

Public Works Committee Meeting
Tuesday, March 15, 2022 5:00 PM
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. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Provide a recommendation to the City Council on entering into an agreement with Seneca Waste Solutions for the drainage and disposal of old bulk fuel from one of the City's holding tanks.
- 3.B. Provide a recommendation to the City Council on authorizing the Mayor and City Administrator to negotiate property transactions with Doane University.
- 3.C. Discuss quotes for new park bathrooms at City Park.
- 3.D. Discuss sanitary sewer options for West Crete Addition.

4. Officers' Reports

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

5. 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.



24 hr. Dispatch 800-369-5500

Seneca Waste Solutions Time and Materials Estimate

Prepared For: City of Crete, NE
Site Address: 1500 Linden Ave Crete, NE

Prepared By: Grant Raasch
graasch@senecaco.com
515-210-2527
515-322-8156
Date Prepared: 3/1/2022

Estimated Scope/Timeline:

This is for the pump out of around 1,000 gallons of fuel from holding tank.

Labor- Except mountain states	# ea.	Unit Cost	UOM	Units	Total Cost	Description
Technician	2	\$72.00	hr.(ST)	24	\$3,456.00	
Clerical	1	\$60.00	hr.	1	\$60.00	
Total Labor- Midwestern states					\$3,516.00	
TOTAL LABOR					\$3,516.00	

Trucks and Trailers

Utility Support Truck	1	\$25.00	hr.	8	\$200.00
Vacuum Truck – Vane Pump 1,500/3,000 gal.	1	\$70.00	hr.	16	\$1,120.00
Sub-Total					\$1,320.00

TOTAL EQUIPMENT

\$1,320.00

Consumables	# ea.	Unit Cost	UOM	Units	Total Cost	Description
Level D Personal Protective Equipment (PPE)	2	\$45.00	PPE/Man/Day	1	\$90.00	
Manifests	1	\$5.00	ea.	1	\$5.00	
TOTAL CONSUMABLES					\$95.00	

Disposal	# ea.	Unit Cost	UOM	Units	Total Cost	Description
Disposal-Liquid	1,000	\$0.85	Gallon	1	\$850.00	
TOTAL DISPOSAL					\$850.00	

Fuel Surcharge (Equipment)	\$1,320.00	X	18%	\$237.60
Pollution Liability Insurance (Labor & Equipment)	\$4,836.00	X	3%	\$145.08

****TOTAL ESTIMATE \$6,163.68**

****This is a good faith estimate prepared for you for budgetary purposes. By signing below, you understand that actual charges may vary depending on your specific site conditions, and applicable sales tax.**

THIS IS A LEGALLY BINDING AGREEMENT SUBJECT TO SENECA TERMS AND CONDITIONS.
 Accepted By:

