

**Airport Authority Meeting**  
**Thursday, April 15, 2021 8:15 AM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

**2. Roll Call**

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

**3. Petitions - Communications - Citizen Concerns**

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

**4. Items of Business**

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.
- A. Consider authorizing Chair to sign Grant Agreement for project CED-CEG-3-31-0022-015-2021.
- B. Consider approving Olsson Progress Estimate No. 2 for \$21,100 for AIP Project No. 3-31-0022-014.
- C. Consider FBO and Lease Agreement with Crete Skydive Atlas.
- D. Consider bids submitted for fuel system replacement.
- E. Consider authorizing negotiations on new lease for Hangar #3 (Skydivers)
- F. Consider billing options for utilities.
- G. Declare equipment surplus for disposal.
- H. Consider action to terminate leases for:
- Past due
  - No insurance
  - No airplane
- I. Consider making property available for building private hangars.

**5. Officers' Reports**

- Reports may be given by Officers, City Departments, Committees, or Authority members concerning the current operations of the Airport.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

- A. Airport Manager Report
- B. Authority Chair and Member Reports

**6. Consent Agenda**

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Chair, an Authority member, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.
- A. Approve Meeting Minutes
  - 1. Airport Authority meeting minutes of March 11, 2021.
- B. Accept the City Treasurer's Report
- C. Approve the Payment of Claims Against the Airport Authority

**7. Adjournment**

**Disclaimers & Notices**

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at [www.crete.ne.gov](http://www.crete.ne.gov).



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Airports Division  
Central Region  
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600  
901 Locust  
Kansas City, MO 64106

## CRRSA Transmittal Letter

March 22, 2021

Ms. Anna Lannin, P.E.  
Planning and Programming  
Nebraska Department of Transportation Division of Aeronautics  
3431 Aviation Rd, Suite 150  
Lincoln, NE 68501

Dear Ms. Lannin:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-31-0022-015-2021 for Crete Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than** April 21, 2021, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Justin Collier  
Nebraska State Planner



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date March 22, 2021

Airport/Planning Area Crete Municipal

CRRSA Grant Number 3-31-0022-015-2021

Unique Entity Identifier 072903628

TO: Crete Airport Authority  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated **February 16, 2021**, for a grant of Federal funds at or associated with the **Crete Municipal Airport**, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the **Crete Municipal Airport**, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to **Crete Municipal Airport**

and incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$13,000**, allocated as follows:
 

\$13,000	Non-Primary KU 2021
----------	---------------------
  
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 21, 2021 , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.
23. **Agency Agreement:** The FAA in tendering this offer on behalf of the United States recognizes the existence of an agency relationship between the Crete Airport Authority, as principal, and the Nebraska Department of Transportation, Aeronautics Division, as agent, created by the Agency Agreement entered into on March 11, 2021. The Sponsor agrees that it will not amend, modify or terminate said Agency Agreement without prior approval in writing of the FAA.

### **SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS**

#### **CONDITIONS FOR ROLLING STOCK/EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

- c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition**. Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 22, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Jim A. Johnson*

*(Signature)*

**Jim A. Johnson**

*(Typed Name)*

**Director, Central Region Airports Division**

*(Title of FAA Official)*

## Part II - Acceptance

---

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated March 23, 2021

**Crete Airport Authority**

*(Name of Sponsor)*

*Blaine Spanjer*

*Blaine Spanjer (Mar 23, 2021 12:50 CDT)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:** Blaine Spanjer

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** Chairman

*(Title of Sponsor's Designative Official/Representative)*

---

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Kyle Manley, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nebraska. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 23, 2021

By:   
\_\_\_\_\_  
Kyle Manley (Mar 23, 2021 15:12 CDT)  
*(Signature of Sponsor's Attorney)*

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

---

#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

---

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

---

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

---

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

---

#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

---

#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Crete Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 11, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

# CEK-CEG-3-31-0022-015-2021-Grant Agreement

Final Audit Report

2021-03-23

Created:	2021-03-22
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGkJhYPmXKeGr_IYMBEGMubJwpwYOu36z

## "CEK-CEG-3-31-0022-015-2021-Grant Agreement" History

-  Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)  
2021-03-22 - 6:58:27 PM GMT- IP address: 155.178.180.14
-  Document emailed to Jim A. Johnson (jim.johnson@faa.gov), ed.hyatt@faa.gov and rodney.joel@faa.gov for signature. One of them to sign  
2021-03-22 - 7:21:47 PM GMT
-  Email viewed by Jim A. Johnson (jim.johnson@faa.gov)  
2021-03-22 - 8:05:27 PM GMT- IP address: 162.58.82.136
-  Document e-signed by Jim A. Johnson (jim.johnson@faa.gov)  
Signature Date: 2021-03-22 - 8:06:10 PM GMT - Time Source: server- IP address: 162.58.82.136
-  Document emailed to Blaine Spanjer (blainspanjer@windstream.net) for signature  
2021-03-22 - 8:06:14 PM GMT
-  Email viewed by Blaine Spanjer (blainspanjer@windstream.net)  
2021-03-22 - 8:08:05 PM GMT- IP address: 174.198.90.16
-  Document e-signed by Blaine Spanjer (blainspanjer@windstream.net)  
Signature Date: 2021-03-23 - 5:50:33 PM GMT - Time Source: server- IP address: 69.30.188.253
-  Document emailed to Kyle Manley (kyle.manley@crete.ne.gov) for signature  
2021-03-23 - 5:50:39 PM GMT
-  Email viewed by Kyle Manley (kyle.manley@crete.ne.gov)  
2021-03-23 - 8:09:43 PM GMT- IP address: 3.237.199.191
-  Document e-signed by Kyle Manley (kyle.manley@crete.ne.gov)  
Signature Date: 2021-03-23 - 8:12:02 PM GMT - Time Source: server- IP address: 74.51.211.186



✔ Agreement completed.

2021-03-23 - 8:12:02 PM GMT



POWERED BY  
Adobe Sign

**Invoice**



601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063

February 24, 2021  
Invoice No: 380817

Blaine Spanjer  
Chairman  
Crete Airport Authority  
PO Box 86  
Crete, NE 68333

**Invoice Total \$21,200.00**

Olsson Project # 020-20550 Crete Fuel System

**AIP Project No. 3-31-0022-014**

**Progress Estimate No. 2**

Professional services rendered through February 13, 2021 for work completed in accordance with agreement dated October 29, 2020.

---

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Design	53,000.00	50.00	26,500.00	5,300.00	21,200.00
Total Fee	53,000.00		26,500.00	5,300.00	21,200.00
<b>Subtotal</b>					<b>21,200.00</b>
<b>Total this Phase</b>					<b>\$21,200.00</b>

---

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Bidding	6,800.00	0.00	0.00	0.00	0.00
Total Fee	6,800.00		0.00	0.00	0.00
<b>Subtotal</b>					<b>0.00</b>
<b>Total this Phase</b>					<b>0.00</b>

---

Phase 610 Construction

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			41,900.00
Balance Remaining			41,900.00
<b>Total this Phase</b>			<b>0.00</b>

---

Phase	620	Close Out				
<b>Fee</b>						
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing	
Close Out	6,900.00	0.00	0.00	0.00	0.00	0.00
Total Fee	6,900.00		0.00	0.00	0.00	0.00
<b>Subtotal</b>					<b>0.00</b>	
<b>Total this Phase</b>					<b>0.00</b>	
<b>AMOUNT DUE THIS INVOICE</b>					<b>\$21,200.00</b>	

Authorized By: Christopher Corr

## PROGRESS ESTIMATE

NEBRASKA DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS

Date: 2/24/2021

**Sponsor:**

Crete Airport Authority  
PO Box 86  
Crete, NE 68333

Estimate No. 2

AIP Project No.: 3-31-0022-014

**Consultant:**

Olsson  
PO Box 84608, Lincoln, NE 68501

Olsson Project No.: 020-2055

Date of Contract: 10/29/2020

Item No.	Description	Contract Quantities	Percent Complete	Billed to Date	Previous Billing	Current Billing
1	<b>Design</b>	<b>\$53,000.00</b>	<b>50%</b>	<b>\$26,500.00</b>	<b>\$5,300.00</b>	<b>\$21,200.00</b>
2	<b>Bidding</b>	<b>\$6,800.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
3	<b>Construction</b>		<b>TMNTE</b>			
	Professional Personnel - Direct Labor			\$0.00	\$0.00	\$0.00
	Overhead @ 184.12			\$0.00	\$0.00	\$0.00
	Fixed Fee @ 15%	\$4,347.28	.	\$0.00	\$0.00	\$0.00
	Reimbursable Expenses			\$0.00	\$0.00	\$0.00
	Subcontractor			\$0.00	\$0.00	\$0.00
	<b>Total: Construction</b>	<b>\$41,900.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
4	<b>Close Out</b>	<b>\$6,900.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTALS</b>		<b>\$108,600.00</b>		<b>\$26,500.00</b>	<b>\$5,300.00</b>	<b>\$21,200.00</b>
					<b>Total Due Olsson</b>	<b>\$21,200.00</b>

As Project Manager, I hereby certify that the Quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications

PROJECT

ENGINEER: \_\_\_\_\_

Date: 3/12/2021

Olsson

APPROVED\*: \_\_\_\_\_

Date: 3/16/2021

\* Approved for payment as per Project Engineer's certification

NDOT Project Engineer

APPROVED: \_\_\_\_\_

Date: \_\_\_\_\_

Airport Sponsor

# Certificate of Insurance

**Named Insured:** Individual Members of the United States Parachute Association  
**Company:** Starr Indemnity & Liability Company  
**Policy Number:** 1000640365-02  
**Effective Date:** 12:01 AM March 1, 2021  
**Expiration Date:** 12:01 AM March 1, 2022

This Certificate does not amend, extend or otherwise alter the terms and conditions of the policies referred to herein

<u>Membership Jump Coverage at a USPA Drop Zone</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage Liability:	\$ 50,000	Per Occurrence
	\$1,000,000	Aggregate

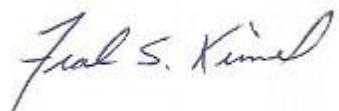
**Location:** Crete, NE

**Additional Insured only as Respects Operations of the named insured:**

**Crete Municipal Airport  
City of Crete/ Crete Airport Authority**

with whom we agree, if possible, to notify 30 days before date of cancellation if policy should be cancelled, but the Company shall not be liable in any way for failure to give such notice.

