

**Crete City Council Regular Meeting**  
**Tuesday, April 5, 2022 6:00 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.
- Please stand for the Pledge of Allegiance.

**2. Roll Call**

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

**3. 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 Mayor, a Councilmember, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

**3.A. Approve Meeting Minutes**

- 3.A.1. March 15, 2022 City Council meeting
- 3.A.2. March 15, 2022 Legislative Development Committee meeting
- 3.A.3. March 15, 2022 Public Safety Committee meeting
- 3.A.4. March 15, 2022 Public Works Committee meeting

**3.B. Accept the City Treasurer's Report**

**3.C. Approve the Payment of Claims Against the City**

**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.
- 4.A. Consider approving a special event permit application, with street closures, from the Chamber of Commerce for a Cinco de Mayo celebration at City Park on May 8, 2022 from 12:00 pm to 5:00 pm.**
- 4.B. Consider approving a permit to occupy city right-of-way for Windstream Nebraska from the alley of Block 137 to Doane University.**
- 4.C. Consider entering into an agreement with Stephens & Smith Construction in the amount of \$65,320 for sidewalk repairs and improvements in front of City Hall.**
- 4.D. Consider approving the cost estimate and scope of work for concrete replacement at the City Library and authorizing the solicitation of bids.**

4.E. Consider entering into an agreement with One Billing Solutions for billing and collection services for the Fire Department.

4.F. Consider appropriating an additional \$25,340.33 to have one of the new police cruisers be a police service dog vehicle.

**5. 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.

**6. Officers' Reports**

- Reports may be given by Officers, Departments, Committees, 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.

**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).



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## CITY COUNCIL REGULAR MEETING

March 15, 2022 at 6:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting and 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 Mayor and City Council. 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 City 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.

Those in attendance pledged allegiance to the flag.

#### 1. Open Meeting

#### 2. Roll Call

Kyle Frans: Present  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Dan Papik: Present  
Travis Sears: Present  
Dale Strehle: Present

Present: 6.

#### 3. Consent Agenda

Approve the consent agenda items as presented. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

#### 3.A. Approve Meeting Minutes

##### 3.A.1. March 1, 2022 Public Works Committee minutes

##### 3.A.2. March 1, 2022 City Council minutes

##### 3.A.3. March 1, 2022 Finance Committee minutes

##### 3.A.4. March 1, 2022 Parks & Recreation Committee minutes

**3.B. Accept the City Treasurer's Report**

**3.C. Approve the Payment of Claims Against the City**

**4. Items of Business**

**4.A. Mayoral Proclamation celebrating the 100th Anniversary of Crete Rotary Club.**

City Clerk Jerry Wilcox read a proclamation of the Mayor recognizing the Crete Rotary Club for 100 year of service to the community. Mayor Dave Bauer presented a signed and sealed copy of the proclamation to the Crete Rotary Club members present at the meeting.

**4.B. Consider approving a special event permit application from Southeast Nebraska CASA for a 5k run on April 30, 2022.**

Police Chief Steve Hensel reported that he spoke with the sponsor, and they understand that they can not control traffic but will control the runners at the intersections. City Administrator Tom Ourada reported that the Public Safety Committee met, reviewed the application and recommended approval.

Approve the permit for SE NE CASA to hold a 5k run as a fund raiser. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.C. Consider approving the payment of claims to ACE Hardware in the amount of \$2,231.67**

Approve payment of the claims to Crete Ace Hardware as presented. Carried with a motion by Travis Sears and a second by Dale Strehle.

Dan Papik: Abstain (With Conflict), Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 5, No: 0, Abstain (With Conflict): 1

**4.D. Consider 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.**

City Administrator Tom Ourada explained that one of the bulk fuel tanks needs to be emptied and removed. The remaining fuel is bad and will have to be disposed of as hazardous material. Seneca Companies have provided the quote presented. The Public Works Committee met and discussed the quote/agreement and recommended approval.

Approve the quote/agreement with Seneca Companies for the removal and disposal of fuel from one of the bulk tanks at an estimated cost of \$6,163.68 Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.E. Consider enacting Ordinance 2146: An ordinance relating to nonconforming lots, structures, and uses.**

City Attorney Kyle Manley explained the changes to the code are generally clarifications and providing the City with another avenue of addressing noncompliance in land, building and uses.

City Administrator Tom Ourada reported that the Planning Commission did review the ordinance and requested that it wait until the Comprehensive Planner can review and make a recommendation. The new planner will not be available until May and it is acceptable for the City Council to approve the changes without a recommendation from the Planning Commission. The Legislative Development Committee met, reviewed the ordinance and recommended it be approved.

Introduce Ordinance 2146 and move that the statutory requirement for reading on three separate days be waived. Carried with a motion by Ryan Hinz and a second by Kyle Frans.  
Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

Approve Ordinance 2146 on final reading. Carried with a motion by Ryan Hinz and a second by Kyle Frans.  
Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.F. Consider authorizing the Police Chief to apply for a \$1,770 mini-grant through the Nebraska Department of Transportation to replace the Police Department's preliminary breath testing equipment.**

Police Chief Steve Hensel reported that the preliminary breath testing equipment the department has is beginning to fail and NDOT has a grant to replace 6 of the units. City Administrator Tom Ourada reported that the Public Safety Committee met, reviewed the grant application and recommended the authorization.

Authorize Police Chief Steve Hensel to apply for a grant from the NDOT for \$1,770 to replace 6 preliminary breath analyzers. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.  
Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.G. Consider authorizing the Mayor and City Administrator to negotiate property transactions with Doane University.**

City Administrator Tom Ourada reported that there are properties in and around the Doane campus that were not deeded correctly over 100 years ago. The City plans for a new substation would be included in the property that is in question and Doane has plans for other property that is in question. There is a need to resolve the questions before either project can move forward. The Public Works Committee met and recommend authorization of the negotiations.

Authorize the Mayor and City Administrator to negotiate purchase/swap of property that would be presented to the City Council for final approval. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

#### **4.H. Consider changing the billing company for the Fire Department.**

Table until the next meeting of the City Council. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

#### **4.I. Consider closing city buildings at 4:00 pm on April 1, 2022 for the Mayor's Chili Feed.**

Mayor Dave Bauer would like to request that the City buildings be allowed to close at 4:00 PM on April 1, 2022, for an employee appreciation chili feed that he would like to sponsor.

Approve the closing of City buildings at 4:00 PM on April 1, 2022 for an employee appreciation event sponsored by the Mayor. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

### **5. Petitions - Communications - Citizen Concerns**

#### **6. Officers' Reports**

Police Chief Steve Hensel reported that Officer Sawtelle will be done with field training next week and will begin working solo and that Officer DeHart will be done with the Law Enforcement Training Center next month and will begin field training.

Fire Chief Tod Allen reported that there have been several fire calls with the dry weather, but he is not yet going to stop burning permits due to a few careless individuals.

Council member Ryan Hinz reported that the Food Bank was very large today with traffic backed up for several blocks.

City Administrator Tom Ourada reported the following:

- Code Enforcement Officer Paxton will be going to the Law Enforcement Training Center to become Crete's newest Police Officer so the City is searching for Code Enforcement Officer candidates.
- The Police Department is developing a K-9 budget so that when a dog becomes available we will be ready to move forward.
- There is a property owner south of the City that is interested in providing some property for the development of a new recreation facility.
- Deputy City Clerk-Treasurer Kelsey Sisouvong and HR Coordinator Wendy Thomas are in Grand Island attending the NMCA Clerks' Institutue.

- The annual meeting of NMPP will be in Lincoln next week.
  - The Village of Denton is in need of a utility person, so an inter-local agreement is being developed to help them out until they can hire someone.
  - The estimated Municipal Equalization Funds from the State for next year will be approximately \$85,000 less than this year.
- Mayor David Bauer welcomed Boy Scout Troop 212 and their leaders to the meeting and invited them to stay afterward for some discussion on how the City government works.

## 7. Adjournment

The meeting adjourned at 6:35 PM.

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Mayor

(SEAL)

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City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

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City Clerk-Treasurer

(S E A L)

## CITY COUNCIL

## CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
BEATRICE CONCRETE CO	CONCRETE	\$210.92
BORDER STATES INDUSTRIES INC	SUPPLIES	\$247.07
CAPITAL BUSINESS SYSTEMS INC	SERVICE CONTRACT	\$60.69
CDW GOVERNMENT INC	COMPUTERS	\$352.26
CITY PAYROLL FUND	WAGES	\$85,429.16
CITY REVENUE FUND	UTILITIES	\$13,520.49
CRETE ACE HARDWARE	SUPPLIES	\$592.70
CRETE POSTMASTER	UTILITY POSTAGE	\$1,036.33
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER	\$22,460.72
DITCH WITCH UNDERCON	HOSE	\$45.52
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$462.10
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$75.60
LEICA GEOSYSTEMS INC	GEO SOFTWARE	\$359.40
LINCOLN WINWATER WORKS	SUPPLIES	\$720.72
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$123.12
MCI VERIZON	TOLL FREE LINE	\$14.18
MIDWEST LABORATORIES INC	LABS	\$2,339.00
NAPA AUTO PARTS	PARTS	\$193.93
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$7,979.51
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$52.22
QUADIENT FINANCE USA INC	POSTAGE	\$275.00
SAPP BROS PETROLEUM	FUEL	\$253.75
SPECTRUM	INTERNET	\$67.37
STORK, BRIAN	REIMBURSEMENTS	\$23.76
UNION BANK & TRUST	HSA FEES	\$30.81
UNITE PRIVATE NETWORKS LLC	ETHERNET INTERNET ACCESS	\$726.00
UPS	POSTAGE	\$15.77
VERIZON WIRELESS	PHONES	\$152.49
WASTE CONNECTIONS OF NEBRASKA INC	GARBAGE COLLECTION	\$38,350.00
WINDSTREAM	PHONE LINES	\$372.99
XPRESS BILL PAY	ONLINE PMT FEES	\$755.92
<b>UTILITY FUNDS</b>	<b>SUBTOTAL</b>	<b>\$177,299.50</b>
BAKER & TAYLOR	BOOKS	\$335.60
BEATRICE CONCRETE CO	CONCRETE	\$746.64
BLACK HILLS ENERGY	NATURAL GAS	\$79.60
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$11.79
BRANDING INC DBA AL'S JOHNS	PORTABLE RESTROOM RENTAL	\$100.00
CAPITAL BUSINESS SYSTEMS INC	SERVICE CONTRACT	\$263.75
CDW GOVERNMENT INC	COMPUTERS	\$199.54
CITY PAYROLL FUND	WAGES	\$117,323.17
CITY REVENUE FUND	UTILITIES	\$17,098.26
COLLABORATIVE SUMMER LIBRARY PROGRAM	PROGRAM EXPENSE	\$372.91
CONSOLIDATED MANAGEMENT COMPANY	MEETING/TRAINING	\$106.96
CRETE ACE HARDWARE	SUPPLIES	\$1,638.97
CRETE AREA MEDICAL CENTER	ALS PARAMEDIC FEES	\$1,476.38
CRETE FOODMART	OFFICE SUPPLIES	\$66.50

MARCH 15, 2022

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## CITY COUNCIL

## CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
CRETE VETERINARY CLINIC	ANIMAL BOARDING	\$203.83
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$10.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$145.01
EMERGENCY SERVICES MARKETING CORP INC	OUTSIDE SERVICES	\$860.00
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$25.20
FIRST NATIONAL BANK OF OMAHA	SUPPLIES	\$241.16
GAMAN, COLIN	REIMBURSEMENTS	\$40.80
HEATH SPORTS	T-SHIRTS YOUTH SOCCER	\$1,114.14
JAY'S OIL CO.	TIRES	\$414.00
JEO CONSULTING GROUP INC.	ENGINEERING	\$386.00
LEAGUE OF NEBR. MUNICIPALITIES	CONFERENCE	\$2,020.00
LEICA GEOSYSTEMS INC	GEO SOFTWARE	\$239.60
MANHATTAN LIFE ASSURANCE CO	DISABILITY INSURANCE	\$93.59
MATHESON TRI-GAS INC	OXYGEN	\$150.03
MCI VERIZON	TOLL FREE LINE	\$48.00
MICHAEL TODD & CO INC	SUPPLIES	\$272.42
NAPA AUTO PARTS	PARTS	\$1,501.97
NATIONAL GEOGRAPHIC	SUBSCRIPTION	\$39.00
NE EMERGENCY MANAGEMENT AGENCY	REFUND DISASTER FUND	\$950.88
NE LAW ENFORCEMENT TRAINING CENTER	CERTIFICATION FEE DEHART	\$75.00
NEBRASKA.GOV	JUSTICE CASE LISTING	\$2.00
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
OCLC INC	STATE GRANT EXPENSE	\$175.21
ODEYS INC	FIELD MATERIAL	\$2,118.49
ONE SOURCE BACKGROUND	BACKGROUND CHECK	\$68.00
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
PART STREET PLAYGROUNDS LLC	EQUIPMENT	\$4,802.50
PAVERS INC	COLD MIX ASPHALT	\$658.30
QUADIENT FINANCE USA INC	POSTAGE	\$225.00
QUALITY SOUND & COMMUNICATIONS INC	SERVICE CONTRACT	\$147.00
QUICK MED CLAIMS	EMS BILLING	\$1,815.71
QUILL CORP.	OFFICE SUPPLIES	\$25.18
RP RETURNS	AMBULANCE DRUG DISPOSAL	\$150.00
SALINE COUNTY REGISTER OF DEEDS	FILING FEES	\$102.00
SANDRY FIRE SUPPLY LLC	EQUIPMENT	\$514.80
SAPP BROS PETROLEUM	FUEL	\$298.15
SEWARD COUNTY INDEPENDENT	PUBLISHING	\$1,225.54
SHERWIN WILLIAMS CO	FOUNTAIN PRIMER & PAINT	\$676.68
SIEDHOFF BODY SHOP	TOWING	\$125.00
SPECTRUM	INTERNET	\$187.93
SPRING CREEK REPAIR & FARM SUPPLY	WATER WAND & METAL HANDLE	\$345.99
STEVENSON, JOY	REIMBURSEMENTS	\$42.90
STORK, BRIAN	REIMBURSEMENTS	\$11.89
SUNSET LAW ENFORCEMENT	AMMUNITION	\$768.40
SYNCHRONY BANK/AMAZON	BOOKS	\$2,138.57
THE RADAR SHOP	HANDHELD RADAR UNIT REPAIR	\$298.50

MARCH 15, 2022

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CITY COUNCIL  
CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
THOMAS, WENDY	REIMBURSEMENTS	\$11.25
U.S. BANK	SUPPLIES	\$383.00
UNION BANK & TRUST	HSA FEES	\$41.19
UNION BANK & TRUST CO	BOND FEES	\$624.00
UNITE PRIVATE NETWORKS LLC	ETHERNET INTERNET ACCESS	\$374.00
VERIZON WIRELESS	PHONES	\$894.67
WINDSTREAM	PHONE LINES	\$2,400.25
<b>TAX FUNDS</b>	<b>SUBTOTAL</b>	<b>\$170,342.89</b>
<b>ALL FUNDS</b>	<b>TOTAL</b>	<b>\$347,642.39</b>



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## CITY COUNCIL LEGISLATIVE/DEVELOPMENT COMMITTEE MEETING

March 15, 2022 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street  
Post Office, 1242 Linden Avenue  
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

#### 2. Roll Call

Kyle Frans: Present  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Present: 3.

#### 3. Items of Business

##### 3.A. Provide a recommendation to the City Council on enacting Ordinance 2146: An ordinance relating to nonconforming lots, structures, and uses.

City Attorney Kyle Manley explained the changes to the code are generally clarifications and providing the City with another avenue of addressing noncompliance in land, building and uses.

City Administrator Tom Ourada reported that the Planning Commission did review the ordinance and requested that it wait until the Comprehensive Planner can review and make a recommendation. The new planner will not be available until May and it is acceptable for the City Council to approve the changes without a recommendation from the Planning Commission.

Recommend that the City Council approve Ordinance 2146 as presented. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye  
Aye: 3, No: 0

**4. Officers' Reports**

**5. Adjournment**



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## CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

March 15, 2022 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street  
Post Office, 1242 Linden Avenue  
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

#### 2. Roll Call

Ryan Hinz: Present  
Jack Oelschlager: Present  
Dale Strehle: Present  
Present: 3.

#### 3. Items of Business

##### **3.A. Provide a recommendation to the City Council on approving a special event permit application from Southeast Nebraska CASA for a 5k run on April 30, 2022.**

Police Chief Steve Hensel reported that he spoke with the sponsor, and they understand that they cannot control traffic but will control the runners at the intersections.

Recommend that the City Council approve the permit for SE NE CASA to hold a 5k run as a fund raiser. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

##### **3.B. Provide a recommendation to the City Council on authorizing the Police Chief to apply for a \$1,770 mini-grant through the Nebraska Department of Transportation to replace the Police Department's preliminary breath testing equipment.**

Police Chief Steve Hensel reported that the preliminary breath testing equipment the department has is beginning to fail and NDOT has a grant to replace 6 of the units.

Recommend that the City Council authorize Police Chief Steve Hensel to apply for a grant in the amount of \$1,770 from the NDOT to replace 6 preliminary breath analyzers. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye

Aye: 3, No: 0

### **3.C. Provide a recommendation to the City Council on changing the billing company for the Fire Department.**

Fire Chief Tod Allen reported that the ambulance billing company has been bought out and the department staff is not getting very good response sense the change. They have researched new billing companies and would like to make a change. The agreement will be forwarded the the City Attorney for review prior to the next meeting.

### **4. Officers' Reports**

Fire Chief Tod Allen reported that they would like to order 5 sets of turnout gear before a price increase, and it is said to be an 11-month delivery for the gear.

City Administrator Tom Ourada reported that the budgeted expenditure would be processed in the usual manner when the invoice is received.

### **5. Adjournment**



Public Works Committee Meeting  
March 15, 2022  
5:00 p.m.  
City Hall

**Roll Call:**

**Committee Members Present:**

Dale Strehle  
Dan Papik  
Travis Sears

**Others Present:**

Tom Ourada, City Administrator  
Dave Bauer, Mayor  
Kyle Manley, City Attorney  
Ryan Hinz, Council Person  
Jack Oelschlager, Council Person  
Kyle Frans, Council Person

Telisha Carnes, Admin. Asst.  
Steve Hensel, Police Chief  
Brad Bailey, Building Inspector  
Jerry Wilcox, Clerk-Treasurer

**Special Order of Business**

**A. Seneca Waste Solutions :**

Tom explained that the city is possession of an old fuel tank that contains sour fuel. The City no longer uses these tanks and to be able to dispose of the old holding tanks the fuel must be removed first. By entering an agreement with Seneca Waste Solutions, they will drain and properly dispose the bulk fuel remaining in the fuel tank, allowing the City to move forward with the disposal of the bulk tank itself. Total estimate of this process consist of \$6,163.68.

Travis made a motion to make 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 City holding tanks. Dan seconded the motion. Travis, yes. Dan, yes. Dale, yes.

**B. Doane University:**

Tom discussed a property negotiation between Doane University and The City of Crete. Due to some misunderstanding concerning ownership of property this process will consist of Mayor Bauer and Tom Ourada, City Administrator, getting together with Doane University and clarifying such details in the best interest of both parties. After an agreement is reached, this item of business will be presented to the council for review and possible approval.

Travis made a motion to make a recommendation to the council to authorize the Mayor and City Administrator to negotiate property transactions with Doane University. Dan seconded the motion. Travis, yes. Dan, yes. Dale, yes.

**C. Park Bathrooms within City Park:**

Tom presented the committee with new restroom unit concepts for the City Park. This would allow for new City Hall renovations that will include the current restrooms. After a short discussion concerning City Park improvements, a decision was made to move forward with a more finalized design for the City Park improvements before coming to a conclusion regarding the restrooms.

#### **D. Wyoming Ave:**

Tom discussed a primary Sewer Improvement District for the West Crete Addition. Letters will be sent to those involved to see if they would like to move forward with petitioning the City Council in proceeding with the sewer project.

#### **Officer's Report**

- Tom informed the committee that Denton is in need of an interlocal agreement for utility services until they hire a replacement for the Utility Superintendent position. Denton receives electric services from Norris Public Power, so they would only need an agreement for sewer and water. A agreement will be drafted and presented to the Council for consideration and approval at a later date.
- Tom discussed our solar capacity and multiple options regarding this item of business.

#### **Adjournment**

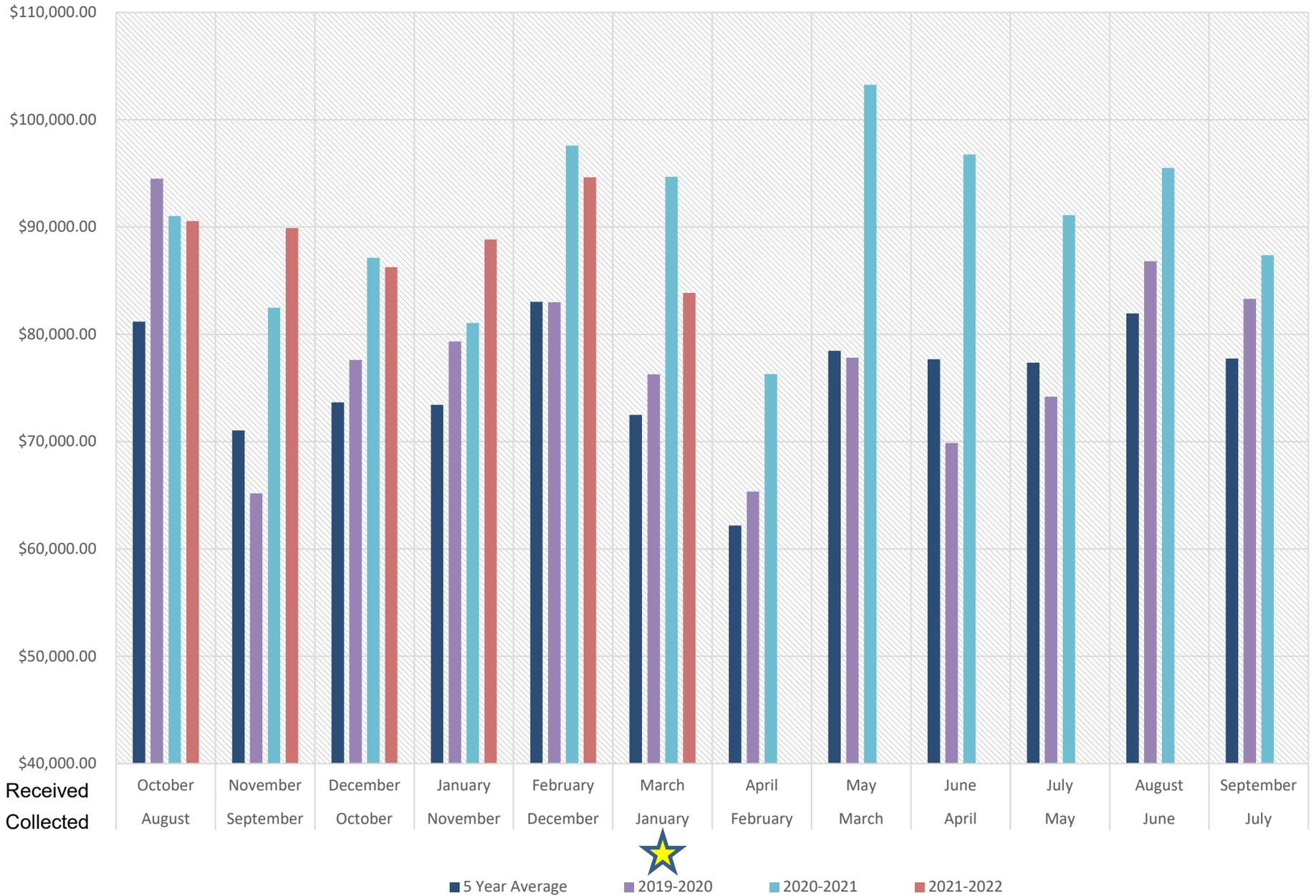
Meeting Adjourned at 5:34 p.m.

**Dale Strehle, Chairman**

City of Crete  
Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2020 Gen. Fund	Change 2019 - 2020	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$94,516.07	29.60%	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$81,173.74	\$45,281.35	\$21,000.00	\$10,500.00	\$13,781.35	\$0.00
September	November	\$65,177.04	-6.74%	\$82,476.13	26.54%	\$89,891.94	8.99%	\$71,051.60	\$44,945.97	\$21,000.00	\$10,500.00	\$13,445.97	(\$8,278.45)
October	December	\$77,610.55	11.99%	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$73,657.93	\$43,131.83	\$21,000.00	\$10,500.00	\$11,631.83	\$0.00
November	January	\$79,343.12	14.34%	\$81,061.09	2.17%	\$88,837.18	9.59%	\$73,424.70	\$44,418.59	\$21,000.00	\$10,500.00	\$12,918.59	(\$58.60)
December	February	\$82,995.99	8.08%	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$83,041.87	\$47,312.54	\$21,000.00	\$10,500.00	\$15,812.54	(\$6,211.11)
January	March	\$76,283.29	19.32%	\$94,685.89	24.12%	\$83,860.75	-11.43%	\$72,486.65	\$41,930.38	\$21,000.00	\$10,500.00	\$10,430.38	(\$9.16)
February	April	\$65,346.07	4.13%	\$76,291.34	16.75%			\$62,174.40					
March	May	\$77,818.19	7.38%	\$103,246.38	32.68%			\$78,456.66					
April	June	\$69,872.00	-15.85%	\$96,756.13	38.48%			\$77,671.92					
May	July	\$74,185.39	-7.38%	\$91,114.61	22.82%			\$77,357.76					
June	August	\$86,823.48	13.14%	\$95,507.91	10.00%			\$81,949.54					
July	September	\$83,303.01	8.57%	\$87,368.56	4.88%			\$77,732.10					
Totals		\$933,274.19	7.21%	\$1,084,254.67	17.05%	\$534,041.30	0.43%	\$910,178.86	\$267,020.65	\$126,000.00	\$63,000.00	\$78,020.65	(\$14,557.32)
						\$950,000.00		Budgeted Transfer to General Fund					
						Net Receipts		Monthly Transfer to General Fund					
						\$89,006.88		Average Net Receipts					
						\$79,166.67		Required					

# City of Crete Net 1% Sales Tax Receipts



Report Criteria:

Vendor.Vendor number = 0-1059,1061-99999999  
 [Report].GL Account = "00000000"-0499999,"05100000"-9999999

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>ALL COPY PRODUCTS INC (100)</b>								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	03/16/2022	266.07		00/00	701-9740
Total ALL COPY PRODUCTS INC (100):					266.07			
<b>ALLEN SURVEYING SERVICES LLC (5803)</b>								
ALLEN SURVEYING SERVICES LLC	1	Invoice	RESIDENTIAL LOT SURV	03/22/2022	500.00		00/00	101-9860
Total ALLEN SURVEYING SERVICES LLC (5803):					500.00			
<b>AQUA-CHEM INC (260)</b>								
AQUA-CHEM INC	1	Invoice	UN1490, POTASSIUM PE	03/30/2022	1,295.38	1256	00/00	002-7041
AQUA-CHEM INC	2	Invoice	42LB PAIL CS 335	03/30/2022	270.90	1256	00/00	002-7041
AQUA-CHEM INC	3	Invoice	FUEL SURCHARGE	03/30/2022	21.50	1256	00/00	002-7041
Total AQUA-CHEM INC (260):					1,587.78			
<b>BAKER &amp; TAYLOR (370)</b>								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/01/2022	63.76		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/02/2022	55.25		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/08/2022	52.76		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/10/2022	156.04		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/14/2022	67.89		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/16/2022	85.22		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/16/2022	33.06		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/21/2022	107.04		00/00	701-5691
Total BAKER & TAYLOR (370):					621.02			
<b>BAUER INSURANCE INC (410)</b>								
BAUER INSURANCE INC	1	Invoice	NOTARY RENEWAL-MEN	03/01/2022	40.00		00/00	201-9720
BAUER INSURANCE INC	1	Invoice	NOTARY RENEWAL-YOU	03/01/2022	40.00		00/00	201-9720
Total BAUER INSURANCE INC (410):					80.00			
<b>BEATRICE CONCRETE CO (440)</b>								
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	03/08/2022	18.45		00/00	002-8031

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	03/16/2022	915.62		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	3/8" SC LS CHIPS	03/23/2022	84.16		00/00	401-5980
BEATRICE CONCRETE CO	2	Invoice	3/8" SC LS CHIPS	03/23/2022	21.00		00/00	001-8071
BEATRICE CONCRETE CO	3	Invoice	SALES TAX	03/23/2022	1.58		00/00	001-8071
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	03/24/2022	408.96		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	03/24/2022	430.92		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	ROAD GRAVEL	03/28/2022	198.60		00/00	401-5980
Total BEATRICE CONCRETE CO (440):					2,079.29			
<b>BLACK HILLS ENERGY (495)</b>								
BLACK HILLS ENERGY	1	Invoice	UTILITY-1440 LINDEN	03/18/2022	124.16		00/00	001-7040
BLACK HILLS ENERGY	1	Invoice	UTILITY-239 E 13TH ST	03/25/2022	87.74		00/00	501-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1426 MAIN	03/25/2022	36.77		00/00	502-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1515 FOREST	03/25/2022	1,610.18		00/00	701-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-485 S MAIN AVE	03/25/2022	170.27		00/00	003-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-137 W 13TH ST	03/25/2022	40.92		00/00	810-5210
Total BLACK HILLS ENERGY (495):					2,070.04			
<b>BNSF RAILWAY COMPANY (530)</b>								
BNSF RAILWAY COMPANY	1	Invoice	PERMIT-TRACKING #12-4	03/14/2022	1,800.00		00/00	003-9690
Total BNSF RAILWAY COMPANY (530):					1,800.00			
<b>BORDER STATES (555)</b>								
BORDER STATES	1	Invoice	MMM - 35-WHITE-3/4X66F	03/08/2022	95.03	1247	00/00	001-8040
BORDER STATES	1	Invoice	MMM - 35-RED-3/4X66FT	03/16/2022	133.05	1247	00/00	001-8040
BORDER STATES	2	Invoice	MMM - 35-GRAY-3/4X66FT	03/16/2022	237.58	1247	00/00	001-8040
Total BORDER STATES (555):					465.66			
<b>CANON FINANCIAL SERVICES INC (5778)</b>								
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	03/15/2022	51.00		00/00	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	03/15/2022	51.00		00/00	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	03/15/2022	12.75		00/00	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	COPIER CONTRACT 8604	03/15/2022	51.00		00/00	701-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	03/15/2022	51.00		00/00	721-9740
CANON FINANCIAL SERVICES INC	6	Invoice	COPIER CONTRACT 8604	03/15/2022	12.75		00/00	001-9740
CANON FINANCIAL SERVICES INC	7	Invoice	COPIER CONTRACT 8604	03/15/2022	12.75		00/00	002-9740
CANON FINANCIAL SERVICES INC	8	Invoice	COPIER CONTRACT 8604	03/15/2022	12.75		00/00	003-9740

