson@naco.org. For questions about the survey, please contact survey director Dr. Paige Kelly at USCounties@psu.edu.

Sincerely,

Matthew D. Chase
Executive Director
National Association of Counties



**DANA F. COLE
& COMPANY^{LLP}**
CERTIFIED PUBLIC ACCOUNTANTS

503 WEST 3RD STREET
GRAND ISLAND, NEBRASKA 68801
T: 308.382.3400 F: 308.382.6836

DANACOLE.COM

July 29, 2025

To the Board of Commissioners
Perkins County, Nebraska
200 Lincoln Avenue
P.O. Box 156
Grant, NE 69140

We are pleased to confirm our understanding of the services we are to provide Perkins County, Nebraska, for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Perkins County, Nebraska, as of and for the year ended June 30, 2025.

We have also been engaged to report on supplementary information that accompanies Perkins County, Nebraska's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Nonmajor Governmental Funds - Combining Schedule of Receipts, Disbursements, and Changes in Fund Balances - Modified Cash Basis.
2. Agency Funds - Schedule of Receipts, Disbursements, and Changes in Fund Balances - Modified Cash Basis.
3. Budgetary Comparison Schedules.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Perkins County, Nebraska, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper revenue recognition.
2. Management override of controls.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Perkins County, Nebraska's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the

preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the modified cash basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP, (2) informative disclosures similar to those required by GAAP, and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are

responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report. With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Dana F. Cole & Company, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Dana F. Cole & Company, LLP, is not involved, you agree to clearly indicate in the exempt offering document that Dana F. Cole & Company, LLP, is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements of Perkins County, Nebraska, in conformity with the modified cash basis of accounting on information provided by you. We will prepare a trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the Perkins County, Nebraska's general ledger into a working trial balance. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

As an attest client, Dana F. Cole & Company, LLP, cannot store your documents, data, or records on your behalf because doing so will impair Dana F. Cole & Company, LLP's independence. This is in accordance with the "Hosting Services" interpretation at ET 1.295.143 of the AICPA Code of Professional Conduct. Perkins County, Nebraska, is solely responsible for maintaining its own data and records.

We will provide copies of our reports to Perkins County, Nebraska; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dana F. Cole & Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Nebraska Auditor of Public Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dana F. Cole & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Nebraska Auditor of Public Accounts. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert C. Beran is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Dana F. Cole & Company, LLP's independence is not impaired under the *AICPA Code of Professional Conduct*, you

agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. We expect to begin our audit on approximately July 16, 2025. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates for the individuals involved. We estimate that our fees for these services will not exceed \$27,200 for the financial statement audit. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be \$850. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Bills will be rendered as the work progresses with payment to be made upon presentation. Interest will be charged at the rate of 1% per month on balances in excess of 60 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary.

Reporting

We will issue a written report upon completion of our audit of Perkins County, Nebraska's financial statements. Our report will be addressed to the Board of Commissioners of Perkins County, Nebraska. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and

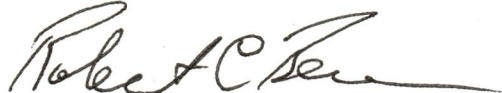
Perkins County, Nebraska
July 29, 2025
Page eight

other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Perkins County, Nebraska, is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Upon request, we will furnish you with a copy of our most recent external peer review report, or it can be found at <https://peerreview.aicpa.org> if desired.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original and return it to us. The copy enclosed is for your records.

Yours truly,



ROBERT C. BERAN
For the Firm

e-mail: beran@danacole.com

RCB:rh

Enclosures

RESPONSE:

This letter correctly sets forth the understanding of Perkins County, Nebraska.

By: _____

Title: _____

Executive Director: Elizabeth Dyches

Perkins County Commissioners
Attn: County Clerk, James Brueggeman

July 20, 2026

Greetings Friends of CASA,

Please find enclosed an updated **Agreement/Memorandum of Understanding between Perkins County and Trails West CASA, Inc. Program for 2026-2027.**

In the 7/1/2025-6/30/2026 fiscal year, out of the 44 children served through the juvenile court system, an estimated 4.5% were served through Perkins County Court. Trails West CASA served 8 children that resided in Perkins County. The children ranged from 0 to 17 years of age.

CASA advocates visit with their assigned CASA children a minimum of one time per month. Our volunteers drive throughout the State of Nebraska to visit with their CASA children. Some CASA children are placed as far as Scottsbluff, Omaha, Lincoln, Nebraska, and Wyoming.

CASA continues to offer Circle of Security Parenting Training to families in Garden, Keith, Arthur, and Perkins Counties. Circle of Security is a program based on five decades of research about how security is supported and not supported in attachment in children. This program encourages parents to reflect on interpreting behavior as a signal from the child, and it empowers caregivers to see the Circle of Security hidden in plain sight.

CASA offered Parents Interacting with Infants an evidence-based set of practices established on beliefs about families, children, and helping build relationships with their children, and the Habitudes program which allows youth to build social connections, develop life skills and gain leadership skills and advocate for system changes. This curriculum provides youth the opportunity to focus on growing leaders and teaches them to identify self-awareness, impulse control, empathy, teamwork, and responsible decision-making. These are just some of the social-emotional skills inspired through this curriculum that can help students succeed in and out of school.

CASA continues to offer the following additional services to families in Garden, Keith, Perkins, and Arthur Counties.

- A coaching component to at-risk families (that may/may not have an open juvenile case with DHHS) by connecting them to local supports, resources, and training opportunities. This is a collaboration through Families 1st Partnership.

CASA continues to assist families in need with securing Boys Town Common Sense Parenting and Fatherhood Fire Training, seasonal and school clothing, diapers, food, bus passes, household items, paying for school tuition, sport group fees, air conditioning units, beds, furniture, and securing other basic life needs. This support is prompted by the Department of Health and Human Services or other local programs when their programs are unable to provide these services for these families.

CASA will continue to collaborate with the Department of Health and Human Services, the legal system, and other human service entities to improve outcomes and secure permanency for these children. These efforts include attending team meetings, court hearings, and 1184 meetings.



Member of the National CASA Association



<https://www.trailswestcasa.org/>

Enclosures

CASA assisted with several *Through the Eyes Team meetings and UPSTREAM Planning Committee meetings led by the Honorable Judge Joel B. Jay*. These efforts guided Keith/Arthur/Perkins County community members to identify court resources, judicial leadership, child welfare, juvenile justice, mental health, and other collective partnerships to enhance community collaboration. On June 4th and 5th our Keith/Arthur/Perkins County communities identified three action plans that they will be working to support. Attached are copies of the goals identified. A final report of these meeting will be provided by the State Court Improvement Project in the near future.

CASA hosted a stop for the Pony Express Eagle Riders Across Nebraska to support children's mental health awareness. CASA collected support letters from children and adults that were presented at the State Capitol for State leaders to review and consider to promote additional mental health services to children in rural Nebraska.

CASA held its annual Christmas Party honoring all current and previous CASAs. Families were invited to a dinner for their entire family, while children met and took pictures with Santa, participated in festive crafts, and hung out with other children. The parents had the opportunity to pick out a minimum of 3 gifts per child and were provided the wrapping paper to wrap the chosen gifts back at home so that the gifts were given directly from the parents to the children. The families were provided a Safeway gift card to purchase a Christmas dinner to be enjoyed on their own time. Some of the comments provided after the celebration were "Thank you so much, this really helped our family." "Our Christmas will be okay now." CASA served a total of 114 current/past CASA children and their families at this annual Christmas Party and mailed gifts to 19 CASA kids that were unable to attend in person.

CASA offered a community give-back during Perkins County's Christmas Open House hosted at the Senior Center, and provided support to families with diapers, children's books, gloves, earmuffs, snacks, and a drawing for a brand-new small kitchen appliance.

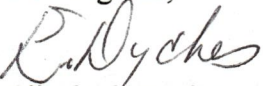
TWC has 12 active volunteer advocates. Two volunteers continue to assist with transporting the necessary donated items to the children and families requesting assistance. One volunteer continues to be committed to ensuring the CASA House/Bonding and Restorative Center is sanitized and ready for use by families.

We "*thank you*" for your continued trust and support in the Trails West CASA program that allows us to best serve the children experiencing the juvenile court system and to assist with preserving a voice for the next generation.

TWC respectfully requests your continued support for the 2026-2027 fiscal year for **\$6,500** to help preserve a voice for the next generation of constituents in **Perkins County, Nebraska**.

TWC continues to pledge to maintain an open, constructive, and effective communication with you, the **Perkins County** court staff, and all the entities serving the children and families involved in the courts in your jurisdiction.

Best regards,



Elizabeth Dyches
Executive Director



Member of the National CASA Association



<https://www.trailswestcasa.org/>

Enclosures

Trails West CASA Contract with Perkins COUNTY 2026-2027

THIS CONTRACT is made by and between **Perkins County**, Nebraska, herein referred to as the COUNTY, and **Trails West CASA, Inc.** (member of the Nebraska CASA Association, the National CASA Association, the Nebraska Community Foundation, Communities for Kids, and the Non-Profit Association of the Midlands) - hereinafter referred to as CASA.

Perkins COUNTY agrees to contract for services from the CASA program for a period of one year commencing on July 1, 2026, and terminating at the close of the business year on June 30, 2027, subject to the following terms and conditions:

I.

CASA agrees to develop, implement, expand, and maintain the **Perkins County Trails West CASA Court Appointed Special Advocates (CASA) Program**. CASA will provide sessions for recruiting and training CASA volunteers. Further, CASA will provide adequate ongoing training for staff, volunteers, and board development. CASA is trained in the Circle of Security Early Intervention Program for Parents and Children, which is an evidence-based training, and will continue to provide this training in **Perkins County**. CASA staff are trained in the Parents Interacting with Infants focus, which is an evidence-based set of practices based on beliefs about families, children, and helping relationships. CASAs will continue to be trained in trauma-focused orientations and will maintain continuing education units with the most up-to-date, evidence-based practices that shall equal or exceed the National CASA Standards.