**Kimmel Aviation Insurance Agency, Inc.  
442 Airport Road  
Greenwood, MS 38930**



**Authorized Representative**

# **Operating Agreement between Skydive Atlas and Crete Municipal Airport and it's Airport Authority**

The Crete Municipal Airport Authority and Skydive Atlas Skydiving School hereby agree to the operation of Skydive Atlas at the Crete Municipal Airport.

**First and foremost all operations will consider pilot and jumper safety the highest priority.**

- Skydive Atlas will operate under the principles and regulations provided for the safety of skydiving and airport operations by CFR 14, Part 105 as well as FAA Advisory Circular 105-2E, the current USPA Skydiver's Information Manual and the Department of Aeronautics.
- Customer Safety and Designated Customer Area briefings will be executed 3 times... during the phone reservation, by email notification and during the on-site check-in process.
- During times of high activity at the airport Skydive Atlas will designate and identify a Ground Marshal or Marshals to manage unauthorized customer roaming and activity on the Crete Municipal Airport.
- Skydive Atlas will provide their USPA Insurance Coverage.
- Paragraphs 2-4 of the Skydive Atlas Customer Waiver form will include the City of Crete, Crete Airport Authority, the Airport Manager and any operator or pilot on the Crete Municipal Airport. Skydive Atlas agrees to consider other changes to their Customer Waiver that the Department's legal counsel may, from time to time, advise.
- Skydive Atlas will lease office space to conduct business out of. The office will be professional and kept clean and maintained.
- The Crete Municipal Airport Authority and Airport Manager will work with Skydive Atlas to provide utilities (water, sewer and electricity) if there is sufficient demand and they are reasonably possible to supply.
- Skydive Atlas will provide Porta-Potties for its customers and employees which may remain at the airport during the busy season and will be secured to the ground and do not detract from the airport's landscape.
- Skydive Atlas may operate at the Crete Municipal Airport starting in April 2021 contingent on proper communications with the airport board and the Airport Manager as well as strict adherence to all other stipulations of this agreement.
- Skydive Atlas will notify the Airport Manager and file FAA Notams as to the status of skydiving operations at the beginning of each operational day.
- Skydive Atlas will maintain the jumpers' landing areas.
- Daily operations agenda may include but will not be limited to:
  1. Office unit and Porta-potties to be clean & maintained.
  2. Skydive Atlas will communicate with crop dusters and other pilots as to the operation's workload for the day and address safety concerns immediately and throughout the day.
  3. Planes will arrive and be prepared for daily activities.
  4. Planes will be fueled as needed throughout the day.

5. Skydive Atlas aircraft will comply with the published traffic pattern for the Crete Municipal Airport and recognize Runway 13/31 as the Calm Wind Runway when winds are at or less the three (3) knots.
  6. Customers/Students arrive, complete paperwork, watch waiver video and be informed of Designated Customer Areas at the airport.
  7. Customers/Students receive training for the skydiving activity.
  8. Customer/Students and instructors will load the plane.
  9. Pilot will stay in contact with manifest coordinator, ATC for takeoff & landing and will announce skydiving activity prior to exit of aircraft.
  10. Pilot, Skydive Instructor, Students and Customers will make their way back to the jumpers' landing area and to the mobile office unit.
    - a. The use of Golf Carts and/or All-Terrain Vehicles will be limited to use by licensed drivers on concrete, asphalt or graveled surfaces.
  11. Instructors will debrief customers/students.
  12. Customers may wait for pictures and videos.
  13. Processes 4 through 11 will repeat throughout the day.
  14. Skydive Atlas will clean up litter and trash related to the clubs activities at the end of each operational day and will retain trash collection services if necessary.
- The Airport Manager shall have the discretion and authority to temporarily suspend the daily activities of Skydive Atlas for reasons including but not limited to conflicts between the Airport Manager and Skydive Atlas over safety concerns or violations of this Operating Agreement. Any temporary suspension shall continue in full force and effect until the matter can be addressed by the Department at their next regular meeting.
  - The Crete Municipal Airport Authority shall have authority to terminate this agreement and halt all skydive operations at Brewster Airfield. Upon termination, Skydive Atlas shall have thirty (30) days to remove their property from the premises.
  - Safety and operating issues will be addressed by the Airport Manager, Board members, pilots and Skydive Atlas officials on a continuing basis.

**In Witness Whereof the parties hereto execute this agreement on the \_\_\_\_ day of \_\_\_\_\_**  
 \_\_\_\_\_ .

\_\_\_\_\_  
**Crete Municipal Airport Board Members**

\_\_\_\_\_  
**Sean Tillery, Principle, Skydive Atlas**

ATTEST:  
 \_\_\_\_\_

# SKYDIVE ATLAS AGREEMENT

In consideration of Skydive Atlas allowing the undersigned, hereinafter referred to as the "Participant", to utilize the facilities and participate in activities, including but not limited to skydiving, parachuting, aviation, ground transportation and other ancillary activities of Skydive Atlas it is agreed that:

1. Assumption of Risk

The participant knows and understands that skydiving, parachuting and all aspects of aviation associated with these activities present risks of permanent catastrophic injuries, or death. The participant understands the scope, nature, and extent of the risks and voluntarily chooses to incur such risk. (Initials Here)

2. Exemption from Liability

The Participant releases Skydive Atlas LLC, Sean Tillery, Silverfish LLC, Nebraska Skydiving School LLC, the City of Crete, the City of Crete Airport Authority, the Airport Manager, the United States Parachute Association ("U.S.P.A.") and manufacturers, distributors and dealers of skydive equipment, associations, operators, officers, servants, employees, lessors, and pilots utilizing the airport from any and all liability, claims, loss or injury to the Participant or the Participant's property while upon the premises, aircraft, or vehicles of Skydive Atlas or while participating in any of the activities contemplated by this Agreement; whether such loss, damage or injury results from the negligence of Skydive Atlas, its operators, officers, agents, servants, employees or lessors or from any other cause. It is acknowledged that the \_\_\_\_\_, is in no way involved or connected with the operation, business, or facilities of \_\_\_\_\_ but merely leases to Skydive Atlas LLC real property upon which Skydive Atlas conducts its business.

(Initials Here)

3. Covenant Not to Sue

The Participants agrees never to institute any suit or action at law, equity, or otherwise against Skydive Atlas LLC, Sean Tillery, Silverfish LLC, Nebraska Skydiving School LLC, the City of Crete, the City of Crete Airport Authority, the Airport Manager, USPA, or any of the operators, officers, agents, servants, employees, lessors of these entities and associations or any pilots utilizing the airport. The Participant further agrees not to initiate or assist in the prosecution of any claim for damages or causes of action which the Participant, the Participant's heirs, executors or administrators hereafter may have by reason of injury to the person or property of the Participant arising from the activities contemplated by this Agreement.

(Initials Here)

4. Indemnity Against Claims

The Participant will indemnify, save and hold harmless Skydive Atlas LLC, Sean Tillery, Silverfish LLC, Nebraska Skydiving School LLC, the City of Crete, the City of Crete Airport Authority, the Airport Manager, U.S.P.A, and all operators, officers, agents, servants, employees or lessors of these entities' and associations or any pilots utilizing the airport from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Participant while engaged in the activities contemplated by the Agreement.

(Initials Here)

5. Obligation to Pay Expenses

The Participant agrees to pay all the litigation costs of all the persons and entities identified in the Agreement, including all attorney fees, court costs, and disbursements incurred in any action or suit arising from or in part from any of the activities contemplated by this Agreement.

(Initials Here)

6. Continuation of Obligations

The Participant agrees and acknowledges the terms and conditions of the foregoing assumption of risk. Exemption from liability, covenant not to sue, indemnity against third party claims, and obligation to pay expenses shall continue in effect at all times during which the Participant participates, either directly or indirectly, in the activities of Skydive Atlas, and shall be binding upon the Participant's or his/her estate's heirs, executors and administrators.

(Initials Here)

By signing below, the Participant acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed there, and has freely accepted the provisions of the foregoing paragraphs relating to assumption of risk, exemption from liability, covenant not to sue, indemnity against claims, obligation to pay expenses, and continuation of obligations. The Participant should not sign this Agreement if he or she does not fully understand the above provisions. By signing this agreement you are giving up any right you may have now or in the future to sue the above identified persons and entities. If you or anyone else commences a lawsuit against any of the entities or persons identified above, you will be required to pay any judgment and all the legal expenses including attorney's fees of those sued. If you have any questions concerning the terms and conditions of this Agreement, you should consult a lawyer prior to executing this Agreement or participating in the activities contemplated by this Agreement.