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	04/15/2022	68.00		00/00	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	04/15/2022	68.00		00/00	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	04/15/2022	17.00		00/00	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	COPIER CONTRACT 8604	04/15/2022	68.00		00/00	701-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	04/15/2022	68.00		00/00	721-9740
CANON FINANCIAL SERVICES INC	6	Invoice	COPIER CONTRACT 8604	04/15/2022	17.00		00/00	001-9740
CANON FINANCIAL SERVICES INC	7	Invoice	COPIER CONTRACT 8604	04/15/2022	17.00		00/00	002-9740
CANON FINANCIAL SERVICES INC	8	Invoice	COPIER CONTRACT 8604	04/15/2022	17.00		00/00	003-9740
Total CANON FINANCIAL SERVICES INC (5778):					595.00			
<b>CAPITAL BUSINESS SYSTEMS INC (705)</b>								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	SERVICE CONTRACT	04/01/2022	22.19		00/00	401-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	SERVICE CONTRACT	04/01/2022	226.53		00/00	301-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	SERVICE CONTRACT	04/01/2022	22.20		00/00	001-9740
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	SERVICE CONTRACT	04/01/2022	22.20		00/00	002-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	SERVICE CONTRACT	04/01/2022	22.19		00/00	003-9740
Total CAPITAL BUSINESS SYSTEMS INC (705):					315.31			
<b>CASELLE, INC. (5609)</b>								
CASELLE, INC.	1	Invoice	CONTRACT SUPPORT &	04/01/2022	831.76		00/00	001-9910
CASELLE, INC.	2	Invoice	CONTRACT SUPPORT &	04/01/2022	349.02		00/00	002-9910
CASELLE, INC.	3	Invoice	CONTRACT SUPPORT &	04/01/2022	272.21		00/00	003-9910
CASELLE, INC.	4	Invoice	CONTRACT SUPPORT &	04/01/2022	806.01		00/00	101-6050
Total CASELLE, INC. (5609):					2,259.00			
<b>CDW GOVERNMENT INC (750)</b>								
CDW GOVERNMENT INC	1	Invoice	UPS FOR BACKUP SYST	03/09/2022	26.34		00/00	101-6050
CDW GOVERNMENT INC	2	Invoice	UPS FOR BACKUP SYST	03/09/2022	64.38		00/00	201-6050
CDW GOVERNMENT INC	3	Invoice	UPS FOR BACKUP SYST	03/09/2022	20.48		00/00	401-6050
CDW GOVERNMENT INC	4	Invoice	UPS FOR BACKUP SYST	03/09/2022	5.85		00/00	601-6050
CDW GOVERNMENT INC	5	Invoice	UPS FOR BACKUP SYST	03/09/2022	26.34		00/00	301-6050
CDW GOVERNMENT INC	6	Invoice	UPS FOR BACKUP SYST	03/09/2022	64.38		00/00	701-6050
CDW GOVERNMENT INC	7	Invoice	UPS FOR BACKUP SYST	03/09/2022	14.63		00/00	721-6050
CDW GOVERNMENT INC	8	Invoice	UPS FOR BACKUP SYST	03/09/2022	40.96		00/00	001-9910
CDW GOVERNMENT INC	9	Invoice	UPS FOR BACKUP SYST	03/09/2022	14.63		00/00	002-9910
CDW GOVERNMENT INC	10	Invoice	UPS FOR BACKUP SYST	03/09/2022	14.63		00/00	003-9910
CDW GOVERNMENT INC	1	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	41.50		00/00	101-6050
CDW GOVERNMENT INC	2	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	101.44		00/00	201-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CDW GOVERNMENT INC	3	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	32.27		00/00	401-6050
CDW GOVERNMENT INC	4	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	9.22		00/00	601-6050
CDW GOVERNMENT INC	5	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	41.50		00/00	301-6050
CDW GOVERNMENT INC	6	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	101.44		00/00	701-6050
CDW GOVERNMENT INC	7	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	23.05		00/00	721-6050
CDW GOVERNMENT INC	8	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	64.55		00/00	001-9910
CDW GOVERNMENT INC	9	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	23.05		00/00	002-9910
CDW GOVERNMENT INC	10	Invoice	TRIPP 6U WALL MOUNT	03/11/2022	23.05		00/00	003-9910
CDW GOVERNMENT INC	1	Invoice	KINGSTON 8GB DDR4 UD	03/11/2022	21.42-		00/00	001-9915
CDW GOVERNMENT INC	2	Invoice	KINGSTON 8GB DDR4 UD	03/11/2022	21.42-		00/00	002-9915
CDW GOVERNMENT INC	3	Invoice	KINGSTON 8GB DDR4 UD	03/11/2022	21.42-		00/00	003-9915
CDW GOVERNMENT INC	1	Invoice	DELL 8GB 1RX8 DDR4 U	03/15/2022	28.92		00/00	001-9915
CDW GOVERNMENT INC	2	Invoice	DELL 8GB 1RX8 DDR4 U	03/15/2022	28.92		00/00	002-9915
CDW GOVERNMENT INC	3	Invoice	DELL 8GB 1RX8 DDR4 U	03/15/2022	28.91		00/00	003-9915
Total CDW GOVERNMENT INC (750):					776.18			
<b>CENGAGE LEARNING INC/GALE (1890)</b>								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	03/08/2022	29.51		00/00	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	03/09/2022	36.89		00/00	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	03/10/2022	25.41		00/00	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	03/11/2022	21.31		00/00	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					113.12			
<b>CENTER POINT LARGE PRINT (765)</b>								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	03/03/2022	205.53		00/00	701-5691
Total CENTER POINT LARGE PRINT (765):					205.53			
<b>CENTRAL STATES HYDRAULIC SERVICES INC (775)</b>								
CENTRAL STATES HYDRAULIC SERVICES INC	1	Invoice	LEFT CYLINDER FOR TIL	03/30/2022	391.92		00/00	601-5791
CENTRAL STATES HYDRAULIC SERVICES INC	1	Invoice	RIGHT CYLINDER FOR B	03/30/2022	453.21		00/00	601-5791
Total CENTRAL STATES HYDRAULIC SERVICES INC (775):					845.13			
<b>CITY HALL FUND (830)</b>								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	03/01/2022	548.00		00/00	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	03/01/2022	412.00		00/00	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	03/01/2022	265.00		00/00	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	03/01/2022	187.50		00/00	101-9680

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	03/01/2022	150.00		00/00	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	03/01/2022	37.50		00/00	721-9680
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	04/01/2022	548.00		00/00	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	04/01/2022	412.00		00/00	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	04/01/2022	265.00		00/00	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	04/01/2022	187.50		00/00	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	04/01/2022	150.00		00/00	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	04/01/2022	37.50		00/00	721-9680
Total CITY HALL FUND (830):					3,200.00			
<b>CITY HEALTH FUND (835)</b>								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	03/01/2022	220.00		00/00	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	03/01/2022	260.00		00/00	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	03/01/2022	40.00		00/00	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	03/01/2022	220.00		00/00	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	03/01/2022	80.00		00/00	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	03/01/2022	320.00		00/00	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	03/01/2022	500.00		00/00	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	03/01/2022	220.00		00/00	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	03/01/2022	140.00		00/00	003-9620
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	04/01/2022	220.00		00/00	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	04/01/2022	260.00		00/00	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	04/01/2022	40.00		00/00	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	04/01/2022	220.00		00/00	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	04/01/2022	80.00		00/00	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	04/01/2022	320.00		00/00	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	04/01/2022	500.00		00/00	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	04/01/2022	220.00		00/00	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	04/01/2022	140.00		00/00	003-9620
Total CITY HEALTH FUND (835):					4,000.00			
<b>CITY REVENUE FUND (860)</b>								
CITY REVENUE FUND	1	Invoice	POLICE	03/01/2022	806.70		00/00	201-5800
CITY REVENUE FUND	2	Invoice	POLICE	03/01/2022	127.66		00/00	203-5800
CITY REVENUE FUND	3	Invoice	STREET	03/01/2022	823.18		00/00	401-5800
CITY REVENUE FUND	4	Invoice	FIRE	03/01/2022	210.16		00/00	301-5800
CITY REVENUE FUND	5	Invoice	CEMETERY	03/01/2022	59.60		00/00	601-5800
CITY REVENUE FUND	6	Invoice	PARK&REC	03/01/2022	217.81		00/00	521-5800
CITY REVENUE FUND	1	Invoice	SALES TAX	03/18/2022	61.37		00/00	401-4911

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	2	Invoice	SALES TAX	03/18/2022	.53		00/00	101-4901
Total CITY REVENUE FUND (860):					2,307.01			
<b>CITY TAX FUND (865)</b>								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	03/01/2022	29,167.00		00/00	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	03/01/2022	10,000.00		00/00	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	03/01/2022	21,000.00		00/00	150-1015
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	04/01/2022	29,167.00		00/00	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	04/01/2022	10,000.00		00/00	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	04/01/2022	21,000.00		00/00	150-1015
Total CITY TAX FUND (865):					120,334.00			
<b>CONSOLIDATED MANAGEMENT COMPANY (955)</b>								
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	03/16/2022	34.71		00/00	201-9760
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	03/23/2022	43.20		00/00	201-9760
Total CONSOLIDATED MANAGEMENT COMPANY (955):					77.91			
<b>CONTECH ENGINEERED SOLUTIONS LLC (975)</b>								
CONTECH ENGINEERED SOLUTIONS LLC	1	Invoice	30"X20" CULVERT PIPE	03/23/2022	1,260.00	1265	00/00	401-5990
CONTECH ENGINEERED SOLUTIONS LLC	2	Invoice	2' BAND	03/23/2022	179.55	1265	00/00	401-5990
Total CONTECH ENGINEERED SOLUTIONS LLC (975):					1,439.55			
<b>CORE &amp; MAIN LP (1005)</b>								
CORE & MAIN LP	1	Invoice	3/4S IPERL 1000G NO CA	03/10/2022	2,503.03	1220	00/00	002-8090
Total CORE & MAIN LP (1005):					2,503.03			
<b>CRETE AREA MEDICAL CENTER (1070)</b>								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	03/01/2022	35.00		00/00	302-8500
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	04/01/2022	35.00		00/00	302-8500
Total CRETE AREA MEDICAL CENTER (1070):					70.00			
<b>CRETE LUMBER &amp; FARM SUPPLY CO (1110)</b>								
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	BROMEGRASS	03/17/2022	161.00		00/00	401-5990

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CRETE LUMBER & FARM SUPPLY CO (1110):					161.00			
<b>CRETE POSTMASTER (1120)</b>								
CRETE POSTMASTER	1	Invoice	POSTAGE	04/01/2022	342.99		04/22	001-9650
CRETE POSTMASTER	2	Invoice	POSTAGE	04/01/2022	342.98		04/22	002-9650
CRETE POSTMASTER	3	Invoice	POSTAGE	04/01/2022	342.98		04/22	003-9650
Total CRETE POSTMASTER (1120):					1,028.95			
<b>DETECTACHEM INC (5846)</b>								
DETECTACHEM INC	1	Invoice	DRUG TEST POUCHES	03/24/2022	441.33		00/00	201-5660
Total DETECTACHEM INC (5846):					441.33			
<b>DITCH WITCH UNDERCON (1320)</b>								
DITCH WITCH UNDERCON	1	Invoice	10K SWIVEL	03/17/2022	613.73	1259	00/00	001-8100
DITCH WITCH UNDERCON	2	Invoice	5K SWIVEL	03/17/2022	493.68	1259	00/00	001-8100
DITCH WITCH UNDERCON	1	Invoice	2022 SUBSITE ELECTRO	03/11/2022	3,838.26	1252	00/00	001-8040
DITCH WITCH UNDERCON	2	Invoice	2022 SUBSITE ELECTRO	03/11/2022	2,778.22	1252	00/00	001-8040
Total DITCH WITCH UNDERCON (1320):					7,723.89			
<b>EAKES OFFICE SOLUTIONS (1475)</b>								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	01/27/2022	179.96		00/00	701-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/24/2022	8.24		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	03/24/2022	8.24		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	03/24/2022	7.17		00/00	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	03/24/2022	7.17		00/00	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/24/2022	167.88		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/24/2022	83.94		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/24/2022	30.15		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/24/2022	4.96		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	03/24/2022	4.96		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	03/24/2022	4.31		00/00	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	03/24/2022	4.31		00/00	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/24/2022	47.99		00/00	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	03/24/2022	47.99		00/00	301-9900
Total EAKES OFFICE SOLUTIONS (1475):					607.27			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>FRIENDS OF CRETE PUBLIC LIBRARY (1850)</b>								
FRIENDS OF CRETE PUBLIC LIBRARY	1	Invoice	DONATION TO SPINES	09/15/2021	250.00		00/00	702-4906
Total FRIENDS OF CRETE PUBLIC LIBRARY (1850):					250.00			
<b>GARCIA CHICOINE ENTERPRISES INC (5843)</b>								
GARCIA CHICOINE ENTERPRISES INC	1	Invoice	GUARDRAIL MAINT-TUXE	02/15/2022	5,960.73		00/00	171-6141
Total GARCIA CHICOINE ENTERPRISES INC (5843):					5,960.73			
<b>GARVIN, ERIN (5841)</b>								
GARVIN, ERIN	1	Invoice	REFUND 2022 MICRO SO	03/15/2022	25.00		00/00	722-5901
Total GARVIN, ERIN (5841):					25.00			
<b>GILMORE &amp; ASSOCIATES INC (1955)</b>								
GILMORE & ASSOCIATES INC	1	Invoice	PRJ #226.351 EAST SEW	03/07/2022	7,000.00		00/00	003-2000
GILMORE & ASSOCIATES INC	1	Invoice	PRJ #226.346 13TH ST W	03/31/2022	459.15		00/00	561-6021
GILMORE & ASSOCIATES INC	2	Invoice	PRJ #226.346 13TH ST W	03/31/2022	459.15		00/00	561-6031
GILMORE & ASSOCIATES INC	1	Invoice	PRJ #226.346B 13TH ST	03/31/2022	5,904.35		00/00	561-6031
Total GILMORE & ASSOCIATES INC (1955):					13,822.65			
<b>GRAINGER (2005)</b>								
GRAINGER	1	Invoice	PAVEMENT STENCIL,HIG	03/17/2022	147.88		00/00	401-6010
Total GRAINGER (2005):					147.88			
<b>GRUNWALD MECHANICAL CONTRACTORS &amp; ENGINE (5847)</b>								
GRUNWALD MECHANICAL CONTRACTORS & ENGI	1	Invoice	BOILER REPAIR	03/15/2022	185.00		00/00	701-5330
GRUNWALD MECHANICAL CONTRACTORS & ENGI	2	Invoice	BOILER REPAIR	03/15/2022	62.50		00/00	503-5330
Total GRUNWALD MECHANICAL CONTRACTORS & ENGINE (5847):					247.50			
<b>HEARTLAND NATURAL GAS (2175)</b>								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	03/25/2022	482.57		00/00	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	03/25/2022	146.39		00/00	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	03/25/2022	109.10		00/00	301-7530
Total HEARTLAND NATURAL GAS (2175):					738.06			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>HEATH SPORTS (2180)</b>								
HEATH SPORTS	1	Invoice	T-SHIRTS MICRO SOCCE	03/28/2022	850.19		00/00	721-5586
Total HEATH SPORTS (2180):					850.19			
<b>HUSKER ELECTRIC SUPPLY CO (2285)</b>								
HUSKER ELECTRIC SUPPLY CO	1	Invoice	12-2 WG UF (1000' REEL)	03/21/2022	751.43	1260	00/00	001-2580
HUSKER ELECTRIC SUPPLY CO	2	Invoice	10-2 WG UF (1000' REEL)	03/21/2022	1,364.17	1260	00/00	001-2580
Total HUSKER ELECTRIC SUPPLY CO (2285):					2,115.60			
<b>INTEGRATED SYSTEMS GROUP INC (2340)</b>								
INTEGRATED SYSTEMS GROUP INC	1	Invoice	COMPUTER EXPENSE	03/02/2022	1,407.73		00/00	003-9915
Total INTEGRATED SYSTEMS GROUP INC (2340):					1,407.73			
<b>JEO CONSULTING GROUP INC. (2425)</b>								
JEO CONSULTING GROUP INC.	1	Invoice	R191222.00 SPLASH PAD	03/15/2022	770.00		00/00	532-6460
JEO CONSULTING GROUP INC.	1	Invoice	R180253.01 2022 WATER	03/17/2022	2,500.00		00/00	002-9840
Total JEO CONSULTING GROUP INC. (2425):					3,270.00			
<b>KIDWELL (2580)</b>								
KIDWELL	1	Invoice	SERVICE AGREEMENT	03/01/2022	22.50		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	03/01/2022	55.00		00/00	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	03/01/2022	17.50		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	03/01/2022	5.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	03/01/2022	22.50		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	03/01/2022	55.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	03/01/2022	12.50		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	03/01/2022	35.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	03/01/2022	12.50		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	03/01/2022	12.50		00/00	003-9910
KIDWELL	1	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	85.47		00/00	101-6050
KIDWELL	2	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	155.40		00/00	201-6050
KIDWELL	3	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	85.47		00/00	401-6050
KIDWELL	4	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	23.31		00/00	601-6050
KIDWELL	5	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	85.47		00/00	701-6050
KIDWELL	6	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	46.62		00/00	721-6050
KIDWELL	7	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	124.32		00/00	001-9910
KIDWELL	8	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	85.47		00/00	002-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
KIDWELL	9	Invoice	KIDQ16066 CISCO LICEN	03/21/2022	85.47		00/00	003-9910
KIDWELL	1	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	853.20		00/00	101-6050
KIDWELL	2	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	2,085.60		00/00	201-6050
KIDWELL	3	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	663.60		00/00	401-6050
KIDWELL	4	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	189.60		00/00	601-6050
KIDWELL	5	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	853.20		00/00	301-6050
KIDWELL	6	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	2,085.60		00/00	701-6050
KIDWELL	7	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	474.00		00/00	721-6050
KIDWELL	8	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	1,327.20		00/00	001-9910
KIDWELL	9	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	474.00		00/00	002-9910
KIDWELL	10	Invoice	KIDQ16358 VEEAM BACK	03/22/2022	474.00		00/00	003-9910
Total KIDWELL (2580):					10,507.00			
<b>KOTAS, ERIC (5670)</b>								
KOTAS, ERIC	1	Invoice	2022 YOUTH SOCCER RE	03/18/2022	45.00		00/00	721-5901
Total KOTAS, ERIC (5670):					45.00			
<b>LEAGUE OF NEBR. MUNICIPALITIES (2710)</b>								
LEAGUE OF NEBR. MUNICIPALITIES	1	Invoice	2022 NE DIRECTORY OF	03/17/2022	295.00		00/00	101-5390
Total LEAGUE OF NEBR. MUNICIPALITIES (2710):					295.00			
<b>LECC/CA ASSOCIATION (5838)</b>								
LECC/CA ASSOCIATION	1	Invoice	2022 SPRING CONFERE	03/16/2022	150.00		00/00	201-9760
Total LECC/CA ASSOCIATION (5838):					150.00			
<b>LINCOLN WINWATER WORKS (2810)</b>								
LINCOLN WINWATER WORKS	1	Invoice	5614 5-1/2" MINN PAT ST	03/08/2022	324.75	1245	00/00	002-8130
LINCOLN WINWATER WORKS	1	Invoice	372-048009-000 4X1CC S	03/17/2022	91.27	1261	00/00	002-8031
Total LINCOLN WINWATER WORKS (2810):					416.02			
<b>MACQUEEN EQUIPMENT LLC (2930)</b>								
MACQUEEN EQUIPMENT LLC	1	Invoice	SWEEPER PARTS	03/29/2022	1,439.14		00/00	401-5771
Total MACQUEEN EQUIPMENT LLC (2930):					1,439.14			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>MAX I WALKER UNIFORM &amp; APPAREL (3035)</b>								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	03/16/2022	63.56		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	03/23/2022	72.41		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	03/30/2022	63.56		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					199.53			
<b>MCMASTER-CARR SUPPLY COMPANY (3075)</b>								
MCMASTER-CARR SUPPLY COMPANY	1	Invoice	STAINLESS STEEL WIRE	03/17/2022	154.68	1258	00/00	003-7201
MCMASTER-CARR SUPPLY COMPANY	2	Invoice	STAINLESS STEEL WIRE	03/17/2022	22.92	1258	00/00	003-7201
Total MCMASTER-CARR SUPPLY COMPANY (3075):					177.60			
<b>MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)</b>								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	03/14/2022	592,127.18		00/00	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	03/14/2022	6.33		00/00	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	03/14/2022	95,911.03		00/00	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					688,044.54			
<b>NAPA AUTO PARTS (3345)</b>								
NAPA AUTO PARTS	1	Invoice	FLOOR DRY DIABSORB	03/03/2022	7.29		00/00	401-6020
NAPA AUTO PARTS	2	Invoice	HEX HEAD CAP	03/03/2022	14.28		00/00	401-5968
NAPA AUTO PARTS	1	Invoice	VEHICLE EXPENSE	03/07/2022	124.93		00/00	401-5968
NAPA AUTO PARTS	2	Invoice	IND BELT	03/07/2022	10.49		00/00	401-5771
NAPA AUTO PARTS	3	Invoice	MISC. SUPPLIES	03/07/2022	11.97		00/00	401-6020
NAPA AUTO PARTS	4	Invoice	BLOW GUN / M INTERC	03/07/2022	19.48		00/00	601-8500
NAPA AUTO PARTS	1	Invoice	OIL FILTERS/HEATER HO	03/09/2022	39.79		00/00	001-8460
Total NAPA AUTO PARTS (3345):					228.23			
<b>NE LAW ENFORCEMENT TRAINING CENTER (5650)</b>								
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	FLEET USE FEES-DEHAR	02/02/2022	175.00		00/00	201-5120
Total NE LAW ENFORCEMENT TRAINING CENTER (5650):					175.00			
<b>NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)</b>								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LABS	03/15/2022	120.00		00/00	002-7281
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					120.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>NEBRASKA EQUIPMENT INC (3545)</b>								
NEBRASKA EQUIPMENT INC	1	Invoice	TEETH FOR GRADER SC	03/04/2022	235.23		00/00	401-5771
Total NEBRASKA EQUIPMENT INC (3545):					235.23			
<b>NEBRASKA MUNICIPAL POWER POOL (3555)</b>								
NEBRASKA MUNICIPAL POWER POOL	1	Invoice	COMPUTER SERVICES	03/31/2022	195.00		00/00	001-9910
Total NEBRASKA MUNICIPAL POWER POOL (3555):					195.00			
<b>ODORISIO, TONY (5842)</b>								
ODORISIO, TONY	1	Invoice	2022 YOUTH SOCCER RE	03/18/2022	45.00		00/00	721-5901
Total ODORISIO, TONY (5842):					45.00			
<b>OELSCHLAGER, JACK (3755)</b>								
OELSCHLAGER, JACK	1	Invoice	MEETING/TRAINING	03/16/2022	79.36		00/00	101-5469
Total OELSCHLAGER, JACK (3755):					79.36			
<b>OLSSON (3775)</b>								
OLSSON	1	Invoice	#015-08260 CRETE CORE	03/22/2022	91.14		00/00	003-9840
OLSSON	1	Invoice	#021-01738 SCADA	03/18/2022	457.06		00/00	001-9910
OLSSON	2	Invoice	#021-01738 SCADA	03/18/2022	457.06		00/00	002-9910
OLSSON	3	Invoice	#021-01738 SCADA	03/18/2022	457.05		00/00	003-9910
Total OLSSON (3775):					1,462.31			
<b>ONE CALL CONCEPTS INC (3810)</b>								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	03/31/2022	36.64		00/00	001-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	03/31/2022	36.64		00/00	002-9730
Total ONE CALL CONCEPTS INC (3810):					73.28			
<b>ORSCHELN FARM AND HOME (3835)</b>								
ORSCHELN FARM AND HOME	1	Invoice	9369 2-17-22 MINERAL OI	03/15/2022	39.98		00/00	003-7031
ORSCHELN FARM AND HOME	2	Invoice	0972 2-24-22 SIGN HARD	03/15/2022	23.99		00/00	401-6001
ORSCHELN FARM AND HOME	3	Invoice	0972 2-24-22 VEHICLE RE	03/15/2022	23.96		00/00	401-5968
ORSCHELN FARM AND HOME	4	Invoice	1105 2-25-22 STEEL WEL	03/15/2022	12.74		00/00	401-5968
ORSCHELN FARM AND HOME	5	Invoice	1105 2-25-22 WD40	03/15/2022	6.99		00/00	401-6020
ORSCHELN FARM AND HOME	6	Invoice	2195 3-2-22 VEHICLE REP	03/15/2022	13.96		00/00	401-5968

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ORSCHELN FARM AND HOME	7	Invoice	2195 3-2-22 CUT OFF WH	03/15/2022	3.99		00/00	401-6020
ORSCHELN FARM AND HOME	8	Invoice	3265 3-7-22 PLUG & HOS	03/15/2022	51.98		00/00	401-6020
ORSCHELN FARM AND HOME	9	Invoice	3857 3-10-22 SPRAY NOZ	03/15/2022	33.98		00/00	401-6020
Total ORSCHELN FARM AND HOME (3835):					211.57			
<b>OVERHEAD DOOR CO (3875)</b>								
OVERHEAD DOOR CO	1	Invoice	GARAGE DOOR REPAIR	03/18/2022	145.00		00/00	003-7220
Total OVERHEAD DOOR CO (3875):					145.00			
<b>PRESTO-X (4050)</b>								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	03/11/2022	63.00		00/00	201-5329
Total PRESTO-X (4050):					63.00			
<b>PRIBYL PLUMBING (4055)</b>								
PRIBYL PLUMBING	1	Invoice	CITY SEWER MAIN PLUG	03/27/2022	280.00		00/00	003-8021
Total PRIBYL PLUMBING (4055):					280.00			
<b>QUADIENT FINANCE USA INC (5591)</b>								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE	04/01/2022	125.75		00/00	101-9650
QUADIENT FINANCE USA INC	2	Invoice	POSTAGE	04/01/2022	50.30		00/00	401-9650
QUADIENT FINANCE USA INC	3	Invoice	POSTAGE	04/01/2022	50.30		00/00	721-9650
QUADIENT FINANCE USA INC	4	Invoice	POSTAGE	04/01/2022	125.75		00/00	001-9650
QUADIENT FINANCE USA INC	5	Invoice	POSTAGE	04/01/2022	75.45		00/00	002-9650
QUADIENT FINANCE USA INC	6	Invoice	POSTAGE	04/01/2022	75.45		00/00	003-9650
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	03/09/2022	200.00		00/00	701-9650
Total QUADIENT FINANCE USA INC (5591):					703.00			
<b>QUADIENT LEASING USA INC (4100)</b>								
QUADIENT LEASING USA INC	1	Invoice	LEASE PAYMENT	03/28/2022	379.38		00/00	701-9650
Total QUADIENT LEASING USA INC (4100):					379.38			
<b>RAMADA MIDTOWN CONFERENCE CENTER (5736)</b>								
RAMADA MIDTOWN CONFERENCE CENTER	1	Invoice	MEETING/TRAINING-KEL	03/24/2022	464.75		00/00	101-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total RAMADA MIDTOWN CONFERENCE CENTER (5736):					464.75			
<b>RESCO (4280)</b>								
RESCO	1	Invoice	POLE, 40' CLASS 2	03/31/2022	4,757.05	1203	00/00	001-1500
RESCO	2	Invoice	POLE, 40' CLASS 4	03/31/2022	6,987.50	1203	00/00	001-1500
Total RESCO (4280):					11,744.55			
<b>ROLD, MARIE (5694)</b>								
ROLD, MARIE	1	Invoice	2022 YOUTH SOCCER RE	03/18/2022	45.00		00/00	721-5901
Total ROLD, MARIE (5694):					45.00			
<b>SAPP BROS PETROLEUM (4505)</b>								
SAPP BROS PETROLEUM	1	Invoice	7000 GAL. 87 OCTANE U	03/16/2022	23,656.39	1255	00/00	001-1510
Total SAPP BROS PETROLEUM (4505):					23,656.39			
<b>SECURITY EQUIPMENT INC (5787)</b>								
SECURITY EQUIPMENT INC	1	Invoice	ACCESS HOSTING 4/1/22	03/15/2022	36.00		00/00	701-5330
SECURITY EQUIPMENT INC	2	Invoice	ACCESS HOSTING 4/1/22	03/15/2022	36.00		00/00	503-5330
Total SECURITY EQUIPMENT INC (5787):					72.00			
<b>SEWARD COUNTY INDEPENDENT (4590)</b>								
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-CEMETERY	03/16/2022	11.05		00/00	601-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-PLAN COMM	03/16/2022	10.64		00/00	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2146	03/23/2022	8.18		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	03/23/2022	68.73		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-COUNCIL	03/23/2022	10.64		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CLASSIFIED ADS-POOL	03/31/2022	1,904.40		00/00	722-5390
Total SEWARD COUNTY INDEPENDENT (4590):					2,013.64			
<b>SID DILLON FORD (4635)</b>								
SID DILLON FORD	1	Invoice	KEY FOB/WINDSHIELD F	03/17/2022	125.99		00/00	201-5791
SID DILLON FORD	1	Invoice	OIL/FILTER	03/28/2022	49.86		00/00	001-8460
Total SID DILLON FORD (4635):					175.85			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>SIGN SOLUTIONS USA LLC (5832)</b>								
SIGN SOLUTIONS USA LLC	1	Invoice	R7-8//ADA HANDICAP SIG	03/25/2022	159.20	1251	00/00	401-6000
SIGN SOLUTIONS USA LLC	2	Invoice	R7-8P//VAN ACCESSIBLE	03/25/2022	47.01	1251	00/00	401-6000
SIGN SOLUTIONS USA LLC	3	Invoice	NO PARKING 2AM-4AM SI	03/25/2022	58.49	1251	00/00	401-6000
SIGN SOLUTIONS USA LLC	4	Invoice	TWO HOUR PARKING SI	03/25/2022	35.09	1251	00/00	401-6000
SIGN SOLUTIONS USA LLC	5	Invoice	R3-5R//RIGHT TURN ONL	03/25/2022	108.93	1251	00/00	401-6000
SIGN SOLUTIONS USA LLC	6	Invoice	SHIPPING & HANDLING	03/25/2022	47.65	1251	00/00	401-6000
Total SIGN SOLUTIONS USA LLC (5832):					456.37			
<b>SISOUVONG, KELSEY (5776)</b>								
SISOUVONG, KELSEY	1	Invoice	2022 NE CLERKS INST &	03/21/2022	54.41		00/00	101-9760
Total SISOUVONG, KELSEY (5776):					54.41			
<b>SOUTHEAST LIBRARY SYSTEM (5844)</b>								
SOUTHEAST LIBRARY SYSTEM	1	Invoice	SELS TRAINING EXTRAV	03/21/2022	25.00		00/00	701-9760
Total SOUTHEAST LIBRARY SYSTEM (5844):					25.00			
<b>SPARK JOY CHARLOTTE LLC (5845)</b>								
SPARK JOY CHARLOTTE LLC	1	Invoice	ZOOM WEBINAR	03/14/2022	83.33		00/00	702-5692
Total SPARK JOY CHARLOTTE LLC (5845):					83.33			
<b>SPEIDELL MONUMENTS INC (5807)</b>								
SPEIDELL MONUMENTS INC	1	Invoice	BENCH/SEAT REPAIR	03/04/2022	680.00		00/00	601-5330
Total SPEIDELL MONUMENTS INC (5807):					680.00			
<b>STORK, BRIAN (4845)</b>								
STORK, BRIAN	1	Invoice	PHONE-FEBRUARY	03/21/2022	15.00		00/00	401-8500
STORK, BRIAN	2	Invoice	PHONE-FEBRUARY	03/21/2022	15.00		00/00	002-8500
STORK, BRIAN	3	Invoice	PHONE-FEBRUARY	03/21/2022	15.00		00/00	003-8500
STORK, BRIAN	1	Invoice	NMPP CONFERENCE	03/24/2022	6.88		00/00	002-9760
STORK, BRIAN	2	Invoice	NMPP CONFERENCE	03/24/2022	6.87		00/00	003-9760
Total STORK, BRIAN (4845):					58.75			
<b>SVEC, GUY (5673)</b>								
SVEC, GUY	1	Invoice	2022 YOUTH SOCCER RE	03/18/2022	45.00		00/00	721-5901

