City Council Proceedings

Council met at regular session. ed its adoption:

of O'Neill, Nebraska:

(1) That the City of O'Neill pro-

ceed with the construction of

D. C. Schaffer, Mayor

) SS.

Class 1-No. Bid

Class 2-\$196,218.94

Class 1-No Bid

Class 3-No bid.

Class 2-\$184,886.60

Class 1-\$196,961.99

Present Mayor Schaffer, Councilmen Moore, Carroll, Hiatt, Reynoldson, Heermann and McIntosh, and Janousek. Absent Gleeson. Meeting was called to order by

the storm sewer as provided in the Mayor. Motion by Reynoldson, seconded the Resolution of Necessity by McIntosh, that the Council disadopted this day, and pense with the reading of the minutes of the previous meetings. Mo-

(2) That the Clerk be directed to advertise for bids for the construction of said storm sewer in tion carried The Frontier, a newspaper pub- such procurement, or in compen-Motion by Carroll, seconded by Reynoldson, that the following bills lished and of general circulation sation for service in connection in the City of O'Neill in the manbe allowed and paid, on the genner and form provided by law." sion, or percentage upon the Councilman Moore seconded the amount to be received by him ner and form provided by law." eral fund; \$292.50 Marcellus Schaaf motion for adoption of the fore- hereunder, and that he has not, in 228.52 William Finch going Resolution and after consid- estimating the contract price de-258.50 C. J. McGinn Orville C. Miller 258.52 65.00 following voted AYE on the pass- by reason of any such brokerage, O. D. French Kansas-Nebr. Nat. Gas Co. age and adoption of said Resolu- commission or percentage; and 4.20 tion: Reynoldson, Moore, McIn- that all moneys payable to him Pinkerman's TV 34.00 tosh, Carroll, Hiatt and Janousek. hereunder are free from obliga-7.04 REA Office The following voted NAY: None. tion of any other person for serv-Eby's Conoco Service 2.50 The passage of the Resolution hav- ices rendered, or supposed to Lohaus Motor Company 8.05 ing been concurred in by more have been rendered, in the pro-Shelhamer Equip. Co. 295.50 Coast to Coast Store 3.53 Consumers Bublic Power elected to the City Council was by ther agrees that any breach of 467.09 21.00 the Mayor declared adopted. Graham's "66" Service NW Bell Tele Company 13.40 Floyd F. Sanders Stanley Plessel Milford H. Coats 176.98 STATE OF NEBRASKA) 169.22 COUNTY OF HOLT 178.60 CITY OF O'NEILL Loyd K. Brittell J. R. Gallagher 100.00 Johnson Drugs 15.50 of the City of O'Neill, in the Coun- paid or agreed to be paid. John R. Gallagher O'Neill Fire Dept. 60.00 ty of Holt, in the State of Nebras-McCarville's E. A. Pedersen Co. Inc 50.78 Motor Parts Inc. 5.16 199.14 Shelhamer Equipment 26.66 1 of the City of O'Neill. Edna B. Yantzi Spelts-Ray Lbr. and Coal Co. 49.13 Coyne Hdw. 48.45 Earley Oil Company on the special sewer fund; of August, 1959. 819.20 (SEAL) O. D. French, City Clerk Spelts-Ray Lbr. Co. on the water fund; 53.66 Norfolk Office Equip. Co. 177.60 Cora M. Wyant Moore-Noble Lbr. and Coal 28.98 being af follows: Co. Clark Bros. Transfer 8.41 Booth and Olson 13.34 Edna B. Yantzi Spelts-Ray Lbr. Co. 28.00 Coyne Hdw. Co. 48.45 Northwestern 30.15 Earley Oil Company Engineering Co. Class 1-No. bid 258.50 John Bellin 58.00 Art Humpal Capitol Supply Co. 195.00 Swanson Northwest Electric 2.50Construction Consumers Public Power 543.13 Dist. Graham's "66" Service 5.17 DMD Construction NW Bell Tele. Co. 40.70 Co. the vote on the above motion was as follows. All aye. Nay None. Motion carried. Motion by McIntosh, seconded Diamend Construction by Reynoldson, that the council Co. grant radio station KBRX, permis-