(Initials Here)

### Representation and Warranties

The Participant warrants that if he or she is not using parachute equipment provided by Skydive Atlas, that the equipment used fully complies with all applicable Federal Aviation Regulations.

(Initials Here)

The Participant represents and warrants that it is incumbent upon him or her to ascertain his mental and physical capability to participate in the above mentioned activities safely, and represents and warrants that he is not under treatment nor has ever been under treatment for any mental or physical infirmity that would prevent him or her from safely participating in the above mentioned activities.

(Initials Here)

By way of acceptance of this agreement, the Participant has affixed his or her signature this \_\_\_\_ day of \_\_, 20 \_\_\_\_.

Signature: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Weight \_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Witness Name: \_\_\_\_\_

### In Case of Emergency

Print Name: \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

**For Official Use Only**

**Office Use Only**

Number of Jumps: \_\_\_\_\_ U.S.P.A. Member. No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Reserve Date: \_\_\_\_\_ U.S.P.A. License No.: \_\_\_\_\_

**FACT SHEET**

We appreciate your interest in the sport of skydiving. Our goal is to promote the growth and integrity of skydiving. It is important to read the following information and answer all questions. Each individual is required to complete this fact sheet and return it to our manager prior to orientation for the first jump course.

We request that you be aware of and acknowledge the following **facts**:

A. All phases of skydiving, aviation, and related activities are dangerous and can result in serious injury and can be fatal.

(Initial here)

B. You are totally responsible for your own personal safety while engaged in any phase of skydiving, aviation, and related activities.

(Initial here)

C. We do not assume the responsibility for your personal safety or well-being at any time during your participation in any phase of skydiving, aviation, and related activities. (Initial here)

Skydiving is not a passive sport; the jumper must perform specific functions of judgment and equipment in a limited amount of time. There are no exceptions. The rules of skydiving, although straightforward, are not common in ordinary experience and may be difficult to accept. Therefore, please answer the following questions:

1. Do you realize that you can die as a result of your participation in any phase of skydiving, aviation, and related activities?

\_\_\_\_ Yes \_\_\_\_ No

2. Do you realize that minor and major injuries can result from your participation in any phase of skydiving, aviation, and related activities?

\_\_\_\_ Yes \_\_\_\_ No

3. Are you willing to risk your life while participating in skydiving, aviation, and related activities?

\_\_\_\_ Yes \_\_\_\_ No

4. Are you willing to risk minor and major injuries to any or all parts of your body while participating in skydiving, aviation, and related activities?

\_\_\_\_ Yes \_\_\_\_ No

5. Are you interested in pursuing skydiving as a hobby/sport?

\_\_\_\_ Yes \_\_\_\_ No

6. Are you interested in only making a single jump?

\_\_\_\_ Yes \_\_\_\_ No

7. How did you learn of our parachute/skydiving club? If from a friend or individual, please tell us who.

\_\_\_\_\_

Your Name: \_\_\_\_\_ Occupation: \_\_\_\_\_ Address: \_\_\_\_\_ Employer: \_\_\_\_\_

Business Phone (\_\_\_\_) \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_ have read and understand all the information contained on this fact sheet.

(Clearly print full name)

I also know that I may be asked to sign contracts with the appropriate groups and corporations in order that I might be permitted to participate in the sport of skydiving and its related activities.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# UninsUred United ParachUte technologies, llc TANDEM

## PARACHUTE JUMPER AGREEMENT

**This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.**

\*Initial

In consideration of the Uninsured United Parachute Technologies, LLC, doing business as UPT Vector, and \_\_\_\_\_, hereinafter referred to as "Corporation", allowing me the privilege of utilizing a dual-harness, dual container parachute pack assembly (also known as a "tandem parachute system"), designed, manufactured and/or assembled by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector, for the purpose of performing an intentional parachute jump, I agree that:

\*Initial

**1) Representations, Warranties, & Assumptions of Risk:** I understand that parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and the parachute system, and that neither the airplane nor the parachute system can be guaranteed to function perfectly. I understand that the airplane and the parachute system are both subject to mechanical malfunctions as well as operator error. I freely, voluntarily and expressly choose to assume all risks inherent in parachute jumping, including, but not limited to, risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper an/or negligent operation and/ or use of the equipment, for and in consideration of the thrill of participation in this activity, understanding full well that those risks may include personal injury, property damage, and/or death.

\*Initial

**2) Exemption and Release from Liability:** I exempt and release the following persons and organizations:

\*Initial

**(A)** The Corporations and their officers, directors, agents, servants, employees, shareholders, and other representatives;

\*Initial

**(B)** Manufacturers, designers, and suppliers of component equipment incorporated in the dual-harness, dual-container parachute pack assembly to which I will be attached during my intentional parachute jump;

\*Initial

**(C)** Owners, suppliers, and operators of aircraft from which

I am to make my intentional parachute jump;

\*Initial

**(D)** The owner of the dual-harness, dual-container parachute pack assembly, and any of its components, to which I will be attached during my intentional parachute jump;

\*Initial

**(E)** The operator ("parachutist in command") of the dual-harness, dual-container parachute pack assembly to which I will be attached during my intentional parachute jump;

\*Initial

**(F)** If I am making my intentional parachute jump at or near a parachuting/skydiving facility, the owners and operators of that facility, as well as their officers, directors, agents, servants, employees, shareholders, and other representatives;

\*Initial

**(G)** The owners and lessees, if any, of land upon and from which the parachute jumping and related aircraft operations are conducted; and

\*Initial

**(H)** The Toll-Free Skydiving Network, Inc., Uninsured (800) Skydive Leasing Corp., Uninsured (888) Skydive Leasing Corp., Uninsured (877) Skydive Leasing Corp., 1-800 FREEFALL, and any and all other skydiving referral service business entities, and/or owners of fictitious name entities which I may have used in locating and/or deciding upon a parachuting/skydiving facility or other location at which to perform an intentional parachute jump.

\*Initial

**(I)** Any other person and/or organization which is or may be liable for any loss or injury to me and or my property, or my death, arising out of my participation in any of the activities covered by this Agreement (as defined below);

\*Initial

From any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, whether occurring while I am training and/or preparing for my intentional parachute jump, while I am present in aircraft from which the jump is to be made, while I am making my intentional parachute jump, or while I am engaged in related activities (hereafter referred to as "activities covered by this Agreement"), whether such loss, damage, injury, or death results from the negligence and/or other fault, either active or passive of any of the persons and/or organizations described in paragraphs 2(A)-(I) above, or from any other cause.

\*Initial

**3) Covenant Not to Sue:** I agree never to institute any suit or action at law or otherwise against any of the organizations and/ or persons described in paragraph 2(A) through (I) above, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause. I further expressly agree that I will never raise any claim against any of the organizations and/or persons described in paragraph 2(A) through (I) above for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A) through (I) above, nor shall they initiate or assist the prosecution of any claim for damages of cause of action which I, my heirs, ex- ecutors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arises from the activities covered by this Agreement, whether caused by the negligence an/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause, I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. Should any suit or action at law or otherwise be instituted in violation of this Agreement against any of the organizations and/or persons described in paragraph 2(A) through (I) above, I agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

\*Initial

**4) Indemnity Against Claims:** I will indemnify, defend, save and hold harmless the organizations and/or persons described in paragraph 2(A) through (I) above from any and all losses, claims, actions or proceedings of every kind and character, including at- torneys' fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the activities covered by the Agreement, whether resulting from the negligence and/or other fault, either active or passive, or any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause.

\*Initial

**5) Validity of Waiver:** I understand that if I institute or any- one on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the organizations and/or persons described in paragraph 2(A)

through (I) above because of injury to my person or property, or my death, due to the activities covered by this Agreement, this Agreement can and will be used in court, and that such agreements have been upheld in courts in similar circumstances.

\*Initial

**6) Representations and Warranties as to Medical Condi- tion:** I represent and warrant that (a) I have no physical infirmity, except those listed below, am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any other of the following: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure; (b) I am not under any medication of any kind at the present time; and (c) I do/do not (strike one) wear corrective lenses. If I am prescribed corrective lenses, I agree to wear them during my intentional parachute jump.

(list infirmities, if not, state "none")

\*Initial

**7) Waiver of Jury Trial/Applicable Law/Venue/Headings:** I agree that the law of the State of Florida shall apply to issues involving the construction, interpretation, and validity of this Agree- ment, and that Florida law shall govern any dispute between the parties arising from the activities covered by this Agreement. In the event this Agreement is violated and suit is brought against any of the organizations and/or persons described in paragraph 2(A) through (I) above, I waive my right to a jury trial, and agree that Volusia County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement. I agree that the headings and sub-headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

\*Initial

**8) Severability/Multiple Waivers:** I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the activities covered by this Agreement, I agree that the agree- ment which provides the most protection from liability and/or suit to the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector shall be enforceable against me by the Uninsured United Parachute Technologies, LLC,. d/b/a UPT Vector.

\*Initial

**9) Continuation of Obligations:** I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future at all times during which I participate in the activities covered by this

Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement I have signed.

\*Initial

**10)** Viewing of Videotape: I have viewed and I warrant that I fully understand the accompanying "Tandem Vector Waiver" video tape.

\*Initial

I freely and voluntarily agree to all of the above by signing this

contract on the \_\_\_\_\_ day of

\_\_\_\_\_ (day) (month and year)

at \_\_\_\_\_ (location) .