CASA will continue to provide support to the **11.2 District Judge, the Honorable Judge Joel B. Jay** to coordinate quarterly Through the Eyes of the Child Team Meetings that bring together local professionals who work with children and families to improve system processes.

CASA is offering the Habitudes courses to **Perkins County**. The Habitudes courses are for all at-risk, diversion, and unconnected youth.

CASA further agrees to comply with all regulations and guidelines set forth by the National and Nebraska CASA Association as contained in program models, i.e., The CASA/GAL Volunteer Role/Child Welfare System, The Well-being of a Child/Child Abuse and Neglect, Trauma Informed Practice, Resilience and Communication Skills, Mental Health and Poverty, Professional Communication, Substance Abuse, Cultural Competence, Domestic Violence, Diversity, Equity and Inclusion, Anti-Discrimination, Civil Rights, Educational Advocacy for all Youth, and the most up-to-date evidence-based training topics offered to the programs supporting the youth of our community.

II.

CASA will receive from **Perkins County \$6,500** for said services. CASA shall not be reimbursed for any travel/mileage expense through **Perkins County**. CASA further acknowledges that said contractual relationship is one of an independent contractor and as such the County owes no duty as to insurance, sick leave, vacation leave, or any other benefits associated with County or Court employees or those employees supervised by the State of Nebraska. Any employees of the Trails West CASA, Inc. program shall agree to be bound and governed by the terms and provisions of this contract.

III.

This contract may be terminated and the CASA agrees to reimburse the County reasonable and fair damages for the unexpired term of the contract, for any of the following reasons:

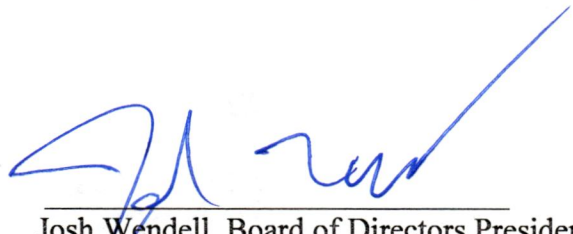
- a) breach of any of the material provisions of the contract,
- b) incompetence,
- c) neglect of duty,
- d) unprofessional conduct,
- e) insubordination,
- f) immorality or
- g) conviction of a felony.

IV.

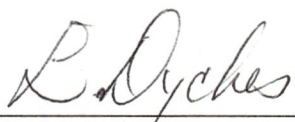
The parties further agree to comply with the National CASA Standards and Recommended Management Values and Statutes governing the CASA/GAL Program hereto and incorporated herein by reference, and to be governed by all applicable Nebraska state and national laws in the performance of their respective duties and obligations under this contract.

IN WITNESS THEREOF, the parties have executed this contract on the ____ day of July, 2026

Darin Robertson
Board Chairperson,
Perkins County Commissioners



Josh Wendell, Board of Directors President
Trails West CASA, Inc.



Elizabeth Dyches, Executive, Director
Trails West CASA, Inc.



Mission

Trails West CASA, Inc. advocates and provides resources for abused, neglected, and at-risk children and their families in Keith, Garden, Arthur, and Perkins counties in Nebraska. We provide a qualified and compassionate court-appointed volunteer advocate to every child who is abused and neglected.

Elizabeth Dyches,
Executive Director

JoAnn Hobbs, Volunteer
Coordinator

Board President-Josh Wendell

Board Chair-Kelley Haythorn

Treasurer-Cheryl Beckius

Past Board President-Sally
Haythorn

Board Member-Rod Ruzanic

Board Member-Pat Welsh

Board Member-Rose Holechek

Board Member-Becky Wheeler

Board Member-Teresa Jenkins

Board Member-Sharleen
Sullivan

Board Member-Bill Boutwell

Board Member Consultant-Rory
Roundtree

LIST OF SERVICES

SPECIAL ADVOCATES

Assign a qualified and compassionate court-appointed volunteer advocate to every child who is abused and neglected and is experiencing the juvenile court system.



CASA HOUSE

A safe and well equipped home/visiting center to support families experiencing difficult times where professionals can support healthy parenting routines.



CIRCLE OF SECURITY PARENTING (COSP)

A parenting attachment focus 8-sessions training to help caregivers/parents/professionals develop specific relationship capacities.



PARENTS INTERACTING W/INFANTS (PIWI)

Parenting Interacting With Infants is an evidence based set of beliefs to increase confidence, competence and positive relationships for parents and children ages 0-2 years.



YOUTH CHAPTER

Habitudes Social Emotional Youth Training is a leadership development program that uses images, stories, and conversations to help young adults (ages 12-26) develop important leadership habits and skills.



COACHING

Work with families (that don't have an open juvenile case with DHHS) by connecting them to local supports, resources, and training opportunities. This is a collaboration through Families 1st Partnership and the Keith County Outreach.

308-284-9858

 TRAILSWESTCASA.ORG

307 West A Street _Physical
511 North Spruce Street Ste 105 Box 4 _Mailing
Ogallala, Nebraska 69153

**COURT IMPROVEMENT
THROUGH
THE EYES OF THE CHILD
COORDINATOR FOR
DISTRICT 11.2 & 12**



CIRCLE OF SECURITY™ PARENTING IN NEBRASKA



CIRCLE OF SECURITY™ PARENTING

An 8-week international parenting program based on decades of research that strengthens parent-child relationships. It helps you respond to your child's needs in ways that build connection and support positive behavior. Circle of Security™-Parenting gives children a stronger sense of security and confidence so they can explore, learn, and grow.



WHO SHOULD ATTEND:



Circle of Security™-Parenting is a parenting class for any parent, grandparent, kinship, adoptive, and long-term foster parents, as well as any professional caring working with children. The program is designed for caregivers with children ages birth up to 12 years of age.

WHERE THE CLASSES ARE HELD:

Circle of Security Parenting has continued to expand its reach across communities throughout Nebraska. There are 346 trained facilitators across 51 counties. Classes are held in-person and on Zoom all across the state.



WHAT LANGUAGES ARE OFFERED:



Aside from English, Nebraska facilitators are able to offer the COSP program in many other languages including: Arabic, Dari, Mandarin Chinese, Karen, Pashto, Spanish, Thai, and Vietnamese.

HOW DOES COSP STAND OUT?

Grounded in decades of attachment research, COSP strengthens the parent-child relationship through a trauma-informed, culturally responsive approach. Using guided reflection, it helps parents consider how their own experiences shape their parenting and provides a clear map of children's emotional needs.



"He's just doing that to get attention."

ACTION PLAN

Problem: Who is a mandatory reporter? What needs to be reported? How do you make a report?

Solution: Education for both youth and adults.

<u>Activities</u> The specific steps your team will take to address the priority area	<u>Timeframe</u>	<u>Responsibility</u> Who will make sure this step gets done?
Educate Children/youth • Use ROAR program for (4-8) – Child Advocate would facilitate • Working to translate to Spanish • K-12 education is already established. Different from ROAR but similar (2 1 hour, or 4 30-minute sessions) Train 4-5 people to provide training across the communit(ies) SCIP does healthy relationship training WISE minds with 8th graders Safe touch and healthy choices for 1st graders – Perkins County Body safe books – Bridge of Hope provides – do have handouts they can provide • Daycares • Schools • Libraries • Doctors office • Little libraries • LaundryMat • Back to School nights • Law Enforcement/First Responders	Make continue to contact with admin/schools during this summer. Training this summer – for facilitators. Perkins county will pilot.	Bridge of Hope Perkins County Schools Gary will be trained this summer At the end of the school year put out a “report” to present to other schools

Action Plan for: **Mandatory Reporting**

• Hope squad or other peer to peer mentor Coaching Boys into Men – could be used for male athletes (gender-based violence) – Not currently in use, could reach out to athletic directors (may be better suited for the THRIVE group) Spread the message on Social Media		
Adult Education – Mandatory Reporting Training Create a “quick think” to place in public spaces • Public restrooms - Gas Stations - Retail Stores • Dressing rooms • Doctors offices • Library • Post office • City/state offices • Churches • Law Enforcement • Schools • Restaurants • YMCA Contains: • First line – EVERYONE IS A MANDATORY REPORTER • QR code – takes users to the main page • Link to reporting website with HHS logo • Brief: - What and when should be reported - How and where to report (use QR code and link) Make sure it is distributed across multiple communities and big events County Fairs	Mid August Ready for school	McKenzie and Lisa will work to put together the “quick think” Girl Scouts could place “quick think” around communities

ACTION PLAN

THRIVE'ish

Problem: intervening at-risk situations with youth to produce good citizens

Solution:

Next meeting: email to go out in 30 days to set this up

Lead: Melissa Edmonds

<u>Activities</u> The specific steps your team will take to address the priority area	<u>Timeframe</u>	<u>Responsibility</u> Who will make sure this step gets done?
Contact the county atty office For Mary and other diversion people: Documentation for youth Documentation for mentors	30 days	Krista will talk to Mary from Diversion
Identify the agency who will 'run' program for Courts THRIVE (training?) Talk to CASA	30 days	Lonnie Lonnie
Court kids – get Probation to present THRIVE program to through the eyes of the child team	30 days	Lonnie will request the presentation (he will touch base with Judge Jay)

Action Plan for: THRIVE'ish

Send out email to this group for check in meeting	30 days	Melissa Edmonds
Community piece -Pre law enforcement involvement kiddos	18-24 months	

Committee members

Sarah White sarahwhite@r2hs.com
Catherine Owen Catherine@scipne.com
Kevin Williams Kevin.wilkens@ogallala-ne.gov
Pam Abbott pabbott527@gmail.com
Penny Hite sphite1991@gmail.com
Lonnie Folchert Lonnie.folchert@nejudicial.gov
Krista Shaul kshaul@keithcountyne.gov
Melissa Edmonds mewert@ymcaofscottsbuffers.org

Who we need to add to group:

Mary in diversion office
County attorney office person chase county,
Karen Baker, dundy county
Someone from the Region?