 Printed Name

 Authorized Signature

 Date

SENECA TERMS AND CONDITIONS

1. Application. These terms and conditions apply to all of Customer's accounts with any of the Seneca entities including, without limitation, Seneca Companies, Inc, and Seneca Waste Solutions, Inc., [hereinafter "Seneca"]. These terms and conditions represent the entire and integrated terms and conditions between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. These terms and conditions also supersede terms and conditions attached to purchase orders.
2. Payment. All prices are F.O.B. shipping point and subject to change without notice. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear a late payment fee of 1.5% per month (18% per year). All transactions are subject to a \$40.00 minimum billing charge. Customer is responsible for all applicable taxes. Customer shall pay a \$30.00 fee for each check returned for insufficient funds. Payment by credit card may incur additional applicable fees.
3. Returns and Cancellation. All sales to Customer are final and no returns will be allowed except at the discretion and upon terms acceptable to Seneca. Cores must be returned within 30 days of original shipment to be considered for credit.
4. Third Party Payment. Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity that may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
5. Purchase Money Security Interest. Customer grants to Seneca a purchase money security interest in all goods sold to Customer, including all proceeds, accessories, and replacements (collectively "Collateral"). Customer hereby appoints Seneca as its attorney in fact to execute and file any documents necessary to perfect its security interest in the Collateral. Customer shall not grant a security interest in the Collateral to any other party and shall keep the Collateral insured for its replacement value, naming Seneca as a loss payee and additional insured. The Collateral shall not be removed or moved except upon notice to Seneca. If Customer fails to pay Seneca in a timely manner, Customer consents to and authorizes Seneca to exercise all self-help remedies allowed under law, including without limitation, dismantling and removal of the Collateral or otherwise disabling the Customer's use of the collateral and Seneca shall not be liable for any incidental or consequential damages as a result thereof.
6. Warranties. Seneca sells all goods "as is". All goods sold are warranted only by the manufacturer's warranty, if any, and such warranties are passed from Seneca to the Customer according to the manufacturer's policy. No other warranty, express or implied, is made or intended by Seneca including the warranty of merchantability or fitness for a particular purpose. Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, express or implied, is made or intended by Seneca. Customer warrants that all information provided to Seneca is true and correct and that Customer has disclosed all adverse or unfavorable conditions that may affect this Agreement.
7. Credit Approval. Customer's application for credit is not a guaranty that Seneca will grant such credit. Seneca at its sole discretion can approve or not approve credit for any Customer or project.
8. Termination. Seneca may, without prejudice to any right or remedy, terminate its relationship with customer upon notice to customer.
9. Remedies and Indemnity. In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder, and shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement.
10. Limitation of Liability. Seneca shall be liable only for damages that are a direct result of the negligence of Seneca except that Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed \$50,000 or the total fees payable to Seneca for the particular project, whichever is less, and that Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Any claims, demands, or causes of action against Seneca arising from or related in any manner to this Agreement, or to work, services, goods or products provided by Seneca pursuant to this agreement, must be brought within two (2) years from the date the work, service or provision of goods or products has been completed.
11. Force Majeure. Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
12. Assignment. This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
13. Jurisdiction and Venue. Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
14. Service Level Agreements. Customer and Seneca may enter into Service Level Agreements with any of the Seneca entities which shall also be subject to these Terms and Conditions. Service Level Agreements may include without limitation service orders, purchase orders, proposals, and quotes. This Agreement along with any applicable Service Level Agreements and referenced attachments shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
15. Amendments. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
16. Severability. Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.

Seneca Waste Solutions, Inc.
Fuel Surcharge Calculation Chart

A Fuel surcharge fee for any Seneca Waste Solutions, Inc. vehicle is calculated on equipment usage hours (driving and site time). Fuel surcharge may change weekly based on rapid

<u>FUEL PRICE RANGE</u>	<u>EQUIP. FUEL SURCHARGE PERCENTAGE</u>
\$1.10 to \$1.19	1%
\$1.20 to \$1.29	2%
\$1.30 to \$1.39	3%
\$1.40 to \$1.49	4%
\$1.50 to \$1.59	5%
\$1.60 to \$1.69	6%
\$1.70 to \$1.79	7%
\$1.80 to \$1.89	8%
\$1.90 to \$1.99	9%
\$2.00 to \$2.09	10%
\$2.10 to \$2.19	11%
\$2.20 to \$2.29	12%
\$2.30 to \$2.39	13%
\$2.40 to \$2.49	14%
\$2.50 to \$2.59	15%
\$2.60 to \$2.69	16%
\$2.70 to \$2.79	17%
\$2.80 to \$2.89	18%
\$2.90 to \$2.99	19%
\$3.00 to \$3.09	20%
\$3.10 to \$3.19	21%
\$3.20 to \$3.29	22%
\$3.30 to \$3.39	23%
\$3.40 to \$3.49	24%
\$3.50 to \$3.59	25%



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 643343, Pittsburgh, PA 15264-3343

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1019282233 ABA/Routing: 043000096

Email remittance details to AR@lbfooster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