**JUMPER:** (Please Print Neatly)

Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Driver's License Number:

\_\_\_\_\_

Age: \_\_\_\_\_ Birthdate:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone #:

\_\_\_\_\_

Witness:

\_\_\_\_\_

**\*Please read each paragraph carefully. Your initial indicates you understand and agree to all of the information and terms contained therein.**



April 13, 2021

Mr. Blaine Spanjer  
Crete Airport Authority  
P.O. Box 86 / 243 East 13<sup>th</sup> Street  
Crete, NE 68333-0086

RE: Crete Municipal Airport  
Crete, Nebraska  
AIP Project No. 3-31-0022-014  
Olsson No. 020-2055  
Contract Award

Mr. Spanjer,

On April 13, 2021, two bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

	Hackel Construction, Inc. Ord, NE	Acterra Group, Inc. Marion, Iowa	Engineer's Estimate
Total Bid	\$647,009.89	\$1,059,995.00	\$724,248.00

No errors in calculations were found in the bid proposals received.

Hackel Construction, Inc of Ord, Nebraska was the low bidder. Their bid amount was 10.7% less than the engineer's estimate.

Hackel Construction, Inc. provided a 5% bid bond as a bid guaranty in accordance with the contract documents.

Hackel Construction, Inc. met the Bidder Qualification requirements listed in the Instructions to Bidders, page IB-5.

No Addendums were issued as part of the bidding process.

The project included a DBE Goal of 2.9%. All bidders were unable to meet the DBE Goal and both proposals indicated a Good Faith Efforts (GFE).

Hackel Construction, Inc. committed to a minimum of 0.39% and Acterra Group committed to a minimum of 0.005% DBE Utilization. Both bidders reached out to multiple DBE bidders and were only able to find DBE Subcontractors to install barricades as part of this project.

Further discussion with Hackel Construction indicates that DBE subcontractors / suppliers were not interested in the project due to the small project quantities of qualifying work they were certified to complete in addition to current workloads.

Olsson has reviewed the Good Faith effort included in Hackel Construction, Inc proposal. In conjunction with both bidders unable to meet the DBE goal, Olsson's finds the GFE provided by Hackel Construction, Inc. acceptable. Hackel Construction, Inc. will be held to a minimum of 0.39% DBE utilization for the project as indicated in their proposal. All Roads Barricades who are certified by Nebraska Department of Transportation (NDOT) will provide and install barricades on the project.

Hackel Construction, Inc.'s Buy American Certification indicated their full compliance, and no waiver was requested. See attached forms.

The low bidder was not found on the Debarred Prime or Subcontractors List, found at: [www.sam.gov](http://www.sam.gov).

A tentative list of subcontractors was included in the bid proposal and subcontractors included on the list completed work on other various airport projects.

Hackel Construction, Inc. has constructed multiple FAA Fuel Projects on several Nebraska airports, and they are qualified to do the work.

Olsson has thoroughly evaluated the bids, Good Faith Effort, and has determined Hackel Construction, Inc. to be responsive and responsible and that the contract price is considered fair and reasonable.

The Crete Airport Authority intends to fully review Olsson's recommendation to award letter and contractor's proposals at their April 15, 2021 special meeting. It is Olsson's understanding the Authority intends to award the contract to Hackel Construction, Inc. of Ord, Nebraska upon FAA and NDOT concurrence.

The following items are enclosed:

1. Bid tabulation with engineer's estimate
2. Low bidder's complete proposal form, which includes:
  - a. Buy American Certification Form
  - b. Buy American Waiver Request Form
  - c. DBE Utilization Statement
  - d. DBE Letter of Intent
3. Plan Holder's List

Please advise when the contract documents can be issued.

Sincerely,



Chris Corr, P.E.  
Project Engineer

cc: Anna Lannin (NDOT), Steve Whitton (FAA)

**BID TABULATION**

Bid Opening Date: April 13, 2021 - 2:00 PM  
 Crete Municipal Airport, Crete, Nebraska

Construct Aboveground 100LL AVGAS Fuel & Jet-A Fuel Facility, and Credit Card Reader  
 AIP Project No. 3-31-0022-014  
 Olsson Project No. 020-2055

CONTRACTOR					Hackel Construction, Inc. Ord, Nebraska		Acterra Group Marion, Iowa		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	C-102	Erosion Control Blanket (NDOT Class 1D)	100	SY	\$7.68	\$768.00	\$12.00	\$1,200.00	\$16.00	\$1,600.00
2	C-105	Mobilization [N.T.E. 10%]	1	LS	\$50,546.40	\$50,546.40	\$61,055.00	\$61,055.00	\$60,000.00	\$60,000.00
3	P-101	Concrete Pavement Removal	334	SY	\$22.60	\$7,548.40	\$86.00	\$28,724.00	\$22.00	\$7,348.00
4	P-152	Unclassified Excavation [Established Quantity]	150	CY	\$22.60	\$3,390.00	\$107.00	\$16,050.00	\$50.00	\$7,500.00
5	F-162	Chain-Link Fence Removal	60	LF	\$22.60	\$1,356.00	\$30.00	\$1,800.00	\$10.00	\$600.00
6	F-162	4' High Chain-Link Fence	60	LF	\$31.64	\$1,898.40	\$66.00	\$3,960.00	\$100.00	\$6,000.00
7	F-162	8' High Chain-Link Fence with 3-Stranded Barb Wire Extension	138	LF	\$56.50	\$7,797.00	\$80.00	\$11,040.00	\$125.00	\$17,250.00
8	F-162	4' Wide Chain-Link Walk Gate	2	EA	\$565.00	\$1,130.00	\$362.00	\$724.00	\$250.00	\$500.00
9	T-901	Seeding	100	SF	\$4.52	\$452.00	\$12.00	\$1,200.00	\$16.00	\$1,600.00
10	15100	10,000 Gallon Pre-Engineered Aboveground 100LL AVGAS Fuel System	1	LS	\$182,223.30	\$182,223.30	\$314,163.00	\$314,163.00	\$200,000.00	\$200,000.00
11	15100	Credit Card Reader	1	LS	\$27,225.09	\$27,225.09	\$33,825.00	\$33,825.00	\$25,000.00	\$25,000.00
12	15100	Fire Extinguisher with Metal Cabinet	3	EA	\$452.00	\$1,356.00	\$334.00	\$1,002.00	\$850.00	\$2,550.00
13	15100	Fuel Containment Spill Response Kit	1	LS	\$2,260.00	\$2,260.00	\$1,175.00	\$1,175.00	\$1,200.00	\$1,200.00
14	15100	AVGAS Fuel Testing Equipment	1	LS	\$565.00	\$565.00	\$535.00	\$535.00	\$2,500.00	\$2,500.00
15	15200	10,000 Gallon Pre-Engineered Aboveground Jet-A Fuel System	1	LS	\$220,296.30	\$220,296.30	\$325,672.00	\$325,672.00	\$225,000.00	\$225,000.00
16	15200	Jet-A Fuel Testing Equipment	1	LS	\$565.00	\$565.00	\$3,020.00	\$3,020.00	\$2,500.00	\$2,500.00
17	33000	AVGAS Fuel Tank Footing	1	LS	\$17,345.50	\$17,345.50	\$9,800.00	\$9,800.00	\$30,000.00	\$30,000.00
18	33000	Jet-A Fuel Tank Footing	1	LS	\$17,345.50	\$17,345.50	\$9,800.00	\$9,800.00	\$30,000.00	\$30,000.00
19	33000	5" Portland Cement Concrete Pavement	250	SY	\$136.62	\$34,155.00	\$295.00	\$73,750.00	\$100.00	\$25,000.00
20	33000	6" Portland Cement Concrete Pavement	64	SY	\$165.50	\$10,592.00	\$455.00	\$29,120.00	\$100.00	\$6,400.00
21	E1-Ex	Fuel Tank Electrical System, Including all Necessary Incidentals to compete Entire Electrical System	1	LS	\$45,200.00	\$45,200.00	\$108,395.00	\$108,395.00	\$55,000.00	\$55,000.00
22	Olsson 100	Construction Layout and Stakes	1	LS	\$1,356.00	\$1,356.00	\$4,195.00	\$4,195.00	\$2,500.00	\$2,500.00
23	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$2,825.00	\$2,825.00	\$6,465.00	\$6,465.00	\$2,500.00	\$2,500.00
24	Olsson 102	6" Steel Pipe Bollard	13	EA	\$678.00	\$8,814.00	\$1,025.00	\$13,325.00	\$900.00	\$11,700.00
<b>TOTAL</b>					\$647,009.89		\$1,059,995.00		\$724,248.00	
DBE Participation (2.9% goal)					Good Faith Effort, Committed to a minimum of 0.39% DBE Utilization		Good Faith Effort, Committed to a minimum of 0.005% DBE Utilization			
Bid Guarantee:					5% Bid Bond		5% Bid Bond			
Addendum No.: None					None		None			
Remarks:										