ACTION PLAN

Problem: Reduce the negative effects of substance use and mental health issues on children/youth/families.

Solution: Increased coordination for local education and provide treatment services for parents and their children.

<u>Activities</u> The specific steps your team will take to address the priority area	<u>Timeframe</u>	<u>Responsibility</u> Who will make sure this step gets done?
Expansion and connection of Pre-natal Plans of Safe Care with hospitals/providers/law enforcement to support pre-natal/post-natal parents Families 1 st Partnership providers fliers to law enforcement, therapists (Kassie Austin), schools, housing, medical – have brochures and scanned email Need to send binder to medical (10)- Susan Martinez	August 1, 2026	Families' 1 st Partnership
Invite Lutheran Family Services to next meeting to share resources	June 30, 2026	Families' 1 st Partnership
Increased therapeutic services by exploring funding sources to enhanced specialized services (Nebraska Children and Families Foundation, UNO Grace Abbott School of Social Work) – CPP/PCIT Family Centered Treatment – keep on the radar for expansion (DHHS)		Shelly McQuillan NCFF/Rooted in Relationships Sami Bradley 308-991-5510; sbradley@nebraskachildren.org Possible funds through Lincoln Co Rooted 8/24 OB Providers meeting with Families 1 st to discuss Plan of Safe Care

Action Plan for: **Substance Use Treatment Action Plan**

Increased coordination with Region II – to enhance utilization of services and increase understanding of types of services available at Region II - including education in the schools (counselors) and housing	August 1, 2026	DHHS Kassie Austin Region II
Case staffings between DHHS and Region II	Dec. 1, 2026	
Presentations in the schools – starting at 2 nd grade		
Increased utilization of lived experience groups – peer support – Identify leaders in the recovery community – share that information to DHHS Oxford House – presentation at TEOC IOP/NA/AA increase services – telehealth option	August 31, 2026	Mindi Schiley
1-5 yr plan - Drug Court/Safe Baby Court implementation		Rory Roundtree Lori Rodriguez Fletcher
5 + year plan - Localized Treatment Services and Center -		Rory Roundtree
Email to set next meeting date	6.8.26	Maddie Lake

Annual Certification Form

Perkins County , hereinafter “Local Public Agency” or “LPA”

Period of Time Covered by Certification
July 1, 2025 to June 30, 2026

This certification is given by LPA pursuant to the requirement of the second paragraph of Neb. Rev. Stat. §39-1307 (as this section was amended by Section 1 of LB98, 2011 Legislative Session), as required by Section 5 of the Federal-Aid Transportation Fund Purchase-Sale Agreement (the Agreement) between the State of Nebraska Department of Transportation (State) and LPA.

LPA has received cash payment funds from the State according to the terms of the Agreement. LPA agreed in Section 5 of the Agreement to restrict LPA’s use of the cash payment funds to certain specified uses. (See the language of Section 5 set out below). Section 6 of the Agreement requires LPA to make this certification annually. Further, the financial information on this form must also be reported in your annual reports to the Board of Public Roads Classifications and Standards.

The undersigned hereby certifies that he or she:

- 1) Has been properly authorized by LPA’s governing body to make this certification on behalf of the LPA.
- 2) Has sufficient information to accurately, fully and fairly make this certification.
- 3) Is familiar with the terms of the Agreement between the LPA and the State, including particularly, the limitations on LPA’s use of the cash payment funds set out in Section 5 of the Agreement.
- 4) Is familiar with LPA’s accounting systems and bank and investment accounts and knows (a) where the cash payment funds have been deposited or invested and (b) how the cash payment funds have been managed and accounted for within LPA’s financial records.
- 5) Is familiar with the details of all projects or activities of LPA for which funds in the cash payment account have been used by LPA.
- 6) Believes, that to the best of his or her knowledge and belief, (1) LPA’s use of the cash payment funds fully and fairly complies with the requirements of Section 5 of the Agreement, and (2) LPA has segregated the cash payment it received from the State and has separately accounted for any STP and HBP portions of the cash payment within its accounting system.

Date

Signature

Printed Name

Title

Fund Type	FY-2025 Carryover (funding amount reported last certification period as unexpended)	FY-2026 Allotment	Total Available Allotment (combination of FY-2025 carryover and new FY-2026 funds)	Allocation Expended (7/1/25 and 6/30/2026)	Remaining Allocation
34750 Highway Street Buyback Program (STP)	\$ 373,881.16	\$ 128,009.95	\$ 501,891.11	\$ 32,175.00	\$469,719.79
Bridge Buyback Program (HBP)	\$ 6,019.66	\$ -	\$ 6,019.66	\$0.00	\$6,019.66
Project Location and Description (Please provide Accurate locations and an explanation of work completed with FFPP Funds)					
Location	Project Description/Work Completed				
Paxton/Elsie Road	Asphaltic Maintenance & Repair				

SECTION 5. Limitations on LPA's Use of Cash Payment. The portion of the cash payment received by LPA from the State for the purchase of **STP funds** shall be used solely for the cost of construction, reconstruction, maintenance, or repair of public highways, streets, roads, or bridges and facilities, appurtenances, and roadway structures deemed necessary in connection therewith. The portion of the cash payment received by LPA from the State for the purchase of **HBP funds** shall be used solely for the construction, reconstruction, improvement, repair or maintenance of LPA public road bridges. The LPA's use of the cash payment for "maintenance," under the prior two sentences, shall be limited to maintenance projects that preserve, restore or correct major roadway or bridge conditions and the cash payment will not be used for LPA's routine maintenance activities.

The phrase "facilities, appurtenances, and roadway structures deemed necessary in connection therewith," as used in the first sentence of this section, includes medians; accessory lanes; steps; handrails; sidewalks, adjoining trails, paths and related structures; drainage facilities such as storm sewers, curb or grate inlets, culverts, ditches, and other drainage structures; guardrails; lighting facilities; driveways; retaining walls and other similar facilities that are necessary or desirable and directly related to the proper design of streets, roads and highways.

LPA shall segregate the cash payment and shall separately account for the STP and HBP portions of any cash payment received from the State within its accounting system. The LPA may accumulate and invest the STP or HBP portions of the cash payment it receives so long as the earnings from such investments are used for the applicable purposes provided in this section. The cash payment funds may be used for any phase of an allowable project. The phases of an allowable project include, but are not limited to: 1) preliminary engineering, 2) right-of-way acquisition, 3) utility relocations, 4) construction, and 5) construction engineering.

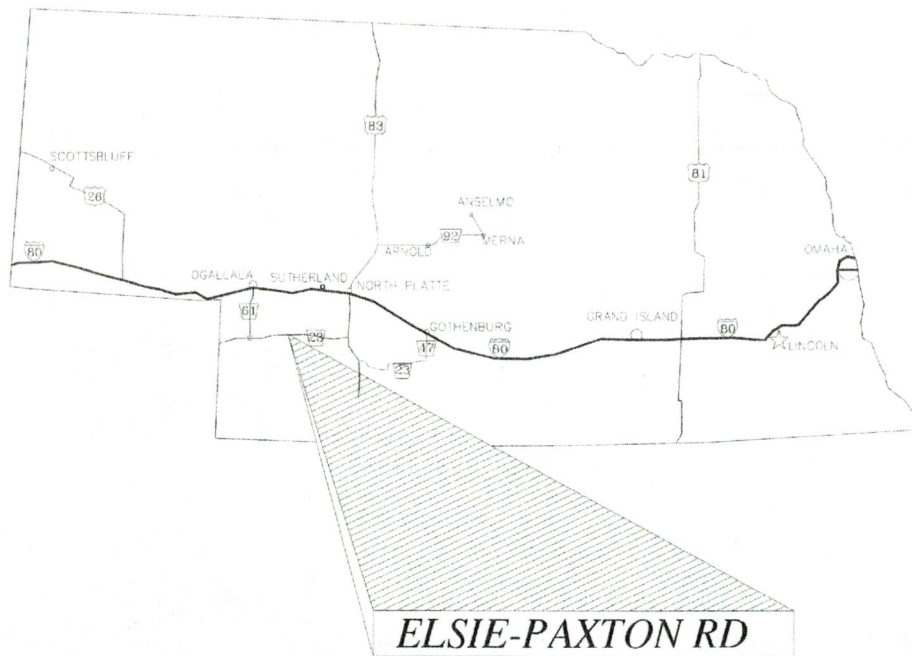
All roads and bridges shall be designed and constructed to meet the minimum standards of the Nebraska Board of Public Roads Classifications and Standards.