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total SVEC, GUY (5673):					45.00			
<b>SYNCHRONY BANK/AMAZON (4910)</b>								
SYNCHRONY BANK/AMAZON	1	Invoice	433897698676 OFFICE S	03/25/2022	24.95		00/00	701-9900
SYNCHRONY BANK/AMAZON	2	Invoice	467744357656 PROGRAM	03/25/2022	39.38		00/00	701-6210
SYNCHRONY BANK/AMAZON	3	Invoice	853456548563 BOOKS/M	03/25/2022	75.17		00/00	701-5691
SYNCHRONY BANK/AMAZON	4	Invoice	463995574848 BOOKS/M	03/25/2022	8.00		00/00	701-5691
SYNCHRONY BANK/AMAZON	5	Invoice	999646764364 BOOKS/M	03/25/2022	9.09		00/00	701-5691
SYNCHRONY BANK/AMAZON	6	Invoice	789884939454 BOOKS/M	03/25/2022	273.60		00/00	701-5691
SYNCHRONY BANK/AMAZON	7	Invoice	475963793365 OFFICE S	03/25/2022	23.79		00/00	701-9900
SYNCHRONY BANK/AMAZON	8	Invoice	468338839945 DONATION	03/25/2022	119.00		00/00	702-5692
SYNCHRONY BANK/AMAZON	9	Invoice	535595885958 BOOKS/M	03/25/2022	113.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	10	Invoice	456885735947 BOOKS/M	03/25/2022	11.89		00/00	701-5691
SYNCHRONY BANK/AMAZON	11	Invoice	445387485477 BOOKS/M	03/25/2022	7.50		00/00	701-5691
SYNCHRONY BANK/AMAZON	12	Invoice	653795457757 BOOKS/M	03/25/2022	28.52		00/00	701-5691
SYNCHRONY BANK/AMAZON	13	Invoice	964548448759 BOOKS/M	03/25/2022	18.00		00/00	701-5691
SYNCHRONY BANK/AMAZON	14	Invoice	589653579335 DONATION	03/25/2022	5.69		00/00	702-5692
SYNCHRONY BANK/AMAZON	15	Invoice	743966496645 BOOKS/M	03/25/2022	28.20		00/00	701-5691
SYNCHRONY BANK/AMAZON	16	Invoice	443785674345 BOOKS/M	03/25/2022	14.95		00/00	701-5691
SYNCHRONY BANK/AMAZON	17	Invoice	557437766459 BOOKS/M	03/25/2022	19.95		00/00	701-5691
SYNCHRONY BANK/AMAZON	18	Invoice	768789578387 OFFICE S	03/25/2022	13.98		00/00	701-9900
SYNCHRONY BANK/AMAZON	19	Invoice	438379645953 BOOKS/M	03/25/2022	14.63		00/00	701-5691
SYNCHRONY BANK/AMAZON	20	Invoice	958963353555 BOOKS/M	03/25/2022	307.81		00/00	701-5691
SYNCHRONY BANK/AMAZON	21	Invoice	649864449879 OFFICE S	03/25/2022	38.94		00/00	701-9900
SYNCHRONY BANK/AMAZON	22	Invoice	433687743469 PROGRAM	03/25/2022	28.00		00/00	701-6210
SYNCHRONY BANK/AMAZON	23	Invoice	657474796383 BOOKS/M	03/25/2022	9.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	24	Invoice	767436366763 BOOKS/M	03/25/2022	65.90		00/00	701-5691
SYNCHRONY BANK/AMAZON	25	Invoice	984837554665 BOOKS/M	03/25/2022	20.05		00/00	701-5691
SYNCHRONY BANK/AMAZON	26	Invoice	755897443444 BOOKS/M	03/25/2022	19.63		00/00	701-5691
SYNCHRONY BANK/AMAZON	27	Invoice	459447596543 BOOKS/M	03/25/2022	21.95		00/00	701-5691
SYNCHRONY BANK/AMAZON	28	Invoice	635897734688 BOOKS/M	03/25/2022	21.95		00/00	701-5691
SYNCHRONY BANK/AMAZON	29	Invoice	667465446359 BOOKS/M	03/25/2022	23.32		00/00	701-5691
SYNCHRONY BANK/AMAZON	30	Invoice	576973765653 BOOKS/M	03/25/2022	17.95		00/00	701-5691
SYNCHRONY BANK/AMAZON	31	Invoice	689447993346 BOOKS/M	03/25/2022	20.22		00/00	701-5691
SYNCHRONY BANK/AMAZON	32	Invoice	748953358945 DONATION	03/25/2022	15.44		00/00	702-5692
SYNCHRONY BANK/AMAZON	33	Invoice	LATE FEE	03/25/2022	35.00		00/00	701-5691
Total SYNCHRONY BANK/AMAZON (4910):					1,496.43			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>TELLEZ, NANCY (4960)</b>								
TELLEZ, NANCY	1	Invoice	FEB PHONE BILL	03/18/2022	12.32		00/00	101-7530
TELLEZ, NANCY	2	Invoice	FEB PHONE BILL	03/18/2022	12.31		00/00	201-5220
TELLEZ, NANCY	3	Invoice	FEB PHONE BILL	03/18/2022	4.11		00/00	521-7530
TELLEZ, NANCY	4	Invoice	FEB PHONE BILL	03/18/2022	4.11		00/00	001-9660
TELLEZ, NANCY	5	Invoice	FEB PHONE BILL	03/18/2022	4.10		00/00	002-9660
TELLEZ, NANCY	6	Invoice	FEB PHONE BILL	03/18/2022	4.10		00/00	003-9660
Total TELLEZ, NANCY (4960):					41.05			
<b>THOMAS, WENDY (5792)</b>								
THOMAS, WENDY	1	Invoice	MEETING/TRAINING	03/21/2022	132.44		00/00	101-9760
Total THOMAS, WENDY (5792):					132.44			
<b>U.S. BANK (5170)</b>								
U.S. BANK	1	Invoice	TOM CC, CITY OF LINCO	03/24/2022	6.67		00/00	001-9760
U.S. BANK	2	Invoice	TOM CC, CITY OF LINCO	03/24/2022	6.66		00/00	002-9760
U.S. BANK	3	Invoice	TOM CC, CITY OF LINCO	03/24/2022	6.67		00/00	003-9760
U.S. BANK	4	Invoice	TOM CC, AMAZON 112-75	03/24/2022	14.58		00/00	101-6050
U.S. BANK	5	Invoice	TOM CC, AMAZON 113-43	03/24/2022	32.98		00/00	002-9915
U.S. BANK	6	Invoice	TOM CC, TARGET 106839	03/24/2022	354.74		00/00	722-8500
U.S. BANK	7	Invoice	TOM CC, AMAZON 111-85	03/24/2022	89.95		00/00	722-8500
U.S. BANK	8	Invoice	TOM CC, CITY OF LINCO	03/24/2022	10.00		00/00	001-9760
U.S. BANK	1	Invoice	JERRY CC, GODADDY 20	03/24/2022	249.99		00/00	101-9925
U.S. BANK	2	Invoice	JERRY CC, GODADDY 20	03/24/2022	249.99		00/00	001-9925
U.S. BANK	3	Invoice	JERRY CC, RAMADA 216	03/24/2022	533.30		00/00	101-9760
U.S. BANK	4	Invoice	JERRY CC, SMARTNET 1	03/24/2022	480.00		00/00	001-9920
U.S. BANK	5	Invoice	JERRY CC, SMARTNET 1	03/24/2022	480.00		00/00	002-9920
U.S. BANK	6	Invoice	JERRY CC, SMARTNET 1	03/24/2022	480.00		00/00	003-9920
U.S. BANK	7	Invoice	JERRY CC, SMARTNET 1	03/24/2022	480.00		00/00	101-9920
U.S. BANK	8	Invoice	JERRY CC, SMARTNET 1	03/24/2022	480.00		00/00	401-9920
U.S. BANK	1	Invoice	JOY CC, PAYPALL 559345	03/24/2022	65.00		00/00	701-5400
U.S. BANK	2	Invoice	JOY CC, OVERDRIVE 014	03/24/2022	143.99		00/00	702-5692
U.S. BANK	3	Invoice	JOY CC, COLBY RIDGE 0	03/24/2022	12.46		00/00	702-5692
U.S. BANK	4	Invoice	JOY CC, RUSS MARKET	03/24/2022	9.98		00/00	702-5692
U.S. BANK	5	Invoice	JOY CC, SURVEY MONK	03/24/2022	26.00		00/00	701-6210
U.S. BANK	6	Invoice	JOY CC, OVERDRIVE 014	03/24/2022	112.99		00/00	702-5692
U.S. BANK	1	Invoice	LAURA CC, PIZZA HUT 00	03/24/2022	32.23		00/00	702-5692
U.S. BANK	2	Invoice	LAURA CC, EAGLE PRINT	03/24/2022	36.00		00/00	701-6210

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total U.S. BANK (5170):					4,394.18			
<b>UPS (5240)</b>								
UPS	1	Invoice	POSTAGE	03/19/2022	15.80		00/00	003-9650
Total UPS (5240):					15.80			
<b>USABBLUEBOOK (5250)</b>								
USABBLUEBOOK	1	Invoice	STRAIGHT METER COUP	03/21/2022	491.60	1266	00/00	002-8090
Total USABBLUEBOOK (5250):					491.60			
<b>VERIZON WIRELESS (5295)</b>								
VERIZON WIRELESS	1	Invoice	UTILITY-1440 LINDEN	03/23/2022	18.02		00/00	301-7530
Total VERIZON WIRELESS (5295):					18.02			
<b>VESERIS (5579)</b>								
VESERIS	1	Invoice	MOSQUITO SPRAY	03/14/2022	4,070.00	1254	00/00	401-5590
Total VESERIS (5579):					4,070.00			
<b>WAGONER, AARON (5672)</b>								
WAGONER, AARON	1	Invoice	2022 YOUTH SOCCER RE	03/18/2022	45.00		00/00	721-5901
Total WAGONER, AARON (5672):					45.00			
<b>WESCO RECEIVABLES CORP (5581)</b>								
WESCO RECEIVABLES CORP	1	Invoice	7642-S-2-2 QTIII	03/23/2022	2,289.75	1264	00/00	001-1500
WESCO RECEIVABLES CORP	2	Invoice	NORDIC ND-552442-MG-1	03/23/2022	3,031.50	1264	00/00	001-1500
Total WESCO RECEIVABLES CORP (5581):					5,321.25			
<b>WINDSTREAM (5465)</b>								
WINDSTREAM	1	Invoice	PHONE-LIBRARY	03/22/2022	251.20		00/00	701-7530
WINDSTREAM	1	Invoice	PHONE-PD C911	03/18/2022	584.79		00/00	201-5220
Total WINDSTREAM (5465):					835.99			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Grand Totals:					<u>949,414.40</u>			

Report GL Period Summary

GL Period	Amount
04/22	1,028.95
00/00	<u>948,385.45</u>
Grand Totals:	<u>949,414.40</u>

Vendor number hash: 440435  
 Vendor number hash - split: 1119059  
 Total number of invoices: 156  
 Total number of transactions: 370

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	949,414.40	.00	949,414.40
Grand Totals:	<u>949,414.40</u>	<u>.00</u>	<u>949,414.40</u>

Report Criteria:  
 Vendor.Vendor number = 0-1059,1061-99999999  
 [Report].GL Account = "0000000"- "0499999", "0510000"- "9999999"



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Date of Event 5-8-22

Start Time of Event 12:00 PM

Finish Time of Event 5:00 PM

Location of Event City Park

(CINCO DE MAYO CELEBRATION)

[X] This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed

LINDEN AVENUE BETWEEN 13th & 12th
12th STREET BETWEEN LINDEN AVE
AND KINGWOOD.

Special Equipment BARRICADES TO BLOCK OFF STREETS
AND ALLEYS. TRASH CANS FROM PARK & REC

Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK COCHNAR EXECUTIVE DIRECTOR / CHAMBER

Address 1302 LINDEN AVE P.O. BOX 465 CRETE, NE 68333

Phone 402-826-2136

Signature of Responsible Party (Handwritten signature)

DO NOT WRITE IN THIS SPACE
Application #
Public Works Review
Emergency Services Review
Council Meeting Date
Approved
Denied
Insurance Certificate Required
Ins. Cert. Received
Conditions listed on back

REQUIRED ATTACHMENTS:

- Diagram or print of location of event.
- If alcoholic liquor will be served, copy of SDL.
- If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

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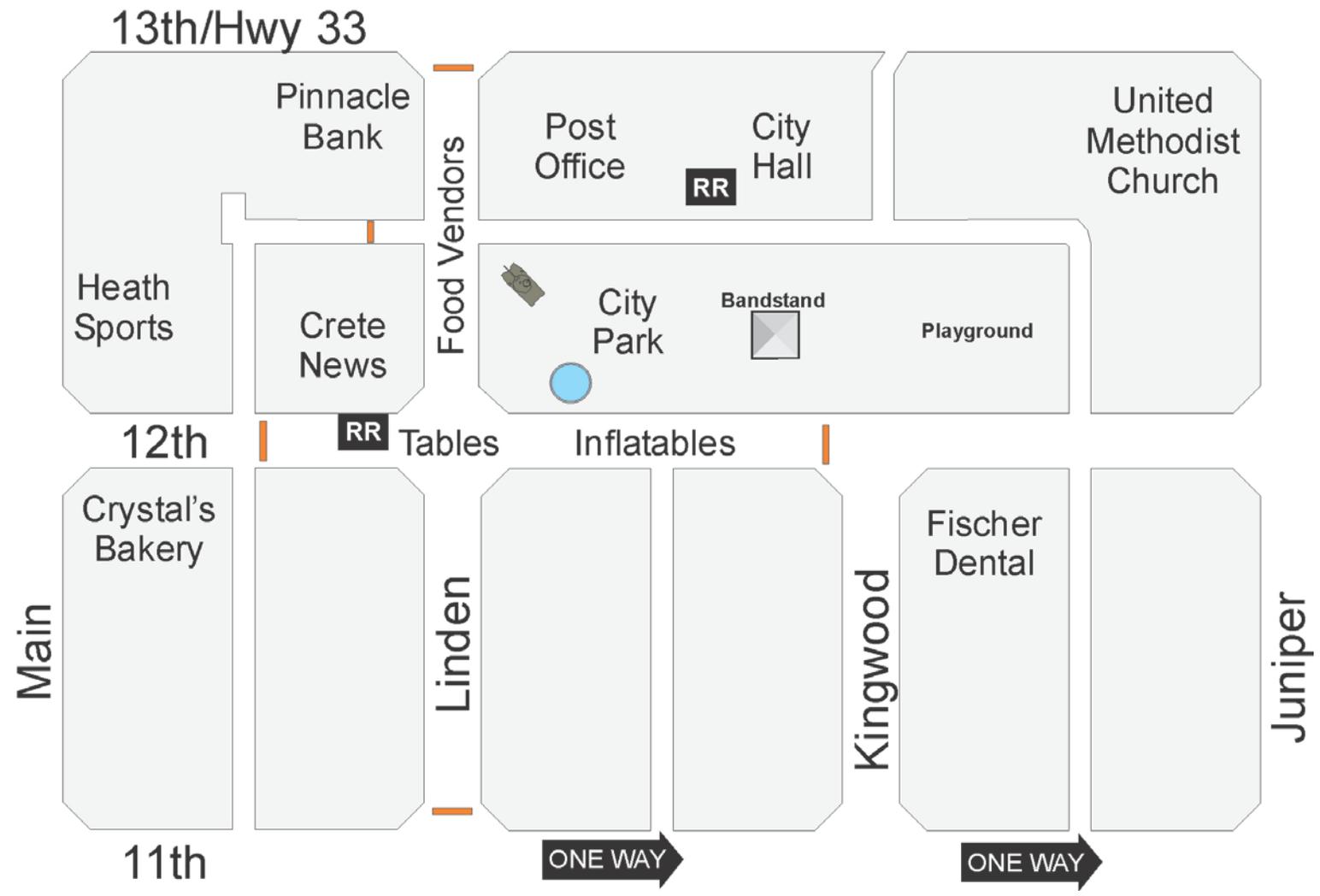
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- Copy of insurance covering event with City of Crete as named insured.

# Cinco de Mayo

Sunday, May 8, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bauer Insurance Inc. 1241 Main P.O. Box 159 Crete, NE 68333 David A Bauer	402-826-5141	<b>CONTACT NAME:</b> David A Bauer <b>PHONE (A/C, No, Ext):</b> 402-826-5141 <b>E-MAIL ADDRESS:</b> daveb@bauerinsuranceinc.com	<b>FAX (A/C, No):</b> 402-826-4322
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 18988
<b>INSURER A:</b> Auto Owners Insurance		<b>INSURER B:</b>	
<b>INSURER C:</b>		<b>INSURER D:</b>	
<b>INSURER E:</b>		<b>INSURER F:</b>	

**INSURED**  
Crete Chamber of Commerce  
PO Box 465  
Crete, NE 68333

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		X	39997389	12/04/2021	12/04/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INCL IN GENERAL LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	39108118	12/04/2021	12/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E L EACH ACCIDENT	\$ 100,000
							E L DISEASE - EA EMPLOYEE	\$ 100,000
							E L DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Crete is listed as an additional insured as required by contract.

### CERTIFICATE HOLDER

### CANCELLATION

City of Crete  
223 E 13th Street  
Crete, NE 68333

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





243 East 13th Street  
 P.O. Box 86  
 Crete, NE 68333-0086

## Application for a Permit to Occupy City of Crete Right-of-Way

(Rev. 2, 11-2015)

I Windstream Nebraska, LLC hereby request to occupy City of Crete Right-of-  
Name

Way at 1014 Boswell Ave. with a device or structure.  
Address

Description of structure or device:

PLACE 515' OF PLASTIC DUCT AND 615' OF BFO48, THEN PLACE 690' OF CO48 FIBER CABLE AND COIL A 50' SLACK LOOK AT THE POLE.

WO#71502216200000;PR-5929

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director \_\_\_\_\_ Date: \_\_\_\_\_

Note:

- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.

Melvin Fecher  
 Signature of Applicant

03/29/2022  
 Date of Application

NAME: KEVIN DOWD      AGENCY: WINDSTREAM ENGINEER      PHONE NUMBER: 531-510-8951      EMAIL: kevin.s.dowd@windstream.com      AREA:

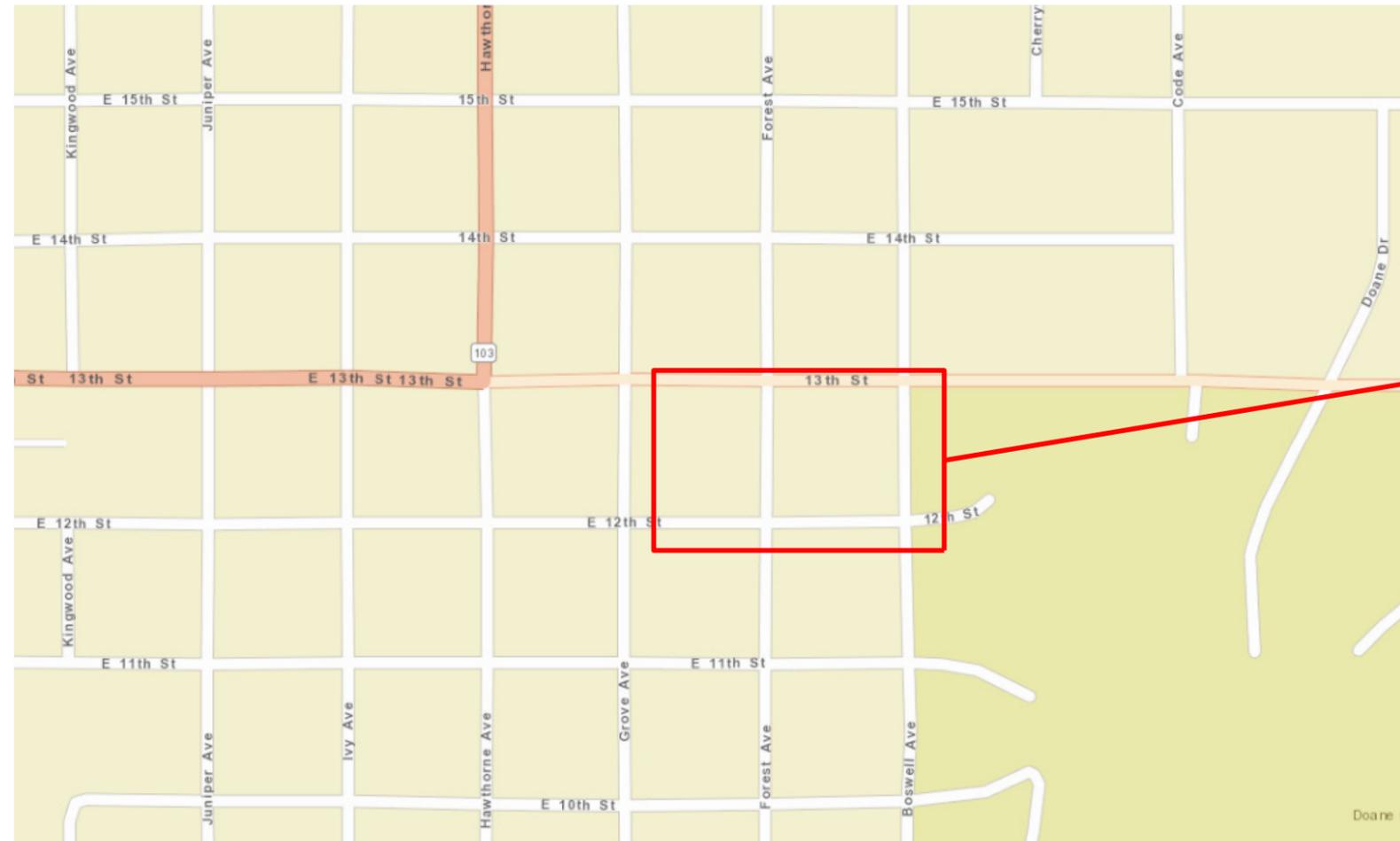
SHEET INDEX	
SHEET NO.	SHEET NAME
1	COVER
2	PERMIT PLANS

**PERMIT PLANS**

**LINCOLN, NE (2022)  
WINDSTREAM  
71502162 / 21SB1329189  
PLACE DIVERSE CABLE ROUTE FOR DOANE UNIVERSITY  
CRETE, NE**

PERMITS REQUIRED	
TYPE	CONSTRUCTION
CITY	Y
COUNTY	N/A
STATE	N/A

Legend	
New Bored Conduit	
New Plowed Conduit	
New Buried Cable	
New Aerial Cable	
Existing Conduit	
Existing Aerial Copper	
Existing Aerial Fiber	
Existing Buried Copper	
Existing Buried Fiber	
New Pedestal	
New Buried Vault	
New Cabinet	
New Down Guy and Anchor	
New Pole	
Removals	
Existing Pedestals	
Existing Poles	



**WORK AREA**



**PRIOR TO CONSTRUCTION:**

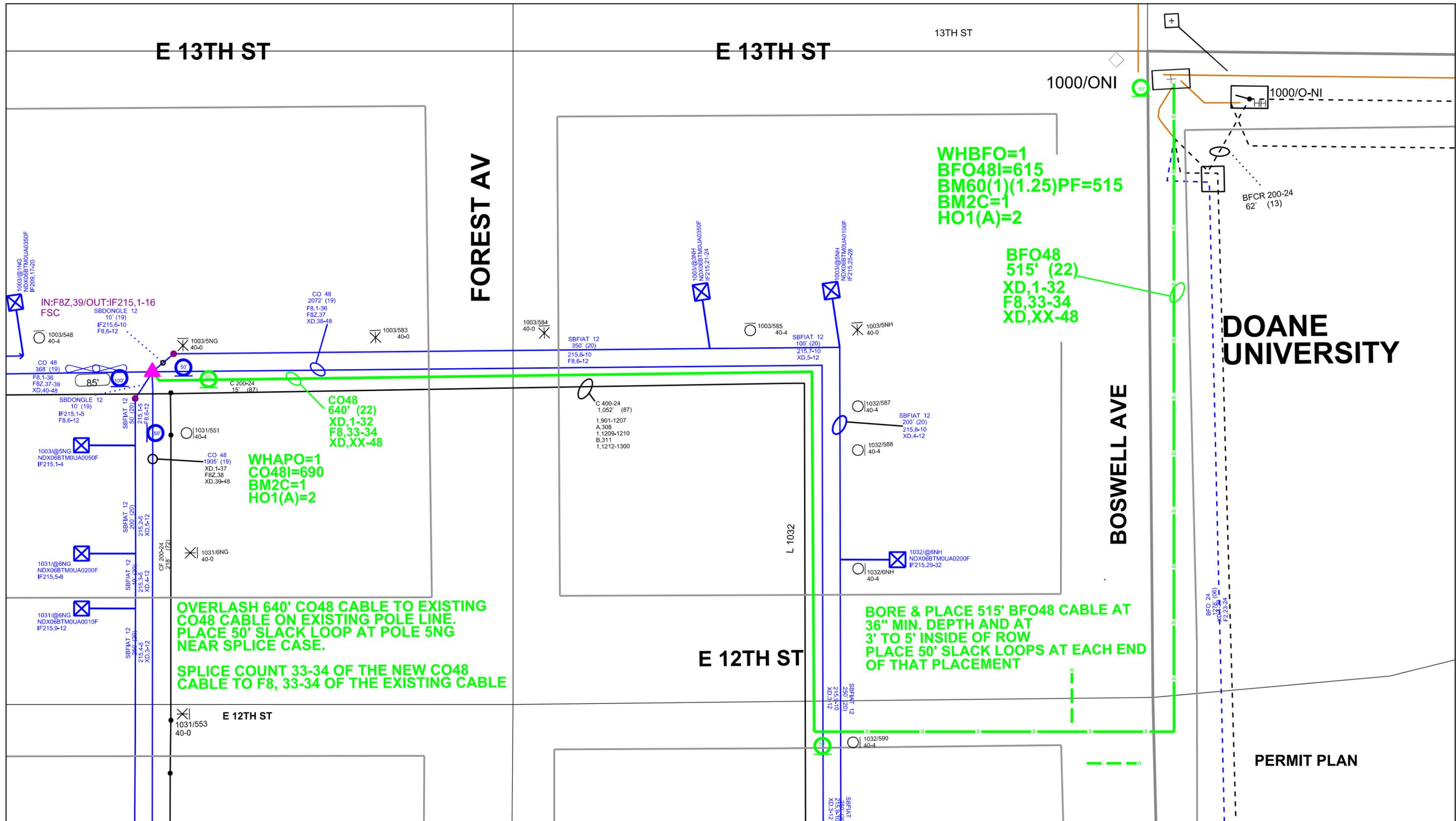
CALL : 1-800-331-5666 OR 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLEVISION AND CITY OF LINCOLN UTILITIES.

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

COVER

<b>FTBB:</b> N/A	<b>Job Description:</b> PLACE FIBER FOR DOANE UNIVERSITY	<b>Customer/Other Contacts:</b>	<b>Work Order #:</b> 715022162	<b>Exchange:</b> CRET	<b>Cut Sheet Req:</b> N
<b>AWGF:</b> N/A	21SB1329189 - (ORD 12935703)		<b>Date:</b> 3/22/2022	<b>District:</b> NE1-Nebraska	<b>Permit Req:</b> Y
<b>Geo Block:</b> NELNCL	<b>Project Manager:</b> KEVIN S. DOWD 531-510-8951		<b>Engineer:</b> KEVIN DOWD, P.E.	<b>Revision #:</b> 0	<b>MOP Req:</b> Y
<b>Tax District:</b> 0001	<b>Operations Manager:</b>		<b>Phone No:</b> 531-510-8951	<b>Revision Date:</b> N/A	<b>Joint Work Req:</b> N
<b>Requested By:</b> N/A		<b>Circuit ID:</b> N/A		<b>Sheet</b> 1 Of 2	





PERMIT PLAN

<b>FTBB:</b> N/A	<b>Job Description:</b> PLACE FIBER FOR DOANE UNIVERSITY
<b>AWGF:</b> N/A	21SB1329189 - (ORD 12935703)
<b>Geo Block:</b> NELNCL	<b>Project Manager:</b> KEVIN S. DOWD 531-510-8951
<b>Tax District:</b> 0001	<b>Operations Manager:</b>
<b>Requested By:</b> N/A	

<b>Customer/Other Contacts:</b>
<b>Circuit ID:</b> N/A

<b>Work Order #:</b> 715022162	<b>Exchange:</b> CRET
<b>Date:</b> 3/22/2022	<b>District:</b> NE1-Nebraska
<b>Engineer:</b> KEVIN DOWD, P.E.	<b>Revision #:</b> 0
<b>Phone No:</b> 531-510-8951	<b>Revision Date:</b> N/A
	<b>Sheet 2 Of 2</b>

<b>Cut Sheet Req:</b>	N
<b>Permit Req:</b>	N
<b>MOP Req:</b>	Y
<b>Joint Work Req:</b>	N





INCLUDED:

\_\_\_\_\_

Excavation, site prep  
(assumes grade +/- .10 ft

EXCLUDED:

X \_\_\_\_\_

Note: This price does not include an allowance for corrective measures in the case of incorrect subgrade grading. If corrective action is needed S&S will not proceed with our scope until corrective action/terms are agreed upon.

\_\_\_\_\_

Joint sealant  
Drain tile/waterproofing  
Foundation, sills  
Concrete testing  
Bond  
Trench drain, inlets, pits, etc.

X \_\_\_\_\_

\_\_\_\_\_

Layout from control set by others

X \_\_\_\_\_

\_\_\_\_\_

Hoisting material/equipment

X \_\_\_\_\_

\_\_\_\_\_

Shoring

X \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: If a billing service (Textura, etc) is used the applicable charges will become an additive change order to this proposal.**

- 1 Addenda have been seen: 0
- 2 Payment is to be received by Stephens & Smith on or before the tenth of the month following completion of any portion of the job which has been properly billed.
- 3 This document to be an "Addendum" to the contract as a scope outline**
- 4 All concrete naturally contains a small amount of deleterious material that can cause surface discoloration, pitting or pop-outs. This is not caused by improper workmanship or poor quality concrete and is not a condition covered by warranty.

This quotation is effective for thirty days from the bid date. If you have questions please contact me.

Sincerely,

Stephens & Smith Construction Co. Inc.

*Marilyn Adame*

\_\_\_\_\_  
Marilyn Adame-Ortiz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by:

[madame-ortiz@stephensandsmith.com](mailto:madame-ortiz@stephensandsmith.com)

1542 S. 1st Street

Lincoln NE 68502

(402) 475-8087

\_\_\_\_\_  
Printed Name:



**Stephens & Smith Construction Co., Inc.**  
*An Owner on Every Project*

March 22, 2022

Attn: Brian Stork  
City of Crete  
243 East 13<sup>th</sup> Street  
Crete, NE 68333

RE: Sidewalk Improvements Project #1, Crete, NE – City Hall Steps Replacement  
BID # 59003

It is our pleasure to submit the following quote for the above named project as a concrete subcontractor:

**CONCRETE FOUNDATIONS: \$ 38,300.00**

Scope of work for this project includes footings & CIP walls for the Sidewalk Improvements Project #1, Crete, NE – City Hall Steps Replacement.

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**Sidewalk Improvements Project #1, Crete, NE – City Hall Steps Replacement**

Spread Footings:  
1'4" x 0'8" Approx. 81'

Cast-in-Place Walls:  
0'8" x 7'0" Approx. 81'

**BID INCLUSIONS:**

4000 psi concrete; labor only on all anchor bolts and misc. steel; furnishing and placing rebar and dowels; footing layout from pre-established gridlines and benchmark elevations; digging the footings from subgrade, dirt stockpiled on site; excavation of stair area; smooth commercial wall forms with full width wall ties; travel.

**BID EXCLUSIONS:**

anchor bolts, dovetail anchors, bollard pipe, and misc. steel; mechanical pads, light pole bases and sign bases; grouting; backfill; hand-rubbing exposed concrete walls; demolition sawing, tear out, patching, or hauling; precast items; mass excavation or site prep (assume grade @ +/- 0.1 ft.); allowance for bonds or concrete testing; setting building lines or elevations; allowance for heating or snow removal; dewatering of ground water, springs, and aquifers; draitile; trench drains, inlets or pits; barricading.

1. No addenda have been seen.
2. Payment is to be received by Stephens & Smith on or before the tenth of the month following completion of any portion of the job, which has been properly billed. Accounts past due will bear interest of 1 1/3% per month, accrued from the first of the month from which they are billed.
3. Price is based on plans dated January 20<sup>th</sup>, 2020.
4. Preliminary sitework is not included in this bid.

**[www.stephensandsmith.com](http://www.stephensandsmith.com)**

**1542 South 1st St. Lincoln, NE 68502 Phone (402) 475-8087 Fax (402) 475-0119  
5711 South 60th St. Omaha, NE 68117 Phone (402) 731-0363 Fax (402) 731-6388**



Stephens & Smith Construction Co., Inc.  
*An Owner on Every Project*

5. Elevations and building lines are to be established by an Engineer or Surveyor.
6. This proposal assumes ground conditions are suitable for proper bearing. Existing conditions requiring extra excavation, concrete, or labor to reach bearing will be at owner's expense.
7. Price does not include backfill behind new concrete.
8. Price does not allow for cold weather pouring. Any increase in cost due to cold weather conditions will be billed in addition to the price on this proposal.
9. Heating and covering of walls or footings after concrete has been placed is not included in this proposal. If blankets are required to protect dug footings or poured concrete, an additional charge will be included.
10. Waterproofing is not included in this proposal.
11. No CMU block or concrete sills have been included.
12. Concrete pumping is included in this bid.
13. Walls are based on our commercial forming system. No facing or rubbing of walls is included in this bid.
14. This proposal assumes that soil conditions will allow for Earth Formed footings. If soil stability does not allow for this type of construction, then there will be an additional charge.
15. This proposal is based upon the understanding that any work herein specified shall be done in a normal 8-hour day, 5-day workweek, and those days being Monday through Friday. In the event the Contractor or owner requires Stephens and Smith Construction to perform overtime other than that specified above, such premium time plus applicable taxes and insurance expenses will become an additional charge.
16. The General Contractor will be responsible for maintaining access to the job site and maintaining all OSHA requirements.
17. This proposal shall become part of the contract documents.
18. Contractor shall supply a dumpster for debris from construction activity.

This price quote is effective for thirty days from the bid date. If you have questions, please contact me.

Sincerely,

Stephens & Smith Construction Co. Inc.

*Riley Petersen*

---

(Riley Petersen)  
1542 S. 1st Street  
Lincoln, NE 68502  
(402)-475-8087

**[www.stephensandsmith.com](http://www.stephensandsmith.com)**

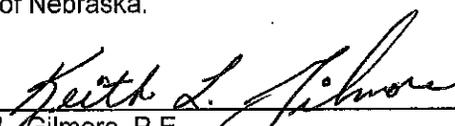
**1542 South 1st St. Lincoln, NE 68502 Phone (402) 475-8087 Fax (402) 475-0119  
5711 South 60th St. Omaha, NE 68117 Phone (402) 731-0363 Fax (402) 731-6388**

**LIBRARY CONCRETE WORK  
CRETE, NEBRASKA  
2022**



I hereby certify that these Drawings and Project Manual were prepared by me, or under my direct supervision, and that I am a duly registered Professional Civil Engineer under the laws of the State of Nebraska.

226.350

  
\_\_\_\_\_  
Keith L. Gilmore, P.E.  
GILMORE & ASSOCIATES, INC.

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## ADVERTISEMENT FOR BIDS

The City of Crete will receive Bids for the construction of Library Concrete Work 2022 until \_\_\_\_:\_\_\_\_ a.m., \_\_\_\_\_, 2022 at the City Office, 243 East 13th St., Crete, Nebraska, 68333. At that time, all bids will be opened and publicly read aloud.

The construction work contemplated in this project includes the following principal features:

### **A. WEST PROJECT**

Removals, concrete work, grading, sod, and related work.

### **B. STEPS AND RAILS**

Removals, concrete work, hand rails, grading, and related work.

### **C. EAST PROJECT**

Remove decomposed granite and install concrete work, synthetic turf and related work.

### **D. MUSIC PAD**

1. Removals, concrete work, drain grate, drain pipping, grading, and related work.
2. Remove existing sprinklers and install new sprinkler heads, pipping valve and related work.

The Bid shall be an aggregate bid on all Work to be performed, broken down in such a manner as will accurately reflect unit prices for estimated quantities set out herein. Details of construction, materials to be used, and methods of installation for this Project are given in the Drawings and Project Manual. A Contract will be awarded to the low, responsive, responsible Bidder, whose Bid is most advantageous to the Owner, based on the aggregate bid for the Work, construction time schedule, begin and end construction dates, materials, and past performance on contracts with the Owner.

One contract will be awarded for the projects.

Bidding Documents, including Drawings and Project Manual, are on file at City Office, 243 East 13th St., Crete, Nebraska. These documents may be downloaded in electronic portable document format (pdf) for bidding purposes from [QuestCDN](http://QuestCDN), at [www.questcdn.com](http://www.questcdn.com), Project # 8145638 for \$15.00. No refund will be issued to the Bidder(s).

Complete sets of Bidding Documents as issued by QuestCDN and/or the Issuing Office must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or Bidding Documents obtained from any source other than QuestCDN or the Issuing Office.