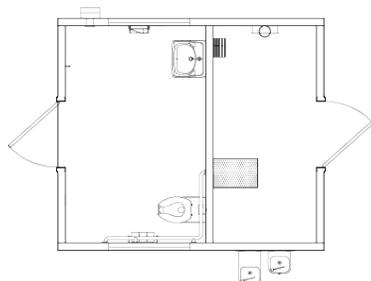
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- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Ozark I with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price				Price per unit	Click to select
Ozark I 10' 6" x 12'				\$	
Added Cost Options:					
Final Connection to Utilities				\$	
Optional Wall Texture - choose one	Split Face Block (\$4,000)	Struck Trowel (\$4,000)	Stone (\$5,000)		
Optional Roof Texture - choose one	Delta Rib			\$	
Insulation and Heater				\$	
Vitreous China Urinal				\$	
Stainless Steel Water Closet & Lavatory				\$	
Stainless Steel Urinal				\$	
Electric Hand Dryer				\$	
Electronic Water Closet Flush Valve				\$	
Electronic Urinal Flush Valve				\$	
Electronic Lavatory Faucets				\$	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt				\$	
Optional Door Closure				\$	
Skylight in Restroom				\$	
Marine Grade Skylight in Restroom				\$	
Marine Package for Extra Corrosion Resistance				\$	
Tile Floor in Restroom				\$	
Fiberglass Entry and Chase Doors and Frames				\$	
2K Anti-Graffiti Coating				\$	
Timed Electric Lock System (does not include chase door)				\$	
Exterior Frostproof Hose Bib with Box				\$	
Paper Towel Dispenser				\$	
Toilet Seat Cover Dispenser				\$	
Sanitary Napkin Disposal				\$	
Baby Changing Station				\$	
CXT Wastebasket				\$	
Total Cost of Selected Accessories from Accessories Price List:					\$
Custom Options:					\$
Engineering and State Fees:					\$
Estimated One-Way Transportation Costs to Site (quote):					\$
Estimated Tax:					\$
Estimated monthly payment on 5 year lease				Total Cost per Unit Placed at Job Site:	\$

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Sage Green
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

Basalt

Mountain Blend

Natural Grey

Romana

Roof Texture Options:

Cedar Shake

Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood

Horizontal Lap

Napa Valley Rock

Split Face Block

Board & Batt

River Rock

Stucco/Skip Trowel

Brick

Flagstone

} Can only be used as bottom texture.

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

Non-locking ADA Handle

Pull Handle/Push Plate

Privacy ADA Latch

Deadbolt Options:

CXT Supplied

Customer Supplied:

_____ Type & Part Number

Accessible Signage Options:

Men

Women

Unisex

Paper Holder Options:

2-Roll Stainless Steel

3-Roll Stainless Steel

Notes:



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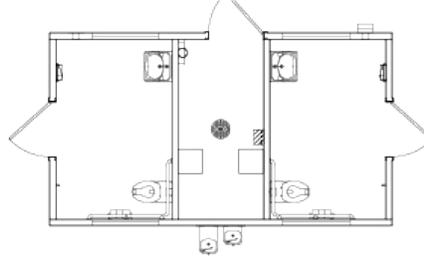
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- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Ozark II with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price

Price per unit

Click to select

Ozark II 10' 6" x 18' 8"

\$

Added Cost Options:

Final Connection to Utilities

\$

Optional Wall Texture -choose one

Split Face Block (\$4,000)

Struck Trowel (\$4,000)

Stone (\$5,500)

Optional Roof Texture

Delta Rib

\$

Insulation and Heater

\$

Stainless Steel Water Closet (each)

Qty:

\$

Stainless Steel Lavatory (each)

Qty:

\$

Stainless Steel Urinal (each)

Qty:

\$

Vitreous China Urinal (each)

Qty:

\$

Electric Hand Dryer (each)

Qty:

\$

Electronic Water Closet Flush Valves (each)

Qty:

\$

Electronic Urinal Flush Valves (each)

Qty:

\$

Electronic Lavatory Faucets (each)

Qty:

\$

Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)

Qty:

\$

Optional Door Closure (each)

Qty:

\$

Skylight in Restroom (each)

Qty:

\$

Marine Grade Skylight in Restroom (each)

Qty:

\$

Marine Package for Extra Corrosion Resistance

\$

Tile Floor in Restroom

\$

Fiberglass Entry and Chase Doors and Frames (each)

Qty:

\$

2K Anti-Graffiti Coating

\$

Timed Electric Lock System (2 doors - does not include chase door)

\$

Exterior Frostproof Hose Bib with Box (each)

Qty:

\$

Paper Towel Dispenser (each)

Qty:

\$

Toilet Seat Cover Dispenser (each)

Qty:

\$

Sanitary Napkin Disposal (each)

Qty:

\$

Baby Changing Station (each)

Qty:

\$

CXT Wastebasket (each)

Qty:

\$

Total Cost of Selected Accessories from Accessories Price List:

\$

Custom Options:

\$

Engineering and State Fees:

\$

Estimated One-Way Transportation Costs to Site (quote):

\$

Estimated Tax:

\$

Total Cost per Unit Placed at Job Site:

\$

Estimated monthly payment on 5 year lease

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