**CRETE, NEBRASKA  
CREETE MUNICIPAL AIRPORT  
AIP PROJECT NO. 3-31-0022-014**

**PROPOSAL FORM**

**ALL PAGES (1-14) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING**

TO: Crete Airport Authority      THE BID OF Hackel Construction, Inc.  
Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	C-102	Erosion Control Blanket (NDOT Class 1D)	100	SY	\$7.68	\$768.00
2	C-105	Mobilization [N.T.E. 10%]	1	LS	\$50,546.40	\$50,546.40
3	P-101	Concrete Pavement Removal	334	SY	\$22.60	\$7,548.40
4	P-152	Unclassified Excavation [Established Quantity]	150	CY	\$22.60	\$3,390.00
5	F-162	Chain-Link Fence Removal	60	LF	\$22.60	\$1,356.00
6	F-162	4' High Chain-Link Fence	60	LF	\$31.64	\$1,898.40
7	F-162	8' High Chain-Link Fence with 3-Stranded Barb Wire Extension	138	LF	\$56.50	\$7,797.00
8	F-162	4' Wide Chain-Link Walk Gate	2	EA	\$565.00	\$1,130.00
9	T-901	Seeding	100	SF	\$4.52	\$452.00
10	15100	10,000 Gallon Pre-Engineered Aboveground 100LL AVGAS Fuel System	1	LS	\$182,223.30	\$182,223.30
11	15100	Credit Card Reader	1	LS	\$27,225.09	\$27,225.09
12	15100	Fire Extinguisher with Metal Cabinet	3	EA	\$452.00	\$1,356.00
13	15100	Fuel Containment Spill Response Kit	1	LS	\$2,260.00	\$2,260.00
14	15100	AVGAS Fuel Testing Equipment	1	LS	\$565.00	\$565.00
15	15200	10,000 Gallon Pre-Engineered Aboveground Jet-A Fuel System	1	LS	\$220,296.30	\$220,296.30
16	15200	Jet-A Fuel Testing Equipment	1	LS	\$565.00	\$565.00
17	33000	AVGAS Fuel Tank Footing	1	LS	\$17,345.50	\$17,345.50

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
18	33000	Jet-A Fuel Tank Footing	1	LS	\$17,345.50	\$17,345.50
19	33000	5" Portland Cement Concrete Pavement	250	SY	\$136.62	\$34,155.00
20	33000	6" Portland Cement Concrete Pavement	64	SY	\$165.50	\$10,592.00
21	E1-Ex	Fuel Tank Electrical System, Including all Necessary Incidentals to compete Entire Electrical System	1	LS	\$45,200.00	\$45,200.00
22	Olsson 100	Construction Layout and Stakes	1	LS	\$1,356.00	\$1,356.00
23	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$2,825.00	\$2,825.00
24	Olsson 102	6" Steel Pipe Bollard	13	EA	\$678.00	\$8,814.00
<b>TOTAL ESTIMATED COST</b>					<b>\$</b>	<b>647,009.89</b>

1  
2 **ACKNOWLEDGEMENTS BY BIDDER**  
3

- 4 a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities  
5 established by the OWNER are an approximate estimate of the quantities required to fully  
6 complete the Project and that the estimated quantities are principally intended to serve as a  
7 basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment  
8 under this contract will be made only for actual quantities and that quantities will vary in  
9 accordance with the General Provisions subsection entitled "Alteration of Work and  
10 Quantities".  
11
- 12 b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the  
13 documents identified within the Instructions to Bidders. The BIDDER further acknowledges  
14 that each of the individual documents that comprise the Bid Documents are complementary  
15 to one another and together establishes the complete terms, conditions and obligations of  
16 the successful BIDDER.  
17
- 18 c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid  
19 guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price.  
20 The BIDDER acknowledges and accepts that refusal or failure to accept award and  
21 execute a contract within the terms and conditions established herein will result in forfeiture  
22 of the bid guaranty to the owner as a liquidated damage.  
23
- 24 d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to  
25 waive any minor informality in any Bid or solicitation procedure.  
26
- 27 e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for  
28 purposes of review and evaluation and not issue a notice-of-award for a period not to  
29 exceed **90 days** from the stated date for receipt of bids.  
30
- 31 f. The undersigned agrees that upon written notice of award of contract, he or she will  
32 execute the contract within fifteen (15) days of the notice-of-award and furthermore and  
33 provide executed payment and performance bonds within fifteen (15) days from the date of

- 1 contract execution. The undersigned accepts that failure to execute the contract and  
2 provide the required bonds within the stated timeframe shall result in forfeiture of the bid  
3 guaranty to the owner as a liquidated damage.  
4
- 5 g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and  
6 agrees to commence work within ten (10) calendar days of the date specified in the written  
7 "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete  
8 the Project within **45 working days** from the commencement date specified in the Notice-  
9 to-Proceed.  
10
- 11 h. The undersigned acknowledges and accepts that for each and every working day the  
12 project remains incomplete beyond the contract time of performance, the Contractor shall  
13 pay the non-penal amount of \$1,200 per working day as a liquidated damage to the  
14 OWNER.  
15
- 16 i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged  
17 Business Enterprise goal of **2.9%** for this project. The BIDDER acknowledges and accepts  
18 the requirement to apply and document good faith efforts, as defined in Appendix A, 49  
19 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged  
20 Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the  
21 OWNER'S established goal. The BIDDER, in complying with this requirement, proposes  
22 participation by Disadvantaged Business Enterprises as stated on the attached forms,  
23 "Utilization Statement" and "Letter of Intent"  
24
- 25 j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is  
26 subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to  
27 pay prevailing wages for each classification and type of worker as established in the  
28 attached wage rate determination as issued by the United States Department of Labor.  
29 The BIDDER further acknowledges and accepts their requirement to incorporate the  
30 provision to pay the established prevailing wages in every subcontract agreement entered  
31 into by the Bidder under this project.  
32
- 33 k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the  
34 Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has  
35 not submitted a complete compliance report within 12 months proceeding the date of  
36 award. This report is required if the Contractor/Subcontractor meets all of the following  
37 conditions:  
38 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.  
39 2. Has 50 or more employees.  
40 3. Is a prime contractor or first tier subcontractor.  
41 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or  
42 more  
43

#### 44 **REPRESENTATIONS BY BIDDER**

45  
46 By submittal of a proposal (bid), the BIDDER represents the following:  
47

- 48 a. The BIDDER has read and thoroughly examined the bid documents including all  
49 authorized addenda.  
50
- 51 b. The BIDDER has a complete understanding of the terms and conditions required for the  
52 satisfactory performance of project work.  
53  
54

- 1 c. The BIDDER has fully informed themselves of the project site, the project site conditions  
2 and the surrounding area.  
3
- 4 d. The BIDDER has familiarized themselves of the requirements of working on an  
5 operating airport and understands the conditions that may in any manner affect cost,  
6 progress or performance of the work  
7
- 8 e. The BIDDER has correlated their observations with that of the project documents.  
9
- 10 f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project  
11 documents, except as previously submitted in writing to the owner that would affect cost,  
12 progress or performance of the work.  
13
- 14 g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and  
15 regulations pertaining to execution of the contract and the project work.  
16
- 17 h. The BIDDER has complied with all requirements of these instructions and the associated  
18 project documents.  
19

#### 20 **CERTIFICATIONS BY BIDDER**

21

- 22 a. The undersigned hereby declares and certifies that the only parties interested in this  
23 proposal are named herein and that this proposal is made without collusion with any other  
24 person, firm or corporation. The undersigned further certifies that no member, officer or  
25 agent of OWNER'S has direct or indirect financial interest in this proposal.  
26

27 **b. Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**

28 The BIDDER, as a potential federally-assisted construction contractor, certifies that it does  
29 not maintain or provide, for its employees, any segregated facilities at any of its  
30 establishments and that it does not permit its employees to perform their services at any  
31 location, under its control, where segregated facilities are maintained. The BIDDER  
32 certifies that it will not maintain or provide, for its employees, segregated facilities at any of  
33 its establishments and that it will not permit its employees to perform their services at any  
34 location under its control where segregated facilities are maintained. The Bidder agrees  
35 that a breach of this certification is a violation of the Equal Opportunity Clause, which is to  
36 be incorporated in the contract.  
37

38 As used in this certification, the term "segregated facilities" means any waiting rooms, work  
39 areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker  
40 rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or  
41 entertainment areas, transportation, and housing facilities provided for employees which  
42 are segregated on the basis of race, color, religion, or national origin because of habit, local  
43 custom, or any other reason. The Bidder agrees that (except where it has obtained  
44 identical certifications from proposed subcontractors for specific time periods) it will obtain  
45 identical certifications from proposed subcontractors prior to the award of subcontracts  
46 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity  
47 Clause and that it will retain such certifications in its files.  
48

49 **c. Trade Restriction Certification: (49 CFR Part 30)**

50 The Bidder, by submission of an offer certifies that it:

- 51 1. is not owned or controlled by one or more citizens of a foreign country included in the  
52 list of countries that discriminate against U.S. firms published by the Office of the  
53 United States Trade Representative (USTR);  
54

- 1 2. has not knowingly entered into any contract or subcontract for this project with a  
2 person that is a citizen or national of a foreign country on said list, or is owned or  
3 controlled directly or indirectly by one or more citizens or nationals of a foreign  
4 country on said list;  
5 3. has not procured any product nor subcontracted for the supply of any product for use  
6 on the project that is produced in a foreign country on said list.

7  
8 **d. Certificate Regarding Debarment and Suspension (Bidder or Offeror)**

9 By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at  
10 the time the bidder or offeror submits its proposal that neither it nor its principals are  
11 presently debarred or suspended by any Federal department or agency from  
12 participation in this transaction.