COUNTY ROAD 346

PERKINS COUNTY, NEBRASKA

T.C. ENGINEERING INC.
ONE SOUTH SYCAMORE ST.
NORTH PLATTE, NEBRASKA
CA-0198

COUNTY ROAD 346
Perkins County, Nebraska



ELSIE-PAXTON RD

NOTES:

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

LEGEND

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

SHEET INDEX

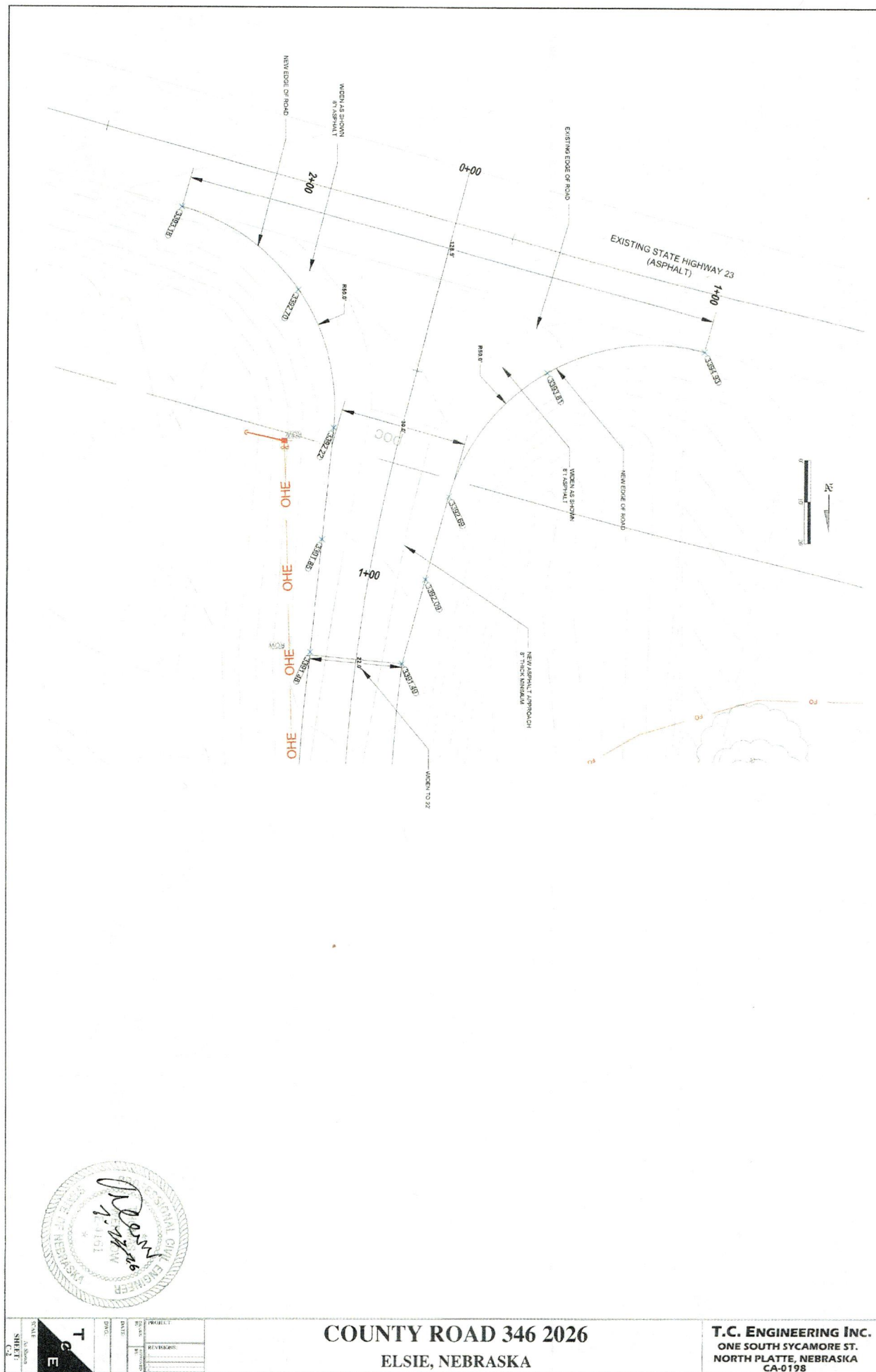
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- C-2. STA 0+00 TO 0+50 HWY 23 INTERSECTION
- C-3. STA 0+00 TO 5+00
- C-4. STA 5+00 TO 10+00
- C-5. STA 10+00 TO 15+00
- C-6. MADRID STREET INTERSECTION
- C-7. CROSS SECTIONS 0+00 - 9+50
- C-8. CROSS SECTIONS 10+00 - 15+50
- C-9. CROSS SECTIONS 20+00 - 25+00



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

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

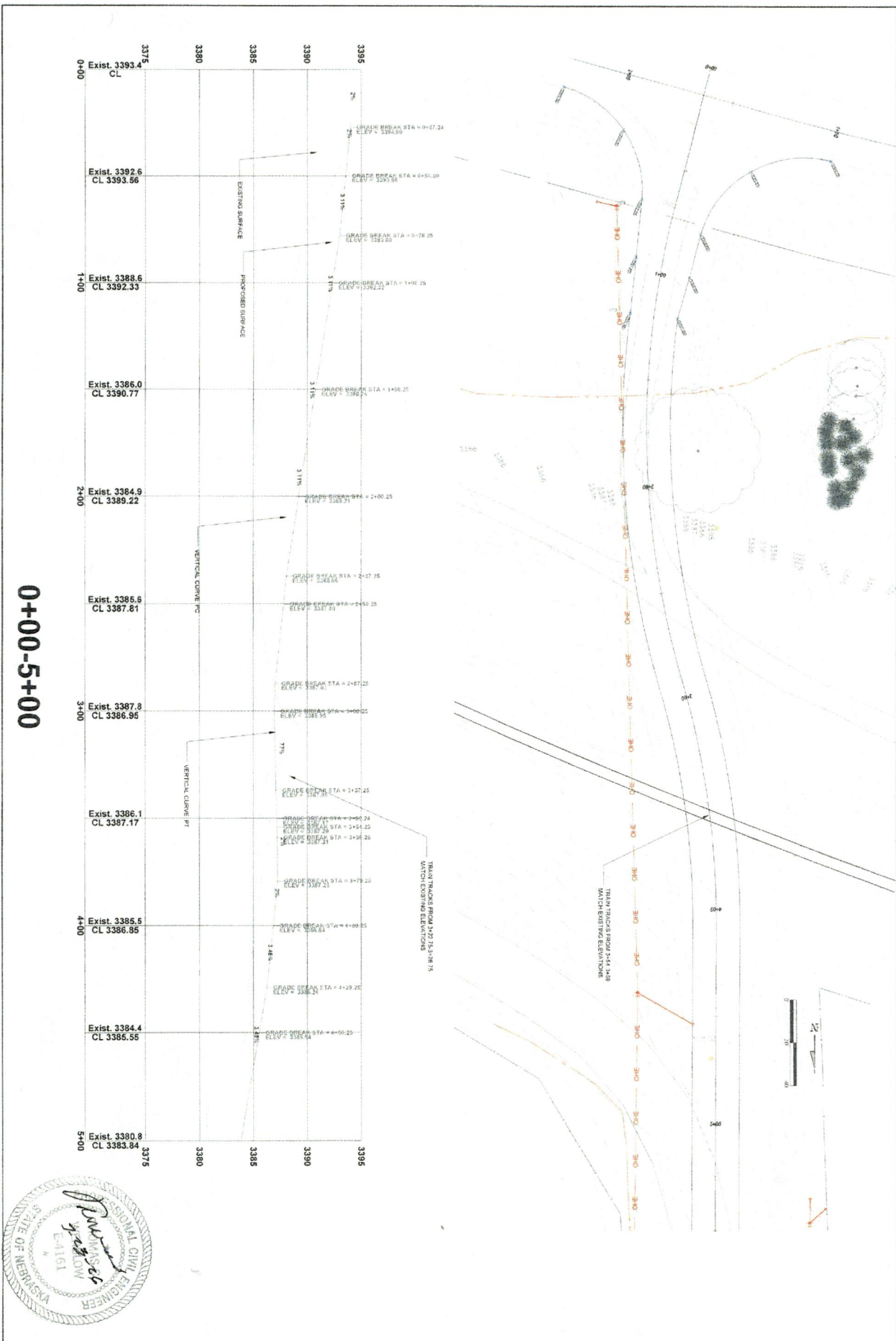
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CHECKED:	TC
SCALE:	AS SHOWN
SHEET:	C-1

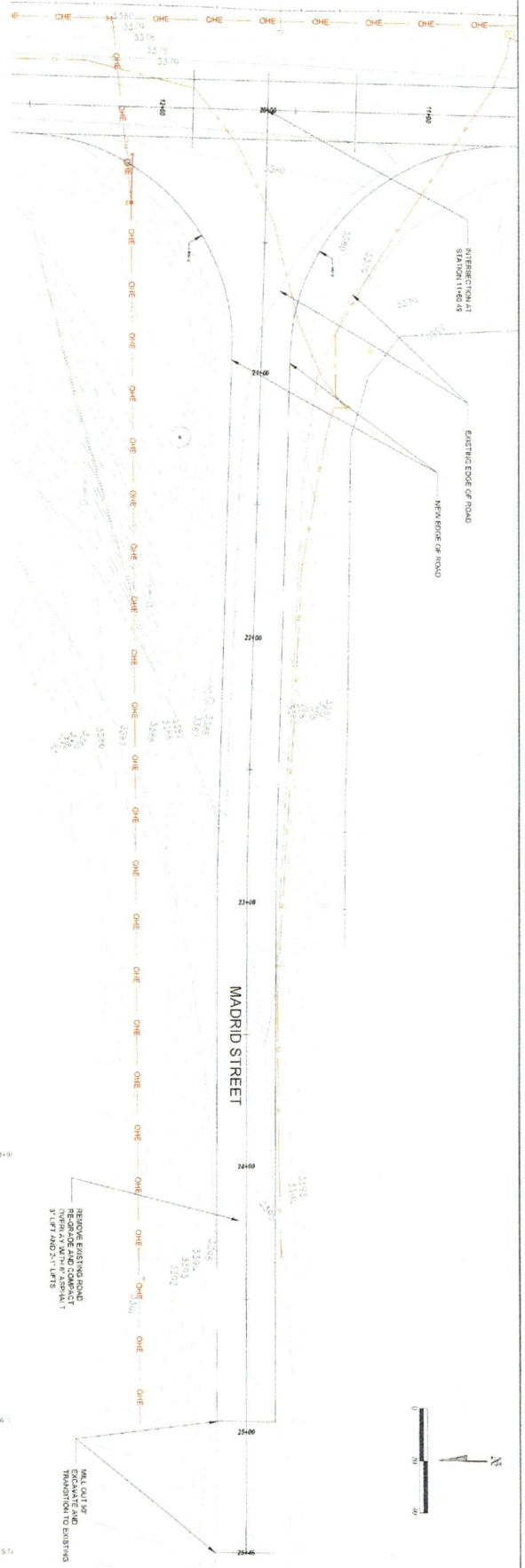


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	DATE	REVISIONS
SHEET	NO.	DATE
	OF	DATE