Each Bid shall be accompanied in a separate sealed envelope by a certified check drawn on a solvent bank in the State of Nebraska, or Bid Bond in an amount not less than five percent of the total Bid, and shall be made payable to the City of Crete, Nebraska, as security that the Bidder to whom the Contract will be awarded will enter into a Contract to build the improvements in accordance with this notice, and give bond in the sum as hereinafter provided for construction of the improvements. Checks and bonds accompanying Bids not accepted shall be returned to the Bidder in accordance with the terms contained in the Instructions to Bidders.

No Bids shall be withdrawn after the opening of Bids without consent of the City of Crete, Nebraska, for a period of 45 days after the scheduled time of opening Bids.

The Successful Bidder will be required to furnish satisfactory Performance and Payment Bonds in the sum of the full amount of the Contract. Said bonds, to be executed by a responsible corporate surety, shall guarantee: the faithful performance of the Contract; the terms and conditions therein contained; and payment for all labor and materials used in connection with the Work.

The City of Crete, Nebraska, reserves the right to reject any and all bids and to waive any technicalities in bidding.

NOTE: This EJDC Document has been modified as indicated herein. A ~~strickethrough~~ indicates that language has been deleted from this EJDC Document. An underline indicates that the language has been added to this EJDC Document.

## INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



Endorsed by



# INSTRUCTIONS TO BIDDERS

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additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

#### 4.02 Existing Site Conditions

##### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

###### 1. The Supplementary Conditions identify:

- ~~a. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.~~
- ~~b. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).~~
- ~~c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.~~
- ~~d. Technical Data contained in such reports and drawings.~~

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

~~3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.~~

~~4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~

~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~

~~Nothing in the Bidding Documents GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others, and Owner and Engineer do not assume responsibility for the accuracy of

## ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work ;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and ~~(2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;~~
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to

Completion and readiness for final payment into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and readiness for final payment within the time(s) such Bidder has designated in the Bid. The Successful Bidder's time commitments will be entered into the Agreement (or incorporated in the Agreement by reference to the specific terms of the Bid).

#### ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder or Supplier and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. Each such request shall also include the name of the material or equipment for which application for “or-equal” status is being submitted and a complete description of the proposed item including drawings, cuts, performance and test data, and any other information necessary or required by Engineer for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the proposed item would require shall be included. The burden of proof of the merit of the proposed item is upon Bidder or Supplier. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. If in the Engineer's sole discretion an item of material or equipment proposed by Bidder or Supplier does not qualify as an “or-equal” item, it will be considered a proposed substitute item and application for acceptance will not be considered by Engineer until such application is submitted by Contractor after the Effective Date of the Agreement

Whenever it is indicated in the Contract Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance may also be considered by the Engineer after the Effective Date of the Agreement. The procedure for submission of any such application for substitute or “or-equal” items by the Contractor after the Effective Date of the Agreement and consideration by Engineer is set forth in SC-7.04 and SC 7.05 of the Supplementary Conditions.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions and Supplementary Conditions.

- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### ARTICLE 14 – BASIS OF BID

##### 14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

##### ~~14.02 *Unit Price*~~

- ~~A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.~~
- ~~B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.~~
- ~~C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.~~

##### ~~14.03 *Allowances*~~

- ~~A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.~~

- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible or the Bidder is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner may also reject the Bid of any Bidder that fails to provide any certifications or documentation required by the Bidding Documents to be submitted prior to award of the Contract. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit-prices, dates of substantial completion and final completion, construction start date, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Discrepancies in the Bid between words and figures will be resolved in favor of the words.
  - B. ~~For the determination of the apparent low Bidder when unit-price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit-price Bid for that item, together with any lump-sum items.~~
  - C. ~~Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

THIS BID IS BEING SUBMITTED TO:

City of Crete  
 243 East 13<sup>th</sup> Street  
 P.O. Box 86  
 Crete, NE 68333-0086

PROJECT IDENTIFICATION: Library Concrete Work 2022  
 Crete, Nebraska

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addenda Number and Date)  
 \_\_\_\_\_  
 \_\_\_\_\_
- (b) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5.03.A of the Standard General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are

necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Bidding Documents.

- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- (g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder will complete the Work in accordance with the Contract Documents for the following prices. The Work shall be bid complete in place. Bids shall include sales tax and all other applicable taxes and fees on items not exempt from sales tax.

BID SCHEDULE

**A. WEST PROJECT**

Contractor shall furnish all labor, tool, equipment, and materials to construct improvements shown on the drawings. Work shall include but not limited to removals, concrete work, grading, sod, and related work.(LUMP SUM)

DOLLARS (\$) \_\_\_\_\_ )

---

**B. STEPS AND RAILS**

Contractor shall furnish all labor, tool, equipment, and materials to construct steps and rails as shown on the drawings. Work shall include but not limited to removals, concrete work, hand rails, grading, and related work.(LUMP SUM)

DOLLARS (\$) \_\_\_\_\_ )

---

**C. EAST PROJECT**

Contractor shall furnish all labor, tools, equipment, and materials to construct improvements shown on the drawings. Work shall include but not limited to removals, concrete work, synthetic turf installation, and related work.(LUMP SUM)

DOLLARS (\$) \_\_\_\_\_ )

---

**D. MUSIC PAD**

- 1) Contractor shall furnish all labor, tools, equipment, and materials to construct improvements shown on the drawings. Work shall include but not limited to removals, concrete work, drain grate, drain pipping, grading, and related work.

---

DOLLARS (\$) )

---

- 2) Contractor shall furnish all labor, tools, equipment, and materials to remove existing sprinklers in the music pad area, and install new sprinkler heads, pipping valve and related work for the project area.

---

DOLLARS (\$) )

---

TOTAL BID, MUSIC PAD, Nos.1 and 2, inclusive:

---

DOLLARS (\$) )

---

GRAND TOTAL BID, PROJECTS A, B, C, AND D, inclusive:

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DOLLARS (\$) )

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The Bid shall be an aggregate bid on all Work to be performed. Details of construction, materials to be used, and methods of installation for this Project are given in the Project Manual. The Owner reserves the right to award the base bid and any combination of alternates or additions, if any. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Complete sets of Bidding Documents as issued by QuestCDN and/or the Issuing Office must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or Bidding Documents obtained from any source other than QuestCDN or the Issuing Office.

The Bidder shall thoroughly examine the construction site, soil conditions, contract documents, addenda, scope, and intent of the Work prior to preparing his Bid for items listed in the Bid Schedule as "Lump Sum". Failure of the Bidder to accurately estimate the quantity of materials or suitability of his construction means to perform the Work required in the Contract Documents shall not be a basis for additional payments for any item listed in the Bid Schedule as "Lump Sum" and no additional compensation shall be made. Cost of all materials and work necessary for, or incidental to, the construction of the Project as shown on the Drawings or described in the Project Manual, and not specifically listed in the Bid Schedule, shall be incorporated by the Bidder in the "Lump Sum" items of the Bid Schedule as he deems appropriate. Complete compensation will be considered as included in the payment for the "Lump Sum" items of the Bid Schedule.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Article 15.06 of the Standard General Conditions on or before the date indicated in the Agreement. The total base bid, in combination with any alternates, substitutions, or additions, if any, accepted and awarded by Owner shall be the basis for establishing the amount of the Performance Bond and Payment Bond on this Contract. The total base bid is based on the quantities shown in the Bid and is subject to additions or reductions according to the actual construction quantities and measurements of finished construction, as determined by the Engineer, upon completion of construction.

The undersigned hereby agrees, if awarded the Contract, to furnish a Performance Bond in an amount equal to 100 percent of the Contract sum as security for the faithful performance of the Contract (including guarantee provisions) and also a Labor and Materials Payment Bond in an amount not less than 100 percent of the Contract sum as security for the payment of all persons performing labor on the Project under the Contract, and furnishing materials in connection with this Contract.

The undersigned also agrees to furnish the required bonds and insurance certificates, and to execute the Contract within 15 days from and after the acceptance of this Bid, and further agrees to begin and complete all Work under the Contract within the time limit set forth in the Agreement.

Accompanying this Bid, as a guaranty that the undersigned will execute the Contract and furnish satisfactory bonds and insurance certificates, in accordance with the terms and requirements of the Contract Documents, is a bid security of the type specified in the Instructions to Bidders, made payable to the City of Crete, Nebraska, in the amount of \$ \_\_\_\_\_.

It is hereby agreed that, in case of failure of the undersigned either to execute the Contract, or to furnish bonds or insurance certificates, which are satisfactory to the Owner, within 15 days after issuance of Notice of Award, the amount of this Bid guaranty shall be forfeited to the City of Crete, Nebraska, as liquidated damages arising out of the failure of the undersigned to complete the above-stated. It is understood that, in case the undersigned is not awarded the Work, the Bid guaranty will be returned, as provided in the Bidding Documents.

The Owner reserves the right to award the Contract to the lowest, responsive, responsible Bidder, based on the sum of the total aggregate bid for the Work to be performed, start date, completion date, materials, and past performance on contracts with the Owner.

If awarded the Contract, our surety will be \_\_\_\_\_ of \_\_\_\_\_.

Bidders shall comply with Fair Labor Standards, as defined in Section 73-104-R.S., Nebraska Statutes, in pursuit of all business related to this Project, including execution of the Contract on this Work for which Bids are being submitted.

The undersigned has carefully checked the above Bid quantities against the Project Manual before preparing this Bid, and accepts the said quantities and amounts as correctly listing the complete Work to be done in accordance with the Project Manual.

The Bidder shall state below his intended starting date, date of Substantial Completion, and date of final Completion of all Work as specified in the Agreement. Dates of substantial and final completion as indicated by the Bidder in this Bid will be incorporated into the Agreement. Bidder's intended start date is \_\_\_\_\_

Bidder agrees that the Work will be Substantially Complete on or before

\_\_\_\_\_

Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before

\_\_\_\_\_

The Owner reserves the right to reject any and all Bids and to waive any technicalities or informalities in bidding.

The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

NOTE: Bidders shall not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as not being responsive to the Advertisement for Bids.

Bidders Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

SUBMITTED ON \_\_\_\_\_, 2022.

State Contractor's License No. \_\_\_\_\_ (If applicable)

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's Signature)

Doing Business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name of above signature (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name of above signature (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## NOTICE OF AWARD

Date of Issuance:

Owner: City of Crete, Nebraska                      Owner's Contract No.: N/A  
Engineer: Gilmore & Associates, Inc.                      Engineer's Project No.: 226.350  
Project: Library Concrete Work 2022 - Crete, Nebraska                      Contract Name: Library Concrete Work 2022 - Crete, Nebraska

Bidder:

Bidder's Address:

### TO BIDDER:

You are notified that Owner has accepted your Bid dated \_\_\_\_\_, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Library Concrete Work 2022  
Crete, Nebraska

The Contract Price of the awarded Contract is: \$ \_\_\_\_\_ and \_\_\_\_\_ Dollars ( \_\_\_\_\_ ).

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and 3 copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

3 a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: CITY OF CRETE, NEBRASKA

Authorized Signature

By:

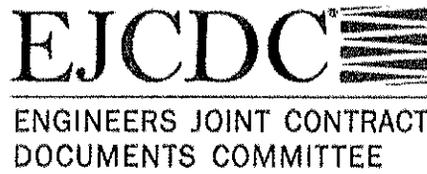
Title: Mayor

Copy: Engineer

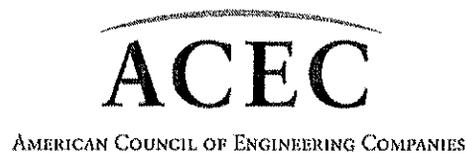
**NOTE:** This EJCDC Document has been modified as indicated herein: A ~~strike-out~~ indicates that language has been deleted from this EJCDC Document. An underline indicates that the language has been added to this EJCDC Document.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



Endorsed by



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between The City of Crete, Nebraska ("Owner") and \_\_\_\_\_ ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Library Concrete Work 2022  
Crete, Nebraska

**ARTICLE 2 – THE PROJECT**

The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Library Concrete Work 2022  
Crete, Nebraska

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Gilmore & Associates, Inc.
- 3.02 The Owner has retained Gilmore & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates for Substantial Completion, Final Completion, and Final Payment as indicated by the Contractor in the Bid and incorporated herein:*
- A. The Work will be substantially completed on or before \_\_\_\_\_, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before \_\_\_\_\_, 2022.
- ~~B. Parts of the Work shall be substantially completed on or before the following Milestone(s):~~

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: \$                     .

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item);~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$~~

D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the first and third Tuesday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of

that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has correlated, obtained, and carefully studies (or assumes the responsibility for having done so) all additional or supplementary, examinations, investigations, explorations, tests, studies, and data concerning conditions, (surface, subsurface, and underground facilities) at or contiguous to the site; considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer, through issued addendum or addenda is acceptable to Contractor. When said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer because of insufficient time or otherwise, Contractor has included in the Bid the better quality of work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the contract price.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 10, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

## PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Crete  
243 East 13th Street  
Crete, Nebraska 68333

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$

Description *(name and location)*: Library Concrete Work 2022  
Crete, Nebraska

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Crete  
243 East 13<sup>th</sup> Street  
Crete, Nebraska 68333

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$

Description *(name and location)*: Library Concrete Work 2022  
Crete, Nebraska

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**NOTICE TO PROCEED**

---

Owner:	City of Crete, Nebraska	Owner's Contract No.:	N/A
Contractor:		Contractor's Project No.:	
Engineer:	Gilmore & Associates, Inc.	Engineer's Project No.:	226.350
Project:	Library Concrete Work 2022 - Crete, Nebraska	Contract Name:	Library Concrete Work 2022 - Crete, Nebraska
		Effective Date of Contract:	

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, 2022. *see Paragraph 4.01 of the General Conditions*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, 2022, and the date of readiness for final payment is \_\_\_\_\_, 2022 ~~or [the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].~~

Before starting any Work at the Site, Contractor must comply with the following:

Paragraph 2.01.B of the General Conditions provides that the Contractor must deliver (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.  
*[Note any access limitations, security procedures, or other restrictions]*

---

Owner: CITY OF CRETE, NEBRASKA

Authorized Signature

By:

Title: Mayor

Date Issued:

Copy: Engineer

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
 Owner: City of Crete, Nebraska Owner's Contract No.: N/A  
 Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
 Engineer: Gilmore & Associates, Inc. Engineer's Project No.: 226.350  
 Project: Library Concrete Work 2022 - Crete, Nebraska Contract Name: Library Concrete Work 2022 - Crete, Nebraska

The Contract is modified as follows upon execution of this Change Order:

Description: \_\_\_\_\_

Attachments: \_\_\_\_\_

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED: GILMORE & ASSOCIATES, INC.

ACCEPTED: CITY OF CRETE, NEBRASKA

ACCEPTED:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 Engineer (if required) Owner (Authorized Signature) Contractor (Authorized Signature)  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_









**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	City of Crete	Owner's Contract No.:	N/A
Contractor:		Contractor's Project No.:	
Engineer:	Gilmore & Associates, Inc.	Engineer's Project No.:	226.350
Project:	Library Concrete Work 2022 Crete, Nebraska	Contract Name:	Library Concrete Work 2022 Crete, Nebraska

**This [final] Certificate of Substantial Completion applies to:**

- All Work  The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

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

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER: GILMORE & ASSOCIATES, INC.	RECEIVED: CITY OF CRETE, NEBRASKA	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

- A. *Limitation on Use of Site and Other Areas:*
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.02 *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.03 *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

#### **SC-1.01.A.8**    *Change Order*

At the end of Paragraph 1.01.A.8 add the following new sentences:

The Change Order form to be used on this Project is EJCDC C-941.

#### **SC-1.01.A.28**    *Owner*

At the end of Paragraph 1.01.A.28 add the following new paragraph:

Whenever the word “Owner” appears in the Contract Documents, it shall actually refer to City of Crete, Nebraska. The Owner shall, in conjunction with the Engineer, be the final arbiter in all controversies concerning the fulfillment of this Contract. No changes in any of the details of the Drawings and Specifications shall be made without the approval of the Owner. No extras will be allowed that are not agreed to in writing. The Owner will approve final acceptance of the Work and payment to the Contractor.

#### **SC-1.01.A.48**    *Work Change Directive*

At the end of Paragraph 1.01.A.48 add the following new sentence:

A Work Change Directive cannot change Contract Price or Contract times without a subsequent Change Order.

#### **SC-1.01.A.49**    *Abnormal Weather Conditions*

Add the following new paragraph after Paragraph 1.01.A.48:

*Abnormal Weather Conditions* - Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

#### **SC-1.02.E**        *Furnish, Install, Perform, Provide*

Add the following new paragraph immediately after Paragraph 1.02.E.4:

5. The word “supply,” when used in connection with services, materials, or equipment, shall mean to furnish and install and incorporate in the Work said services, materials, or equipment, including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context.

**SC-4.03.A Reference Points**

Delete Paragraph 4.03.A in its entirety and replace it with the following:

- A. Contractor shall provide all staking for the project.

**SC-4.05.C.2 Delays in Contractor's Progress**

Delete Paragraph 4.05.C.2 in its entirety and replace it with the following:

- 2. Abnormal Weather Conditions;

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;  
HAZARDOUS ENVIRONMENTAL CONDITIONS**

**SC-5.01 Availability of Lands**

Add the following new paragraph immediately after Paragraph 5.01.C:

- D. The Contractor shall not enter private property, if any, within the Project limits for construction purposes until he has received official notification from the Owner that the necessary, temporary, or permanent easements have been obtained for the property in question. The Contractor shall hold and save the Owner and Engineer free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operation on premises of a third person, except where permanent facilities are shown on the Drawings or specified. All such areas so disturbed by the construction operation shall be restored by the Contractor to a condition equivalent to that existing prior to use by the Contractor.

**SC-5.06 Hazardous Environmental Conditions at Site**

Delete Paragraphs 5.06.A and 5.06.B in their entirety and replace them with the following:

- A. No reports or drawings relating to Hazardous Environmental Conditions, at or adjacent to the site, are known to Owner.
- B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE**

**SC-6.03 Contractor's Insurance**

**SC-6.03.K** Add the following new paragraph immediately after Paragraph 6.03.J

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and 6.03.A.2 of the General Conditions:
 

a. State:	Statutory
b. Applicable Federal (e.g., Longshoreman's)	Statutory
c. Employer's Liability	\$1,000,000
d. Foreign voluntary worker compensation (if applicable)	Statutory

## ARTICLE 2 – PRELIMINARY MATTERS

### **SC-2.02.A**      *Copies of Documents*

Delete the first sentence in Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Engineer shall furnish to Contractor two copies of the Contract Documents (Including one fully executed counterpart of the Agreement), if required by Contractor.

### **SC-2.05.A**      *Initial Acceptance of Schedules*

Modify the first sentence of Paragraph 2.05.A by adding the following words to the beginning of the sentence:

If requested by the Owner or Engineer,

### **SC-2.06.B**      *Electronic Submittals*

Delete Paragraph 2.06.B in its entirety and replace it with the term "Deleted".

## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### **SC-3.01**      *Intent*

Add the following new paragraphs immediately after Paragraph 3.01.E:

- F. The Specifications may vary in form, format, and style. Some articles and sections of the specifications may be written in varying degrees of streamlined or declarative style and some articles and sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall", "in conformity with", "as shown", or "as specified" are intentional in streamlined articles or sections. Omitted words and phrases shall be supplied by reference. Similar types of provisions may appear in various parts of an article or section within a part depending on the format of the article or section. The Contractor shall not take advantage of any variation of form, format, or style in making claims for extra Work.
- G. The cross referencing of specification articles or sections within each article or section of the Specifications is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or article or whether or not the cross referencing is complete.

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### **SC-4.01.A**      *Commencement of Contract Times; Notice to Proceed*

Delete the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever day is earlier.

Add the following sentence at the end of Paragraph 4.01.A:

The Owner reserves the right to terminate the Contract at no cost to Owner at any time prior to issuance of Notice to Proceed.

2. Contactor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor.

a.	General Aggregate (except Products—Completed Operations	\$2,000,000
b.	Products—Completed Operations Aggregate	\$1,000,000
c.	Personal and Advertising Injury (Per person/Organization)	\$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	\$1,000,000
	Each Accident	\$1,000,000
b.	Property Damage:	
	Each Accident	\$1,000,000

4. Umbrella or Excess Liability under Paragraph 6.03.E of the General Conditions:

a.	Excess Liability	
	General Aggregate	\$2,000,000
	Each Occurrence	\$2,000,000

- ~~5. Contractors Pollution Liability Insurance coverage required by Paragraph 6.03.F of the General Conditions:~~

<del>a.</del>	<del>General Aggregate</del>	<del>\$2,000,000</del>
<del>b.</del>	<del>Each Occurrence (Bodily Injury and Property Damage)</del>	<del>\$1,000,000</del>

6. With respect to all insurance required by Paragraph 6.03, Contractor agrees to waive all rights of subrogation against Owner, Engineer, and each additional insured identified in the Supplementary Conditions.

7. Following is a list of other individuals or entities to be included on policies as additional insureds:

Owner:	City of Crete
Engineer:	Gilmore & Associates, Inc.

**SC-6.05** *Property Insurance*

- SC-6.05.A** Delete Paragraph 6.05.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee; and
8. comply with the requirements of Paragraph 6.05.B of the General Conditions.

Add the following paragraph after Paragraph 6.05.F:

- G. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, subcontractors, or others in the Work. Unless otherwise agreed to in writing between Owner and Contractor, and until final completion of the work and acceptance of the Work in accordance with paragraph 15.03 of the General Conditions, all risk of loss with no right of recovery against the Owner, Engineer, Engineer's consultants (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any them) will be borne by Contractor, subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage, each may purchase it and maintain it at the purchaser's own expense.

**SC-6.08**      ***Partial Utilization, Acknowledgment of Property Insurer***

Add the following new paragraphs immediately after Paragraph 6.07.C:

**SC-6.08**      ***Partial Utilization, Acknowledgment of Property Insurer***

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 6.05 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

- B. All insurance required by the Contract Documents, or by Laws and Regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the Agreement has been completed and final payment has been made.
- C. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Agreement. Contractor agrees that Contractor alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **SC-7.04 "Or-Equals"**

**SC-7.04.A.1** Delete Paragraph 7.04.A.1 in its entirety and insert the following in its place:

1. If in Engineer's sole discretion an item of material or equipment proposed by Bidder or Supplier at least 15 days prior to the date for receipt of Bids or by Contractor after the Effective Date of the Agreement, is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item in which case, review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items.

For the purposes of this Article 7.04.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; (iii) has a proven record of performance and availability of responsive service, and;
- b. Contractor certifies that: (i) there is no increase in cost to the Owner or increase in Contract times; and (ii) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

**SC-7.04.B** Delete Paragraph 7.04.B in its entirety and insert the following in its place:

- B. *Contractor's, Bidder's, or Supplier's Expense:* Contractor, Bidder, or Supplier shall provide all data in support of any proposed "or-equal" item at Contractor's, Bidder's, or Supplier's expense.

### **SC-7.05 Substitutes**

**SC-7.05.A** At the end of Paragraph 7.05.A and before Paragraph 7.05.A.1, add the following paragraph:

If in Engineer's sole discretion an item of material or equipment proposed by Bidder or Supplier at least 15 days prior to the date for receipt of Bids or by Contractor after the Effective Date of the Agreement does not qualify as an "or-equal" item under 7.04 of the General Conditions, it will be considered a proposed substitute item.

**SC-7.05.E** Delete Paragraph 7.05.E in its entirety and insert the following in its place:

- E. *Contractor's, Bidder's, or Supplier's Expense:* Contractor, Bidder, or Supplier shall provide all data in support of any proposed substitute item at Contractor's, Bidder's, or Supplier's expense.

**SC-7.08**      ***Permits***

Delete the first sentence of Paragraph 7.08 in its entirety and insert the following in its place:

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses, including any fines or penalties assessed against Owner as a result of Contractor's failure to obtain the same or follow conditions contained therein.

**SC-7.09**      ***Taxes***

**SC-7.09.A**      Add the following new paragraph immediately after Paragraph 7.09.A:

- B.      The Project is not exempt from Nebraska State Sales and Use Taxes on materials and equipment to be incorporated in the Work.
- C.      The Contractor shall include in his Bid prices sales tax on any materials, equipment, and labor considered not exempt. The Owner will furnish the Successful Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate form for those items considered to be exempt from the state sales and use tax. Said taxes shall not be included in the Contract price for any materials or equipment to be incorporated into the Work that are tax exempt. It shall be the responsibility of the Contractor to verify with the Nebraska Department of Revenue those items considered to be exempt.

**SC-7.10**      ***Laws and Regulations***

Add the following new section immediately after Paragraph 7.10.C:

- D.      "LB 403 Contract Provisions - NEW EMPLOYEE WORK ELIGIBILITY STATUS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1.      The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2.      If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3.      The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Contract

terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.”

**SC-7.16.D** *Engineer's Review*

**SC-7.16.D.9** Add the following new paragraphs immediately after Paragraph 7.16.D.8:

9. Shop Drawings and Sample submittals not conforming to the requirements of Paragraphs 7.16.A, 7.16.B, and 7.16.C shall be returned to Contractor without action for resubmittal and the resulting delay shall be entirely the responsibility of the Contractor.
10. Engineer's review and approval of Shop Drawing and Sample submittals shall not:
  - a. relieve the Contractor of the responsibility for any error in details, dimensions, or other information that may exist in such submittals;
  - b. constitute a blanket approval of dimensions, quantities, or details of the materials or equipment shown;
  - c. approve variations from additional details or instructions previously furnished by Engineer to Contractor;
  - d. shall not relieve the Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

**SC-10.02** *Visits to Site*

**SC-10.02.B** Add the following new paragraphs immediately after Paragraph 10.02.B:

- C. A special request by the Contractor to the Engineer for a visit to the Project Site shall be made at least 48 hours in advance.

Failure of the Contractor to have a representative who is in responsible charge of the Project, or who has been designated as the Contractor's representative, present at the construction site to accompany the Engineer in the visit will result in the issuance of a statement to the Contractor for the Engineer's time and expenses, based on the Engineer's current Schedule of Rates and Charges. The payment of these engineering charges will be due and payable within 30 days, and must be paid before subsequent progress estimates will be allowed.

**SC-10.03** *Project Representative*

**SC-10.03.B** Add the following new section immediately after Paragraph 10.03.A:

- B. A Resident Project Representative (RPR) will not be furnished by Engineer for this Project.

**SC-10.04** *Rejecting Defective Work*

**SC-10.04.A** Add the following new paragraph immediately after Paragraph 10.04.A

- B. The acceptance, at any time, of materials or equipment by or on behalf of Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity to material or equipment specified, or are not as represented to Engineer or Owner.

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION,  
REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**SC -14.02**      *Tests, Inspections, and Approvals*

**SC-14.02.D**      Add the following new paragraph immediately after Paragraph 14.02.D.5

6. Contractor shall coordinate the services of the testing laboratories to perform all inspections, tests, or approvals required by the Contract Documents.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION;  
CORRECTION PERIOD**

**SC-15.01.B**      *Applications for Payment*

**SC-15.01.B.1**      Modify the first sentence of Paragraph 15.01.B.1 by striking out the words "At least 20 days" and replacing them with the words "At least 10 days"

Amend the second sentence of Paragraph 15.01.B by striking out the following text:

"a bill of sale, invoice, or other"

**SC-15.01.B.3**      Add the following language at the end of Paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**SC-15.01.B.4**      Add the following new paragraphs after Paragraph 15.01.B.3:

4. The Application for Payment form to be used on this Project is EJCDC C-620.

**SC-15.01.C**      *Review of Applications*

**SC-15.01.C.1**      Modify the first sentence of Paragraph 15.01.C.1 by striking out the words "Engineer will, within 10 days" and replacing them with the words "Engineer will, within 7 days"

**SC-15.01.D**      *Payment Becomes Due*

**SC-15.01.D.1**      Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. Thirty days after approval of the Application for Payment by Owner, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due, and will be paid by Owner to Contractor.

**ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

**SC-16.02**      *Owner May Terminate for Cause*

**SC-16.02.A.1**      Modify Paragraph 16.02.A.1 by deleting the word "persistent"

ARTICLE 3  
GENERAL REQUIREMENTS  
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## **ARTICLE 3**

### **GENERAL REQUIREMENTS**

#### **3.0 - PROJECT DESCRIPTION**

This Project is located in Crete, Nebraska, as shown on the Drawings.

Drawings and Project Manual were prepared by Gilmore & Associates, Inc., Consulting Engineers of Columbus, Nebraska for the City of Crete, Nebraska, who is the Owner of the Project.

The work is comprised of two projects under one construction contract. The projects are described as follows:

West Project – Install new steps with handrails, construct new concrete and regrade and sod.

East Project – Concrete with synthetic turf.

The City of Crete will reserve the right to award one or more of the projects for construction based on available funding.

#### **3.1 - RIGHT OF ENTRY**

Representatives of the Owner and the Engineer shall have access to the Work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

#### **3.2 - EXISTING UTILITIES/SPRINKLER SYSTEMS**

The Contractor shall determine the actual location of all existing utilities prior to starting any work that may cause damage to such utilities or underground sprinkler lines and fixtures. The Contractor shall indemnify and hold harmless the Owner, Engineer, and their agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising as a result of damage to existing utilities, including sprinkler systems caused, in whole or in part, by the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Any information concerning underground utilities and sprinklers shown on the Drawings is intended to be merely an aid to the Contractor. The accuracy of information furnished with respect to underground utilities/sprinkler systems is not guaranteed, and the Contractor must independently verify any such information in accordance with the previous paragraph of these General Requirements.

The Contractor shall notify all utility companies who may have installations in the area where the Work is to be performed and solicit their aid in locating utilities, including, but not limited to, water, gas or other fuel, electrical, and telephone installations. All utilities encountered must be kept in operation by the Contractor, and must be protected and/or repaired if damaged. The Contractor shall have the responsibility of negotiating with each utility having lines, wires, or other appurtenances in the construction area, an agreement which establishes the responsibilities for the repair of any utility damaged by the Contractor. Such agreements shall establish under what conditions the cost of the repair will be the Contractor's responsibility and under what conditions the cost will be the utility's responsibility.

#### **3.3 - PROTECTION OF PROPERTY**

The following provisions shall not limit the generality of other requirements in these Contract Documents.

The Contractor shall do all things necessary or expedient to properly protect underground sprinkler systems, existing trees, shrubs, concrete retaining walls, streets, power lines and other utilities, and

The Contractor shall obtain a testing laboratory and pay for soil investigation and tests, including soil proctors and density tests, to demonstrate compliance with the specification requirements. In order to verify compaction requirements of the backfill for sidewalk and step construction, the Contractor shall obtain a testing laboratory and pay for the furnishing of at least one proctor curve for the Project. Proctor curves shall be furnished for the soil profiles encountered on the Project and borrow sites. Contractor shall hire a soils laboratory approved by the Engineer, to perform all in-place compaction tests, in accordance with the following schedule:

Concrete Subgrade	1 per 500 Sq. Ft., or less
-------------------	----------------------------

Compaction test locations shall vary in horizontal reference to the Project centerline. Testing depths and locations shall be noted on the reports. The Contractor shall have the materials testing laboratory establish the optimum moisture content, range, and maximum dry density before beginning any tests for compaction. The contact name, telephone number, cellular phone number, and address of the testing laboratory and copies of all information shall be provided to the Engineer. The proctors and all in-place compaction tests shall be signed by a professional Engineer of the State of Nebraska prior to submittal. All costs associated with materials testing, as specified in this Project Manual, shall be the responsibility of the Contractor. In addition, the costs associated with all of the required submittal data and information shall also be the responsibility of the Contractor.

The Contractor shall give the Engineer 24 hours' notice before any segment is ready for testing so that the Engineer or his representative may be present to observe and select the test location. Approval of pay requests are subject to receipt of all testing information; thus, the Contractor shall coordinate his work accordingly.

### **3.5 - TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Owner would like to have the Work completed in the spring and summer of the 2022 construction season. Any project started shall be completed, including final grading, backfill, and cleanup prior to October 1, 2022.

Construction time will be figured in calendar days rather than working days. The Contractor shall state, on the Bid, his anticipated starting date and the anticipated completion date for construction of the Work. The Contractor shall note that his anticipated starting and completion dates, as stated in the Bid, will be given consideration in both the award of this Contract and the issuance of the Notice to Proceed. The award shall be made to the responsible Bidder(s) whose Bid is the most advantageous to the Owner, price and other factors considered. A Notice to Proceed will be issued based on the time of completion as indicated by the Contractor on his Bid.

The Contract time may be extended by the Owner in an amount equal to the time lost due to delays beyond the control of the Contractor, if he makes a claim, therefore, in accordance with the Standard General Conditions. Such delays shall include fire, flood, labor strikes, epidemics, or acts of God. No extension of time will be given for abnormal weather conditions, other than as specifically designated in the preceding sentence, or for subsoil conditions, unless requested in writing by the Contractor and agreed to by the Owner.

The parties hereby agree that damages occasioned the Owner by the Contractor's failure to complete the Work within the Contract time are difficult to measure. Therefore, failure of the Contractor to complete all Work under this Contract, as required herein above, shall result in the Contractor paying the Owner the following amounts per calendar day as agreed-upon liquidated damages accrued by the Owner as a result of not having 100 percent use of the facilities, and for administrative costs, professional services, and other overheads:

Upon Substantial Completion	\$750
Professional Engineering Services (Basic)	<u>\$750</u>
Total Liquidated Damages per Calendar Day	<u>\$1,500</u>

Said payment of liquidated damages at the daily rate stated above shall continue until all Work is satisfactorily completed, as specified, and so determined by the Engineer. The Owner shall have the

suppliers. In no case shall the number of copies submitted be less than five. Each submittal shall include a letter of transmittal, the form of which shall be provided for reproduction by the Contractor. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No." This number will form a serial number for identifying each submittal. If initial submittal, indicate by checkmark; if resubmittal, indicate by inserting number of the previous submission of the same item. Where shop drawings consist of special drawings prepared by the Contractor, his Subcontractor, or suppliers, one reproducible paper sepia copy, and one print thereof may be submitted to the Engineer in lieu of the several copies specified above. The Contractor shall furnish additional copies of final corrected shop drawings upon request.