13  
14 **e. Certification Regarding Debarment and Suspension (Successful Bidder Regarding  
15 Lower Tier Participants)**

16 The successful bidder, by administering each lower tier subcontract that exceeds  
17 \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered  
18 transaction" under the project is not presently debarred or otherwise disqualified from  
19 participation in this federally assisted project. The successful bidder will accomplish this  
20 by:

- 21 1. Checking the System for Award Management at website: <http://www.sam.gov>  
22 2. Collecting a certification statement similar to the Certificate Regarding Debarment  
23 and Suspension (Bidder or Offeror), above.  
24 3. Inserting a clause or condition in the covered transaction with the lower tier contract

25  
26 If the FAA later determines that a lower tier participant failed to tell a higher tier that it  
27 was excluded or disqualified at the time it entered the covered transaction, the FAA may  
28 pursue any available remedy, including suspension and debarment.

29  
30 **f. Lobbying and Influencing Federal Employees**

31 The bidder or offeror certifies by signing and submitting this bid or proposal, to the best  
32 of his or her knowledge and belief, that:

- 33  
34 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the  
35 bidder or offeror, to any person for influencing or attempting to influence an officer or  
36 employee of an agency, a Member of Congress, an officer or employee of Congress,  
37 or an employee of a Member of Congress in connection with the awarding of any  
38 Federal contract, the making of any Federal grant, the making of any Federal loan,  
39 the entering into of any cooperative agreement, and the extension, continuation,  
40 renewal, amendment, or modification of any Federal contract, grant, loan, or  
41 cooperative agreement.  
42  
43 2) If any funds other than Federal appropriated funds have been paid or will be paid to  
44 any person for influencing or attempting to influence an officer or employee of any  
45 agency, a Member of Congress, an officer or employee of Congress, or an employee  
46 of a Member of Congress in connection with this Federal contract, grant, loan, or  
47 cooperative agreement, the undersigned shall complete and submit Standard Form-  
48 LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

49  
50 This certification is a material representation of fact upon which reliance was placed when  
51 this transaction was made or entered into. Submission of this certification is a prerequisite  
52 for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.  
53 Any person who fails to file the required certification shall be subject to a civil penalty of not  
54 less than \$10,000 and not more than \$100,000 for each such failure.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

- g. Buy American Certification:** (Title 49 U.S.C. Chapter 501)  
As a condition of bid responsiveness, the bidder must indicate how it intends to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.
- h.** The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
- i.** The undersigned agrees to comply with all current and applicable federal, state and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- j.** The undersigned states that they are complying with and will continue to comply with fair labor standards, as defined in Neb. Rev. Stat. § 73-104, (reissue 2016), in the pursuit of their business and in the execution of the contract pursuant to this bid.
- k.** If there is an additional charge for the insurance naming the Crete Airport Authority and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the Crete Airport Authority and the Engineer as an additional insured per the Special Provisions. \$ 60
- l.** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

  - The bidder/offeror is committed to a minimum of **2.9%** DBE utilization on this contract.
  - The bidder/offeror, while unable to meet the DBE goal of **2.9%**, hereby commits to a minimum of 0.39 % DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

**ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS**

The following documents are attached to and made a part of this Bid:

- 1. Bid Guaranty in the form of Bid Bond - 5%;
- 2. Buy American Certification Form: Signature and company name required.

1 3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's  
2 signature on the Letter of Intent is not required to be attached, but must be submitted  
3 within 2 working days of the bid opening.  
4

5 The undersigned agrees to submit the following documents within 5 days of the bid opening.  
6 The undersigned agrees that these documents will be made a part of this Bid.  
7

8 4. Signature from each proposed DBE subcontractor on the previously submitted DBE  
9 "Letters of Intent".  
10

11 5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed  
12 DBE goal is met, submittal of evidence of good faith efforts is not required.  
13

14 The undersigned acknowledges receipt of the following addenda:  
15

16 Addendum Number \_\_\_ dated \_\_\_\_\_  
17

18 Addendum Number \_\_\_ dated \_\_\_\_\_  
19

20 Addendum Number \_\_\_ dated \_\_\_\_\_  
21

22  
23 Business: Hackel Construction, Inc.  
24

By:   
(Signature of Authorized Officer)

Tanner Hackel  
(Printed Name)

25  
26  
27  
28  
29  
30 Address: 47407 808th Road

Title: President

31  
32 City, State, Zip Ord, NE 68862

Federal ID No. 3-31-0022-014

33  
34 Phone 308-728-1222

35  
36 Fax 308-728-1222

37  
38 Email tanner@hackelconstructioninc.com  
39

**Crete Airport GOOD  
FAITH EFFORT**

D/E Contacts	Contact name	City	State	Zip	Phone	Email	Division	Date Contracted	Notes
A Plus Contracting, LLC	Cornelio Trejo	Sutton	NE	68879-0131	(402)984-5024	ncortepo@gmail.com	Concrete Flatwork/Culverts/Landscaping/Erosion Control fencing; seeding/hydromulching	4/4/21	Emailed bid invitation 4/4/21. Called 4/12/21 and they will not submit a bid.
All Road Barricades, Inc	Peggy Shalla	Lincoln	NE	68529-9196	(402)469-2553	jammy@a1lroadsinc.com	Traffic Control/Supplier/Manufacture /Signing/Painting	4/4/21	Emailed bid invitation 4/4/21. Called 4/7/21 and they will submit a bid.
Buka Construction (Benjamin Anyeegbunam DBA)	Ben Anyeegbunam	Omaha	NE	68111	(308)325-1261	bukak1@cox.net	Pavement Patching/Concrete Flatwork/Culverts/Landscape g/Rebar Supply & install/Rebar Install Only/Guardrail & Fence/Retaining Walls/Demolition	4/4/21	Emailed bid invitation 4/4/21. Called 4/12/21 resending plans.
Coleman Construction Company	Freeman Coleman	Omaha	NE	68110-2279	(402)453-1431	freemanc2@msn.com	Grading & Earthwork/ Trucking & Hauling/Pavement Patching/General/Concrete	4/4/21	Emailed bid invitation 4/4/21. Called 4/7/21 and left a voicemail. Called 4/12/21 he said he would look at it.
Anne Duffield Construction, Inc	Anne Duffield	Cedar Rapids	IA	52405-2252	(319) 446-7142	Info@adc.construction	Traffic Control, Pavement Patching, Concrete	4/4/21	Emailed bid invitation 4/4/21. Called 4/7/21 and they are not bidding.
Jamico, Inc	Rebecca Oberle	Nebraska City	NE	68410-0697	(402)209-5014	reba@jamico.net	Concrete Flatwork, Culverts Bridges, Guardrail and Fence, Specialty	4/4/21	Emailed bid invitation 4/4/21. Called 4/7/21 and left a voicemail. Called 4/12/21
Mid States Rebar & Supply, LLC	Anne Duffield	Atkins	IA	52206-9770	(319)364-6474	info@midstatesrebarsupply.com	Rebar Supply and Install, Supplier/Manufacturer	4/4/24	Emailed bid invitation 4/4/21. Called 4/7/21 and they are not bidding.
Contractor Services, Inc.	Rocky Torres	North Platte	NE	69103	308-221-2372	joy@straffic.com	Signs, Painting, Concrete sealing	4/7/21	Emailed bid invitation 4/7/21.
Danielle's Approach, LLC	Danielle Kubes	Norfolk	NE	68701	402-549-3075	dapproachllc@gmail.com	Airport runways & repair	4/4/21	Emailed bid invitation 4/4/21. Called 4/7/21 undecided if bidding.

## Buy American Certification Form for Total Facility

(Title 49 U.S.C. Section 50101)

<b>PROJECT NAME:</b>	<b>Construct Aboveground 100LL AVGAS Fuel &amp; Jet-A Fuel Facility, and Credit Card Reader</b>
<b>AIRPORT NAME:</b>	<b>Crete Municipal Airport</b>
<b>AIP NUMBER:</b>	<b>3-31-0022-014</b>

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder/offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States; or
  - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  - To furnish US domestic product for any waiver request that the FAA rejects.
  - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

April 13, 2021  
\_\_\_\_\_  
*Date*

  
\_\_\_\_\_  
*Signature*

Hackel Construction, Inc.  
\_\_\_\_\_  
*Bidder's Firm Name*

President  
\_\_\_\_\_  
*Title*

## Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

### ***For Airfield Development Projects funded under the Airport Improvement Program***

#### Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(3):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that \_\_\_\_\_ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: \_\_\_\_\_

- Section 50101(b)(4):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

#### Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Firm Name

\_\_\_\_\_  
Title

#### Instructions for Section 50101(b)(3) Waiver:

- "Equipment" in Section 50101 shall mean the following:
  - Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
  - Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
  - A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
  - Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: [http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)
- The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
- Components/subcomponents are the material and products composing the "equipment".
- The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
- All steel used in the "Equipment" must be produced in the United States.
- The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
- The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

#### Instructions for Section 50101(b)(4) Waiver:

- The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

#### North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

**COMPONENT COST CALCULATION TABLE**

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major components of the equipment.
- Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.

Equipment Type: \_\_\_\_\_

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: \_\_\_\_\_  
 Sum of all Equipment Components and Subcomponents: \_\_\_\_\_  
 Percentage of Equipment Components Manufactured in the United States: \_\_\_\_\_  
 Place of Final Assembly: \_\_\_\_\_

Certification Signature  
**I hereby certify the above information is accurate and complete.**

Bidder's Firm Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**UTILIZATION STATEMENT  
(DBE Participation Form)  
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.  
(Please mark the appropriate box and if checking the second box, fill in the blank.)

- The bidder/offeror is committed to a minimum of 2.9% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of 2.9%, hereby commits to a minimum of 0.39 % DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Hackel Construction, Inc.