sion to use the parking space on fourth street south two parking Missouri Valley stalls on the west side of fourth Construction street for the days of August 12, 13, 14, and 15th. Motion was carried

the general and detailed plans, the PRESENTS:

this warrant shall constitute ade-

Contractor's bond, the proposal, all project specifications and spec- struction Co., Grand Island, Ne- cause or procure the same to be Connecticut, as Sureties, are held

in part, upon such procurement, bind ourselves, our heirs, execu- ceived by him hereunder, and that presents. and that he has not paid, or pro- tors and administrators, jointly, he has not, in estimating the con- Date August 4th, A.D., 1959. mised or agreed to pay, to any severally, and firmly by these tract price demanded by him, inthird person in consideration of presents.

Date, August 4, A.D., 1959

The condition of the obligation herewith, any brokerage, commisis such that whereas, the above MISSOURI VALLEY bounden CONSTRUCTION CO., of Grand Island, Nebraska, has been awarded by the City of O'Neill, Nebraseration the roll was called and the manded by him, included any sum ka, the Contract for the Construcof tion of O'Neill Paving District No. 17, copy of which Contract together with all of its terms. covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply than a majority of the members curement of this Contract. He fur-length herein. as if said contract were recited at

NOW THEREFORE, if said MISquate cause for the annulment of SOURI VALLEY CONSTRUCTION out this Contract shall be perform-208.78 (SEAL) O. D. French, City Clerk this Contract by the Owner, and CO., as principal, shall in all re- ed in compliance with the laws of that the said Owner may retain spects fulfill this said Contract the State of Nebraska. for its own use, from any sums according to the terms and the due or to become due hereunder tenor thereof, and shall faithfully complying with and will continue I, O. D. French, the duly elect- an amount equal to any broker- discharge the duties and obliga- to comply with fair labor stan-54.50 ed, qualified and acting City Clerk age, commission, or percentage, so tions therein assumed, then the dards in the pursuit of his busiabove obligation is to be void, ness, and in the execution of the All work required in carrying otherwise to be and remain in ull Contract pursuant to this bid.

20.85 ka, hereby certify that the fore- out this Contract shall be per- force and virtue.

of all proceedings had to date in laws of the State of Nebraska.

220.93 the seal of my office this 6th day ness, and in the execution of the as specified in said Contract, and work by him or any of his sub-Contract pursuant to this bid. That the Contractor further of said Contract and the plans and of all laborers and mechanics for Bids for the construction of the agrees to pay all just claims for specifications made a part there- all labor performed in the work necessary street improvements in material, supplies, tools, fuels, of; and shall also well and truly by him or any of his subcontracseveral paving districts were op- lubricants, equipment, equipment preform and fullfill all under- tors, and for all other just claims ened and publicly read, said bids rental, machinery, insurance pre- takings, covenants, terms condi- filed against him or any of his miums, and services used or con- tions and agreements of any and subcontractors in carrying out the sumed in the construction of the al duly authorized modifications provisions of this contract, and Class 2-\$171,394.50 work by him or any of his sub- of said Contract that may here- further agrees that the Contract Class 3-No bid. of all laborar and mechanism after be made, notice of which tor's bond shall be held to cover of all laborers and mechanics for modification to the surety being all such claims. all labor performed in the work hereby waived, but that it is given by him or any of his subcontrac- to secure and does secure also going, the Owner hereby agrees tors, and for all other just claims payment by the said bounden MIS-Class 3-No bid. filed against him or any of his SOURI VALLEY CONSTRUCTION subcontractors in carrying out the CO, of all just claims for material, provisions of this contract, and supplies, tools, fuel, lubricants, further agrees that the Contrac- equipment, equipment rental, mator's bond shall be held to cover chinery, insurance premiums and all such claims. services used or consumed in the That in consideration of the fore- construction of the work by him.