Shop drawings submittals shall include, but not be limited to:

Paving mix designs, aggregates, admixtures, certifications, curing and related items;  
Handrails, synthetic turf, adhesive, drain structures.

### **3.11 - MODIFIED DRAWINGS**

The Contractor shall maintain, at the construction Site, one complete set of Drawings suitably marked to show all deviations from the original set of Drawings and other information, as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all Work as constructed. All Work shall be clearly shown and the modified Drawings shall be satisfactory to the Engineer in order to ensure that adequate information is indicated to show the actual construction. One complete set of the modified Drawings shall be furnished to the Engineer, prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of modified Drawings on the Project Site shall be reason to withhold payments. All underground lines shall be referenced to surface landmarks so the exact location can be determined from the record drawings.

### **3.12 - INCIDENTAL WORK**

All items and Work necessary to construct the Project in accordance with the Contract Documents, not called out on the Bid, such as, but not limited to, removal and replacement of street signs, mail boxes, fences, steel and concrete posts, and gravel resurfacing are considered incidental to the Contract price; unless noted or shown as a bid item and the Contractor shall adjust his Bid accordingly.

### **3.13 - MOBILIZATION**

This Work shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site; and for all other work and operations which must be performed or costs incurred before beginning Work at the Project Site.

The Contractor must include all costs that he/she expects to incur for all movements of his/her equipment and personnel. Additional payments will not be made should the Contractor elect to move his/her equipment and/or crew to another Project Site before the Contracted Work is complete or if the Contractor fails to adequately assess the actual cost of mobilization for the Contracted Work.

### **3.14 - FUNCTION OF COMPLETED PROJECT**

The intent of the Contract Documents is to provide a Project that is complete without additional Work being performed thereon. It will be the Contractor's obligation to provide such a Project and to complete all grading, backfilling, raking, repairs, and associated work prior to the final acceptance.

### **3.15 - ONE-YEAR CORRECTION PERIOD**

If, after approval of final payment, and prior to the expiration of one year after the date of substantial completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or if any Work has been rejected by the Owner, remove it from the Site and replace it with non-defective Work.

**3.21 - ACCESS DURING CONSTRUCTION**

Contractor shall maintain access to library during construction.

The Contractor will work with the library to minimize the loss of access as much as possible during the construction. The Contractor will coordinate with the Owner so that deliveries and customer patronage can continue during the construction.

**3.22 - SWPPP/BMP**

A SWPPP is not required for the project since it is less than 1 acre in size. However, the Contractor shall still use BMP's to prevent sediments and construction materials from entering the storm sewer system.

The Contractor shall use silt fencing and other approved methods contained in the SWPPP to prevent sediments from entering the storm sewer system. The use of gutter buddies or other approved materials will be required on inlets downstream from the construction to prevent sediment from entering the storm sewer system.

Inlets and open storm sewer pipes shall be protected from sediment intrusion during construction until the project has been completed.

**3.23 - CLEANUP**

At the completion of the Project, the Contractor shall remove all debris resulting from his construction Work on the Project, including the removal of all concrete, excess dirt, and other materials, leaving the Project Site in the same or better condition than existed prior to construction.

ARTICLE 4  
REMOVALS, EARTHWORK, AND SOD

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## ARTICLE 4

### REMOVALS, EARTHWORK, AND SOD

#### 4.0 - GENERAL

These Specifications are intended to cover the erosion and sediment control, NPDES Construction Site Permit applications, SWPPP, excavation, embankment/fill, general clearing and grubbing, seed/sod, and related work as shown on the Drawings. Additional earthwork requirements are stated in other articles of this Project Manual. The Contractor shall furnish all labor, tools, material, and equipment to perform the Work specified in this article.

All Specifications included in this Project Manual shall govern, except where special notations have been made on the Drawings or in the General Requirements, which shall have precedence, since these construction Specifications are general in nature and will not cover special structures or unusual conditions.

#### 4.1 - NPDES CONSTRUCTION SITE GENERAL PERMIT

An NPDES and SWPPP is not required for this project since the area disturbed is less than 1.0 acre. The CONTRACTOR is required to use Best Management Practices (BMP) to prevent sediment and construction debris from entering the storm sewer system. The CONTRACTOR will use silt fencing at the entrances of any exposed storm sewer pipes in the fill and seeding areas to prevent sediment from entering the storm sewer system. The CONTRACTOR will also use gutter buddies or other approved devices to protect storm inlets from sediment intrusion during construction.

#### 4.2 - CLEARING AND GRUBBING

##### 4.2.1 - Scope

The Work shall consist of the clearing and grubbing of designated areas by removal and disposal of trees, snags, logs, stumps, shrubs, large rocks, and rubbish.

##### 4.2.2 - Removal

All trees, snags, logs, brush, stumps, shrubs, large rocks, and rubbish shall be removed from within the construction limits of the Project area. Unless otherwise specified, all stumps, roots, and root clusters having a diameter of one-inch or larger shall be grubbed out.

##### 4.2.3 - Disposal

Unless otherwise specified, all materials removed from the cleared and grubbed areas shall be disposed of at a state-approved disposal facility or other approved site. Stumps shall be removed and properly disposed of by the Contractor.

##### 4.2.4 - Measurement and Payment

For items of Work for which specific lump sum prices are established in the Contract, payment for clearing, final grading and backfill, and grubbing, will be made at the Contract lump sum prices. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to completion of the Work.

Compensation for any item of Work described in the Contract but not listed in the Bid Schedule will be considered incidental to the construction of the Project.

##### 4.2.5 - Items of Work and Construction Details

Items of Work to be performed in conformance with this Specification and the construction details therefore are:

#### 4.4.1 - Placing of Embankment/Fill

The earthen embankment/fill shall be placed in six-inch lifts and compacted in accordance with the paving subgrade requirements in the Specifications.

The Contractor will be required to complete all testing as called out in Article 8.2.2 of this Project Manual. It shall be noted that the Engineer will require the tests to be completed at various depths and locations throughout the Project.

#### **4.5 - WATER FOR EMBANKMENT/FILL**

The addition of water may or may not be required to obtain compaction. Water shall be provided by the Contractor. The Contractor must coordinate with the owner any use of city owned and operated water systems and water prior to any usage, and pay any costs for water to the city.

#### **4.6 - AIR QUALITY AND DUST POLLUTION CONTROL**

Dust control and air quality at the property boundary shall meet all federal, state, and local guidelines. The Contractor shall water down the Site to reduce dust, which may cause health or other safety concerns. The Contractor shall be responsible for providing the dust control when needed or at the Engineer's request.

#### **4.7 - ENVIRONMENTAL PROTECTION AND CONTROLS**

The Contractor shall minimize the pollution of air, water, or land; and shall control noise, the disposal of solid waste materials, and protection of deposits of historical or archaeological interest.

The Contractor shall plan and execute earthwork in a manner to minimize duration of exposure of unprotected soils. Erosion and sediment control shall be placed as necessary from rough grading to final paving and landscaping or longer as required. Construction entrances shall be properly rocked to reduce tracking of sediment onto public or private roadways.

Dust control shall include reasonable measures, such as frequent road cleaning, application of water, or application of chemical dust suppressants, to prevent particulate matter from becoming airborne so that it remains visible beyond the limits of construction. The Engineer/Owner will determine the effectiveness of the dust control program and may request the Contractor to provide additional measures at no additional cost to the Owner.

#### **4.8 - SOD**

All grassed areas disturbed by construction shall be re-sodded. Sod shall be a blue grass or other approved mixture by the City.

Areas to receive sod shall be loosened and the final grade set two-inches below walks and drives.

Fertilizer for new sod shall be 18-18-18 mixture or as recommended by the supplier.

ARTICLE 5

P.C. CONCRETE CONSTRUCTION, NDOT 47BD-4000

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## ARTICLE 5

### P.C. CONCRETE CONSTRUCTION, NDOT 47BD-4000 - (SLAG)

#### 5.0 - DESCRIPTION OF THE WORK

The Work covered by this section of the Project Manual consists of furnishing all labor, equipment, materials, and performing all operations in connection with the excavations, grading, preparation of subgrade, and construction of air-entrained Portland Cement concrete in strict accordance with this section of the Specifications and the applicable Drawings.

#### 5.1 - EXCAVATION AND EMBANKMENT

Excavation and embankment of every description, and of whatever substance encountered within the limits of this Project, shall be performed to the lines and grades indicated on the Drawings, or as directed by the Owner/Engineer. Except as otherwise permitted by the Engineer, all excavated areas shall be excavated in such a manner as would afford adequate drainage. No excavation material shall be considered to be property of the Contractor.

#### 5.2 - SUBGRADE

The bottom of the excavation for the concrete shall be known as the subgrade and shall conform to the grades shown on the Drawings.

All soft and yielding material, and other portions of the subgrade which will not compact readily when rolled or tamped, shall be removed as directed and replaced with suitable materials placed and compacted as specified herein.

The subgrade shall have uniform density and be compacted at, or slightly above, the optimum moisture content. The subgrade shall be thoroughly compacted with suitable equipment. The subgrade shall be finished in an acceptable condition at least one day in advance of the walk construction.

Concrete shall not be placed upon a soft, spongy or frozen subgrade, or other subgrade, the stability of which is, in the opinion of the Engineer, unsuitable for the placement of concrete.

The subgrade shall be in a moist condition at the time any concrete is placed. It shall be thoroughly wetted a sufficient time in advance of the placing of the concrete to insure that there will be no puddles or pockets of mud when the concrete is placed, but shall not be allowed to dry out before the concrete is placed.

Immediately prior to the placing of concrete, the subgrade shall be tested for conformity with the cross section shown on the Drawings, by means of an approved template riding on the side forms, if available. If necessary, material shall be removed or added, as required, to bring all portions of the subgrade to the correct elevations. It shall then be thoroughly compacted and again tested with the template. Concrete shall not be placed on any portion of the subgrade which has not been tested for correct elevation. The subgrade should also be cleared of any loose material which may have fallen upon it.

##### 5.2.1 - Subgrade Compaction Requirements

###### a. Flat Work/Stairs

The subgrade for cohesive soils with more than 10 percent passing the No. 200 sieve shall be compacted to a minimum of 95 percent, and not to exceed a maximum of 98 percent, of the maximum dry density of the standard proctor prior to the placement of any concrete. The maximum dry density and optimum moisture content of the subgrade shall be in accordance with ASTM D698, and in place density tests shall be in accordance with ASTM D2167, D2922, or D4564.

### **5.3 - GRADING**

#### **5.3.1 - Overexcavation**

The Contractor shall overexcavate, scarify, mix, and recompact a minimum of 8-inches below the bottom of the finished slab elevation.

This Work is considered incidental and shall be included in the appropriate Bid item.

#### **5.3.2 - Final Grading**

Contractor shall grade and backfill behind the walk in a neat workmanlike manner. All excess concrete and debris shall be removed from the excavation before backfilling. Material used for backfilling shall be suitable for seeding and shall not contain broken concrete, organic material, etc.

The Contractor shall not move heavy equipment on the new concrete within one week of placement without permission of the Owner/Engineer.

Objects and items removed during construction shall be replaced as part of the final grading.

### **5.4 - MATERIALS**

#### **5.4.1 - Concrete**

Concrete shall be composed of Portland Cement, aggregates, and water, and conform to the NDOT Standard Specifications for Highway Construction, 2017 Edition, Section 1002. Air entrainment shall be provided by the addition of an air-entraining agent to Portland Cement. These materials shall be furnished only from sources of supply approved by the Engineer before shipments are started. The basis for approval of such sources shall be the ability to produce materials of the quality and in the quantity required.

#### **5.4.2 - Portland Cement**

Portland cement shall conform to the requirements for Cement Type 1 or Cement Type I or Cement Type II in accordance with ASTM C150, Specification for Portland Cement including Table 2 (Maximum Equivalent Alkalis requirements only) and Table 3. When using Portland cement Type I or Type II it shall be combined with either Type "F" fly ash conforming to ASTM C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete, unless otherwise pre-approved in writing by the Engineer or with Ground Granulated Blast Furnace Slag conforming to ASTM C989 Standard Specification for Slag Cement for Use in Concrete and Mortars. The maximum fly ash replacement shall be twenty-five percent (25%). The maximum slag cement replacement shall be forty percent (40%).

Blended hydraulic cements, Type IP or Type IS, shall conform to the requirements in accordance with ASTM C595, Standard Specification for Blended Hydraulic Cements. Type IP cement shall have a maximum Type "F" fly as replacement of twenty-five percent (25%). Type IS cement shall have a maximum slag cement replacement of forty percent (40%).

All cements to be used in the City of Crete shall be on the Nebraska Department of Transportation (NDOT) Qualified Product List.

#### **5.4.3 - Air-Entraining Agent**

Air-entraining admixtures shall conform to the requirements of ASTM C260 and NDOT Standard Specifications for Highway Construction, 2017 Edition, Section 1007.

#### **5.4.4 - Aggregates**

All aggregates shall meet the NDOT Standard Specifications for Highway Construction, 2017 Edition, Section 1033. Gradation limits of final aggregate, Class B, shall meet Table 1033.02A; and coarse

### 5.5.3 - Joint Sealing Compound

Sealing material for filling and leveling of all sidewalk expansion joints shall be Sika Corporation, Sikaflex-1C, self leveling, polyurethane elastomeric sealant, or approved equal. The sealant shall meet ASTM C920. The sealant shall dry in a concrete color, or as approved by the Owner and Engineer.

### 5.5.4 - Metal Supports

Metal chairs used to support tie bars or reinforcing bars shall be channel shaped, pressed out of sheet steel of not less than 12-gauge (U.S. STD.) metal, and conforming to details shown on the Drawings. Metal assembly used to support dowel bars shall be so constructed and of such strength that the bars shall be held in true alignment and plane at all times. Brick or concrete pieces will not be allowed as substitutes of metal supports.

### 5.5.5 - Materials for Curing Concrete

Curing compound shall be W.R. Meadows, Inc., Sealtight 1650 curing compound, or approved equal. The compound shall meet NDOT Standard Specifications for Highway Construction, 2017 Edition, Section 1010, ASTM C309, and AASHTO M 148. The Contractor shall use extreme care in placing of curing compound around buildings, signs, etc., and shall remove all excess curing from such locations. No curing compound shall be placed on areas that will have synthetic turf.

## 5.6 - MIXING AND PLACING

### 5.6.1 - Batching

Measurement and batching of cement and aggregates shall be by weight on scales accurate to within one-half of one percent. One sack of cement shall be considered to weigh 94 pounds net. Bulk cement and cement from fractional sacks shall be weighed.

### 5.6.2 - Proportioning Concrete

Proportions of cement, water, and aggregates shall conform to the standard proportions for pavement concrete of the Nebraska Department of Transportation 47BD-4000.

All concrete shall be air-entrained and the volume of air in the freshly mixed concrete shall be obtained by using an air-entraining admixture. For a method of measuring air content see Section 5.6.10. Air-entrained concrete shall have a total air content of 6 to 8-1/2 percent by volume of the plastic concreting, including natural entrained air found in Portland Cement.

#### a. 47BD-4000

The minimum cement and fly ash content shall not be less than six sacks (94 pounds per sack) per cubic yard of concrete. The maximum fly ash content shall be 98 pounds. The maximum size aggregate shall not exceed 1/4 of the slab thickness. The percent coarse aggregate to total aggregate shall be 30 percent, plus or minus 3 percent. The maximum water/cementitious ratio shall be 0.42. The Contractor is responsible to adjust the water/cementitious ratio so that the concrete supplied achieves the required compression strength without exceeding the maximum water/cementitious ratio. Compressive strengths shall be a minimum of 2800 psi at 7 days and 4000 psi at 28 days.

#### b. 47B-3500

The minimum cement and fly ash content shall not be less than six sacks (94 pounds per sack) per cubic yard of concrete. The maximum fly ash content shall be 98 pounds. The maximum size aggregate shall not exceed 1/4 of the slab thickness. The percent coarse aggregate to total aggregate shall be 30 percent, plus or minus 3 percent. The maximum water/cementitious ratio shall be 0.45. The Contractor is responsible to adjust the water/cementitious ratio so that the concrete supplied achieves the required compression

#### 5.6.7 - Time of Mixing

The mixing of each batch shall continue for not less than one minute after all materials, except water, are in the mixer. All mixing water shall be introduced in the drum before 1/4 of the mixing time has elapsed.

The mixer shall rotate at the rate recommended by its manufacturer. The mixer shall be provided with a batch timing device which shall be subject to inspection and adjustment by the Engineer at any time.

#### 5.6.8 - Ready-Mixed Concrete

Ready-mixed concrete shall be mixed and transported in accordance with the current ASTM Specification for Ready-Mixed Concrete (Designation C94). Any concrete which is not plastic and workable without adding water when it reaches the subgrade shall be rejected.

#### 5.6.9 - Remixing

Concrete or mortar that has stiffened but not set may be used after mixing, if it is plastic enough to be compacted in the forms. Water must not be added at time of remixing.

#### 5.6.10 - Measuring of Air Content

The air content of freshly mixed air-entrained concrete shall be checked at least three times daily. Concrete with air contents above or below the amount specified in Section 5.6.2 shall be corrected by adjustments in the mix design or quantities of air-entraining admixture being used.

The air content shall be measured in accordance with NDOT T121 or T152 and ASTM C231 or ASTM C173.

### **5.7 - FORMS AND EQUIPMENT**

#### 5.7.1 - Forms

Forms shall be made of metal or wood and shall have a depth equal to, or greater than, the prescribed edge thickness of the pavement slab. The minimum length of each section of form used shall be 10 feet. Each section of form shall be straight, clean, and free from bends or warps. The maximum deviation of the top surface of any section shall not exceed 1/8 inch, or the inside face not more than 1/4 inch from a straight line. The method of connection between sections shall be such that the joint thus formed shall be free from movement in any direction. Forms shall be of such cross section and strength and so secured as to resist the pressure of the concrete when placed, and the impact and vibration of any equipment which they support, without springing or settlement.

Each 10-foot length of form shall have at least 3 form braces and pin sockets, which shall be spaced at intervals of not more than 5 feet, having the end brace and socket not more than 6 inches from the end of the form, and shall have an adequate locking device. Approved flexible forms shall be used for construction where the radius is 150 feet or less.

#### 5.7.2 - Setting Forms

The subgrade under the forms shall be compacted and cut to grade so that the form, when set, will be uniformly supported for its entire length at the specified elevation. Forms shall be jointed neatly and in such a manner that the joints are free from play or movement in any direction. Forms shall be set, as herein specified, for at least one day's construction ahead of the actual placing of the concrete. The supply of forms shall be sufficient to permit their remaining in place for at least 12 hours after the concrete has been placed. All forms shall be cleaned and oiled each time they are used.

### 5.9.1 - Moist Curing

Moist curing shall be accomplished by covering of burlap, cotton mats, or other approved fabric mat used singly or in combination.

Curing mats shall be thoroughly wet when applied and kept continuously wet and in intimate contact with the pavement surface for the duration of the moist curing period. Other fabric mats shall conform in design and shall provide a curing medium at least equal to cotton mats. Cotton mats, other fabric mats, and burlap strips shall be furnished in the widths or lengths, after shrinkage, required to cover the entire width and edges of the pavement lane. Mats or burlaps shall be lapped at joints between adjacent sheets to prevent drying of this location. Moist curing, when used as initial curing, shall be continued for not less than 24 hours.

### 5.9.2 - Liquid Membrane Curing Compound

Pigmented liquid, non-bituminous membrane curing compound shall meet the Specifications under Section 5.5.5. The curing compound must be applied to cover the surface completely and uniformly at a rate which will achieve the performance requirement specified in AASHTO Specifications M 148, Type 2. The minimum rate of coverage shall be one gallon for 20 square yards. This method of curing shall be applied immediately behind final finishing operation, or after the initial curing, when a combination of methods is used. Failure to provide complete and uniform coverage at the required rate will be cause for discontinuance of this method of curing and the substitution of one of the other approved methods. The compound shall be kept agitated to prevent the pigment from settling. Special care shall be taken to apply the curing compound to the pavement edges immediately after the forms have been removed. Curing compound shall not be allowed to enter or cover any sawed joint. Should this occur, the joint shall be resawed to remove all traces of the compound.

ARTICLE 6  
ALUMINUM HANDRAILS  
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## ARTICLE 6

### ALUMINUM HANDRAILS

#### 6.0 – GENERAL

##### 6.0.1 – Summary

- a. Section Includes: Aluminum handrail.

##### 6.0.2 – Definitions

- a. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas and for pedestrian guidance and support, visual separation, or wall protection.

##### 6.0.3 – References

- a. ANSI/CABO A117.1 – American national Standard for Building and Facilities ; Providing Accessible and Usable Building and Facilities ; Council of American Building Officials.
- b. ASTM B 221 – Standard Specification for Aluminum and Aluminum – Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
- c. ASTM E 935 – Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Building.
- d. ASTM E 985 – Specification for Permanent Metal Railing and Rails for Buildings.
- e. ASNI Z 07.1 – Glazing Material used in Building Safety Performance Specifications and method of test.
- f. ASTM E 894 – Anchorage of Permanent Metal Railing Systems and Rails for buildings.
- g. Section 1607.7 of 2018 International Building Code (IBC)
- h. AAMA – 2604-13 Voluntary, Performance Requirements and test procedures for high performance organic coatings on aluminum extrusions and panels.
- i. Americans with Disabilities Act Accessibility Guidelines (ADA).
- j. American Society for Testing and Materials (ASTM) E 935 - Standard Test Method for Performance of Permanent Metal Railing Systems and Rails for Buildings.
- k. American Society for Testing and Materials (ASTM) E 985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings.
- l. AAMA – 2604-13 Voluntary, Performance Requirements and test procedures for high performance organic coatings on aluminum extrusions and panels.

##### 6.0.4 – Performance Requirements

- a. Structural Requirements:

durability properties of alloy and temper designated below for each aluminum form required.

- a. Extruded Bar and Tube: ASTM B 221 (ASTM B 221 M), alloy 6063-T5/T52
- b. Extruded Structural Pipe and Tube: ASTM B 429, alloy 6063-T832.
- c. Plate and Sheet: ASTM B 209 (ASTM B 209M), alloy 6061-T6.
- d. Die and Hand Forgings: ASTM B247 (ASTM B 247 M), alloy 6061-T6.
- e. Castings: ASTM B 26/B 26M, alloy A356-T6.

b. Physical dimensions of aluminum railing components:

- 1. [As indicated on the Drawings].
- 2. Height: 36"
- 3. Rails: Circular shaped 1-1/2" in diameter.

#### 6.1.2 – Finishes

a. Appearance of Finished Work:

- 1. Variations in appearance of abutting or adjacent units are acceptable if they are within one-half of the range of approved samples. Noticeable variations in the same unit are not acceptable.
- 2. Variations in appearance of other components are acceptable if they are within the range of approved samples and are assembled or installed to minimize contrast.

### 6.2 – EXECUTION

#### 6.2.1 – Installation, General

- a. Install Hand Rail in locations shown in compliance with manufacturer's written instructions. During installation, aluminum components shall be carefully handled and stored to avoid contact with abrasive surfaces. Install components in sequence as recommended by railing manufacturer.

#### 6.2.2 – Cleaning

- a. Remove all traces of dirt and soiled areas.
- b. Clean by washing thoroughly with clean water and soap, rinsing with clean water, and wiping dry.

#### 6.2.3 – Protection

- a. Protect railings from damage during construction period with temporary protective coverings. Remove protective coverings at time of Substantial Completion.
- b. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field.

ARTICLE 7  
SYNTHETIC TURF  
INDEX

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7.0 GENERAL	1
7.1 SYNTHETIC TURF	1
7.2 SPECIFICATIONS	1
7.3 ADHESIVE	1
7.4 INSTALLATION	1

**ARTICLE 7**  
**SYNTHETIC TURF**

**7.0 – GENERAL**

This article covers the furnishing and installation of the synthetic turf for the project. Turf shall be installed per the manufacturers requirements using only materials approved and recommended by the turf manufacturer/supplier

**7.1 – SYNTHETIC TURF**

Synthetic turf shall be similar to Synthetic Turf International systems. The turf is to be installed outdoors over a concrete base. The type of synthetic turf shall be similar to SoftLawn SP-250. Local retailer is Diamond Cut Lawns of Omaha, Nebraska, diamondcutlawns.net, (402) 933-6282, other types of synthetic turf must be approved by the Owner. Samples shall be provided to both Owner and Engineer for any proposed turf substitution.

**7.2 – SPECIFICATIONS**

Synthetic turf shall meet the following requirements:

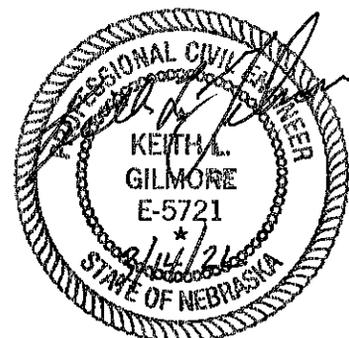
- |                                 |  |
|---------------------------------|--|
| 1. Primary/Stalk Yarn Polymer   | Polyethylene   |
| 2. Secondary/Thach Yarn Polymer | Polypropylene  |
| 3. Yarn Cross Section           | Polyethylene Monofilament/<br>Textured Polypropylene |
| 4. Standard Colors              | Field/Olive & Forest/Olive                           |
| 5. UV Stabilized                | Yes  |
| 6. Fabric Construction          | Tufted   |
| 7. Primary Backing              | Dual Layered Woven Polypropylene                     |
| 8. Coating                      | SilverBack Polyurethane                              |
| 9. Perforations                 | Yes  |
| 10. Infill                      | 2-3 pounds Silica Sand                               |
| 11. Pile Height                 | 1-1/2 inches   |
| 12. Total Weight                | 102 oz   |

**7.3 – ADHESIVE**

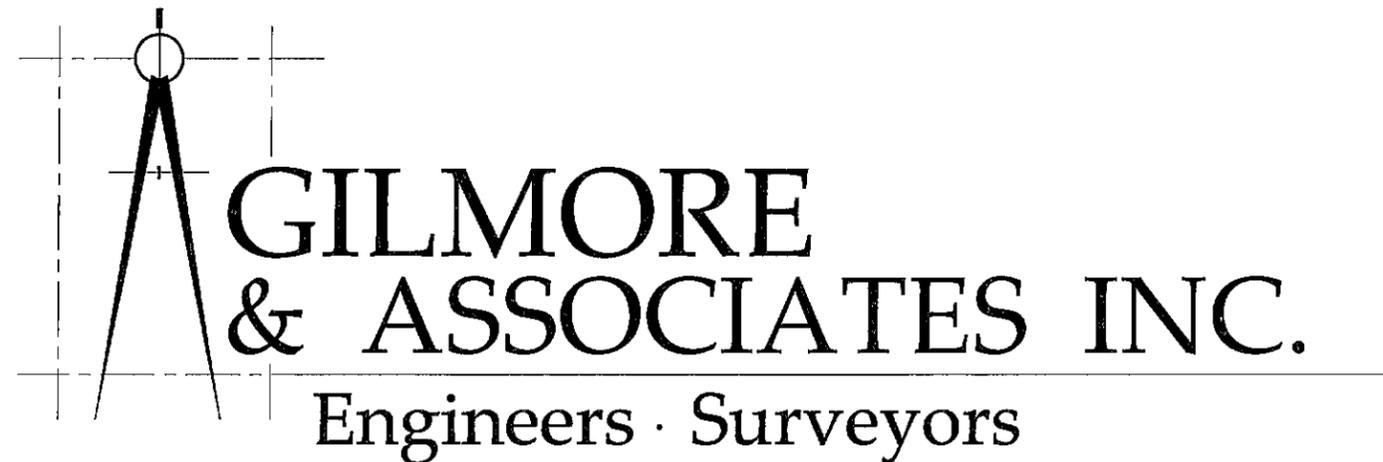
Adhesive shall be that recommended by the manufacturer/supplier for the installation on a concrete subbase.

**7.4 – INSTALLATION**

Turf shall be installed per the manufacturer recommendations. Turf is to be installed so as not to provide a tripping hazard. Sub-base shall be recessed per installer requirements to prevent tripping hazard.



# LIBRARY CONCRETE WORK CRETE, NEBRASKA 2022



**BIDDING DOCUMENTS NOTE:**

Complete sets of Bidding Documents as issued by Gilmore and Associates, Inc. or Quilley & Co., must be used in preparing bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, or copies of Bidding Documents obtained in electronic media form, Internet print rooms or other Internet sites, or copies of Bidding Documents obtained from any source other than Gilmore and Associates, Inc.

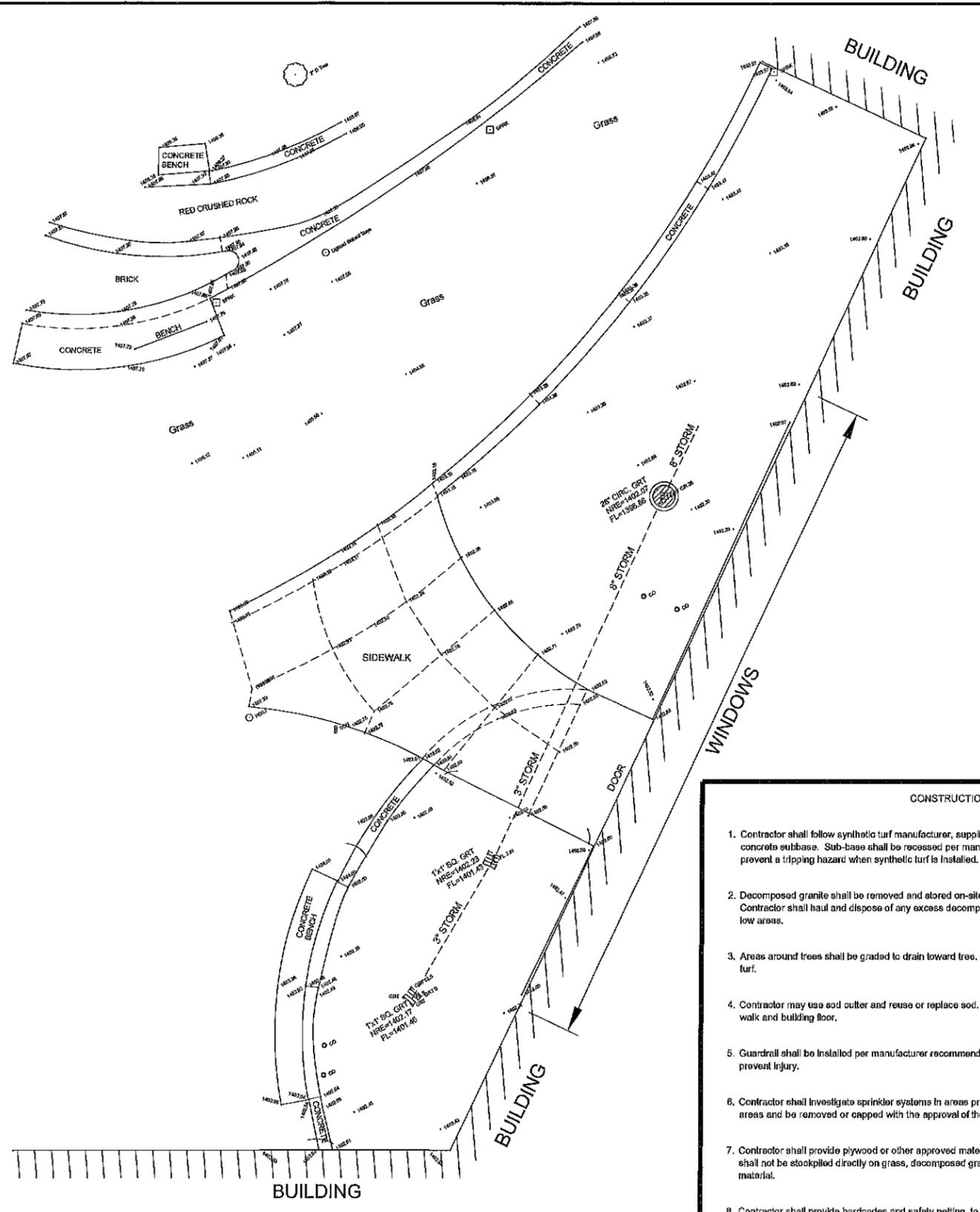


**ENGINEER'S CERTIFICATE**

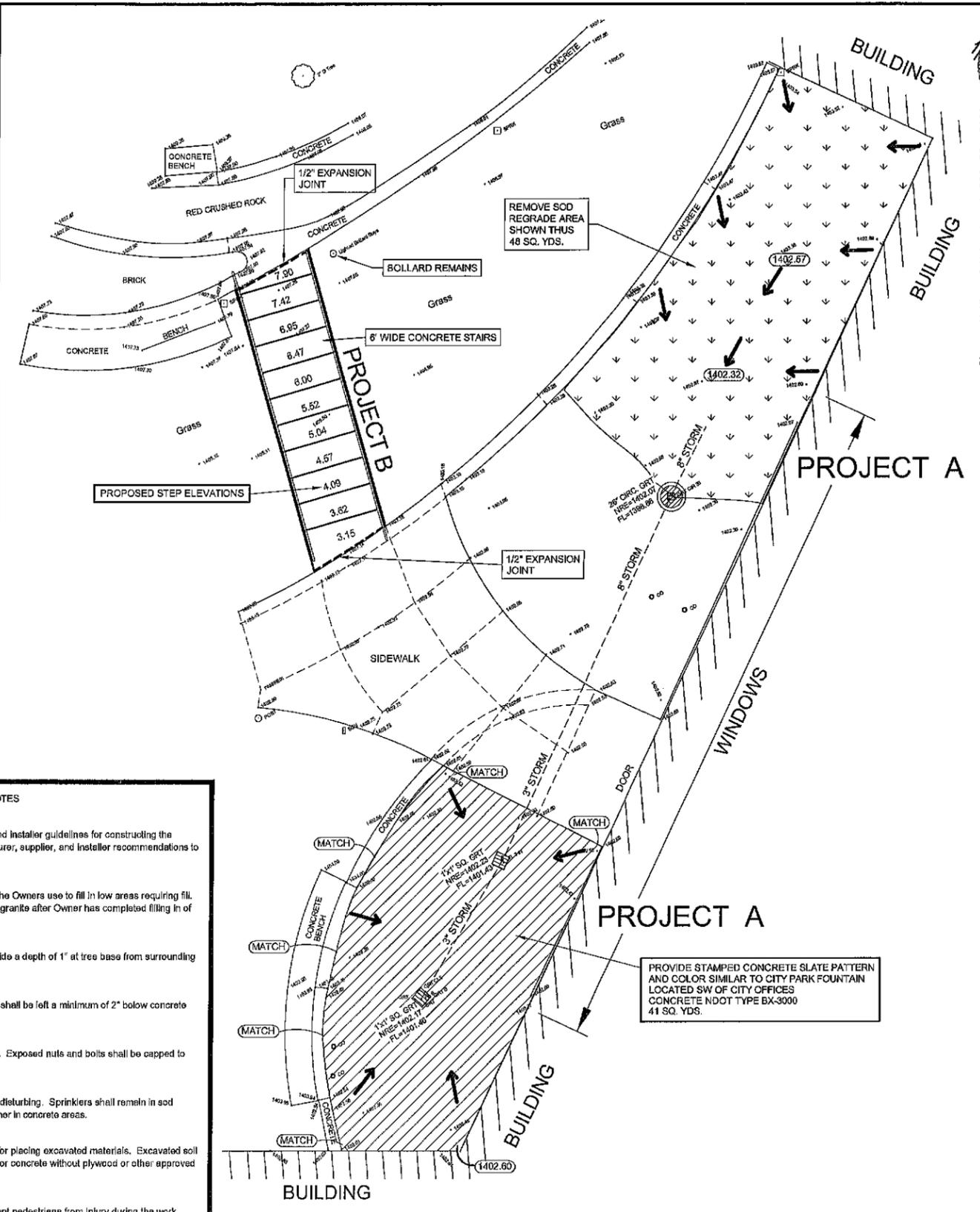
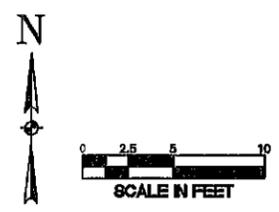
I, Keith L. Gilmore, hereby certify that this document was prepared by me or under my direct supervision, and that I am a duly registered professional engineer under the laws of the State of Nebraska.