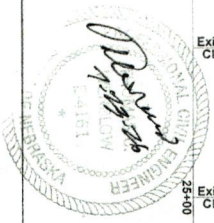
COUNTY ROAD 346 2026
ELSIE, NEBRASKA

T.C. ENGINEERING INC.
 ONE SOUTH SYCAMORE ST.
 NORTH PLATTE, NEBRASKA
 CA-0198





MADRID STREET

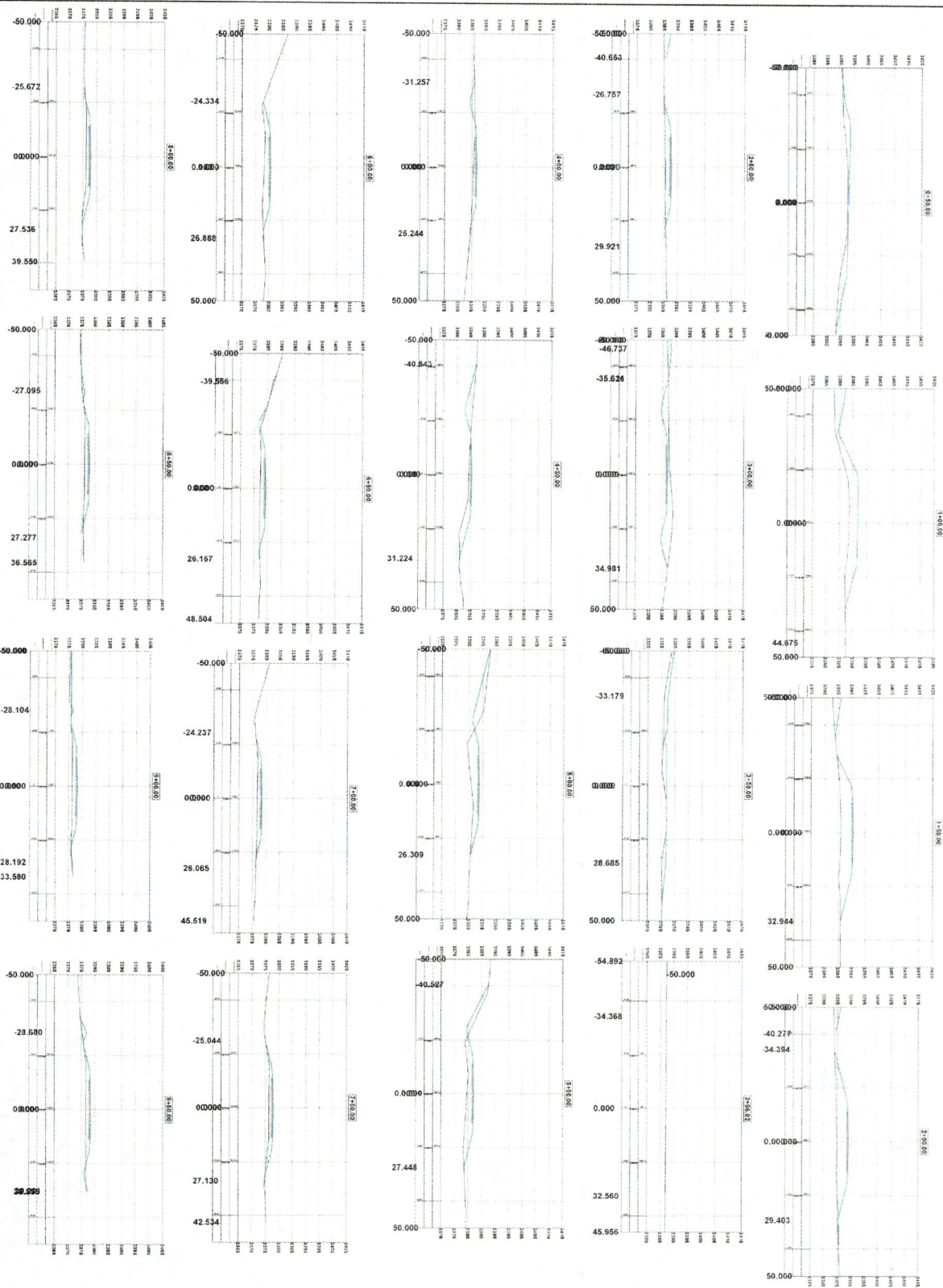


PROJECT	REVISIONS
DATE	BY
SCALE	AS SHOWN
SHEET	1 OF 1

COUNTY ROAD 346 2026 ELSIE, NEBRASKA

T.C. ENGINEERING INC.
ONE SOUTH SYCAMORE ST.
NORTH PLATTE, NEBRASKA
CA-0198

CROSS SECTIONS 0+00 - 9+50



COUNTY ROAD 346 2026
ELSIE, NEBRASKA

T.C. ENGINEERING INC.
ONE SOUTH SYCAMORE ST.
NORTH PLATTE, NEBRASKA
CA-0198

SCALE	AS SHOWN
SHEET	C-7
PROJECT	REVISIONS
DATE	
BY	
CHECKED	
APPROVED	

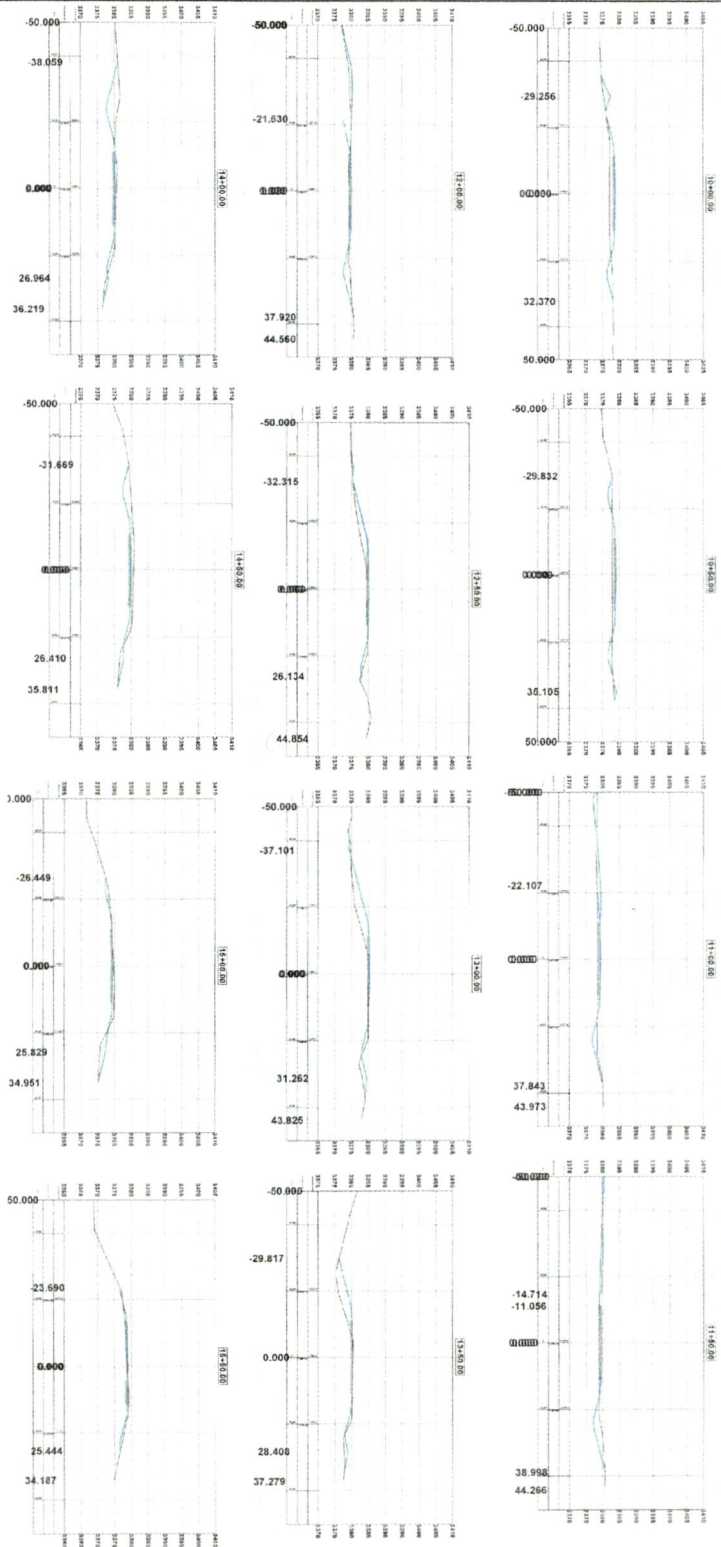
CROSS SECTIONS 10+00 - 15+50



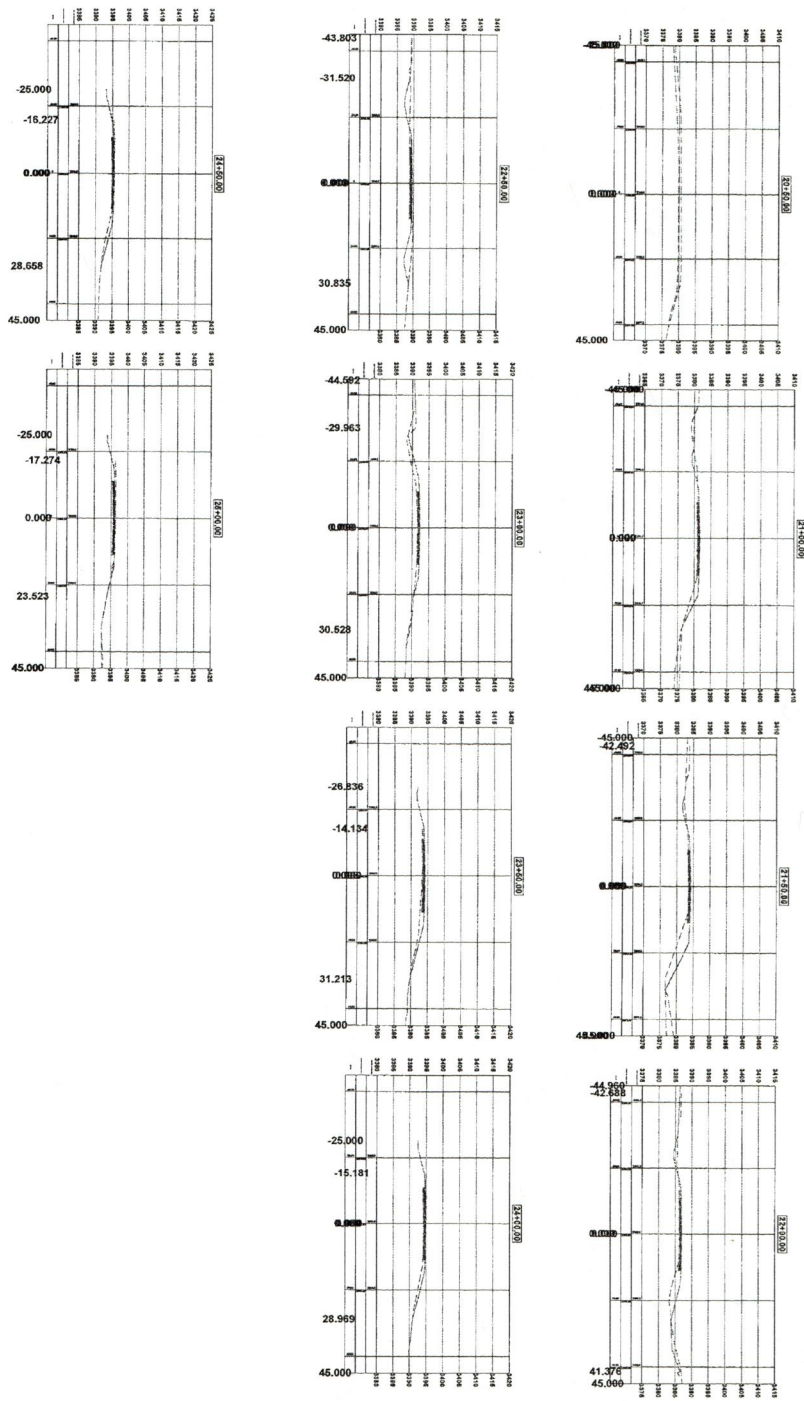
T C E	PROJECT	COUNTY ROAD 346 2026
	LOCATION	ELSIE, NEBRASKA
DATE	DESIGNED BY	PROJECT NO.
DRAWN BY	CHECKED BY	SCALE
APPROVED BY	DATE	

COUNTY ROAD 346 2026
ELSIE, NEBRASKA

T.C. ENGINEERING INC.
ONE SOUTH SYCAMORE ST.
NORTH PLATTE, NEBRASKA
CA-0198



CROSS SECTIONS 20+50-25+00



COUNTY ROAD 346 2026
ELSIE, NEBRASKA

T.C. ENGINEERING INC.
ONE SOUTH SYCAMORE ST.
NORTH PLATTE, NEBRASKA
CA-0198

T C E	SCALE:	AS SHOWN
	SHEET:	C-9
PROJECT:	COUNTY ROAD 346 2026	
DESIGNER:	T.C. ENGINEERING INC.	
CHECKER:	T.C. ENGINEERING INC.	
DATE:	10/1/2021	
REVISIONS:	1.0	

**SPECIFICATIONS FOR
Perkins County Overlay 2026
FOR**



T.C. ENGINEERING INC.
CONSULTING ENGINEERS

**1 SOUTH SYCAMORE
NORTH PLATTE, NE 69101
(308) 534 – 9245
tcw@tcengineeringinc.com
brb@tcengineeringinc.com**

**SPECIFICATIONS
Perkins County Overlay 2026
FOR**



July 22, 2026

T.C. Engineering Inc.
North Platte, Nebraska

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NOTICE TO BIDDERS

Perkins County
Grant, Nebraska 69140

Sealed Bids will be received by the Perkins County Commissioners at Grant, Nebraska for the construction of **Perkins County Overlay 2026** located at 3 locations in Perkins County, Nebraska.

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

Contract No. 1: NDOR asphaltic concrete overlay

Venango South & Brandon South:

51,000 square yards of 2" deep milling
5,735 tons of 2-inch overlay
11,630 lineal feet of centerline striping

Elsie Paxton Road:

2,100 square yards of full depth milling
5,200 square yards of grading for alignment and vertical adjustment
2,180 tons of seven inch full depth paving in 3", 2-1/2" and 1-1/2" lifts
7,000 square yards of surface compaction
2,100 lineal feet of centerline striping
There is a NDOT permit and NKC Railroad permit required, and provided by Owner.

Bids for **Perkins County Overlay 2026**, will be received until 11:00 A.M. local time, on TBD, in the Commissioners Meeting Room at 200 Lincoln Ave., Grant, Nebraska, at which time they will be publicly opened and read aloud. Bids received after this time will not be accepted. Contract #1 will be read at 11:00.

The work shall be started within 30 days of the date of the Notice to Proceed and completed by December 11, 2026 unless extended due to weather.

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

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

Contract documents may be obtained from the ENGINEER, T.C. ENGINEERING INC.; 1 South Sycamore; North Platte, Nebraska 69103-0832; (Phone: 308/534-9245) by email.

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

The Owner reserves the right to reject any or all Bids and to waive informalities in Bids received. The Owner reserves the right to accept that bid, with or without alternates, which the Owner deems most beneficial to Perkins County.

Perkins County Commissioners

Publish on _____, _____, _____

INSTRUCTIONS TO BIDDERS

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

IB-01. DOCUMENTS: Copies of the Contract Documents may be obtained from the Engineer, between the hours of 8:00 AM and 12:00 N and 1:00 PM and 5:00 PM, North Platte, Nebraska time, Monday through Friday.

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

IB-03. QUESTIONS: Submit all questions about Contract Documents to the Engineer. Replies will be issued to all Prime Bidders of record as Addenda to the Drawings and Project Manual, and will become part of the Contract. The Engineer and the Owner will not be responsible for oral clarification. Questions received less than forty-eight (48) hours before the Bid opening cannot be answered.

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

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

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

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

IB-07. BID SECURITY: A certified check or Bid Bond in an amount not less than percent five (5%) total amount of the Base Bid, payable to the , , shall accompany each Bid in a separate sealed opaque envelope, bearing on the outside the bidder's name and address, and marked "**Bid Security for Perkins County Overlay 2026** , ", and marked with the division of Work or Contract it represents.