Class 2-\$188,194.25 going, the Owner hereby agrees or any of his subcontractors, and Class 3-\$206,206.05 to pay the Contractor promptly for the payment of all laboreres the amounts set forth herein, sub- and mechanics for all labor per-Class1-\$193,654.19 ject to the conditions set forth in formed in the work by him or any Class 2-\$185,385.65 this Contract, or any part thereof. of his subcontractors, and for all Class 3-No bid. as herein described. other just claims filed against him It is further understood and or any of his subcontractors in

Clars 1-No bid agreed that the Contractor shall carrying out the provisions of this Class 2-\$164,077.76 not do any work or furnish any contract, and if such payment be class 3-No bid. materials not covered and auth-made, then this obligation shall the Contractor hereby covenants in full force and effect. No contract shall be valid which is obligation and unit and void. Otherwise, it is contract shall be valid which is contract. It was moved by Councilman orized by this contract unless or- be null and void. Otherwise, Motion by McIntosh, seconded Carroll and seconded by Council- dered in writing by the Engineer. shall remain in full force and efby Hiatt that C. N. Wyant be giv- man Hiatt that the bid of Missouri Any such work which may be feet.

en a two weeks vacation and that Valley Construction Company of they be given permission to hire Grand Island, Nebraska for con-

PRESENTS: That we Missouri Valley Con- this Contract in his behalf, or to SURETY COMPANY, Hartford, a part of this Contract. That we

The condition of the obligation is cluded any sum by reason of any such that whereas, the above such brokerage, commission or bounden MISSOURI VALLEY percentage; and that all moneys CONSTRUCTION CO., of Grand payable to him hereunder are free Island, Nebraska, has been awardfrom obligation of any other pes- ed by the City of O'Neill, Nebrasson for services rendered, or sup- ka, the Contract for the Construcposed to have been rendered, in tion of O'Neill Paving District No. the procurement of this Contract. 18, copy of which Contract to-He further agrees that any breach gether with all of its terms, covethis warrant shall constitute nants, conditions and stipulations adequate cause for the annulment is incorporated herein and made of this Contract by the Owner, and a part hereof as fully and amply that the said Owner may retain as if said Contract were recited at for its own use, from any sums length herein. due or to become due hereunder NOW THEREFORE if said MISan amount equal to any brokerage,

SOURI VALLEY CONSTRUCTION this Contract by the Owner, and cited at length herein. commission, or percentage, SO paid or agreed to be paid. All work required in carrying tions therein assumed, then the so paid or agreed to be paid. The Contractor states that he is above obligation is to be void.

full force and virtue. It is expressly understood and of the State of Nebraska. agreed that this bond is given to The Contractor states that he is

secure and does secure not only complying with and will continue That the Contractor further going is a true and complete copy of the state of Nebraska. It is expressly understood and agrees to pay all just claims for material, supplies, tools, fuels, principal herein named of said dards in the pursuit of his busiagreed that this bond is given to material, supplies, tools, fuels, connection with Sever District No. 1 of the City of O'Neill. IN WITNESS WHEREOF, I have hereunto set my hand and The Contractor states that he is to comply with fair labor stan-have hereunto set my hand and Contract for the construction of Contract for the construction work ness, and in the execution of the in strict accordance with the terms That the Contractor further specifications made a part there- material, supplies, tools, fuels, and shall also well and truly lubricants, equipment, equipment and duly authorized modifications of work by him or any of his subsaid Contract that may hereafter contractors, and for the payment be made, notice of which modi- of all laborers and mechanics for SOURI VALLEY CONSTRUCTION subcontractors in carrying out the

> to pay the Contractor promptly the amounts set forth herein, subchinery, insurance premiums and all such claims.

It is further understood and for the payment of all laborers amounts set forth herein, subject agreed that the Contractor shall and mechanics for all labor per- to the conditions set forth in this or any of his subcontractors, and not do any work or furnish any formed in the work by him or Contract, or any part thereof, as for the payment of all laborers and mechanics for all laborers and mechanics for all laborers and mechanics for all laborers. ized by this Contract unless or- all other just claims filed against It is further understood and formed in the work by him or any dered in writing by the Engineer. him or any of his subcontractors agreed that the Contractor shall of his subcontractors, and for all Any such work which may be in carrying out the provisions of not do any work or furnish any other just claims filed against him done, or any such materials which this contract, and if such payment materials not covered and author- or any of his subcontractors in may be furnished, by the Con- be made, then this obligation shall ized by this Contract unless or- carrying out the provisions of this tractor without such written order be null and void. Otherwise, it dered in writing by the Engineer. contract, and if such payment be first being given, shall be at his shall remain in full force and ef- Any such work which may be made then this obligation shall be

and agrees that he shall make no seeks to limit the time to less than tor without such written order first

work so done, or any materials be brought upon the bond cover- risk, cost and expense; and the five years in which an action may ing the construction work, and Contractor hereby covenants and be brought upon the