*Keith L. Gilmore*  
Keith L. Gilmore, Nebr. PE No. E-5721

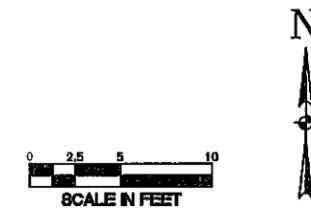
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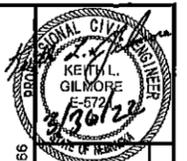
**PROJECTS A & B  
EXISTING SITE**



**PROJECTS A & B  
SITE PLAN**



- CONSTRUCTION NOTES**
- Contractor shall follow synthetic turf manufacturer, supplier, and installer guidelines for constructing the concrete subbase. Sub-base shall be recessed per manufacturer, supplier, and installer recommendations to prevent a tripping hazard when synthetic turf is installed.
  - Decomposed granite shall be removed and stored on-site for the Owners use to fill in low areas requiring fill. Contractor shall haul and dispose of any excess decomposed granite after Owner has completed filling in of low areas.
  - Areas around trees shall be graded to drain toward tree. Provide a depth of 1" at tree base from surrounding turf.
  - Contractor may use sod outler and reuse or replace sod. Sod shall be left a minimum of 2" below concrete walk and building floor.
  - Guardrail shall be installed per manufacturer recommendation. Exposed nuts and bolts shall be capped to prevent injury.
  - Contractor shall investigate sprinkler systems in areas prior to disturbing. Sprinklers shall remain in sod areas and be removed or capped with the approval of the Owner in concrete areas.
  - Contractor shall provide plywood or other approved materials for placing excavated materials. Excavated soil shall not be stockpiled directly on grass, decomposed granite, or concrete without plywood or other approved material.
  - Contractor shall provide barricades and safety netting, to prevent pedestrians from injury during the work. Pedestrian control is the responsibility of the Contractor.
  - Access to the building shall be maintained during construction.
  - Damages to adjacent walks, paths, lawns, lighting, etc., caused by the Contractor, shall be repaired and restored to the same condition as prior to construction, at the Contractor's expense.
  - Contractor is to verify utilities in the project area, and prevent damage during the work. Utilities damaged during the course of the construction will be restored to their original condition, or better.
  - Contractor shall coordinate with the Owner access to the building for scheduled events.



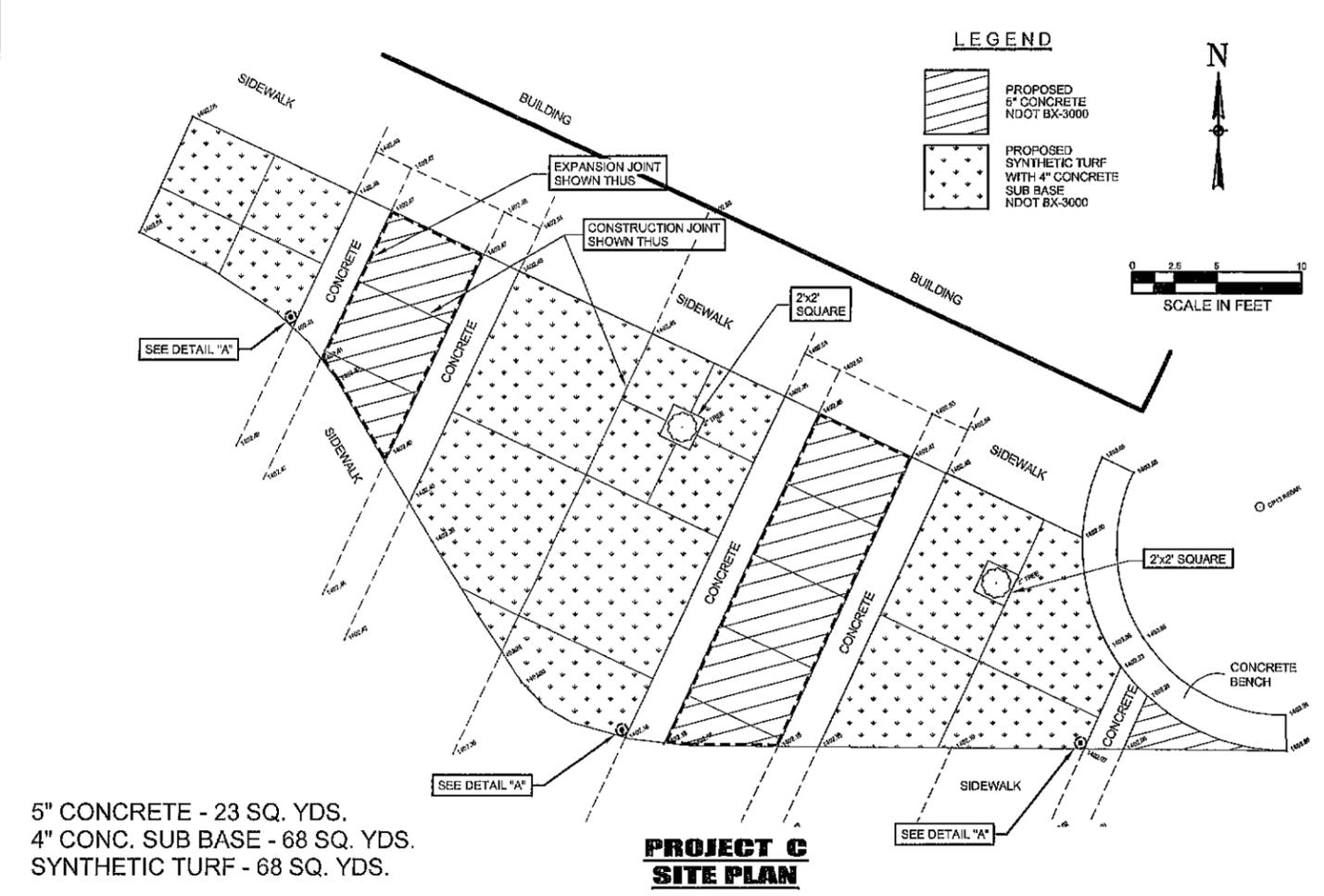
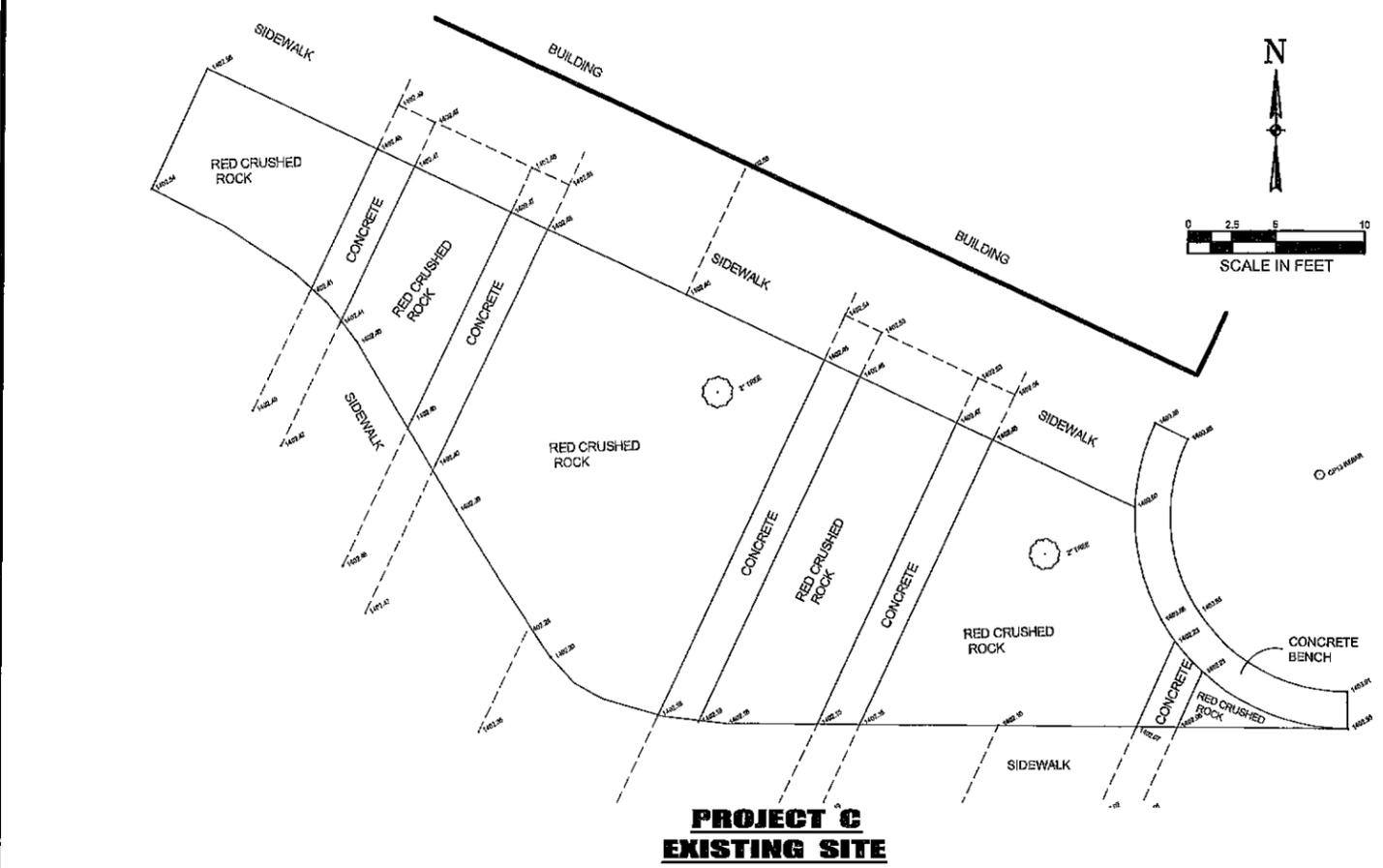
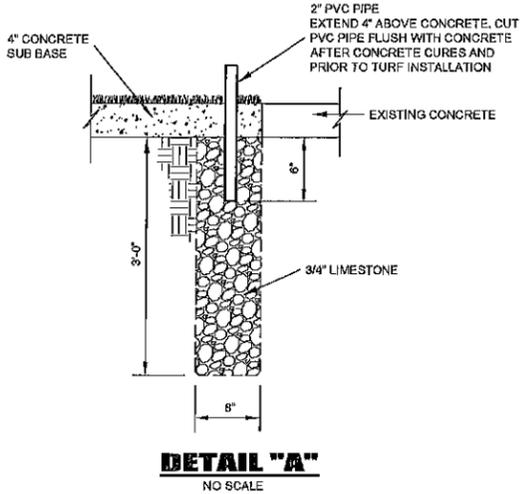
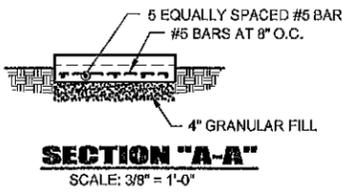
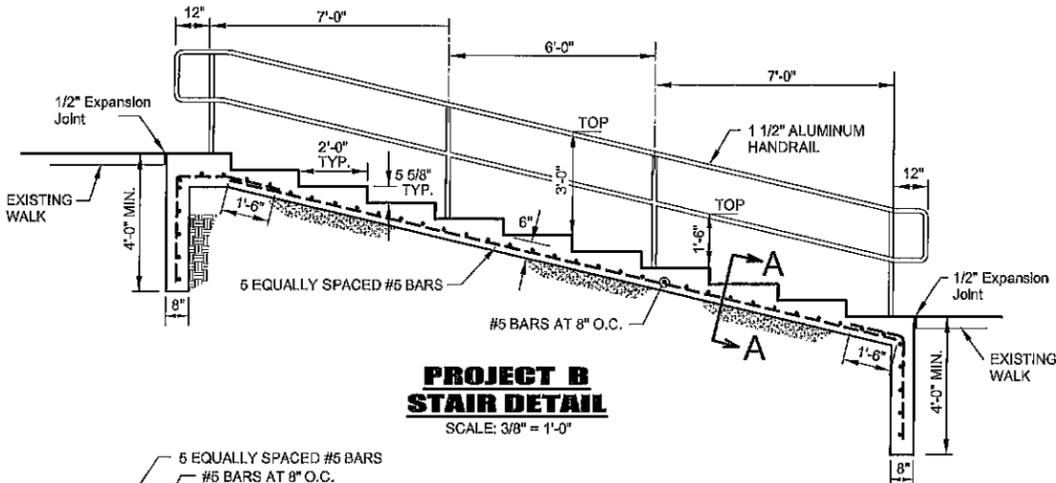
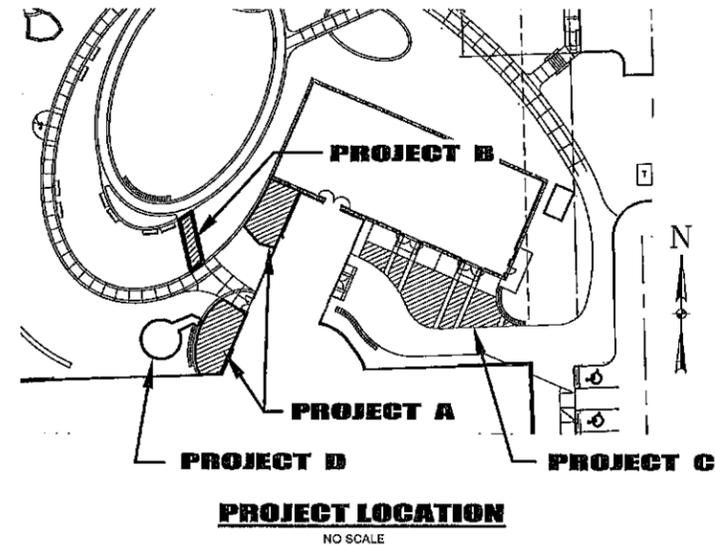
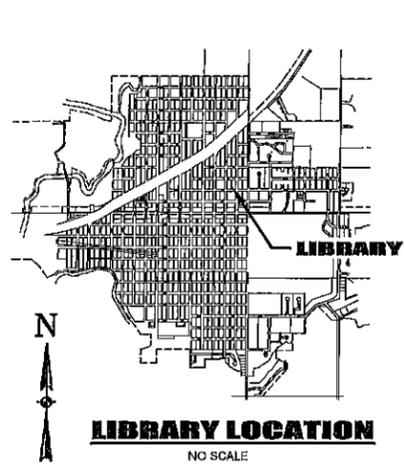
Diggers Hotline of Nebraska 1-800-331-5666

Phone (402) 394-2987  
Fax (402) 394-2987  
E-mail: klgilmore@gilmoreinc.com  
Web: www.gilmoreinc.com  
Columbus, Nebraska 68402-0285

**GILMORE & ASSOCIATES INC.**  
Engineers - Surveyors

**LIBRARY CONCRETE WORK 2022  
CRETE, NEBRASKA  
PROJECTS A & B**

DRN BY: QRK / RTK  
DATE: 3-11-2022  
SCALE: AS SHOWN  
PROJ.: 226.350  
SHEET: 1 of 3



5" CONCRETE - 23 SQ. YDS.  
 4" CONC. SUB BASE - 68 SQ. YDS.  
 SYNTHETIC TURF - 68 SQ. YDS.



Diggers Hotline of Nebraska 1-800-331-3333  
 Phone (402) 944-3807  
 Fax (402) 944-3807  
 2000 S. 26th Ave., Lincoln, Nebraska 68502-0505

**GILMORE & ASSOCIATES INC.**  
 Engineers - Surveyors

LIBRARY CONCRETE WORK 2022  
 CRETE, NEBRASKA  
 DETAILS AND PROJECT C

DRN BY: GRK / RTK  
 DATE: 2-23-2022  
 SCALE: AS SHOWN  
 PROJ: 226.350  
 F.B.:  
 SHEET: 2 of 3

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March 30, 2022

Ref: 226.350

Honorable Mayor and City Council  
City of Crete  
P.O. Box 86  
243 East 13<sup>th</sup> Street  
Crete, NE 68333-0086

Library Concrete Work 2022 - Crete, Nebraska

Enclosed is a copy of the project manual and drawings regarding the above-referenced project. Prior to advertising for bids, the City Council will need to approve the project manual and drawings as provided and authorize advertising for bids.

It is our recommendation that the advertisement be published at least three weeks prior to the selected bid opening date. You will need to contact our office and inform us of the selected bid date so that we may separately send out advertisements to contractors known to be interested in the work.

In accordance with the Nebraska State Statutes, we are submitting an estimate of cost for this project:

Library Concrete Work	\$40,000
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Since this is a statutory requirement, we suggest that at your next meeting, by a vote of the City Council, you approve the estimate specifying or setting out the amount in your minutes.

Respectfully submitted,

Keith L. Gilmore, P.E.  
GILMORE & ASSOCIATES, INC.

KLK:va

Enclosures

pc: Tom Ourada, City Administrator  
Jerry Wilcox, City Clerk/Treasurer

## ADVERTISEMENT FOR BIDS

The City of Crete will receive Bids for the construction of Library Concrete Work 2022 until \_\_\_\_:\_\_\_\_ a.m., \_\_\_\_\_, 2022 at the City Office, 243 East 13th St., Crete, Nebraska, 68333. At that time, all bids will be opened and publicly read aloud.

The construction work contemplated in this project includes the following principal features:

### **A. WEST PROJECT**

Removals, concrete work, grading, sod, and related work.

### **B. STEPS AND RAILS**

Removals, concrete work, hand rails, grading, and related work.

### **C. EAST PROJECT**

Remove decomposed granite and install concrete work, synthetic turf and related work.

### **D. MUSIC PAD**

1. Removals, concrete work, drain grate, drain pipping, grading, and related work.
2. Remove existing sprinklers and install new sprinkler heads, pipping valve and related work.

The Bid shall be an aggregate bid on all Work to be performed, broken down in such a manner as will accurately reflect unit prices for estimated quantities set out herein. Details of construction, materials to be used, and methods of installation for this Project are given in the Drawings and Project Manual. A Contract will be awarded to the low, responsive, responsible Bidder, whose Bid is most advantageous to the Owner, based on the aggregate bid for the Work, construction time schedule, begin and end construction dates, materials, and past performance on contracts with the Owner.

One contract will be awarded for the projects.

Bidding Documents, including Drawings and Project Manual, are on file at City Office, 243 East 13th St., Crete, Nebraska. These documents may be downloaded in electronic portable document format (pdf) for bidding purposes from [QuestCDN](http://QuestCDN), at [www.questcdn.com](http://www.questcdn.com), Project # 8145638 for \$15.00. No refund will be issued to the Bidder(s).

Complete sets of Bidding Documents as issued by QuestCDN and/or the Issuing Office must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or Bidding Documents obtained from any source other than QuestCDN or the Issuing Office.

Each Bid shall be accompanied in a separate sealed envelope by a certified check drawn on a solvent bank in the State of Nebraska, or Bid Bond in an amount not less than five percent of the total Bid, and shall be made payable to the City of Crete, Nebraska, as security that the Bidder to whom the Contract will be awarded will enter into a Contract to build the improvements in accordance with this notice, and give bond in the sum as hereinafter provided for construction of the improvements. Checks and bonds accompanying Bids not accepted shall be returned to the Bidder in accordance with the terms contained in the Instructions to Bidders.

No Bids shall be withdrawn after the opening of Bids without consent of the City of Crete, Nebraska, for a period of 45 days after the scheduled time of opening Bids.

The Successful Bidder will be required to furnish satisfactory Performance and Payment Bonds in the sum of the full amount of the Contract. Said bonds, to be executed by a responsible corporate surety, shall guarantee: the faithful performance of the Contract; the terms and conditions therein contained; and payment for all labor and materials used in connection with the Work.

The City of Crete, Nebraska, reserves the right to reject any and all bids and to waive any technicalities in bidding.

Dated at Crete, Nebraska, this \_\_\_ day of \_\_\_\_\_ 2022, by order of the Mayor and City Council of Crete, Nebraska.

CITY OF CRETE, NEBRASKA

Dave Bauer, Mayor



**One Billing Solutions**  
YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

## **BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective \_\_\_\_\_ by and between the City of Crete, Nebraska hereinafter referred to as “Covered Entity”, and One Billing Services, LLC hereinafter referred to as “Business Associate”, (individually a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 -264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “The Administrative Simplification provisions, “direct the Department of health and Human Services to develop standards to protect the security, confidentiality, and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule” and the “HIPAA Security Rule”); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as “the HITECH Act” has amended the HIPAA and the HIPAA regulations, including HIPAA’s Administrative Simplification provisions; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to protected health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties’ continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

### **I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule and the HIPAA Security Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule and Security Rule, as amended, the HIPAA Privacy Rule and Security Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and Security Rule, but are nonetheless permitted by the HIPAA Privacy Rule and/or Security Rule, the provisions of this Agreement shall control.

The term “Protected Health Information (abbreviated as “PHI”) means individually identifiable health information, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or

future physical or mental health or condition of an individual; the provision of health to an individual; and information that can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form; including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

### (A) Business Associate agrees:

(i) to use or disclose any Protected Health information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule, or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA privacy Rule and Security Rule that may apply to Business Associate.

### (B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) The disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties

evidencing their business relationship. For purposes of this Agreement, data, aggregation with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (C) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (A) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative Physical and Technical safeguard and requirements.
- (B) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- (C) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (D) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic Protected Health Information ("ePHI"), to prevent use or disclosure other than as provided for by this Agreement.
- (E) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (F) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (G) Breach Disclosures to Covered Entity. Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. Further Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
  - (i). A breach is considered discovered on the first day the Business Associate knows or should have known about it.
  - (ii). In no case shall the Business Associate notify the Covered Entity of any breach later than five (5) days after breach is discovered.

(iii). Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.

For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.

(H) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(I) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner, within 3 days, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.5.

(i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner, within 3 days.

(J) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary-, in a time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.

(K) Business Associate agrees to document such disclosures of Protected Health Information and Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(L) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(M) Business Associate agrees to comply with the requirements of the 'Red Flags' Rule and implement a compliant identity theft prevention program by or before the required "Red Flags" Rule compliance date.

#### IV. AVAILABILITY OF PHI

(a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.

(b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

(c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

## V. TERM AND TERMINATION

(A) Term. The Term of this Agreement shall be for the same duration as the Billing Services Agreement.

(B) Termination By Covered Entity. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

(C) Termination By Either Party. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful either: terminate the Agreement, if feasible.

(D) Return or Destruction of PHI. Return or Destruction of PHI. At the termination of this Agreement, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

## VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Privacy Rule or Security Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Nebraska. No change, waiver or discharge of any liability or obligation hereunder .on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and Effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022 to become effective as of the day and year of the effective date set forth above.

**One Billing Solution, LLC**  
("Business Associate")

**City of Crete, Nebraska**  
("Covered Entity")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Beth Grassau

By: David Bauer

Title: Director of Operations

Title: Mayor

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

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



# One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

## BILLING SERVICES AGREEMENT

This Agreement is made effective \_\_\_\_\_ by and between One Billing Solution, Inc., hereafter referred to as “OBS”, and the City of Crete, Nebraska, hereinafter referred to as “Medical Service Provider”, (individually a “Party” and collectively the “Parties”).

WHEREAS, OBS is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, Medical Service Provider, is a public and/or private provider of rescue squad and ambulance services in the area commonly known as the City of Crete, Nebraska and surrounding rural areas, and

WHEREAS, Medical Service Provider is compensated for its ambulance and rescue services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, Medical Service Provider desires to engage and retain the billing services of OBS:

IT IS THEREFORE, AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF AGREEMENT.** OBS shall provide Medical Service Provider billing services as set forth in detail below, commencing on the effective date stated above and shall continue for a period of one (1) year thereafter unless terminated earlier as provided in this agreement. This Agreement shall be automatically renewed for successive one (1) year terms unless and until terminated as provided herein, or modified in writing and agreed to be both parties.
2. **BILLING SERVICES TO BE PROVIDED.** OBS will provide the following billing services on behalf of Medical Service Provider as follows:
  - A. Verify all billing information;
  - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public, and private health insurance, Medicare, Medicaid, automobile liability carriers, workers' compensation carriers, and homeowner insurances;
  - C. Provide all appropriate HCPCS, ICD10, and condition codes (symptom/diagnosis codes);
  - D. Prepare and mail invoices to private patients and complete and submit claim forms to public and/or private insurance carriers or other responsible party (via postal service or electronically through contracted clearinghouse);
  - E. Provide follow-up billing at least two times after initial written billing to private patients;

- F. Coordinate, correspond, and reply to all inquiries from private patients, and public and/or private insurance carriers;
  - G. Obtain status reports on claim processing from all public and/or private insurance carriers;
  - H. Provide customer service access during normal business hours, weekends and holidays excluded;
  - I. Provide contract completion for participating agreements with insurance companies; and act as authorized representative;
  - J. Provide cash posting services;
  - K. Provide to Medical Service Provider monthly accounts receivable, transactions, and itemized payment and write-off summaries, all to be provided to Medical Service Provider no later than the 10<sup>th</sup> business day of the following month. Any write-offs on unpaid invoices or balances after payment by public and private insurance carriers or other third-party payors shall be at the direction of the Medical Service Provider pursuant to its policies and procedures in accordance with all state and federal regulations regarding billing and write-offs for medical services.
3. **COMPENSATION.** Medical Service Provider agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or Medical Service Provider and/or any collection or recovery agency acting on behalf of Medical Service Provider in the previous month. OBS shall invoice Medical Service Provider for its compensation no later than the 10<sup>th</sup> day of the following month in which payments or insurance proceeds are received, and Medical Service Provider agrees to pay said invoices within 30 days.
4. **INFORMATION PROVIDED BY MEDICAL SERVICE PROVIDER.** Medical Service Provider agrees to provide to OBS for each rescue squad or ambulance call the information required on these three forms:
- (1) a signed medical necessity form, a sample copy of which is attached hereto and fully incorporated herein, together with
  - (2) the demographic sheet from each hospital or medical care facility to which the patient has been transported, and
  - (3) a completed run report.
- Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.
5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES.** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:
- a. OBS shall provide that payments on all claims shall be made in the name of the Medical Service Provider and claims payments forwarded to OBS.
  - b. Medical Service Provider shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.
  - c. Medical Service Provider shall provide OBS with a "Deposit Only" Stamp and bank deposit slips;

- d. If applicable, OBS will endorse claims payments “For Deposit Only” to Medical Service Provider’s bank and cause these claim payments to be deposited in Medical Service Provider’s account not less than once a month.
  - e. If applicable, Medical Service Provider has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the Medical Service Provider’s bank account, not less than once a week following the receipt of claims payments.
  - f. In the event Medical Service Provider receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.
  - g. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties, and added to this agreement as an addendum.
6. TERMINATION. This agreement may be terminated according to the following provisions:
- A. Termination Without Cause. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by MEDICAL SERVICE PROVIDER as a result of the billing services provided by OBS after the effective date of termination of this agreement.
  - B. Terminate for Cause. A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
    - i. the business of the other party is terminated or suspended;
    - ii. a petition for bankruptcy is filed by or against the other party;
    - iii. a receiver is appointed on account of the other party’s insolvency;
  - C. Termination or Amendment as a Result of Government Regulation. A party shall have the right to terminate or unilaterally amend this Agreement, without liability, upon written notice to the other party, in order to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which:
    - i. invalidates or is inconsistent with the provisions of this Agreement;
    - ii. would cause a party to be in violation of the law;
    - iii. jeopardizes the tax-exempt status of the terminating or amending party or any affiliate of such party, if applicable;
    - iv. jeopardizes the tax-exempt status of any bonds issues for the benefit of the terminating or amending party or any affiliate of such party, if applicable, or
    - v. jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of the terminating or amending party or any affiliate of such party, if applicable. If either party deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to the other party, the unaccepting party may

choose to terminate this Agreement immediately without cause or liability upon notice to the other party.

D. Payment of Fees After Termination. Upon any termination of this Agreement, CONTRACTOR shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. MODIFICATION AND ASSIGNMENT. This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
8. NOTICES. All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

<p>If to OBS:</p> <p>One Billing Services, LLC          11718 Nicholas Street          Suite 100          Omaha, NE 68154          ATTN: Beth Grassau</p>	<p>If to MEDICAL SERVICES PROVIDER:</p> <p>City of Crete          ATTN: Tom Ourada          234 E. 13th Street          PO Box 86          Crete, NE 68333</p>
<p>With a copy, by regular United States mail, postage prepaid, to:</p>	<p>With a copy, by regular United States mail, postage prepaid, to:</p>
<p>Erickson Sederstrom          ATTN: Andrew Collins          10330 Regency Dr., Suite 100          Omaha, NE 68114</p>	

9. INDEPENDENT CONTRACTOR RELATIONSHIP. Agreement is not intended to create any relationship between the parties beyond that of an independent entity contracting with each other solely for the purpose of effecting the provisions of this Agreement and its incorporated Attachments. Neither of the parties nor any of their authorized representatives, shall have the authority to bind the other in contract or quasi-contract or shall be deemed or construed to be the agent, employee or representative of the other.
10. AUTHORITY; EFFECT. By executing this Agreement and its incorporated Attachments on behalf of OBS, the undersigned individual represents that he or she is duly authorized by OBS to make and enter into this Agreement and its incorporated Attachments on behalf of OBS, and represents that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of OBS generally enforceable in accordance with its terms. By executing this Agreement and its incorporated Attachments on behalf of Medical Service Provider, the undersigned individual represents that he or she is duly authorized by Medical Service Provider to make and enter into this Agreement and its incorporated

Attachments on behalf of Medical Service Provider, and represents further that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of Medical Service Provider and is generally enforceable in accordance with its terms. This Agreement and its incorporated Attachments shall be binding on OBS and Medical Service Provider and on their respective successor organizations. The obligations of each party hereto may not be delegated without the other party's prior written consent.

11. INDEMNIFICATION. OBS agrees to defend, indemnify, and hold harmless the Medical Service Provider (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the Medical Service Provider party, including reasonable attorney's fees, arising out of any claims for damages directly caused by an act or omission made by the Medical Service Provider or any claims for Social Security benefits, workers' compensation benefits, disability benefits, or any other cause of action which may directly arise out of the OBS's performance of its obligations under this Agreement and the incorporated Attachments. To the extent permitted by Nebraska law and Constitution, Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by OBS, including reasonable attorney's fees, arising out of any claims for damages directly or indirectly caused by an act or omission made by the Medical Service Provider which may directly or indirectly arise out of the Medical Service Provider's performance of its obligations under this Agreement and the incorporated Attachments. Furthermore, the Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by the OBS, including reasonable attorney's fees, arising out of any claims for negligence or any other cause of action for damages directly or indirectly related to the accuracy or substance of the work product transmitted from the OBS to the Medical Service Provider.
12. INSURANCE. Medical Service Provider agrees to provide general liability and medical negligence insurance for Medical Service Provider, its agents and employees. OBS agrees to provide general liability insurance for OBS, its agents and employees. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both Medical Service Provider and OBS agree that such insurance may not be changed in any material way without at least thirty (30) days advance written notice to the other party
13. EXCLUDED PROVIDER WARRANTY. Neither party is now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of a party becomes so excluded, such employee shall be terminated. In the event either party is excluded from participation in any federally funded health care program during the Term of this Agreement, this Agreement and its incorporated Attachments shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages resulting from such party's exclusion from any federally funded health care program, including Medicare and Medicaid.