If a Bid Bond is submitted, it shall be issued by a surety company authorized the State of Nebraska to issue such bonds, shall be acceptable to the Owner, and shall be submitted on AIA Document A310, February 1970 or later edition.

Bid Security will be returned to the Bidders as soon as the successful bidder has executed and delivered the Contract, and has furnished satisfactory Bonds.

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

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

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

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

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

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

IB-14. SUBMITTALS: Bids shall be submitted in opaque, sealed envelopes bearing on the outside the name and address of the Bidder, and marked "bid for **Perkins County Overlay 2026**". If Bids are sent by mail, they shall be received until 11:00 by the Perkins County Clerk , PO Box 156 , ,69140.

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

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

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

IB-18. BID AWARD: The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Base Bid with or without alternates provided his Bid is reasonable and it is in the Owner's interest to accept it. The Owner reserves the right to reject any and all Bids received. The Owner shall have the right to reject any or all Bids and to reject bids not accompanied by required Bid Security.

IB-18. FAIR LABOR STANDARDS: Each Bid shall be accompanied with a statement from the bidder that he is complying with, and will continue to comply with, Fair Labor Standards according to law, in the pursuit of his business and in the execution of the Contract on which he is bidding.

IB-19. BID AWARD: The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Base Bid and/or applicable alternates provided his Bid is reasonable and it is in the Owner's interest to accept it. The Owner reserves the right to reject any and all Bids received. The Owner shall have the right to reject any or all Bids and to reject bids not accompanied by required Bid Security.

GENERAL CONDITIONS

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

3. SCHEDULES, REPORTS AND RECORDS

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

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

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

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

4. DRAWINGS AND SPECIFICATIONS

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

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

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

5. SHOP DRAWINGS

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

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

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

6. MATERIALS, SERVICES, AND FACILITIES

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

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

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

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

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

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

7. INSPECTION AND TESTING

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

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

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

CONTRACT DOCUMENTS.

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

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

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

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

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

8 SUBSTITUTIONS

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

9. PATENTS

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

10. SURVEYS, PERMITS, REGULATIONS

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

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

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS.

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

11. PROTECTION OF WORK, PROPERTY AND PERSONS

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

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

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

12. SUPERVISION BY CONTRACTOR

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

13. CHANGES IN THE WORK

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

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

14. CHANGES IN CONTRACT PRICE

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

- (a) Unit prices previously approved.
- (b) An agreed lump sum.