MISSOURI VALLEY The Contractor expressly war- CONSTRUCTION CO., Grand Is ial provisions, and all supplement- braska, as Principal, and The obtained upon compensation in any and firmly bound unto the City rants that he has employed no land, Nebraska, as Principal, and August 4, 1959 regular session. Schaffer, Coun-roll, Hiatt, Rey-oll, Hiatt, Rey-roll, Rey-roll, Hiatt, Rey-roll, Rey-rol third person to solicit or obtain this Contract in his behalf, or to seven Thousand Seven Hundred in consideration of such procure-the payment of which we do here-in part upon such procurement, Seven Thousand Seven Hundred in consideration of such procure-the payment of which we do here-in part upon such procurement, Seven Thousand Seven Hundred in compensation for servcause or procure the same to be obtained upon compensation in (\$47,706.60) Dollars, and for the brokerage, commission or percent-brokerage, commission or percent-cutors and administrators, jointly, brokerage, commission or percent-brokerage, any way contingent in whole or payment of which we do hereby age upon the amount to be re- severally, and firmly by these third person in consideration of Dollars, and for the payment of such procurement, or in compen- which we do hereby bind oursation for services in connection selves, our heirs, executors and

herewith, any brokerage, commis- administrators, jointly, severally sion, or percentage upon the and firmly by these presents.

amount to be received by him Date August 4th, A.D., 1959. hereunder, and that he has not, The condition of the obligation in estimating the contract price is such that whereas, the above demanded by him, included any bounden MISSOURI VALLEY sum by reason of any such brok- CONSTRUCTION CO., of Grand erage, commission or percentage; Island, Nebraska, has been awardand that all moneys payable to ed by the City of O'Neill, Ne him hereunder are free from ob- braska, the Contract for the Conligation of any other person for struction of O'Neill Paving Distservices rendered, or supposed to rict No. 19, copy of which Conhave been rendered, in the pro- tract together with all of its terms, curement of this Contract, He fur- covenants, conditions and stiputher agrees that any breach of lations is incorporated herein and this warrant shall constitute ade- made a part hereof as fully and quate cause for the annulment of amply as if said Contract were re-

CO., as principal, shall in all re- that the said Owner may retain NOW THEREFORE. spects fulfill this said Contract for its own use, from any sums MISSOURI VALLEY CONSTRUCaccording to the terms and the due or to become due hereunder TION CO., as principal, shall in tenor thereof, and shall faithfully an amount equal to any broker- all respects fulfill this said Condischarge the duties and obliga- age, commission, or percentage, tract according to the terms and the tenor thereof, and shall faith-All work required in carrying fully discharge the duties and obliotherwise to be and remain in out this Contract shall be perform- gations therein assumed, then the ed in compliance with the laws above obligation is to be void, otherwise be and remain in full

force and virtue. It is expressly understood and

agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said Contract for the construction work of said Contract, and the plans and agrees to pay all just claims for as specified in said Contract, and in strict accordance with the terms of said Contract, and the plans perform and fulfill al the undertak- rental, machinery, insurance pre- and specifications made a part ngs, covenants, terms, conditions miums, and services used or con- thereof; and shall also well and agreements of any and all sumed in the construction of the truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any fication to the surety being here- all labor performed in the work tions of said Contract that may and all duly authorized modificaby waived, but that it is given to by him or any of his subcontracsecure and does secure also pay-ment by the said bounden MIS-filed against him or any of his hereby waived, but that it is given That in consideration of the fore-going, the Owner hereby agrees ial, supplies, tools, fuel, lubricants, further agrees that the Contract, and further agrees that the Contract. SOURI VALLEY CONSTRUCTION equipment, equipment rental, ma- tor's bond shall be held to cover CO. of all just claims for material, ject to the conditions set forth in this Contract, or any part thereservices used or consumed in the done, or any such materials which null and void. Otherwise, it shall