Bidder's/Offeror's Firm Name

*Jocana Hackel*  
Signature

April 13, 2021

Date

**DBE UTILIZATION SUMMARY**

	<u>Contract Amount</u>		<u>DBE Amount</u>		<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____	x 1.00 =	\$ _____		_____ %
DBE Subcontractor	\$ 2,500.00	x 1.00 =	\$ 2,500.00		<u>0.39</u> %
DBE Supplier	\$ _____	x 0.60 =	\$ _____		_____ %
DBE Manufacturer	\$ _____	x 1.00 =	\$ _____		_____ %
Total Amount DBE			\$ 2,500.00		<u>0.39</u> %
DBE Goal					2.9 %

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**LETTER OF INTENT**  
**Disadvantaged Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

**Bidder/Offer** Name: Hackel Construction, Inc.  
 Address: 47407 808th Road  
 City: Ord State: NE Zip: 68862

**DBE Firm:** DBE Firm: All Road Barricades, Inc.  
 Address: P.O. Box 29196  
 City: Lincoln State: NE Zip: 68529

**DBE Contact Person:** Name: Tammy Bremer Phone: (402) 467-2553

**DBE Certifying Agency:** NDOT Expiration Date: N/A

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:**  Prime Contractor  Subcontractor  Joint Venture  
 Manufacturer  Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
23	Barricades with lights	1	\$2,500.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 2,500.00 Percent of total contract: 0.39 %

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Tammy Bremer President  
 (Signature) (Title)

**In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

## TENTATIVE LIST OF SUBCONTRACTORS

(Final List of Subcontractors To Be Completed With Execution of Contract)

AIP Project: 3-31-0022-014

Airport: Crete Municipal Airport

Location: Crete, Nebraska

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

### PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>Cole Electric</u>	<u>Electrical</u>	<u>\$40,000.00</u>
2. <u>American Fence Company</u>	<u>Fencing</u>	<u>\$20,000.00</u>
3. <u>Garsite</u>	<u>Fuel Facility</u>	<u>\$499,000.00</u>
4. <u>GSEC</u>	<u>Seeding</u>	<u>\$1,080.00</u>
5. <u>All Roads Barricades, Inc.</u>	<u>Barricades</u>	<u>\$2,500.00</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED  COMPANY Hackel Construction, Inc.

BY Jeana Hackel DATE April 13, 2021  
(printed name)

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Hackel Construction Inc.  
47407 808th Road  
Ord, NE 68862

**SURETY:**

(Name, legal status and principal place of business)

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER:**

(Name, legal status and address)

Crete Airport Authority  
2429 County Rd F  
Crete, NE 68333

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Crete Municiple Airport Fuel Facility & Credit Card Reader

Project Number, if any:

3-31-0022-014

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

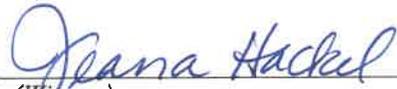
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of April, 2021

  
(Witness)

  
(Witness)

Hackel Construction Inc.

(Principal)

(Seal)

  
(Title)

Granite Re, Inc.

(Surety)

(Seal)

(Title) Thomas L. King, Attorney-in-Fact

Init.



**Plan Holder Report as of 04/13/2021 10:45:16 AM CDT****Olsson, Inc. (Lincoln, NE)**

Crete Airport; Aboveground 100LL AVGAS Fuel &amp; Jet-A Fuel Facility &amp; Credit Card Reader (eBidDoc #7670933)

Contact: Chris Corr (Engineer) / Joyce Ewing  
 Phone: 402-474-6311  
 E-mail: [jewing@olsson.com](mailto:jewing@olsson.com)  
 Bid Date: 04/13/2021 02:00 PM CDT

[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
Dodge Data & Analytics Next Member Numbe 2860 S State Hwy 161 Ste. 160 #501 Grand Prairie, TX 75052	Adam Bouman Phone: 513.666.3354 Fax: 800-768-5594 Email: <a href="mailto:dodge.docs@construction.com">dodge.docs@construction.com</a>	Plan Room	DBE	03/18/2021	eBidDoc	
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	Eric Mills Phone: 800-364-2059 Fax: 866-570-8187 Email: <a href="mailto:content@constructconnect.com">content@constructconnect.com</a>	Plan Room		03/18/2021	eBidDoc	
Acterra Group, Inc. PO Box 160 Marion, IA 52302	Tad Cooper Phone: 319-377-6357 Fax: 319-377-0075 Email: <a href="mailto:tcc@acterragroup.net">tcc@acterragroup.net</a>	Prime Bidder		03/18/2021	eBidDoc	
Goshawk, LLC. 211 N Loop 1604 E Suite 150 San Antonio, TX 78232	Jake Prater Phone: 810-434-7115 Fax: Email: <a href="mailto:jake.prater@tepa.com">jake.prater@tepa.com</a>	Prime Bidder	MBE	03/18/2021	eBidDoc	
Lincoln Builders Bureau 5910 S 58th St, Ste C Lincoln, NE 68516	na Phone: 4024218332 Fax: 4024218334 Email: <a href="mailto:info@buildersbureau.com">info@buildersbureau.com</a>	Plan Room		03/19/2021	eMailed	
Hastings Builders Bureau 301 S Burlington PO Box 1104 Hastings, NE 68901	na Phone: 4024618400 Fax: Email: <a href="mailto:nrundle@hastingschamber.com">nrundle@hastingschamber.com</a>	Plan Room		03/19/2021	eMailed	
Hackel Construction, Inc 47407 808th RD Ord, NE 68862	Tanner Hackel Phone: 3087281222 Fax: 308-728-1222 Email: <a href="mailto:tanner@hackelconstructioninc.com">tanner@hackelconstructioninc.com</a>	Prime Bidder		03/22/2021	eBidDoc	
Seneca Companies, Inc. 4140 E. 14th St. Des Moines, IA 50313	Rowdy O'Grady Phone: (515) 262-5000 Fax: Email: <a href="mailto:rogrady@senecaco.com">rogrady@senecaco.com</a>	Prime Bidder		04/01/2021	eBidDoc	



4/15/2021

<b>ANNUAL INVOICE</b>	<b>HANGAR #</b>	<b>NAME</b>	<b>Insurance Expiration Date</b>	<b>Additional Insured</b>
12/1/2020	<b>E7</b>	<b>Terry Anderson</b>		
4/1/2020	<b>E3</b>	<b>Jesse Angell</b>		
11/1/2020	<b>G4</b>	<b>Cessna 414 LLC</b>		
4/1/2020	<b>FW</b>	<b>John Chase</b>		
6/1/2020	<b>A2</b>	<b>Arlyn Copley</b>		
3/1/2021	<b>E6</b>	<b>Bill Corkle</b>		
5/1/2020	<b>G8</b>	<b>Bill Corkle</b>		
5/1/2020	<b>F2</b>	<b>Carry Crist</b>		
6/1/2020	<b>DW</b>	<b>Tom Demars</b>		
4/1/2020	<b>E4</b>	<b>Eagle Aero</b>		
9/1/2020	<b>C7</b>	<b>Emrich Aerial</b>		
7/1/2020	<b>C1</b>	<b>Samual Greenfield</b>		
2/1/2021	<b>B8</b>	<b>Jaris Hennerberg</b>		
6/1/2020	<b>EW</b>	<b>JD Aviation</b>		
6/1/2020	<b>F1</b>	<b>Drew Jensen</b>		
5/1/2020	<b>B6</b>	<b>Matthew Johnson</b>		
3/1/2021	<b>C5</b>	<b>Brett Jungren</b>		
10/1/2020	<b>D8</b>	<b>Rick Kunze</b>		
4/1/2020	<b>E1</b>	<b>RJ Lehr</b>		
11/1/2020	<b>BW</b>	<b>Jonathon Lopez</b>		
5/1/2020	<b>C2</b>	<b>Pete Mariniello</b>		
4/1/2020	<b>GW</b>	<b>Michael Mitchell</b>		
6/1/2020	<b>A5</b>	<b>More Than Games</b>		
JTO	<b>GE</b>	<b>Jeff Mulbery</b>		
10/1/2020	<b>E8</b>	<b>Paul Mussman</b>		
4/1/2021	<b>A3</b>	<b>Calvin Olson</b>		
7/1/2020	<b>FE</b>	<b>Milo Olson</b>		
10/1/2020	<b>BE</b>	<b>Wayne Riley</b>		
6/1/2020	<b>B3</b>	<b>Darcie Ross</b>		
6/1/2020	<b>A1</b>	<b>Ray Slama</b>		
9/1/2020	<b>A6</b>	<b>Bill Stuckenholtz</b>		
4/1/2020	<b>C3</b>	<b>Bill Stuckenholtz</b>		
11/1/2020	<b>F4</b>	<b>Chris Weaver</b>		
11/1/2020	<b>G1</b>	<b>Chris Weaver</b>		



---

## AIRPORT AUTHORITY MEETING

March 11, 2021 at 8:15 AM

Crete Library Community Room, 1515 Forest Ave

---

### MINUTES

Notice of the meeting was given by publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The board may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

Airport Authority Chair Blaine Spanjer called the meeting to order at 8:27am.

#### 2. Roll Call

Dan Papik: Absent

Kirk Keller: Present

Howard Nitzel: Present

Zoraida Ramos: Present

Blaine Spanjer: Present

Present: 4, Absent: 1.

#### 3. Petitions - Communications - Citizen Concerns

#### 4. Items of Business

##### 4.A. Consider bid for gutter heater.

No action taken.