(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

16. CORRECTION OF WORK

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

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

17. SUBSURFACE CONDITIONS

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

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

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

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

18. SUSPENSION OF WORK, TERMINATION AND DELAY

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

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

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

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

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

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

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The

ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5%) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

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

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

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

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

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishes of machinery, and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been full discharged where- upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

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

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

21 INSURANCE

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

22. CONTRACT SECURITY

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

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

23. ASSIGNMENTS

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

24 INDEMNIFICATION

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

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

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

25. SEPARATE CONTRACTS

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

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

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

26. SUBCONTRACTING

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

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

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

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

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

27. ENGINEER'S AUTHORITY

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

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

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

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

28. LAND AND RIGHTS-OF-WAY

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

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

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

29. GUARANTY

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

30. ARBITRATION

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

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

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

31. TAXES

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

ADDITIONAL CONDITIONS

1.0 ENGINEER

1.1 Whenever reference is made to the Engineer, it shall mean
T.C. Engineering Inc., 1 South Sycamore St., North Platte, NE 69101.

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

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

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

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

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

2.0 CONTRACTOR

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

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

2.3 Cutting and Patching of Work

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

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

2.4 Cleaning Up

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

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

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

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

3.0 WORK BY OWNER OR SEPARATE CONTRACTOR

3.1 Mutual Responsibility

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

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

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

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

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

3.2 Owner's Right to Clean Up

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

4.0 MISCELLANEOUS PROVISIONS

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

4.3 Rights and remedies

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

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

5.0 PAYMENTS AND COMPLETION

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

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

5.3 The approval of a partial payment estimate will constitute a representation by the Engineer to the Owner, based on his observations at the site as provided herein and the data comprising the request for payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tasks required by or performed under the Contract Documents, to minor deviations from the Contract documents correctable prior to completion, and to any specific qualifications stated in writing; and that the Contractor is entitled to payment in the amount approved. However, by approving a partial payment estimate, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Price.

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

6.0 ACCEPTANCE OR DEFECTIVE OR NON-CONFORMING WORK

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

7.0 DRAWINGS AND SPECIFICATIONS AT THE SITE

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

8.0 ENUMERATION OF THE DRAWINGS, PROJECT MANUAL AND ADDENDA

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

Drawings: Sheets 1 to 7. Cross-sections.

Project Manual

Addenda: As Issued

9.0 FINAL QUANTITIES

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

DIVISION 1

GENERAL REQUIREMENTS

Pages

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

SECTION 01010

SUMMARY OF THE WORK

1.0 THIS CONTRACT includes all material, labor, tools, expendable equipment, utility and transportation services, and all incidental items necessary to perform and complete, in a workmanlike manner, the Work required for the construction of the **Perkins County Overlay 2026, Nebraska. CONTRACTOR SHALL COMPLY WITH NEBRASKA DEPT. OF TRANSPORTATION (NDOT) AND NEBRASKA KANSAS AND COLORADO RAILWAY, LLC. (NKC), INSTRUCTIONS, REGULATIONS AND CONDITIONS, DURING AND AFTER THE COMPLETION OF THIS PROJECT.**

Contractor shall include the earthwork, patching, asphalt overlay and striping of finished paving.

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

3.0 TRAFFIC CONTROL

The Contractor is responsible for providing traffic control on the *PROJECT*.

Traffic Control shall be as specified by the "Manual on Uniform Control Devices" and the Lincoln County Department of Roads Signing Plans for Traffic Control, including but not limited to advance warning signs, "road closed ahead" signs, and Type 3 barricading with flashers. Responsibility for signing ends when final *PROJECT* approval is requested and granted.

SECTION 01150

PROJECT MEETINGS

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

SECTION 01200

PROGRESS AND PAYMENT

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

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

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

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

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

6.0 MEASUREMENT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 01300

SUBMITTALS

1.0 SUBMITTALS SPECIFIED IN OTHER SECTIONS are as follows:

Section 01400 Testing Reports

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

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

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

4.0 DELETE

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

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

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

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

<u>Section No.</u>	<u>Description</u>
02610	Asphalt Mix Design

SECTION 01400

TESTING LABORATORY SERVICES

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

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

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

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

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

Test Schedule

One Proctor for each type of soil.

Backfill for structures: One density test/structure or one density test/50 cy, whichever is less.

Backfill for pipelines: One test/500 lf of pipe.

Concrete: One compressive test set (3) for each pour.

Backfill for pipelines: One test/500 lf of pipe.

Road: One compaction test/9000 sf of road surface

Asphalt: As per specifications and NDOT and NKC Railway, LLC., requirements.

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

7.0 TESTS ARE SPECIFIED in the following Sections:

02221 Excavation, Trenching, and Backfilling for
Utilities

02610 Asphalt Paving

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

SECTION 01500

TEMPORARY FACILITIES

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

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

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

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

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

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

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

7.0 FENCES AND GATES

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

7.02 TEMPORARY FENCES AND GATES shall be erected and maintained by the Contractor to properly control the movement of livestock.

7.03 EXISTING GATES shall be maintained closed by the Contractor who shall be responsible for any damage, injury, or loss to property resulting from any gate left in an open condition by the Contractor or any of his Subcontractors or Sub-subcontractors.

8.0 PROTECTION OF UTILITIES

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

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

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

9.0 RESERVED.

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

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

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

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

14.0 PROJECT OFFICES

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

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

15.0 TEMPORARY SIGNS

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

SECTION 01600

MATERIAL AND EQUIPMENT

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

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

- .1 The item is manufactured by one of the acceptable manufacturers listed in the Specifications.
- .2 The item of material or equipment meets or exceeds the minimum qualities established by the specified item.
- .3 The item is used throughout the project so that all items of material or equipment used in place of specified items are of the same make and type.
- .4 The entire cost of all modifications which result from the use of items in place of specified items shall be borne by the Contractor who uses such items, at no additional cost to other Contractors or to the Owner.

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

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

SECTION 01700

PROJECT CLOSEOUT

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

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

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

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

Asphalt Test Reports
Earthwork Compaction Test Reports

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

SECTION 02010

SUBSURFACE EXPLORATION

1.0 GENERAL

1.01 SUBSURFACE SOIL DATA

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

SECTION 02020

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

1.0 GENERAL

1.01 DESCRIPTION

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

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

2.0 PRODUCTS

3.0 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

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

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

3.02 REMOVAL OF PAVEMENT

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

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

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

3.03 DISPOSAL

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

SECTION 02100

CLEARING

1.0 GENERAL

1.01 DESCRIPTION

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

1.03 PROTECTION

1.03.1 PROTECTION is specified in Section 01500, Temporary Facilities.

2.0 PRODUCTS

3.0 EXECUTION

3.01. CLEARING

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

3.02 GRUBBING

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

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

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

3.03 REMOVAL OF MATERIAL

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

3.04 STRIPPING OF TOPSOIL

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

3.05 TRIMMING TREES

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

SECTION 02230

ROADWAY EARTHWORK

1.0 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

Testing Laboratory Services	Section 01400
Subsurface Information	Section 02010
Clearing	Section 02110

1.02 PROTECTION

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

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

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

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

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

1.02.6 EROSION CONTROL. Take every precaution and temporary measure, such as temporary seeding, silt fence, sediment sock, stabilized construction entrance, to prevent damage from erosion of freshly graded areas. This applies to damage of newly graded areas within construction limits and to adjacent properties by eroded materials.

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

1.03 REPAIR OF DAMAGED UTILITIES

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

2.0 PRODUCTS

2.01 FILL MATERIAL

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

2.02 BORROW MATERIAL

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

3.0 EXECUTION

3.01 PREPARATION

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

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

3.02 EXCAVATION

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

- .1 Areas where curbing, guttering, or street surfacing is to be constructed by compacting selected backfill material to a density specified herein.
- .2 Areas where no hard surfacing is to be constructed by filling with select earth and rolling the same in 4-inch lifts with an approved sheeps foot roller, followed by a pneumatic tire roller on the finished surface.
- .3 Moisture may be required to be added fill material used.

3.03 OVER-EXCAVATION

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

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

3.04 FILLING

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

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

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

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

3.05 SCARIFICATION AND RECOMPACTION

3.05.1 SCARIFY to a depth of 8 inches below bottom of millings in areas to be paved. Recompact to densities specified.

3.06 PROTECTION OF SUBGRADE

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

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

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

3.07 COMPACTION OF FILL AND BACKFILL

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

<u>Material</u>	<u>Percent of Maximum Density</u>	<u>Percent Above or Below Optimum Moisture Content</u>
Fill, nonsupporting	92 percent	+/- 2 percent
Fill beneath future pavements	100 percent	+/- 2 percent
Structural Fill beneath pavements and walks	100 percent	+/- 2 percent

3.08 QUALITY CONTROL

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

3.08.2 INSPECTION

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

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

3.09 SPECIAL PROVISIONS

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

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

3.09.3 STREET CROSSINGS, DRIVEWAYS, ROADS, SIDEWALKS, HIGHWAYS, AND OTHER PLACES where the Engineer deems necessary, the Contractor shall provide access wherever possible to public and private property to prevent serious inconvenience to pedestrian and vehicular traffic. This shall not be construed to require the Contractor to provide such access at the times and locations where it will interfere with his construction progress. The Contractor shall furnish, place and maintain sufficient flags, flares, barricades, signs, etc., along the location of his work to provide adequate and proper protection to the public. Contractor shall protect work from damage by preliminary outside use. Project belongs to the contractor until acceptance and final payment by the Owner.

SECTION 02610

ASPHALT PAVING

1.0 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

Clearing Section 02100

1.02 WORK SPECIFIED IN THIS SECTION

1.02.1 WORK consists of the asphalt paving of the Project.

1.03 ENVIRONMENTAL REQUIREMENTS

1.03.1 WEATHER. Construct asphaltic concrete pavement only when the surface area is dry, free from frost, the weather is not rainy, and the temperature is at least 40°F.

1.04 SUBMITTALS

1.04.1 DESIGN MIX FOR ASPHALT set forth in these Specifications is to establish a quality of pavement. In some areas the aggregate mixture may be unavailable or uneconomically feasible. If this is the case, the Contractor shall submit a design mix which is equal to, or better than, the design mix specified as determined by the Engineer. In the submittal, list the aggregate mix, percent of asphalt cement, percent of compacted density, and percent of voids for both base and surface courses.