No contract shall be valid which claim for compensation for any five years in which an action may being given, shall be at his own seeks to limit the time to less than

some one to take care of the water struction of Paving Districts Num		five years in which an action may		this bond is made, executed and	agrees that he shall make no claim	a ing the construction work, and this o bond is made, executed and de-
some one to take care of the water department and the police radio while on said vacation. Motion 31, 32 and 33 be accepted and tha	t risk, cost and expense; and the	be brought upon the bond cover-	for the purpose herein expressed	, SIGNED THIS 4th day of Aug-	done, or any materials so furnish-	 bond is made, executed and de- livered with such understanding.
carried. a contract be awarded to said bid	agrees that he shall make no clain	bond is made, executed and de-	ments of like tenor, this 4th day		ed. IN WITNESS WHEREOF the	SIGNED THIS 4th day of Aug-
			TOL AUGUSE, 1959.	CONSTRUCTION CO. Principal	parties hereto have set their hands	S MISSOURT VALLEY
Kirkham, Michael and Associates to draw the plans and specifications	nished. IN WITNESS WHEREOF, the	August, 1959. MISSOURT VALLEY	CITY OF O'NEILL, NEBRASKA	BY s/ L. J. Koenig, Pres.	for the purpose herein expressed to this and three (3) other instru-	- Principal
for Storm Sewer District No. 1, ders. at the same retainer fee as for On roll call the following voted	parties hereto have set their hand	CONSTRUCTION CO.	BY D. C. Schaffer, Mayor CONTRACTOR	(CORPORATE SEAL AFFIXED) THE AETNA CASUALTY	ments of like tenor, this 4th day of August, 1959.	By s/L. J. Koenig, Pres.
the paving districts. Motion car- AYE: Reynoldson, Hiatt, Moore	for the purpose herein expressed	Principal	MISSOURI VALLEY CONSTRUCTION CO.	AND SURETY CO.	Owner	(CORPORATE SEAL AFFIXED) THE AETNA CASUALTY
councilman Reynoldson offered following voted NAY: non2.	ments of like tenor, this 4th day	(CORPORATE SEAL)	BY L. J. Koenig, President	Hartford, Connecticut	CITY OF O'NEHLL, NEBRASKA BY s/ D. C. Schaffer, Mayor	AND SURETY CO. Surety
PAVING DISTRICT NO. 17 materials and to do all the work	OWNER	THE AETNA CASUALTY AD SURETY CO.	(Corporate Seal Affixed) PAVING DISTRICT NO. 18	Surety s/ Mary Ann Meysenburg	Contractor	Hartford, Connecticut
Proposal Form to complete the construction o	f City of O'Neill, Nebraska	Surety Hartford, Connecticut	CONTRACT BOND KNOW ALL MEN BY THESE	Attorney-in-Fact Mary Ann	MISSOURI VALLEY CONSTRUCTION CO.	-s/Mary Ann Meysenburg Attorney-in-fact-Mary Ann Me-
August 4, 1959 O'Neill Paving District No. 17, con sisting primarily of 6" P.C.C		Surety -	PRESENTS:	s/ Mary Ann Meysenburg	BY s/L. J. Koenig, Pres.	senburg
City of O'Neill, Nebraska Pavement with Integral Curb	Missouri Valley Construction Co	s/ Mary Ann Meysenburg Attorney-in-Fact, Mary Ann	That we MISSOURI VALLEY CONSTRUCTION CO., Grand Is-	Mary Ann Meysenburg	(CORPORATE SEAL AFFIXED) PAVING DISTRICT NO. 19	Mary Ann Meysenburg Ne-
Gentlemen: In compliance with your Notice Storm Drains, and all required connections and appurtenances, in	1 (Corporate Seal Affixed)	Meysenburg s/ Mary Ann Meysenburg	land, Nebraska, as Principal, and		CONTRACT BOND KNOW ALL MEN BY THESE	braska Resident Agent
to Contractors, the undersigned accordance with the plans, speci- proposes to furnish all the neces- fications, schedules and conditions	CONTRACT BOND	Nebraska Resident Agent-	PAVING DISTRICT NO. 19	the materials and to do all the	PAVINC DISTRICT NO 25	the materials and to do all the
sary equipment machinery, tools, on file and which we have exam		Mary Ann Meysenburg (SEAL)	PROPOSAL FORM August 4, 1959	work to complete the construction of O'Neill Paving District No. 19,	Proposal Form	work to complete the construction