14. ACCESS TO BOOKS AND RECORDS. Until the expiration of four (4) years after the furnishing of the services under this Agreement, each party shall make available to the Secretary of the United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and its incorporated Attachments and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on the subcontractor as this clause places on that party. In the event this Agreement is not subject to the provisions of 42 U.S.C. 1395x (v)(1)(I) and 42 C.F.R. 420.300, et. seq. or relevant regulations, this paragraph shall be of no effect.
15. CONFIDENTIALITY. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement and fee schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.
16. HIPAA BUSINESS ASSOCIATE ASSURANCES.
- A. Privacy Rule
1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Privacy Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
    - (a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
    - (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement
    - (c) Mitigate, to the extent practicable, any harmful effect that is known to OBS of a use or disclosure of PHI by OBS in violation of this Agreement.
    - (d) Report to Medical Service Provider any use or disclosure of PHI by OBS in violation of this Agreement.
    - (e) Ensure that any agents or subcontractors to whom OBS provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to OBS with respect to such PHI;
    - (f) Make PHI available to Medical Service Provider and to the individual who has a right to access as required under HIPAA within 30 days of the request by Medical Service Provider regarding the individual;
    - (g) Incorporate any amendments to PHI when notified to do so by Medical Service Provider;
    - (h) Provide an accounting of all uses or disclosures of PHI made by OBS as required under the HIPAA privacy rule within 60 days;

- (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Medical Service Provider's compliance with HIPAA; and
  - (j) At the termination of this Agreement, return or destroy all PHI received by OBS on behalf of, Medical Service Provider and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by OBS on behalf of Medical Service Provider include:
- (a) The preparation of invoices to patients, carriers, insurers and Others responsible for payment or reimbursement of the services provided by Medical Service Provider to its patients;
  - (b) Preparation of reminder notices and documents pertaining to collections of overdue accounts;
  - (c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Medical Service Provider to its patients or to appeal denials of payment for same.
  - (d) Uses required for the proper management of OBS as a business associate.
  - (e) Other uses and disclosures of PHI that are enumerated within this Agreement.
  - (f) Other uses or disclosures of PHI as permitted by the HIPAA Privacy Rule.

**B. Security Rule**

1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Security Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), regarding the security of electronic protected health information (“e-PHI”) that is received as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
  - (b) Ensure that any agent of OBS, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
  - (c) Report to the Medical Service Provider any security incident of which it becomes aware. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Medical Service Provider, in its sole discretion, if Medical Service Provider determines that OBS has violated a term or provision of this Paragraph pertaining to OBS's obligation as a Business Associate of Medical Service Provider, or if OBS engages in conduct which would, if committed by Medical Service Provider, result in a violation of the HIPAA privacy rule or HIPAA security rule by Medical Service Provider.

**17. COMPLIANCE**

- A. OBS will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. Medical Service Provider shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Medical

Service Provider expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.

- C. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
  - D. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
  - E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments un such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions if this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
18. SEVERABILITY. If any section, portion, or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
19. GOVERNING LAW. This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
20. AMENDMENT. This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
21. HEADINGS. The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.
22. WAIVER. The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or

otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.

23. ENTIRE AGREEMENT. This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022 to become effective as of the day and year of the effective date set forth above.

**One Billing Solution, LLC**

**City of Crete, Nebraska**  
("Medical Service Provider")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Beth Grassau

By: David Bauer

Title: Director of Operations

Title: Mayor

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

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

**Police Cruiser Expenses**

**Police Cruiser** \$37,401.00

\*State bid purchase from Anderson Ford

\*\*See bid letter

**Cruiser equipment purchase & install** \$10,489.08

\*Jones Automotive

\*\*See quote

**Computer w/ in-car camera** \$11,134.28

\*BMS/Data 911

\*\*See quote

\*\*\**Can apply for a \$3500 Highway Safety Grant*

**Radar** \$2,217.00

\*Jones Automotive

\*\*See quote

\*\*\**Can apply for a \$1200 Highway Safety Grant*

**Mobile AFIS (Device/Maintenance)** \$1,875.00

\*Idemia

\*\*See quote

**E-Citations** \$993.00

\*Tyler Technologies

\*\*See Quote hardware, software, licensing & maintenance costs

**First Wireless** \$700.00

\*Mobile Radio

\*\*Estimate

**Patrol Car Graphics** \$675.00

\*Art on Display

\*\*Estimate

**Miscellaneous Equipment** \$650.00

\*Cones, catch pole, fire ext./bracket, digital camera

\*\*Estimate

**Miscellaneous Expenses** \$600.00

**Police dog related vehicle modifications** \$6,186.05

\*Jones Automotive

\*\*See quotes

Equipment and labor (dog w/ prisoner space)

**Total Vehicle and Equipment Expense** \$72,920.41



April 6, 2022

AFL, LLC  
DBA Anderson Ford Lincoln Mercury Mazda  
Attention: Bobby Colclasure  
2500 Wildcat Drive  
Lincoln, Nebraska 68501-3644

Dear Sir:

The Crete Police Department would like to purchase a second **2021 or Current Production Year Police All Wheel Drive (AWD) 5 Passenger Mid-Size Utility Vehicle FFV E85 (State of Nebraska Contract Number 15418 OC)** with the options as listed below. (Note: This is an additional vehicle and not the same vehicle approved for purchase on December 21, 2021.) Items not listed or items listed as deductions are items that we don't wish to be included on the vehicle. We would also like to add one (1) additional equipment group item which is listed by name and option code.

**(Contract Number 15418 OC) Options Bid List:**

<u>Line</u>	<u>Description</u>	
1	E85 POLICE AWD MID SIZE UTILITY VEHICLE	\$34,496.00
6	Courtesy Lamp Inoperable	Included in Base
9	Drivers Side Spotlight	Included in Base
12	Dome Light/Courtesy Lamp Installed	Included in Base
13	Under Hood Light	Included in Base
14	Police Prep Package Number One – Vertical	Included in Base
15	Police Prep Package Number Two - <b>Red (Drivers) / Blue (Passenger) LED's not clear/white to rear of vehicle.</b>	Included in Base
16	100 Watt siren speaker	Included in Base
18	Setina PB 400 Push Bumper	Included in Base
19	Auxiliary Battery	Included in Base
20	Optima Blue Top battery	\$495.00
21	Alternating Headlight Flasher	Included in Base

Two-tone vinyl pkg. no. 1. - (VINYL ON FRONT AND REAR DOORS AND ROOF) -White vinyl on black car	\$1275.00
Key Fobs (Quantity: 3)	\$885.00
Center Caps (No Full Wheel Covers)	Included in Base
Cloth Bucket Seats / Vinyl Rear Seats	Included in Base
Front Speakers Connected to Radio	Included in Base
Rubber / Vinyl Floor Covering	Included in Base

**Deductions**

4	Cloth Rear Seats	Deduct \$ 40.00
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**Additional Equipment Group**

Add Side Marker LED's (Option Code: 63B)	\$290.00
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**Total Price: \$37,401.00**

Jones Automotive installs equipment in our vehicles. We would like any equipment not installed by the factory to be installed by Jones Automotive. Please review the above information for accuracy and compliance with the State bid contract. If you have any questions or concerns about this purchase request, please let me know. I appreciate your assistance in this matter.

Sincerely,

\_\_\_\_\_  
Steve Hensel  
Chief of Police

\_\_\_\_\_  
Chad Menagh  
Sergeant

\*Purchase approved by Crete City Council on April 5. 2022

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
 LINCOLN, NE 68528-1810  
 402-345-8383

## \* \* \* \* Quote / Estimate \* \* \* \*

Quote #: 100

Date: 12/03/21

Quote Sale: 112

Sold To:

Contact Number:

Unit #:

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE NE 68333  
 Business Phone: 402-826-4311

Vehicle:  
 License:  
 Mileage: 0  
 Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>LIGHTBAR - FEDERAL SIGNAL -</b>								
ALLEGIANT R/B 53 IN CLEAR DOME	FSALGT53J-P1LC	1.00	2,040.50	0.00	0.00	0.00	2,040.50	
HOOK KIT 2020 PIU	FSHKB-FPIU20	1.00	0.00	0.00	0.00	0.00	0.00	
WATERPROOF FITTING	KE007-2020-0	1.00	49.00	0.00	0.00	0.00	49.00	
							Authorized	<b>2,089.50</b>
<b>SIREN CONTROLLER - FEDERAL SIGNAL -</b>								
PATHFINDER SIREN	FSPF200S17B	1.00	1,188.00	0.00	0.00	0.00	1,188.00	
25FT OBDII CABLE 2020 PIU	FSOBDCABLE25-2	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	<b>1,188.00</b>
<b>CONSOLE - GAMBER JOHNSON -</b>								
UTILITY CONSOLE W CUP & REAR A	GJ7170-0734-01	1.00	524.29	0.00	0.00	0.00	524.29	
							Authorized	<b>524.29</b>
<b>PRISONER CAGE - PRO-GARD -</b>								
2020 PIU FRONT PART HORZ SLIDR	STPK1130ITU20TM	1.00	795.38	0.00	0.00	0.00	795.38	
2020PIU REAR PARTITION	STPK0316ITU202ND	1.00	480.38	0.00	0.00	0.00	480.38	
							Authorized	<b>1,275.75</b>
<b>"UP" VAULT - AMERICAN ALUMINUM -</b>								
E/Z VAULT UP 2020 PPV EXPLORER	AAUPPPV2020	1.00	1,345.71	0.00	0.00	0.00	1,345.71	
INBOUND SHIPPING AND HANDLING	FRT1	1.00	345.00	0.00	0.00	0.00	345.00	
							Authorized	<b>1,690.71</b>
<b>POWER MANAGEMENT - JONES -</b>								
IGNITION POWER MANAGEMENT	JIPM	1.00	0.00	0.00	0.00	0.00	0.00	
DUAL OUTPUT TIME DELAY RELAY	CO7616-2001B	1.00	114.63	0.00	0.00	0.00	114.63	
80 AMP RESETABLE CIR BREAKER	WT46691	1.00	33.20	0.00	0.00	0.00	33.20	
JUNCTION BLOCK STUD BLACK	WT47211	1.00	6.00	0.00	0.00	0.00	6.00	
FUSE BOX ATO/ATC 24	WT46075	1.00	55.00	0.00	0.00	0.00	55.00	
ABS PLASTIC ENCLOSURE	PODC-46FMBYT	1.00	11.00	0.00	0.00	0.00	11.00	
FUSEHOLDER W/CAP 14G	RC09-014C	1.00	1.23	0.00	0.00	0.00	1.23	
RELAY 5 TERM TYCO/BOSCH	G244-167	1.00	2.00	0.00	0.00	0.00	2.00	
PLUG CONNECTOR PIGTAIL BOSCH R	G239-281	1.00	1.87	0.00	0.00	0.00	1.87	
GROMMET 1 3/8" RUBBER	AM4100315	1.00	1.00	0.00	0.00	0.00	1.00	
							Authorized	<b>225.93</b>
<b>EQUIPMENT BOX - -</b>								
JONES SMALL EQUIPMENT BOX	JPMB-S	1.00	150.00	0.00	0.00	0.00	150.00	
							Authorized	<b>150.00</b>
<b>TABLET MOUNT - HiNT MOUNTS -</b>								
TM-5126-PIU-20	PNOSTK	1.00	742.50	0.00	0.00	0.00	742.50	
AP-5120-UNIV	PNOSTK	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	<b>742.50</b>
<b>LABOR - -</b>								
LABOR	HO2000E	21.00	0.00	110.00	0.00	0.00	2,310.00	
							Authorized	<b>2,310.00</b>
<b>MISCELLANEOUS - -</b>								
MISCELLANEOUS SUPPLIES	MISC	1.00	150.00	0.00	0.00	0.00	150.00	

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
LINCOLN, NE 68528-1810  
402-345-8383

## \*\*\* Quote / Estimate \*\*\*

Quote #: 100

Date: 12/03/21

Quote Sale: 112

**Sold To:**

CRETE POLICE DEPARTMENT  
1945 FOREST AVE  
CRETE NE 68333  
Business Phone: 402-826-4311

Contact Number:

Unit #:

Vehicle:

License:

Mileage: 0

Vin#:

INBOUND SHIPPING AND HANDLING	FRT1	1.00	100.00	0.00	0.00	0.00	100.00	
ANTENNA BASE	TCMB8	1.00	14.40	0.00	0.00	0.00	14.40	
TORQUE TO 35 FT/LBS SEAT BOLTS 2020 PIU (	FW709980-S439	2.00	14.00	0.00	0.00	0.00	28.00	
							Authorized	<b>292.40</b>

Quote Notes: QUOTE TO UPFIT A NEW 2022 FORD INTERCEPTOR  
UTILITY WITH SOME USED PARTS FROM AN SUV OR  
SEDAN

AA: 32024

Quote expires: 03/03/22

Parts: 8,179.08  
Labor: 2,310.00  
Shop Supplies: 0.00  
Subtotal: 10,489.08  
Sales Tax: 0.00

**Total: \$10,489.08**



Quote Number BMS00007576  
 Created Date 1/12/2022  
 Expiration Date 3/12/2022  
 Ship Date 30 Days ARO

Broadcast Microwave Services, LLC.  
 12305 Crosthwaite Circle  
 Poway, CA 92064 USA  
 Phone: +1 (858) 391-3050  
 Fax: +1 (858) 391-3049

Prepared By Christopher Hernandez  
 Email chernandez@bms-inc.com  
 Opportunity Name Crete Police Dept (NE)\_New Vehicle Options M8  
 & I9 w/VerusTetheredSys(1)

**TO:**

Contact Name	Chad Menagh	Ship To Name	Crete Police Dept (NE)
Email	chad.menagh@crete.ne.gov	Ship To	1945 Forest Avenue Crete, NE 68333 United States
Bill To Company	Crete Police Dept (NE)	Ship Terms	EXW-Poway
Billing Address	1945 Forest Avenue Crete, NE 68333 United States	Terms Code	Net 30

Item Number	Product Number	Line Item Description	Quantity	Sales Price	Final Price	Total Price
1	D9BAIO12716128S	12.1" AIO i7, 16GB RAM, 128GB SSD w/ Win10 ENT, 3-Year Warranty, internal GPS, LTE, WiFi; 802.11 abgn, TBP 2.0, Keyboard, KX1 TG2, USB w/ Touchpad, Black (BLTX)	1	USD 5,495.00	USD 5,495.00	USD 5,495.00
2	VXS11004	Verus Recorder Tethered System; Std. 2 Camera Package (Front Cube Cam, Prisoner Cam), 900Mhz WiMic, Wired Mic, 3yr Warr	1	USD 4,868.75	USD 4,868.75	USD 4,868.75
3	AT11634	Antenna Kit, Verus Tethered Std., Black, Sharkee MiMo, bolt-thru, 3 lead (1-GPS, 2-900Mhz), XK-IN2155	1	USD 312.00	USD 312.00	USD 312.00
4	AT11635	Antenna Kit, Verus Solo Std. or M8, Black, Sharkee MiMo, bolt-thru, 5 lead (1-GPS, 2-Wifi, 2-LTE), GP-IN2154 (old #XK-IN2154)	1	USD 374.00	USD 374.00	USD 374.00

Subtotal USD 11,049.75  
 Total Price USD 11,049.75  
 Shipping and Handling USD 84.53  
 Grand Total USD 11,134.28

**Any order resulting from this quotation shall be subject to BMS Standard Terms and Conditions, 6800000004.**

**Notes:**

- Prices are quoted in U.S. Dollars (\$).
- Payment terms contingent upon approved credit.
- Ship Date dependent upon receipt of all required information including but not limited to: frequencies, subcarriers, cable lengths, and agreed upon payment terms. A delay in providing this information may result in a corresponding Ship Date delay.
- This is a controlled commodity and may require a license for export.
- Quotation number must be specified in the purchase order.

Export and/ or re-export of BMS products may not involve any entities on the Restricted Parties Lists. Use of these products, technology, or software for activities related to Nuclear Development, Missile Technology, or Chemical & Biological Weapons is prohibited. Export/ re-export of the Embargoed/ Sanctioned Countries requires a prior authorization from the U.S. Government; An export license is required if products will be used in a UAV (Unmanned Aerial Vehicle) capable of a range of at least 300 kilometers in and by any of the following countries: Bahrain, China, Egypt, Iran, Iraq, Israel, Jordan, North Korea, Kuwait, Lebanon, Libya, Macao, Oman, Pakistan, Qatar, Saudi Arabia, Syria, United Arab Emirates, and Yemen.

6. In connection with any legal action between the parties to this agreement, including an action to enforce the terms of this agreement, the prevailing party shall be entitled to recover its legal fees and expenses including, but not limited to, attorney fees, court costs and expert witness fees.
7. Please note, delivery date is an estimate at the time of quoting and not guaranteed based on current materials supply chain delays caused by COVID-19 shutdowns. Confirmation of the delivery date will be provided after receipt of order and completion of materials availability analysis.
8. Credit Card payments are subject to a convenience fee.

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*Export and/ or re-export of BMS products may not involve any entities on the Restricted Parties Lists. Use of these products, technology, or software for activities related to Nuclear Development, Missile Technology, or Chemical & Biological Weapons is prohibited. Export/ re-export of the Embargoed/ Sanctioned Countries requires a prior authorization from the U.S. Government; An export license is required if products will be used in a UAV (Unmanned Aerial Vehicle) capable of a range of at least 300 kilometers in and by any of the following countries: Bahrain, China, Egypt, Iran, Iraq, Israel, Jordan, North Korea, Kuwait, Lebanon, Libya, Macao, Oman, Pakistan, Qatar, Saudi Arabia, Syria, United Arab Emirates, and Yemen.*

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
 LINCOLN, NE 68528-1810  
 402-345-8383

**\*\*\* Quote / Estimate \*\*\***

Quote #: 117

**Sold To:**

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE NE 68333  
 Business Phone: 402-826-4311

Date: 01/06/22

Contact Number:

Quote Sale: 112

Unit #:

Vehicle:

License:

Mileage: 0

Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>RADAR - STALKER RADAR -</b>								
805-0022-00 STALKER DUAL SL	PNOSTK	1.00	2,192.00	0.00	0.00	0.00	2,192.00	
							Authorized	<b>2,192.00</b>
<hr style="border-top: 1px dashed black;"/>								
<b>FREIGHT - -</b>								
INBOUND SHIPPING AND HANDLING	FRT1	1.00	25.00	0.00	0.00	0.00	25.00	
							Authorized	<b>25.00</b>
<hr style="border-top: 1px dashed black;"/>								

Quote Notes: QUOTE FOR STALKER DUAL SL Ka-BAND 2 ANTENNA  
 RADAR FOR A 2022 FORD INTERCEPTOR UTILITY

<b>Parts:</b>	<b>2,217.00</b>
<b>Labor:</b>	<b>0.00</b>
<b>Shop Supplies</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>2,217.00</b>
<b>Sales Tax:</b>	<b>0.00</b>

Quote expires: 04/06/22

**Total: \$2,217.00**



5515 East La Palma Avenue  
Suite 100  
Anaheim, CA 92807

January 3, 2022

Sergeant Chad Menagh  
Crete Police Department  
1945 Forest Avenue  
Crete, NE 68333  
Phone 402-826-4311  
Email [chad.menagh@crete.ne.gov](mailto:chad.menagh@crete.ne.gov)

**Reference No. IDNE-M010322-07**

IDEMIA is pleased to provide Crete Police Department with the following price quote for IDEMIA's cutting-edge mobile technology product, MorphoIDent™.

MorphoIDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The MorphoIDent Device ("MorphoIDent") provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorphoIDent captures an individual's fingerprints and submits a data packet to the Mobile Connexion Software on the Crete Police Department workstation via the Bluetooth/USB connection.

The Mobile Connexion Software generates a Nebraska State Police (NSP) AFIS system compliant ANSI/NIST file and submits the search request to the NSP AFIS system for identification. Results are returned to the Mobile Connexion application screen and to the MorphoIDent for notification and positive identification, if available.



## MorphoIDent

### Detailed Product Description

MorphoIDent is IDEMIA's line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on IDEMIA's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

**Modern design** - MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

**Optimal ease of use in the field** - MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

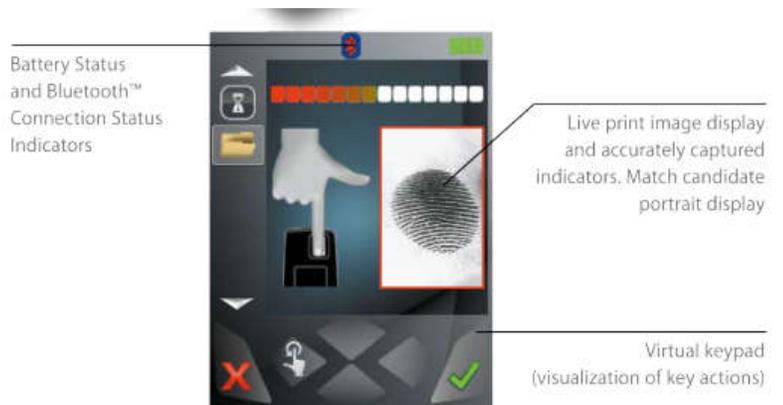
**Extreme accuracy** - Field-proven IDEMIA biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

**Fully certified** – PIV, FBI, EC, and FCC certified – ready to use.

**Pictograms and positive feedback** - MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

### Features

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoIDent device are transferred via Bluetooth™ or USB to a PC workstation running the MobiLE Connexion application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



## MorphoDent and MobiLE Connexion Features

### MorphoDent Features

- ◆ Handheld device
- ◆ Multiple finger acquisition
- ◆ Multiple case acquisition (up to 15 cases)
- ◆ Data transfer to host (MobiLE Connexion) via Bluetooth/USB
- ◆ Acquisition and results interface
- ◆ IDEMIA optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations.
- ◆ Cradle design around the FBI certified optical sensor
- ◆ Integrated Design with Fingerprint Sensor
- ◆ Sleek design, glossy finish
- ◆ Compact (fits in a pocket)
- ◆ Large 2.4" VGA color screen
- ◆ Clearly visible outdoors
- ◆ User friendly
- ◆ Multi-case management
- ◆ Vibration alert (capture and identification result)
- ◆ Intuitive end-user actions
- ◆ Pictograms
- ◆ 6 function keys
- ◆ Data transfer to host via: Bluetooth 2.0 | USB 2.0
- ◆ Use of existing infrastructure for AFIS interface
- ◆ No additional wireless recurring cost for the customer
- ◆ MorphoDent eliminates the need to add a separate wireless account for each mobile device
- ◆ LiveFeed of fingerprint
- ◆ Mugshot and name returned in search results, if available

### MobiLE Connexion Host Application Features

- ◆ MorphoDent configuration and management
- ◆ Standard NIST file generation and management
- ◆ Remote identification on central AFIS database
- ◆ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server
- ◆ Match candidate portrait and demographic information display
- ◆ Receive fingerprints from terminal (MorphoDent)
- ◆ Create search requests with fingerprints to AFIS



## Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

### MorphoIDent

Table 1. Pricing

Description		Qty	Unit Price	Total
MI01-000005-02	<b>MorphoIDent Solution</b> including: <ul style="list-style-type: none"> <li>◆ MorphoIDent Device</li> <li>◆ MobiLE Connexion Windows Software</li> <li>◆ USB 2.0 Data Cable</li> <li>◆ MorphoIDent Quick Start Guide</li> </ul>	1	\$1,700	\$1,700
MI00-0EBW0B-C	<b>Black Polymer Device Sleeve</b>	Included	Included	Included
	Warranty: 1 Year <i>Advantage</i> standard warranty Freight	Included	Included	Included

## Options and Pricing

IDEMIA equipment options and pricing are described in Table 2. Table 2. Options Pricing

Description	Unit Price
Maintenance: 1 Year <i>Advantage</i> maintenance services	\$175
SMID-ENTBT0-0 Bluetooth 2.1 USB Micro Adapter	\$25
C410-ANA001-00 Battery Replacement – single unit	\$40
MI00-0EBW0B-D Battery Replacement (5-Pack)	\$160

*Current shipping is 30+ days after receipt of order, or as otherwise scheduled.*

IDEMIA will include documentation and /or support to facilitate installation by Crete Police Department of the MobiLE Connexion Software on the Crete Police Department-furnished workstation.

## Customer Responsibilities

Crete Police Department is responsible for the following:

- ◆ End-user training
- ◆ Ensuring the required inter-agency agreements are in place between itself and NSP, local, state and government AFIS
- ◆ Ensuring Crete Police Department-furnished workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least one (1) available port is required.
- ◆ Ensuring Crete Police Department-furnished workstations are able to connect to the Nebraska State Police network
- ◆ Ensuring that the Wireless Wide Area Network (WWAN) will support either HTTP/HTTPS or SMTP/S-MIME data protocols to exchange data between MobiLE Connexion and the NSP AFIS
- ◆ Executing a Memo of Understanding (MOU) with NSP for access to the NSP AFIS and FBI RISC for the purpose of mobile search requests
- ◆ Installing MobiLE Connexion Application Software on each Crete Police Department-furnished workstation
- ◆ Pairing each MorphoIDent with each Crete Police Department-furnished workstation via Bluetooth or USB
- ◆ Provide the necessary network connectivity between the Crete Police Department LAN and incoming WAN transactions including requisite backend connectivity
- ◆ Testing the MorphoIDent and MobiLE Connexion Software as per the Quick Start Guide
- ◆ Battery replacement is handled as a consumable and outside the scope of warranty and annual maintenance coverage

**NOTE:** *Crete Police Department is encouraged to contact Bruce Luhr, Nebraska State Patrol, Tel: (402) 479-4020 email: [bruce.luhr@nebraska.gov](mailto:bruce.luhr@nebraska.gov) prior to purchase for requesting authorization for connectivity to the State prior to purchase.*

**System Requirements** – IDEMIA confirms the following system requirements: Table 3.

Minimum System Requirement	
<b>MobiLE Connexion on a workstation</b>	<ul style="list-style-type: none"> <li>◆ Windows 10 operating systems, with all security patches installed.</li> <li>◆ Support for Bluetooth 2.0 or later.</li> </ul>

IDEMIA will provide documentation and /or support to facilitate installation by the Crete Police Department of the MobiLE Connexion Application on the Crete Police Department-furnished workstation.

**Advantage Solution Support** Table 4.

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	Included in Warranty	Available for purchase
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	Included in Warranty	Available for purchase
Telephone Technical Support for Parts Replacement	Included in Warranty	Available for purchase

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Crete Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

**Proposal Expiration: April 30, 2022**

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order inquiries and correspondence, including Purchase Order, to:

**Jayne Goodall**  
**IDEMIA**  
**5515 East La Palma Avenue, Suite 100**  
**Anaheim, CA 92807**  
**Email: [jayne.goodall@us.idemia.com](mailto:jayne.goodall@us.idemia.com) | Mobile: (951) 833-2311**

We look forward to working with you.

Sincerely,



Michael Hash  
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC



**Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and \_\_\_\_\_, ("Customer"), having a place of business at \_\_\_\_\_

\_\_\_\_\_ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ \_\_\_\_\_, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

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4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

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11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 993
Other Cost	\$ 0
Travel	
<b>Total One-Time Cost</b>	<b>\$ 993</b>
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By:  
 Quote Expiration:  
 Quote Name:

James Mulvey  
 5/3/22

**Sales Quotation For:**

Crete Police Department  
 1945 Forest Ave  
 Crete, NE 68333-1251  
 Phone: +1 (402) 826-4311

**Shipping Address:**

Crete Police Department  
 1945 Forest Avenue ATTN: Gary Young  
 Crete, NE 68333-1251

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
<b>Enforcement Mobile</b>					
4910LR-152-LTRK-MM / L-Tron DL Scanner with Magnetic Mount	1	\$ 394	\$ 394	\$ 0	\$ 0
PJ763 / Brother, Printer	1	\$ 450	\$ 450	\$ 0	\$ 0
LB3603 / Brother, PocketJet, Rugged Jet, USB Cable, 10 ft.	1	\$ 17	\$ 17	\$ 0	\$ 0
LB3692 / Brother, PocketJet, Rugged Jet, Car Adapter-wired, 14 ft.	1	\$ 30	\$ 30	\$ 0	\$ 0
LBX028 / Brother, PocketJet, Vehicle Mount	1	\$ 102	\$ 102	\$ 0	\$ 0
<b>TOTAL</b>			<b>\$ 993</b>		<b>\$ 0</b>

**Summary**

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 993	\$ 0
<b>Summary Total</b>	<b>\$ 993</b>	<b>\$ 0</b>

**One Time Fees**

**Recurring Fees**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**Comments**

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
 LINCOLN, NE 68528-1810  
 402-345-8383

**\*\*\* Quote / Estimate \*\*\***

Quote #: 121

Date: 01/12/22

Quote Sale: 112

Sold To:

Contact Number:

Unit #:

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE NE 68333  
 Business Phone: 402-826-4311

Vehicle:  
 License:  
 Mileage: 0  
 Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>1/3-2/3 KENNEL - AMERICAN ALUMINUM -</b>								
EZ RIDER 1/3, K9 2/3 DRIV EXIT	AAEZIK_I.SUV_2020	1.00	2,773.75	0.00	0.00	0.00	2,773.75	
K9 EXITS DRIVER SIDE	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
BLACK MATTE POWDER COATING	AAK9M	1.00	0.00	0.00	0.00	0.00	0.00	
RUBBER MAT SMALL	AARMS	1.00	0.00	0.00	0.00	0.00	0.00	
LED LIGHT	AALIGHT	1.00	0.00	0.00	0.00	0.00	0.00	
WATER DISH	AAWD	1.00	127.14	0.00	0.00	0.00	127.14	
COOL GUARD FAN AND GUARD	AACGFK	1.00	205.71	0.00	0.00	0.00	205.71	
INBOUND SHIPPING AND HANDLING	FRT1	1.00	502.00	0.00	0.00	0.00	502.00	
Authorized								<b>3,608.60</b>
<b>HOT-N-POP SYSTEM - RAY ALLEN -</b>								
K9 DEPLOYMENT WITH HEAT ALERT	RAF3	1.00	1,399.99	0.00	0.00	0.00	1,399.99	
Authorized								<b>1,399.99</b>
<b>LABOR - -</b>								
LABOR	HO2000E	10.00	0.00	110.00	0.00	0.00	1,100.00	
Authorized								<b>1,100.00</b>
<b>MISCELLANEOUS - -</b>								
MISCELLANEOUS SUPPLIES	MISC	1.00	75.00	0.00	0.00	0.00	75.00	
FUSEHOLDER W/CAP 14G	RC09-014C	2.00	1.23	0.00	0.00	0.00	2.46	
Authorized								<b>77.46</b>

Quote Notes: QUOTE FOR K9 SPECIFIC PARTS THAT WOULD FIT IN A 2021 FORD INTERCEPTOR UTILITY

AA: 32280 (1/3-2/3)  
 AA: 31935 (FULL WALKTHROUGH)

Quote expires: 04/12/22

<b>Parts:</b>	<b>5,086.05</b>
<b>Labor:</b>	<b>1,100.00</b>
<b>Shop Supplies</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>6,186.05</b>
<b>Sales Tax:</b>	<b>0.00</b>

**Total: \$6,186.05**

# LEGISLATIVE BULLETIN

## LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, Second Session

March 18, 2022 - Bulletin 11



### ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 1014:** ARP Act budget bill designated 'Speaker Major Proposal'; **please ask your Senator(s) to support the \$47.7 million for COVID-related infrastructure improvements at NLETC**
- **LB 983:** Bill on county industrial tracts moves to second round of debate
- **LB 800:** Omnibus Urban Affairs Committee bill advances to next round of debate
- **LB 809:** Natural Resources Committee priority bill advances; includes League-supported bills, LB 809 and LB 924
- **LB 742:** Bill allowing public entities to keep minutes in electronic form advances
- **Lawmakers begin budget debate,** advancing two bills after cloture votes
- **Check the Legislature's web site** for more information about your state Senators and the session. The web site address is <http://nebraskalegislature.gov/web/public/home>.

**NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.  
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.**

## LB 800: Omnibus Urban Affairs Committee bill advances to next round of debate

**LB 800**, introduced by the **Urban Affairs Committee**, is a clean-up bill for statutes governing cities of the metropolitan class. The Urban Affairs Committee continues its years-long process of cleaning-up municipal statutes. The bill makes a variety of clean-up changes, including: changing and correcting terminology; clarifying references to cities' corporate limits or extraterritorial zoning jurisdiction (ETJ); clarifying references to legal newspapers; correcting gender references; and eliminating run-on sentences. The **League** and the **City of Omaha** testified in favor of this bill at the public hearing.

The Standing Committee Amendment to LB 800 makes several additional clean-up changes to the underlying bill and incorporates the provisions of six other municipal-related bills, including: **LB 555**, **LB 724**, **LB 727**, **LB 799**, **LB 842** as amended, and **LB 1189** as amended.

**LB 555**, introduced by Lincoln **Sen. Matt Hansen**, requires that reports filed under the Municipal Density and Missing Middle Housing

Act include the percentage of residential areas in the city which have been declared substandard and blighted or extremely blighted under the Community Development Law.