1.05 ASPHALTIC CONCRETE QUALITY AND WORKMANSHIP

1.05.1 MINIMUM STANDARDS shall be State of Nebraska, Department of Transportation (NDOT) Standard Specifications for Highway Construction latest revisions thereto including supplements shall be the minimum design, and construction standards. The Contractor shall keep at least one copy of said standards in the field office at all times.

2.0 PRODUCTS

2.01 ASPHALTIC CONCRETE

2.01.1 NDOT "SPR" asphalt with 64 34, 58-H34 or approved equal binder oil as per NDOT specification will be used on these projects; NDOT tack oil for asphaltic concrete applied at 0.15 gallon/sy is incidental to asphalt price.

2.01.2 Design of Asphaltic Concrete Mixtures:

Prior to production of the asphaltic concrete, the Contractor shall submit, in writing, a job-mix formula for the mixture, to the Highway Superintendent for his approval. The job-mix formula submitted shall propose single definite values for the percentage retained on each sieve specified elsewhere in the specifications, based on the dry weight of combined aggregate. For the job-mix formula, the Contractor shall also submit the average aggregate gradations used to calculate the job-mix formula, and the percentage of aggregate, RAP and mineral filler, if any, proposed for use.

The target value for the percentage of asphalt cement will be determined by the Contractor on the basis of tests made on the materials that it proposes to use. The percentage of asphalt cement determined according to the Asphalt Institute's MS-2 Mix Design Methods (Marshall) will become a part of the job-mix formula.

2.01.3 Milling:

Millings Location and Stockpiling

Contractor shall use the millings as required for addition to the mix. Remaining millings shall be the property of the Owner and Contractor shall deliver said millings to a designated stockpile site near Grant. Surfaces to be milled shall be milled to a depth of 2".

2.01.4 AGGREGATES for asphaltic concrete shall meet the requirement of Section 1009 and 1010 of the aforementioned State of Nebraska Standard Specifications.

2.01.5 FILLER, if required, in addition to that naturally present in the aggregate, shall consist of stone dust, loess, portland cement, of other approved mineral matter. The filler material shall meet the requirements of the aforementioned State of Nebraska Standard Specifications.

2.01.6 FULL LIFT PAVING shall be done to a depth of seven inches, the first course shall be 3", the second course shall be 2-1/2" and the third course shall be 1-1/2".

3.0 EXECUTION

3.01 ASPHALTIC CONCRETE PRODUCTION

3.01.1 PRODUCE ASPHALTIC CONCRETE in accordance with Section 1003 of the Standard Specifications for the State of Nebraska Department of Roads.

3.02 PREPARATIONS OF EXISTING SURFACES

3.02.1 Existing asphalt shall be machine broomed. All loose material, dirt, and debris shall be removed. If mud is observed on the roadway, it must be fully removed.

3.02.2 THE EDGE OF EXISTING ASPHALT PAVING shall be cut back to a straight edge before laying any fresh asphalt.

3.03 TRANSPORTING

3.04.1 ASPHALTIC CONCRETE shall be compacted and finished in accordance with Section 507 of the Standard Specifications for the State of Nebraska Department of Roads.

3.04.2 A TACK COAT shall be applied to the edge of the existing pavement before laying any fresh asphalt.

3.05 QUALITY CONTROL

3.05.1 TESTING LABORATORY SERVICES shall be provided by the Contractor or producer for control and acceptance testing functions during periods of mix production, sampling, and testing, and whenever materials subject to the provisions of these Specifications are being supplied or tested. The laboratory shall provide adequate equipment, space, and utilities as required for the performance of the specified tests. Tests necessary to determine conformance with requirements specified shall be performed at the Contractor's expense. Tests shall be as follows:

.1 Extraction, Gradation, Marshall specimens and Air Voids (set of two includes unit weight, flow, voids and stability) every 300 tons or one per project of less than 300 tons on each type of mix used.

.2 Cores including length, specific gravity and percent compaction every 300 tons or two per project on each type of mix. Contractor shall patch the cored places at his expense.

3.05.2 SURFACE TESTS for conformity with the specified crown and grade shall be made by the Contractor immediately after initial compression. Correct any variation by the removal or addition of material and by continuous rolling.

.1 Finished Surface shall not vary more than $\frac{1}{4}$ inch (6.35 mm) for the surface course when tested with a 16-foot (4.8 m) straightedge applied parallel with, or at right angles to, the centerline.

.2 After the Completion of Final Rolling, again test the smoothness of the course, immediately correct humps or depressions exceeding the specified tolerances by removing the defective work and replacing with new material, as directed by the Engineer. This shall be done at the Contractor's expense.

.3 Finished Surfaces of Bituminous Courses shall not vary from the gradeline, elevations, and cross sections shown on the Contract Drawings by more than $\frac{1}{2}$ inch (12.70 mm). The Contractor shall correct pavement areas varying in excess of this amount by removing and replacing the defective work. Skin patching will not be permitted.

3.06 PROTECTION

3.06.1 PROTECT ADJACENT STRUCTURES from being splattered or marred at all times. In the event that they are splattered or marred, remove the asphaltic material, repair damage, and leave the appurtenances in a condition as good as, or better than, the original.

3.07 PERMANENT MARKINGS

.1 Paint and application shall be made in accordance with NDOR specifications and provide paint as listed on the NDOR approved materials list.



Shelco Asphalt and Paving

Po. Box 181 Paxton Ne. 69155

shelcoconstruction@gmail.com

308-352-6741

Proposal

To: Perkins County

Project: Elsie/Paxton Road Repair 2026-1

Address: Elsie/ Paxton Road, NE.

Date: 07.29.2026

The contractor will repair the failed areas on the Elsie Paxton Road. Areas are listed below. These will be full depth milled out. Subbase will be dug out that is unacceptable. This will be replaced with crushed concrete. We will then haul in the hot mix and lay down. Asphalt will be 6" thick. The mix design will be the SPR PG 64-22. This mix design has 10% of ½" granite rock in the mix. The oil level will be at the standard of 5.4%. This is an ideal mix design for the application. We will put down the asphalt in lifts with tack oil sprayed between the lifts. Asphalt will be timely compacted to reach the industry standard of a minimum of 92.5%. Payment upon completion. The contract price is good for the 2026 season. Mobilization is included. Traffic control is included. Payment upon completion.

6' x 10' close to the Keith Couty Line:

4' x 4' on Road 763:

Traffic Control for 1 day:	\$900.00
Hot mix and Crushed Concrete needed:	\$1,778.00
Machine time, Trucking, and Labor:	\$1,600.00
Total: Hot mix, Mill time, Trucking, and Labor	\$4,278.00

The contractor is a licensed Nebraska contractor and is fully insured with liability and workman's compensation insurance. We are accredited with the Better Business Bureau. All work will be done in a timely and professional manner, with the best interest of the customer in mind. The contractor has a long-term team, which works well together to achieve a quality product for the customer. We own our asphalt plant, mills, trucks, pavers, and rollers to ensure the timeliness and quality of the job. **The company's core value is for a long-term customer relationship.**

Shelco Construction *Sheldon Giesbrecht* 308-352-6741

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

RECEIVED

JUL 27 2026

PERKINS COUNTY CLERK
GRANT, NE 69140

July 24, 2026

Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2026.

Please make this an agenda item for your next County Board meeting and return it to the NBCS by October 31, 2026, by mail or email to: ndot.blshelp@nebraska.gov

To avoid the suspension of Highway-User Revenue to your county please complete the enclosed **COUNTY ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** and **SIGNING RESOLUTION** and **return them to the NBCS by October 31, 2026.** Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

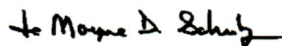
Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the County Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false County Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Note: While the signature of the County Highway Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said county has a superintendent.

Please let me know if you have any questions. Email: ndot.blshelp@nebraska.gov
Phone: (402) 479-4436

Sincerely,



LeMoyne D. Schulz
Secretary for the Board

LDS/2026

Attachments (2)

Vicki Kramer, Director
Department of Transportation

Board of Public Roads Classifications and Standards
1400 Nebraska Parkway
PO Box 94759
Lincoln, NE 68509-4759
dot.nebraska.gov
OFFICE 402-479-4436
ndot.blshelp@nebraska.gov

Kent H. Anderson
Lemoyne

Kyle A. Anderson
Valley

Roger A. Figard
Lincoln

Bruce H. Filipi
Milligan

Chris P. Jacobsen
Broken Bow

Barbara J. Keegan
Alliance

Russell Kreachbaum, Jr.
Central City

James K. McDonald
David City

Steven D. Ramos
Norfolk

Nathan Sorben
Lincoln

Brandon Varilek
Lincoln

LeMoyne D. Schulz
Secretary – ex officio

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE COUNTY ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2510(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each county shall be signed by the County Board Chairperson and shall include the resolution of the governing body of the county authorizing the signing of the certification.

Be it resolved that the County Board Chairperson of _____ County is hereby
(Print name of county)
authorized to sign the County Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

County Board Members

_____	_____
_____	_____
_____	_____
_____	_____

County Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

**COUNTY
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2026**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2510(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the County of _____ hereby certifies that it:
(Print name of county)

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2510; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the County Board Chairperson.**

Signature of County Board Chairperson (Required)

(Date)

Signature of County Highway Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759

Lincoln NE 68509

or email to ndot.blshelp@nebraska.gov



Proposed Long Distance Transfer Payroll Salary July 2026

RECEIVED

JUL 15 2026

PERKINS COUNTY CLERK
GRANT, NE 69140

Non EMT\$25 Change to \$27.50

EMT\$35 Change to \$37.50

EMTA\$40 Change to \$42.50

PARA:RN=\$45 Change to \$47.50