apparatus and other means of con- struction and to furnish all the set forth below:	PAVING DISTRICT NO. 18	the materials and to do all the	To the Mayor and City Council	consisting primarily of 6" PCC		of O'Neill Paving District No. 25, consisting primarily of 6" P C. C
SCHEDULE OF PRICES BID FOR WORK CONTEMPLATED	PROPOSAL FORM	work to complete the construction	Gentlemen :	all required connections and an	City of O'Neill, Nebraska.	Pavement with Integral Curb
Item No. DescriptionQuantity Unit Unit Price Amoun1. Excavation3969C.Y.\$.50\$ 1,984.50	To The mayor and City Council	consisting primarily of 6" P.C.C.	In compliance with your Notice to Contractors, the undersigned			Storm Drains, and all required connections and appurtenances, in accordance with the plans, specifi-
2. 6" P.C.C. Pavement with	City of O'Neill, Nebraska Gentlemen:	Pavement with Integral Curb, and all required connections and ap-	proposes to furnish all the nec-	and conditions on file and which	to Contractirs, the undersignded, proposes to furnish all the nec-	accordance with the plans, specifi- cations, schedules and conditions
Integral Curb 8850 S.Y. a. Class I Mix	In compliance with your Notice	purtenances, in accordance with	tools, apparatus and other means	we have examined, for the sched-	essary equipment, machinery,	on file and which we have exam- ined, for the schedules of prices
b. Class II Mix 3.29 29,116.50 c. Class III Mix	proposes to furnish all the nec	the plans, specifications, schedules and conditions on file and which	of construction and to furnish all SCHEDULE OF PRICES BID	FOR WORK CONTEMPLATED	of construction and to furnish all	set forth below:
3. Build 6" P.C.C. Driveway 90 S.Y. 3.60 324.00	essary equipment machinery	we have examined, for the sched-	1 M M M M M M M M M M M M M M M M M M M	Quantity Unit Unit Price Amount	Item No. Description	FOR WORK CONTEMPLATED Quantity Unit Unit Price Amount
a. Single 14 Ea.	of construction and to furnish al	ules of prices set forth below:	1. Excavation	3709 C.Y. \$.50 \$ 1,854.50	1. Excavation	215 C.Y. \$.50 \$ 107.50
b. Double 2 Ea. 240.00 480.00 5. Storm Drain Manbole 5 Ea. 280.00 1,400.00	Item No. Description SCHEDULE OF PRICES BID	Quantity Unit Unit Price Amount FOR WORK CONTEMPLATED	Integral Curb	9363 S.Y.	2. 6" P.C. Pavement with Integral Curb	1163 S.Y.
6. Storm Drain Pipe	1 Excavation	1135 C.Y. \$.50 \$ 567.50	a. Class I Mix b. Class II Mix	3.29 30,804.27	a. Class I Mix	
a. 12" Dia. R.C.P. 428 L.F. 2.40 1,027.20 b. 15" Dia. R.C.P. 26 L.F. 3.10 80.60	with Integral Curb	3513 S.Y.	c. Class III Mix 3. Build 6" P.C. Driveway		b. Class II Mix c. Class III Mix	3.29 3,826.27
c. 18" Dia. R.C.P. 24 L.F. 4.10 98.40 d. 21" Dia. R.C.P. 438 L.F. 5.00 2,190.00	a. Class I Mix		4. Adjust Manhole Ring		3. Curb Inlet	2 Ea. 150.00 300.00
e. 24" Dia. R.C.P. 1260 L.F. 6.35 8,001.0	c. Class III Mix	3.29 11,557.77	and Cover 5. Adjust Valve Box	4 Ea. 20.00 80.00 4 Ea. 15.00 60.00	a. Single b. Double -	2 Ea. 150.00 300.00 2 Ea. 240.00 480.00
7. Flared End Section a. 12" Dia. 2 Ea. 30.00 60.00	3. Adjust Manhole Ring and cover	3 Ea. 20.00 60.00	6. Build Concrete Header 7. Build 4" P.C.C. Sidewalk	108 L.F55 59.40	4. Storm Drain Pipe a. 12" Dia. R.C.P.	27 L.F. 2.40 64.80
8. Adjust Manhole Ring and Cover 7 Ea. 20.00 140.0	4. Build Concrete Header	54 L.F55 29.70	8. Remove Concrete Pavement	109 S.Y. 1.00 109.00	b. 18" Dia. R.C.P.	102 L.F. 4.10 418.20
9. Build Concrete Header 162 L.F55 89.1	6. Remove Concrete Sidewalk	276 S.F10 27.60	9. Remove Concrete Sidewalk 10. Remove 6" Concrete Curb	1258 S.F10 125.80 2391 L.F30 717.30	5. Connection to Existing Man- holes	2 Ea. 60.00 120.00