##### 4.B. Consider Resolution 2021-1AA regarding NDOT Agency Agreement for AIP Project No. 3-31-0022-015-2021.

Introduce Resolution 2021-1AA regarding NDOT Agency Agreement for AIP Project No. 3-31-0022-015-2021. Carried with a motion by Kirk Keller and a second by Howard Nitzel.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye

Aye: 4, No: 0

Pass Resolution 2021-1AA. Carried with a motion by Howard Nitzel and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

4.C. Consider setting a bid opening date for Project 3-31-0022-014-2021.

Set bid opening date of April 13, 2021 at 2:00pm at City Hall and move April meeting date to April 15, 2021. Carried with a motion by Kirk Keller and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

4.D. Consider approval of documents related to acceptance of Project #3-31-0022-014-2021.

Approve documents related to Project 3-31-0022-014-2012 Carried with a motion by Kirk Keller and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

4.E. Review and discuss past due leases.

Discussion was held regarding the former skydiver hangar. The hangar has several maintenance issues. Airport Manager should conduct an inspection to identify repair items. A new FBO lease agreement needs to be prepared. No action taken.

4.F. Update on utility billing.

Blaine Spanjer explained how utility fees are presently calculated and billed. This method may not be the appropriate way to do this. No action taken.

4.G. Discuss Air Method building pipe and electrical issues.

Members discussed contractor quote. Repairs should be completed in-house rather than contracted. No action taken.

4.H. Review and discuss status of lessees' proof of insurance.

Blaine Spanjer will speak with City Attorney regarding modification of the End Unit Lease Agreement. Follow-up letters should be sent to lessees who haven't submitted proof of insurance.

5. Officers' Reports

5.A. Airport Manager Report

5.B. Authority Chair and Member Reports

Howard Nitzel reported that some fencing was broken during snow removal and needs repair/replacement. Some of the runway lighting is in disrepair. The Airport Authority also may need to take action this year regarding tar/sealing/crack program. He also asked where the plan to develop fiberoptic to the airport is at.

Blaine Spanjer reported that the group wanting to develop hangar housing is looking at land along the southwest corner since there is easier utility access there.

6. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Kirk Keller and a second by Howard Nitzel.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye

Aye: 4, No: 0

6.A. Approve Meeting Minutes

6.A.1. Airport Authority meeting minutes of February 11, 2021.

6.B. Accept the City Treasurer's Report

6.C. Approve the Payment of Claims Against the Airport Authority

7. Adjournment

The meeting was adjourned at 9:28am.

Recorded by City Clerk Judi Meyer

CITY OF CRETE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING MARCH 31, 2021

**AIRPORT**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
050-4001	1,045.27	5,349.07	25,000.00	19,650.93	21.4
050-4002	136.16	136.16	1,000.00	863.84	13.6
050-4007	.00	23.21	50.00	26.79	46.4
050-4051	.00	174.02	.00	( 174.02)	.0
050-4102	637.14	43,444.00	.00	( 43,444.00)	.0
050-4107	289.48	4,817.84	9,775.00	4,957.16	49.3
050-4215	( 43.38)	851.42	.00	( 851.42)	.0
050-4904	.00	39,750.37	.00	( 39,750.37)	.0
050-4909	11,780.00	45,590.00	112,700.00	67,110.00	40.5
050-4913	10,993.60	17,584.66	15,500.00	( 2,084.66)	113.5
<b>TOTAL REVENUES</b>	<b>24,838.27</b>	<b>157,720.75</b>	<b>164,025.00</b>	<b>6,304.25</b>	<b>96.2</b>
<b>TOTAL FUND REVENUE</b>	<b>24,838.27</b>	<b>157,720.75</b>	<b>164,025.00</b>	<b>6,304.25</b>	<b>96.2</b>
<u>{EXPENDITURES}</u>					
050-5220	123.50	734.02	1,380.00	645.98	53.2
050-5330	1,223.19	6,453.03	40,000.00	33,546.97	16.1
050-5382	.00	1,982.00	.00	( 1,982.00)	.0
050-5390	11.05	171.01	345.00	173.99	49.6
050-5791	83.96	5,314.33	5,750.00	435.67	92.4
050-5800	.00	420.00	1,725.00	1,305.00	24.4
050-6020	.00	.00	575.00	575.00	.0
050-6190	.00	337.00	.00	( 337.00)	.0
050-6199	3,333.34	16,666.70	53,775.00	37,108.30	31.0
050-7530	1,834.59	9,545.91	18,400.00	8,854.09	51.9
050-8500	.00	250.00	575.00	325.00	43.5
050-9720	.00	10,716.00	15,000.00	4,284.00	71.4
050-9860	.00	2,900.00	1,500.00	( 1,400.00)	193.3
050-9970	.00	.00	21,000.00	21,000.00	.0
050-9971	.00	780.00	4,000.00	3,220.00	19.5
<b>TOTAL EXPENDITURES</b>	<b>6,609.63</b>	<b>56,270.00</b>	<b>164,025.00</b>	<b>107,755.00</b>	<b>34.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>6,609.63</b>	<b>56,270.00</b>	<b>164,025.00</b>	<b>107,755.00</b>	<b>34.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>18,228.64</b>	<b>101,450.75</b>	<b>.00</b>	<b>( 101,450.75)</b>	<b>.0</b>

## Report Criteria:

Invoice Detail.GL account = "0500000"- "0509999"

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
<b>BAUER INSURANCE INC (410)</b>									
1207	1	Invoice	E&O INSURANCE	04/02/2021	04/15/2021	2,380.00		00/00	050-9720
Total BAUER INSURANCE INC (410):						2,380.00			
<b>CITY REVENUE FUND (860)</b>									
03 21	1	Invoice	WATER	04/01/2021	04/15/2021	18.75		00/00	050-7530
Total CITY REVENUE FUND (860):						18.75			
<b>CRETE ACE HARDWARE (1060)</b>									
4657	1	Invoice	SUPPLIES	03/04/2021	04/15/2021	10.63		00/00	050-5330
5506	1	Invoice	SUPPLIES	03/30/2021	04/15/2021	2.50		00/00	050-5330
Total CRETE ACE HARDWARE (1060):						13.13			
<b>CULLIGAN WATER SERVICE (1160)</b>									
03 21	1	Invoice	SOFTNER SALT	03/08/2021	04/15/2021	45.00		00/00	050-7530
Total CULLIGAN WATER SERVICE (1160):						45.00			
<b>ELEVATE AIR SERVICE LLC (1525)</b>									
03 21	1	Invoice	AIRPORT MANAGEMENT	04/01/2021	04/01/2021	3,333.34		04/21	050-6199
0747040710	1	Invoice	OFFICE REMODELING	04/07/2021	04/15/2021	757.67		00/00	050-5330
Total ELEVATE AIR SERVICE LLC (1525):						4,091.01			
<b>NORRIS PUBLIC POWER DISTRICT (3685)</b>									
03 21	1	Invoice	ELECTRICITY	04/01/2021	04/15/2021	771.13		00/00	050-7530
Total NORRIS PUBLIC POWER DISTRICT (3685):						771.13			
<b>OLSSON (3775)</b>									
380817	1	Invoice	FUEL SYSTEM #2	02/24/2021	04/15/2021	21,200.00		00/00	050-2410
Total OLSSON (3775):						21,200.00			
<b>SAPP BROS PETROLEUM (4505)</b>									
IN3420949	1	Invoice	AIR METHODS PROPANE	03/09/2021	04/15/2021	346.50		00/00	050-4215
IN3420950	1	Invoice	SRE PROPANE	03/09/2021	04/15/2021	247.83		00/00	050-7530
Total SAPP BROS PETROLEUM (4505):						594.33			
<b>SEWARD COUNTY INDEPENDENT (4590)</b>									
132420	1	Invoice	BID NOTICE	04/07/2021	04/15/2021	241.83		00/00	050-5390
132691	1	Invoice	MEETING NOTICE	03/31/2021	04/15/2021	11.05		00/00	050-5390
Total SEWARD COUNTY INDEPENDENT (4590):						252.88			
<b>VOSS LIGHTING (5335)</b>									
10204852-00	1	Invoice	HANGAR #2 LIGHTING	03/31/2021	04/15/2021	1,985.97		00/00	050-5330
Total VOSS LIGHTING (5335):						1,985.97			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
<b>WASTE CONNECTIONS OF NEBRASKA (5360)</b>									
1729061	1	Invoice	GARBAGE COLLECTION	04/01/2021	04/15/2021	65.00		00/00	050-7530
1729430	1	Invoice	GARBAGE COLLECTION	04/01/2021	04/15/2021	56.67		00/00	050-7530
Total WASTE CONNECTIONS OF NEBRASKA (5360):						121.67			
<b>WINDSTREAM (5465)</b>									
04 21	1	Invoice	PHONE LINES	04/03/2021	04/15/2021	123.61		00/00	050-5220
Total WINDSTREAM (5465):						123.61			
Grand Totals:						31,597.48			

Report GL Period Summary

GL Period	Amount
04/21	3,333.34
00/00	28,264.14
Grand Totals:	31,597.48

Vendor number hash: 54770  
 Vendor number hash - split: 54770  
 Total number of invoices: 17  
 Total number of transactions: 17

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	31,597.48	.00	31,597.48
Grand Totals:	31,597.48	.00	31,597.48

Report Criteria:

Invoice Detail.GL account = "0500000"- "0509999"