10. Build 4" P.C.C. Sidewalk 768 S.F	7. Remove Concrete Header	21 L.F20 0.10	11. Remove Concrete Header 12. Remove Concrete Headwall	111 L.F. 25 27.75	6. Remove Concrete Pavement 7. Remove 6" Concrete Curb	16 S.Y. 1.00 16.00 171 L.F30 51.30
12. Remove Concrete Sidewalk 1512 S.F10 151.2 13. Remove Concrete Header 42 L.F25 10.5	Items 1 to 7 inclusive Bas		Total Lump Sum Bid for		8. Remove Concrete Header	54 L.F25 13.50
14. Remove Concrete Headwall 6 Ea. 15.00 90.0			Items 1 to 12 inclusive Bas- ed upon Class I Mix		9. Remove Inlet Total Lump Sum Bid for	2 Ea. 50.00 100.00
Total Lump Sum Bid for Items 1 to 14 inclusive Bas-	Items 1 to 7 inclusive Bas ed upon Class II Mix	\$12,321.32	Total Lump Sum Bid for Items 1 to 12 inclusive Bas-		Items 1 to 8 inclusive Based upon Class I Mix	and the second
ed upon Class I Mix Total Lump Sum Bid for	Total Lump Sum Bid for		ed upon Class II Mix	\$35,082.y2	Total Lump Sum Bid for	
Items 1 to 14 inclusive Bas-	Items 1 to 7 inclusive Bas ed upon Class III Mix		Total Lump Sum Bid for Items 1 to 12 inclusive Bas-		Items 1 to 8 inclusive Based upon Class II Mix	\$5,497.57
Total Lump Sum Bid for	The only persons or parties in terested in the proposal as prin	after award of contract. Mo. Valley Constr. Company	ed upon Class III Mix	Land trender (190) and a land	Total Lump Sum Bid for Items 1 to 8 inclusive Based	
Items 1 to 14 inclusive Bas- ed upon Class III Mix	cipal are those named herein, and	Box 811-Grand Island, Nebr.	terested in this proposal as prin-	dred-twenty (120) calendar days after award of contract.	upon Class III Mix	and the set of the set of the set of
man and a manter in expiration of a period of one hun	this proposal is made without col- lusion with any persons, firms on	PAVING DISTRICT NO. 18	cipal are those named herein, and this proposal is made without col-	Mo. Valley Constr. Company Box 811-Grand Island Nebr	terested in this proposal as prin-	complete that work prior to the ex- piration of the period of one hun-
terested in this proposal as prin- dred twenty (120) calendar day.	corporations.	CONTRACT	lucion with any persons firms or	By L. J. Koenig, Pres.	cipal are those named herein, and this proposal is made without col-	dred twenty (120) calendar days
this proposal is made without col-	as required by the specifications	MENT made and entered into	We propose to furnish a hand as	CONTRACT	lusion with any persons, firms or	Mo. Valley Constr. Company
corporations. By L. J. Koenig, Pres.	awarded to us.	and between the City of O'Neill,	required by the specifications, in the amount of the contract award-	MENT, made and entered into this	we propose to furnish a bond,	811 Grand Island, Nebr. s/L. J. Koenig
We, propose to furnish a bond, as required by the specifications, PAVING DISTRICT NO. 17 CONTRACT	As an evidence of good faith in	Nebraska, Owner, and Missouri	ed to us.	4th day of August, 1959, by and between the City of O'Neill, Ne-	as required by the specifications	Pres.
to the second of the second set						CONTROL 4 CM
awarded to us.	s for 5% of bid, payable to the	WITNESSETH: That the Con-	close herewith a certified check	ley Construction Company, Con-	As evidence of good faith in sub- mitting this proposal, we enclose	THIS CONTRACT AND AGREE- MENT, made and entered into this
submitting this proposal, we en the day of August, 1555, by an	Nebraska, which, in case we	of the sum of \$12,321.32 Dollars,	Treasurer of the City of O'Neill,	WITNESSETH: That the Con-	herewith a certified check for 5%	4th day of August, 1959, by and
for 5% of bid payable to the Treas- braska, owner, and missouri van	award made to us and to enter	fications constituting a part of this	should refuse or fail to accept an	of the sum of \$35,082.12 Dollars,	of the City of O'Neill, Nebraska,	braska, Owner, and Missouri Val-
refuse or fail to accept an award made to us and to enter into con- tractor, for and in consideration of tractor, for and in consideration of tractor, for and in consideration of the sum of \$47,706.60 Dollars, pay the sum of \$47,706.60 Dollars, pay	f shall be forfeited to the City of	18, consisting primarily of 6"	in ten (10) days of such award,	this contract, hereby agrees to	us and to enter into contract and file a bond within ten (10) days	WITNESSETH: That the Con-
tract and file 'a bond within ten (10) days of such award, shall be tions constituting a part of thi	damages.	ances, complete, in accordance	O'Neill, Nebraska, as liquidated	No. 19, consisting primarily of 6"	of such award, shall be forfeited	the sum of \$5.497.57 Dollars, pay-
		with the plans, specifications and	damages.	P.C.C. Pavement and appurten-	to the City of O'Nelli, Nebraska,	tions constituting a part of this
Nebraska, as Equidated damages. contract, hereby agrees to the	to comply with air labor stan	items of work awarded said Con-	is complying with and will con-	anapial provisions thansfor and	is complying with and will con-	contract, hereby agrees to con-
is many primarily of 0	luarus, as defined in becabils is	added by the deceptation of pro-	the second second in Continue	in the location designated in the	tinue to comply with fair labor	125 consisting primorily of cu p
time to comply with fair labor standards, as defined in Sections 73-104 R.S., Nebraska, 1943, in the	n pursuit of his business, and in the	itoms numbered 1 to 7 inclusive	pursuit of his business, and in the	items of work awarded said Con-	73-104-R S., Nebraska, 1943, in the	appurtenances complete, in ac-
73-104 R.S. Nebraska, 1943, in the accordance with the plans, speci	- this hid	as shown in schedule of prices hid	execution of the contract pursuant	tractor by the acceptance of pro- posal therefor on the 4th day of	pursuit of his business, and in the	cordance with the plans, specifica-
and the approach in the location des		part of this Contract.	The undersigned states that he	August 1050 og follows: heing	to this hid	for and in the location designs
and to this bid:	d experience record; in construction	That it is mutually understood	has had adequate experience and	items numbers 1 to 12 inclusive,	The undersigned states that he	various items of work awarded
has had adequate experience and said Contractor by the acceptance	h Synopsis of Experience Record re	the general and detailed plans, the	of the type of work bid upon. The	in the proposal, which is made a	experience roord in construction	said Contractor by the acceptan-
the time of much hid mon The day of August, 1959, as follows	quites in the route to contractor		awined in the Notice to Contrac	That it is mutually understand	Suponcia of Experience Decord	day of August 1050 as fallows
Synopsis of Experience Record re- guired in the Notice to Contract- clusive, as shown in schedule of	I If awarded a contract for the	al provisions, and all supplement-	tors accompanies this proposal. If awarded a contract for the	and agreed by parties hereto that the general and detailed plans,	required in the Notice to Con- tractors accompanies this propos-	being items numbers 1 to 9 inclu- sive, as shown in schedule of pri-
mices hid in the proposal, which	work contemplated, we agree to	a minute agreements are a part	a contract for the	Province Province	-1	the second and bollowing of pri-

is made a part of this Contract. If awarded a contract for the work contemplated, we agree to complete that work prior to the co