Also introduced by **Sen. Matt Hansen**, **LB 724** amends the Local Option Municipal Economic Development Act, otherwise known as LB 840, to authorize the use of funds under the Act for the development and implementation of an affordable housing action plan. It also authorizes cities of the first class, cities of the second class and villages to include grants, loans and funds for the construction of housing as part of an affordable housing action plan under the Act. A representative of the **League** testified in favor of this bill.

**LB 727** eliminates unnecessary and redundant language related to sanitary and improvement district (SID) elections. This bill was introduced by **Sen. Matt Hansen** and supported by the **Nebraska Association of County Officials**.

**LB 799**, introduced by the **Urban Affairs Committee**, clarifies report-

### 2022 LEGISLATIVE SESSION



ing requirements under the Municipal Density and Missing Middle Housing Act. Both the **League** and the **City of Omaha** testified in favor of this bill.

Gordon **Sen. Tom Brewer** introduced a **League** bill, **LB 842**, that authorizes tribal governments to apply for and receive grants under the Civic and Community Center Financing Act (CCCFA). The committee amended the original version of LB 842 to strike references to tribal economic development corporations from the definition of tribal governments.

Finally, **LB 1189**, introduced by Norfolk **Sen. Mike Flood**, provides that if a sanitary drainage district which lies solely within the zoning jurisdiction of a city is discontinued, all funds, assessments and property owned by the district shall revert to the city or a riverfront development authority created by the city. The **City of Norfolk** strongly supported this bill. The committee added the emergency clause to the bill.

LB 800, along with the Standing Committee Amendment that includes the five additional bills, was advanced to Select File on a 35-1 vote with 10 members present and not voting and three members excused.

## When do bills that are passed take effect?

Bills that are passed by the Legislature go into effect three calendar months after the Legislature adjourns unless they include an effective date or an emergency clause. Bills with an emergency clause

become effective at 12:01 a.m. the day after the Governor signs the bill, the Legislature overrides the Governor's veto, or five days after the Legislature approves a bill and the Governor fails to act on it.

## LB 983: Bill on county industrial tracts moves to second round of debate

The Legislature March 14 gave first round approval to a bill addressing concerns about county industrial tracts.

Columbus **Sen. Mike Moser** introduced **LB 983** at the request of the League. The issue was brought to the League's Legislative Committees by the City of Columbus. Columbus is concerned about how county industrial tracts are being used and whether the businesses located in these tracts still met the definition of "industrial."

Current law provides that every even-numbered year in March, the county board is required, when requested by a municipality, to review industrial areas in its jurisdiction. If the county board finds during its review that there is a problem with the industrial area designation, the county board gives notice to the property owners of the tracts that there will be a hearing. If, after the hearing, the county board finds

that the industrial area is no longer suitable for industrial purposes or is being used for non-industrial enterprises, the county is required to remove the designation as an industrial area from that tract. The concern in Columbus is that the county board is reluctant to remove industrial area designations even when the city requests the review and there is evidence presented that activities are occurring that do not meet the definition of "industry."

To address some of the issues Columbus is experiencing, LB 983 makes several changes to the county industrial tract statutes including: clarifying that storage of personal property is not included in the definition of industry; changing the process when a municipality asks for a review of the uses of a county industrial tract; requiring the owners of property within the tract to prove that the tract is still being used for industry; and providing that if



*Sen. Mike Moser*

owners in the industrial tract do not appear at the hearing, the county board is required to remove the industrial area designation.

The Legislature voted to advance LB 983 to the next round of debate on a 42-0 vote, with four members present and not voting and three members excused. Thanks to Sen. Moser for his work on this bill.

### Nebraska Legislature's website offers feature to find your Senator and District on updated maps

Lawmakers in September approved bills that established new district boundaries for several Nebraska governmental bodies for the next 10 years.

Those changes are reflected on

the Legislature's website under the "Find your Senator and District" feature at [https://nebraskalegislature.gov/senators/senator\\_find.php](https://nebraskalegislature.gov/senators/senator_find.php).

You only need to type in your

street address, city and zip code for the name, photo and district number of your state Senator to appear on the computer. ■

## LB 742: Bill allowing public entities to keep minutes in electronic form advances

LB 742, introduced by Bayard Sen. Steve Erdman, allows for minutes to be kept as an electronic record under the Open Meetings Act. The bill allows all public entities to keep minutes in written form or as an electronic record. Currently, only minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

At the public hearing on LB 742,

the League, as well as NMPP Energy and the Nebraska Association of County Officials (NACO), testified in favor of the bill. There were no opponents.

On March 14, the bill advanced from General File to Select File on a 42-0 vote with five members present and not voting and two members excused.

Thanks to Sen. Erdman for his advocacy on this bill!



Sen. Steve Erdman

## Lawmakers begin budget debate, advancing two bills after cloture votes

Senators March 15 began debate on the Appropriations Committee's mid-biennium budget adjustment package, which is comprised of several bills. The state budget is organized on a two-year basis, with the budget enacted during legislative sessions held in odd-numbered years, while adjustments are made during sessions held in even-numbered years.

The committee's proposed adjustments to the state's \$9.8 billion budget would result in a \$1.3 billion balance in the state's Cash Reserve Fund, also known as the rainy-day fund.

Gering Sen. John Stinner, Appropriations Committee chair, said the committee's proposed changes would result in a projected financial status that is \$453.5 million above

the 3 percent minimum reserve for the current biennium and result in a 3.2 percent overall growth rate in state spending.

The budget process was especially complicated this year, Stinner said, due to the added factor of federal pandemic relief funds as well as having only a short, 60-day session in which to address a significant budget surplus. LB 1014, which would appropriate the \$1.04 billion in federal American Rescue Plan Act funds that Nebraska has been allocated to mitigate the impact of the coronavirus pandemic, will be debated separately from the budget package.

Two of the measures contained in the package – which also includes state claims bills – cleared the first round of debate this week after suc-

cessful cloture motions.

LB 1012, introduced by Speaker Mike Hilgers of Lincoln at the request of Gov. Pete Ricketts, would authorize and provide for certain fund transfers, create funds and change and eliminate provisions regarding a fund.

The bill was replaced by an Appropriations Committee amendment, adopted 41-2, that incorporated the provisions of several additional bills including: LB 759, sponsored by Adams Sen. Myron Dorn, which would change a limitation relating to microloans under the Business Innovation Act; LB 911, sponsored by Omaha Sen. Mike McDonnell, which would change the grant amount for the 211 Information and Referral Network;

*Continued on page 5*

## Lawmakers begin budget debate, advancing two bills after cloture votes

*Continued from page 4*

**LB 1074**, sponsored by Brainard **Sen. Bruce Bostelman**, which would create the Surface Water Irrigation Infrastructure Fund and provide for a transfer from the Cash Reserve Fund; and **LB 1114**, sponsored by Omaha **Sen. Terrell McKinney**, which would change provisions of the Business Innovation Act relating to purposes, funding preferences and the small business investment program.

Following eight hours of debate on a number of amendments to strip various provisions from **LB 1012** that ultimately were withdrawn, Stinner offered a motion to invoke cloture, which ceases debate and forces a vote on the bill and any pending amendments and motions.

The motion was adopted 38-1 and **LB 1012** advanced to Select File on a 38-2 vote.

**LB 1011**, also introduced by Speaker Hilgers at the request of the Governor, is the mainline budget bill. The bill would adjust appropriations for state operations, aid and construction programs in the current and next fiscal year.

Stinner said **LB 1011** closely reflects the Governor's budget proposal, with only a few significant changes made by the committee, including lowering the requested \$400 million Cash Reserve transfer for the Perkins County Canal project to \$53.5 million.

The committee proposal also would set aside \$175 million to be released to the Nebraska Capital

Construction Fund for a potential new state penitentiary, but would not appropriate those funds.

After eight hours of discussion over several days, Stinner offered a cloture motion March 17, adopted on a 40-4 vote. Lawmakers then adopted an Appropriations Committee amendment, 41-5, that added provisions of approximately 20 additional bills, including: **LB 762**, sponsored by **Sen. Dorn**, which would appropriate \$13.5 million in general funds for a 10 percent rate increase for Medicaid providers; **LB 893**, sponsored by **Sen. Stinner**, which would appropriate \$26.4 million in general funds for developmental disability provider rate increases; **LB 989**, sponsored by **Sen. Stinner**, which would appropriate \$26 million in general funds to the state Department of Health and Human Services to increase Medicaid nursing facility reimbursement rates; **LB 1023**, sponsored by **Speaker Hilgers**, which would appropriate \$120 million in general funds for a variety of water recreation projects; and **LB 1164**, sponsored by Lincoln **Sen. Anna Wishart**, which would appropriate \$13.2 million in general funds for a 15 percent increase in reimbursement rates for child welfare providers.

Stinner said the provider rate increases are directed toward a workforce shortage at the state veterans' home, rural nursing homes and other residential care facilities.

Lawmakers advanced **LB 1011** to Select File on a 40-6 vote.

### 2022 LEGISLATIVE SESSION



Senators began debate March 17 on the final component introduced by Speaker Hilgers at the request of the Governor, **LB 1013**, which would change provisions relating to the state's Cash Reserve Fund. An Appropriations Committee amendment would use \$513 million from the cash reserve for a variety of transfers outlined in bills introduced this session, including:

- \$53.5 million to the Perkins County Canal Project Fund, from **LB 1015**;
- \$50 million to the Surface Water Irrigation Infrastructure Fund, from **LB 1074**;
- \$50 million to the Nebraska Rural Projects Fund, from **LB 788**;
- \$30 million to the Military Base Development and Support Fund, from **LB 1233**;
- \$30 million to the Rural Workforce Housing Investment Fund, from **LB 1071**; and
- \$15.6 million to DHHS for construction, renovation and equipment replacement at Youth Rehabilitation and Treatment Center in Kearney, from **LB 792**.

The Legislature adjourned for the week before taking any action on **LB 1013**. Debate on the budget is scheduled to continue next week.

*Source – Unicameral Update*

**LB 1014: ARP Act budget bill designated ‘Speaker Major Proposal’; please ask your Senator(s) to support the \$47.7 million for COVID-related infrastructure improvements at NLETC**

On March 16, Speaker Mike Hilgers asked the Legislature’s Executive Board to designate **LB 1014, the ARP Act budget bill**, as a “Speaker Major Proposal.” The Legislature’s Executive Board unanimously did so, allowing Speaker Hilgers to structure the debate on LB 1014 by determining the order of amendments and motions to be debated, including the time in which they will be debated. **Sen. John Stinner** stated LB 1014 will be reported from the Appropriations Committee to General File on Tuesday, March 22. In a memo to Senators, Speaker Hilgers indicated it is his intent to schedule LB 1014 on Wednesday, March 23, for General File consideration; Speaker Hilgers wants to complete Select File consideration of LB 1014 by Friday, March 25. His memo to Senators emphasized specific guidance regarding the debate on LB 1014, which is challenging because the Legislature is dealing with a set amount of funds subject to specific legal restrictions. As noted in previous *League Legislative Bulletins*, the Appropriations Committee had requests for ARP Act funds far exceeding the amount of money available. There were about \$4 billion of requests for the \$1.04 billion of ARP Act funds allocated to the State of Nebraska. The Appropriations Committee appropriated all but \$10 million of the \$1.04 billion total. Senators will be filing

amendments on how to spend the remaining \$10 million as well as amendments to reallocate and change the provisions of LB 1014 as advanced from the Appropriations Committee.

**Thanks to Gov. Ricketts for including the \$47.7 million in LB 1014, as originally introduced on his behalf by Speaker Hilgers, for COVID-related infrastructure improvements at the Nebraska Law Enforcement Training Center (NLETC) in Grand Island. Thanks to Sen. Stinner and other members of the Appropriations Committee for including the \$47.7 million allocated for the NLETC in LB 1014 when advanced to General File.** The \$47.7 million for the NLETC will be used to build the first indoor shooting range, make significant improvements to the current outdoor shooting ranges and build a driving track that is safe, meets necessary standards for vehicular pursuit training, etc. **The \$47.7 million allocation to the NLETC is the League’s highest priority for the use of ARP Act funds allocated to the State of Nebraska.**

Speaker Hilgers informed Senators of the following process for proceeding with the debate on LB 1014: “I will begin working on determining the order of amendments Tuesday evening. If you would like a proposed amendment to be considered early during the general file debate of

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*LB 1014, I ask that you file your amendment by 6:00 p.m. Tuesday. Because the ARPA funding available to Nebraska is a finite amount and because the committee amendment appropriates all but 10 million dollars of the \$1.04 billion total, I ask members to draft their amendments to include in their proposal not only the new measure proposed for ARPA funding but also what proposed measure will be cut to provide available ARPA funding. Measures which simply spend more money will not be favorably considered. Amendments that cut funding only are appropriate but will not be prioritized over those that change the mix of funding. Money left over for the floor will then be considered through A bills on separate bills, as is our typical practice. Amendments to LB 1014 that seek to spend the \$10 million left for the floor will not be considered. In addition, in order to accommodate the debate, I will be considering putting a time limit on the debate for individual amendments. That will depend on the number of amendments, and I will let you know what I decide next week prior to the debate. I am working*

*Continued on page 7*

## **LB 809: Natural Resources Committee Priority Bill advances; includes League-supported Bills, LB 809 and LB 924**

On March 11, one of the Natural Resources Committee's priority bills, **LB 809**, advanced to Select File after being amended by AM2004. LB 809 was introduced by **Sen. Mike Moser** of Columbus and supported by the League. LB 809 would amend the State Drinking Water Revolving Fund. LB 809 would make the following changes:

- Allows the Drinking Water Revolving Fund to buy or refinance the debt obligation of a municipality or public water supply system.
- Increases the allowable amount of grant and loan forgiveness from the Drinking Water Revolving Fund from fifty percent to 75 percent of eligible project costs for a municipality or public water supply system

serving 10,000 persons or fewer.

- Authorizes agreements from the Drinking Water Revolving Fund with all municipalities or public water systems to provide grants and loan forgiveness, for up to 75 percent of eligible project costs, concurrent with loans to public water systems for lead service line replacement projects in accordance with all federal regulatory and statutory provisions.

AM2004 incorporates the original provisions of **LBs 924, 803, and 978** into LB 809.

**LB 924** was introduced by **Sen. Tom Brewer** of Gordon and was supported by the League. The original LB 924 would amend the Waste Reduction and Recycling Incentive

Fund to expand an eligible use of the fund to allow grants for reimbursement of costs to cities of the first class for the deconstruction of abandoned buildings. Eligible deconstruction costs must be related to the recovery and processing of recyclable or reusable material from the abandoned buildings. The Waste Reduction and Recycling Incentive Fund is funded by the \$1.25 per ton landfill fee and a \$25 business fee. This specific use currently is limited to cities of the second class and villages.

### **What is a consent calendar?**

A consent calendar refers to a part of the legislative agenda when relatively noncontroversial bills are considered and quickly advanced to the next legislative stage. Usually, a bill on consent calendar can be debated for no more than 15 minutes.

### **What is the difference between a bill and a resolution?**

A bill changes the Nebraska Statutes and must go through the law-making process from introduction to Final Reading. A resolution, however, pertains to an internal rule of the Legislature, official declaration, interim study, ballot initiative or a constitutional amendment.

## **LB 1014: ARP Act budget bill designated 'Speaker Major Proposal'**

*Continued from page 6 with Senator Stinner to evaluate the amendments and their order. Among the criteria I will consider when determining the order of amendments are the following: 1) the proposal's eligibility for ARPA funding; 2) whether the proposal includes both funding and a matching reduction in the committee amendment; and 3) non-duplication with another proposed amendment."*

**Although the League knows of no specific amendments at this time**

**to reduce the \$47.7 million for the NLETC, it is important to continue urging Senators to support this critically important funding for COVID-related infrastructure improvements at the NLETC.** The NLETC trains all police officers except for those from Omaha, Lincoln, Bellevue, Papillion and La Vista. OPD and LPD train their officers at their own academies. The officers of the other three cities are trained at the Sarpy Douglas Law Enforcement Academy.

# LEGISLATIVE BULLETIN

## LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, Second Session

March 25, 2022 - Bulletin 12



### ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 1014:** ARP Act budget bill advances to Select File with \$47.7 million for COVID-related infrastructure improvements at the NLETC
- **LB 1241:** Thanks to Sen. Lathrop and law enforcement organizations statewide, League-supported bill to expedite reciprocity process for law enforcement officers advanced to Final Reading March 23 on a voice vote
- **LB 344:** Legislature debates and holds second hearing on one-call bill
- **Check the Legislature's web site** for more information about your state Senators and the session. The web site address is <http://nebraskalegislature.gov/web/public/home>.

**NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.  
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.**

## **LB 1014: ARP Act budget bill advances to Select File with \$47.7 million for COVID-related infrastructure improvements at the NLETC**

On March 23, the Legislature considered LB 1014 on General File; the Appropriations Committee advanced **LB 1014** to General File on March 23 outlining the distribution of American Rescue Plan (ARP) Act funds, including the **\$47.7 million allocated for the Nebraska Law Enforcement Training Center (NLETC)** in Grand Island which the Governor included in LB 1014 as originally introduced by Speaker Hilgers on his behalf.

On March 23, the Legislature debated numerous amendments to LB 1014, including **AM2446**, filed by Sen. Hunt, to reduce funding for COVID-related infrastructure improvements at the NLETC from \$47.7 million to \$27.7 million. The Police Chiefs Association of Nebraska (**PCAN**), Nebraska Sheriffs Association (**NSA**), Police Officers Association of Nebraska (**POAN**), **NACO** and the **League strongly opposed AM2446**; the League and these statewide organizations will continue opposing any other amendments to reduce funding for the NLETC when the bill is considered on Select File and Final Reading.

Thanks to these Senators who gave compelling speeches during floor debate in opposition to AM2446 in the following order: Sens. **Aguiar, Flood, Blood, Lowe, Brandt, Erdman, Brewer, Pansing Brooks** and **Jacobson**. [Click here](#) to listen to the reasons why these Senators



*Gov. Pete Ricketts*



*Speaker Mike Hilgers*

strongly opposed AM2446. No one other than Sen. Hunt spoke in favor of AM2446; Sen. Wayne questioned Sen. Stinner, Chair of the Appropriations Committee, about whether this funding for the NLETC would comply with ARP Act requirements. It should be noted that **Speaker Hilgers** and **Sen. Stinner** were prepared to speak in opposition to AM2446, if necessary. Before a vote could be taken on AM2446, Sen. Hunt withdrew the amendment.

After eight hours of debate on various amendments to LB 1014, Sen. Stinner moved to invoke cloture pursuant to legislative rules to end the debate and vote to advance the bill to Select File; the cloture motion received 46 ayes, 1 no (Sen. Friesen) and 2 excused and not voting (Sens. Pahls and Pansing Brooks). After adoption of AM2330, the Appropriations Committee amendment



*Sen. John Stinner*

(as amended), LB 1014 was advanced to Select File with 41 ayes, 1 no (Sen. Friesen), 5 present and not voting (Sens. M. Cavanaugh, M. Hansen, Hughes, Sanders and Wayne) and 2 excused and not voting (Sens. Pahls and Pansing Brooks).

As Gov. Ricketts noted on Thurs-

*Continued on page 3*

## **LB 1241: Thanks to Sen. Lathrop and law enforcement organizations statewide, League-supported bill to expedite reciprocity process for law enforcement officers advanced to Final Reading March 23 on a voice vote**

Thanks to Omaha **Sen. Steve Lathrop**, Chair of the Judiciary Committee, for again doing a great job explaining the provisions of **LB 1241** when the bill was considered on Select File on March 23. Sen. Lathrop stated during General File debate on Feb. 25 that Elmwood Sen. Robert Clements would offer his incentive pay bill (LB 1270) as an amendment (AM2485) to LB 1241 on Select File.

**Sen. Clements' amendment (AM2485) would create three tiers of law enforcement officer retention incentive payments based on service after July 1, 2022. Tier 1** would create an incentive for one year of service of \$750 for an officer employed by an agency with more than 75 officers and \$1,500 for officers employed by an agency with fewer than 75 officers. **Tier 2** would create an incentive of \$2,500 for three years of service at an agency with fewer than 75 officers. **Tier 3** would create an incentive of \$3,000 for five years of



*Sen. Steve Lathrop*



*Sen. Robert Clements*

service at an agency with fewer than 75 officers. The amendment would create a program for hiring bonuses at agencies with fewer than 150 officers and agencies which do not meet recommended staffing levels; these provisions would sunset June 30, 2028. **Click here for the hand-out Sen. Clements distributed to Senators before his amendment (AM2485) was adopted.**

Before LB 1241 was advanced to Final Reading on a voice vote,

*Continued on page 4*



*Sen. Terrell McKinney*

## **LB 1014: ARP Act budget bill advances**

*Continued from page 2*

day in his monthly League Zoom call with municipal officials across the state, efforts to amend LB 1014 likely will continue on Select File and possibly even when the bill is considered on Final Reading. **Thanks to municipal officials and law enforcement representatives**

**across the state who contacted Senators to oppose AM2446. Please thank your Senator for supporting this critically important funding for the NLETC**, which trains all police officers except for those from Omaha, Lincoln, Bellevue, Papillion and La Vista. OPD and LPD train their officers at their

own academies. The officers of the other three cities are trained at the Sarpy Douglas Law Enforcement Academy. [Click here](#) for the hand-out Sen. Aguilar distributed to State Senators describing the important COVID-related infrastructure improvements needed at the NLETC.

## **LB 1241: Thanks to Sen. Lathrop and law enforcement organizations statewide, League-supported bill to expedite reciprocity process for law enforcement officers advanced to Final Reading March 23 on a voice vote**

*Continued from page 3*

Omaha Sen. Terrell McKinney successfully amended AM2485 with AM2560 which essentially precludes the following officers from receiving any of these benefits: *“A law enforcement officer shall not be eligible for a tier 1, tier 2, or tier 3 retention incentive payment under this section if: (a) Such law enforcement officer’s certification has ever been revoked; (b) Such law enforcement officer has ever been convicted of a felony or Class I misdemeanor. This subdivision shall not apply if the law enforcement officer received a pardon or set aside for such conviction; (c) Such law enforcement officer has ever been adjudicated by the council (Police Standards Advisory Council) to have engaged in serious misconduct, as such term is defined in section 81-1401; or (d) Such law enforcement officer was allowed to resign instead of being terminated from employment. This subdivision shall only apply if the law enforcement officer’s certification would have been revoked had he or she not resigned.”* Sen. McKinney’s amendment to the Clements’ amendment was adopted with 41 ayes, 0 nays, 4 present and not voting (Sens. Day, Halloran, Moser and Vargas) and 4 excused and not voting (Sens. Briese, Flood, Pahls and Pansing Brooks).

**Thanks again to Sen. Lathrop for introducing LB 1241 and Speaker Mike Hilgers and Sen. Patty Pansing Brooks for co-sponsoring the bill, as originally introduced. Subsequently, the following Sena-**

**tors added their names as co-introducers: Blood, Bostar, DeBoer, Flood and Morfeld. We appreciate Sen. Wendy DeBoer for selecting LB 1241 as her personal priority bill to assure consideration of the legislation this session.**

### **Background Information**

A special thanks to the following officers who testified with representatives of the **League** and **NACO** in strong support of LB 1241 at the hearing on Feb. 10 before the Judiciary Committee: Scottsbluff Police **Chief Kevin Spencer**, President of Police Chiefs Association of Nebraska (PCAN); Cozad Police **Chief Mark Montgomery** on behalf of the Police Officers Association of Nebraska (POAN); Buffalo County **Sheriff Neil Miller** on behalf of the Buffalo County Sheriff’s Office and Nebraska Sheriffs Association (NSA); La Vista Police **Chief Bob Lausten**, also representing the United Cities of Sarpy County; **Jim Maguire**, President of the Fraternal Order of Police (FOP), also representing the Omaha Police Officers Association (OPOA); and Bellevue Police **Chief Ken Clary**.

These officers testified that law enforcement agencies across Nebraska are facing a crisis in retaining officers, attracting applicants certified in other states and processing reciprocity applications in a timely fashion due to our current laws. It is far easier for a Nebraska law enforcement officer to become an officer in another state than it is for a certified officer in another state

## **2022 LEGISLATIVE SESSION**



to become certified in Nebraska. Nebraska only has two five-week reciprocity courses available annually at the Nebraska Law Enforcement Training Center (NLETC) in Grand Island. LB 1241 is based, in large part, on Utah’s reciprocity law and “waiver process” which allows applicants to apply and be tested throughout the year.

In supporting LB 1241 at the hearing before the Judiciary Committee, La Vista Police **Chief Bob Lausten** explained the need to add the language in LB 1241 to the definition of “training academy” on page 4 of the bill so that the Douglas Sarpy County Law Enforcement Academy would NOT be held to the exact curriculum of the NLETC. The academies that train police officers in Omaha, Lincoln and the State Patrol are not held to the same curriculum as the NLETC.

The NLETC trains all police officers except for those from Omaha, Lincoln, Bellevue, Papillion and La Vista. OPD and LPD train their officers at their own academies. The officers of the other three cities are trained at the Sarpy Douglas Law Enforcement Academy.

## LB 344: Legislature debates and holds second hearing on one-call bill

On March 11, the Legislature began General File debate on **LB 344**, a speaker priority bill introduced by **Sen. Curt Friesen** of Henderson. As originally introduced and amended by the Transportation and Telecommunications Committee, LB 344 would amend the One-Call Notification System Act to create an Underground Excavation Safety Committee appointed by the Governor. The committee would review complaints submitted to the Fire Marshal alleging violations of the One-Call Notification System Act, provide notice of hearing to all parties and make recommendations on how complaints should be resolved after an opportunity to be heard is provided to the interested parties.

Before debate began, Sen. Friesen filed AM1880, an amendment that would discard the concept of a Safety Committee and substitute a concept that would take away the authority of the Attorney General to enforce one-call violations

and create a one-call enforcement mechanism within the office of the Fire Marshal.

Immediately before debate, a letter opposing AM1880, signed by **Nebraska Rural Electric Association, Central NE Public Power and Irrigation District, the Lincoln Electric System, the Nebraska Public Power District, Loup Power District, NMPP Energy, the Nebraska Power Association, the Omaha Public Power District, the Metropolitan Utilities District, Black Hills Energy** and the **League of Nebraska Municipalities** was distributed to all Senators by Seward Sen. Mark Kolterman. The letter urged Senators not to move forward on the amendment because the elimination of the Attorney General from the enforcement process was an entirely new concept that had not had a public hearing.

After some debate, Sen. Friesen agreed to hold an additional hearing on AM1880 if the body would agree

### 2022 LEGISLATIVE SESSION



to move LB 344 from General File to Select File. Based on this plan, the Legislature advanced LB 344 to Select File.

On March 22, the Transportation and Telecommunications Committee held a hearing on AM1880. AM1880 was supported by the **National Utility Contractors Association**, and the **Nebraska Attorney General**. AM1880 was opposed by the **Nebraska Rural Electric Association, Black Hills Energy** and others. Neutral testimony was provided by the **Nebraska Fire Marshal, the League of Nebraska Municipalities** and the **Nebraska One-Call Board**.

## Legislative hot line offered during session

During the legislative session, the Clerk of the Legislature's Office offers a hot line from 8 a.m. to 5 p.m.

Hot line staff will answer questions about the status of bills or requests for information. The service also is offered to any person who is hearing impaired and/or

speech impaired. Before 8 a.m., or after 5 p.m. during the week and on weekends and state holidays, callers will hear a recorded message of the next legislative day's agenda. Legislative hot line numbers are: Lincoln - 402-471-2709; Other areas in Nebraska - 800-742-7456.

Limited copies of bills or legislative journals can be obtained in the bill room, or they may be ordered through a 24-hour request line by calling 402-471-2877. Callers are asked to provide the bill numbers of the legislation they wish to receive.

# LEGISLATIVE BULLETIN

## LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, Second Session

April 1, 2022 - Bulletin 13



### ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 1014:** ARP Act budget bill advances to Final Reading with \$47.7 million for COVID-related infrastructure improvements at NLETC still included in bill.
- **LB 927:** Please ask your Senator(s) to continue supporting LB 927 relating to arenas in Lincoln, Omaha and Ralston; **these three arenas provide the funding for CCCFF.**
- **LB 1273:** League-supported bill to provide increased benefits for law enforcement officers advances to Final Reading.
- **LR 263CA:** Constitutional amendment to end unfunded mandates advances to next round of debate.
- **LB 809:** Natural Resources Committee priority bill advances; includes League-supported bills, LB 809 and LB 924
- **Check the Legislature's web site** for more information about your state Senators and the session. The web site address is <http://nebraskalegislature.gov/web/public/home>.

**NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.  
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.**

## **LB 1014:ARP Act budget bill advances to Final Reading with \$47.7 million for COVID-related infrastructure improvements at NLETC still included in bill**

On March 28, the Legislature advanced **LB 1014** to Final Reading on a 33-7 vote following a successful cloture motion on a 34-4 vote to end a filibuster. **Unfortunately, LB 1014, which outlines the allocation of over \$1 billion of American Rescue Plan (ARP) Act funds received by the State of Nebraska, was filibustered over disagreements relating to tax cuts and criminal justice reform.** In order for a cloture motion to be successful to end a filibuster, 33 Senators must vote yes.

Albion **Sen. Tom Briese**, a member of the Revenue Committee and passionate advocate for the tax cut proposal (which failed twice previously with unsuccessful cloture motions), stated there were other Senators willing to join him to “torch” LB 1014 until the tax cut proposal advanced to Select File. Thanks to **Speaker Mike Hilgers** and Norfolk **Sen. Mike Flood** who urged their colleagues to advance LB 1014 to Final Reading while waiting to find out whether the dispute over tax cut issues and criminal justice reform could be resolved. Fortunately, LB

### **State Capitol Mailing Address**

Senator  
District Number  
State Capitol  
PO Box 94604  
Lincoln, NE 68509-4604



*Sen. John Stinner*



*Speaker Mike Hilgers*

1014 was advanced to Final Reading on March 28.

On March 31, Omaha **Sen. Justin Wayne** was successful in returning LB 1014 from Final Reading to Select File for a specific amendment to harmonize provisions with LB 1024, a bill introduced by Sen. Wayne relating to the North and South Omaha Recovery Act using ARP Act funds. LB 1014 was readvanced to Final Reading and likely will be considered for passage next week.

When the Legislature adjourned March 31, discussions continued on how to resolve the disputes relating to tax cuts and criminal justice reform. The tax cut proposal (*relating to property tax, personal income tax, corporate income tax and social security tax*) was amended into **LB 873** and advanced to Select File March 30; however, **LB 920**, introduced by Ralston **Sen. Steve**



*Sen. Justin Wayne*

**Lathrop** to address criminal justice reform and overcrowding in correction facilities, has been debated for several hours but not yet advanced to Select File.

**The following three bills are linked together: LB 1014 (ARP Act bill); LB 873 (tax cut proposal); and LB 920 (criminal justice reform).**

**LB 927: Please ask your Senator(s) to continue supporting LB 927 relating to arenas in Lincoln, Omaha and Ralston; *these three arenas provide the funding for CCCFF***

On March 31, the Legislature considered **LB 927** on General File; **thanks to Norfolk Sen. Mike Flood for explaining and advocating for LB 927 since Omaha Sen. Rich Pahls was ill and unavailable to do so.** LB 927, as introduced by Sen. Pahls, would make several changes to the **Convention Center Facility Financing Assistance Act** relating to arenas in **Lincoln** (Pinnacle Bank Arena) and **Omaha** (CHI Health Center). LB 927 would amend the definition of a convention and meeting center facility to add parking facilities that are nearby, but not connected to the convention and meeting center facility. The parking facility would be for the use of the arena; it also would need to be within 600 yards of the convention and meeting center facility. In addition, LB 927 would provide that state assistance may be used to acquire, construct, improve or equip nearby parking facilities and would increase the amount of state assistance from \$75 million to \$150 million for any one project.

Following Sen. Flood's opening remarks, Omaha **Sen. Lou Ann Linehan**, Chair of the Revenue Committee, explained the Standing Committee Amendment (AM2023) to LB 927, which incorporates the provisions of **LB 818**, introduced by Sen. Linehan, to amend provisions of the **Sports Arena Facility Financing Assistance Act** to allow the **Ralston Arena** to include parking structures under its turnback

provision, increasing the limit on the total sales tax turnback from \$50 million to \$100 million, and striking the requirement that the state assistance be paid within 20 years of the issuance of the first bond for the facility.

Before adopting the Standing Committee Amendment (AM2023) to LB 927, Omaha **Sen. Terrell McKinney** was successful in

*Continued on page 4*



*Sen. Mike Flood*



*Sen. Terrell McKinney*



*Sen. Justin Wayne*



*Sen. Ben Hansen*



*Sen. Lou Ann Linehan*

## **LB 927: Please ask your Senator(s) to continue supporting LB 927 relating to the arenas in Lincoln, Omaha and Ralston; these three arenas provide the funding for the CCCFF**

*Continued from page 3*

amending AM2023 with **AM2632** to: 1) expand the area subject to throwback sales tax from 600 to 1,200 yards, increasing the number of hotels within which the arenas in Lincoln and Omaha could receive throwback sales tax; and 2) restructure how the 10 percent (of Omaha's 70 percent throwback sales tax) should be distributed in Omaha in areas with a high concentration of poverty. AM2632 was adopted with 28 ayes, 0 nays, 11 present and not voting and 10 excused and not voting. *(Unlike the Ralston Arena, the arenas in Lincoln and Omaha only receive throwback sales tax from hotels.)*

Blair **Sen. Ben Hansen** also was successful in amending the Standing Committee Amendment with **AM2505** to make necessary technical changes to his "postcard bill" (LB 644), which passed last year requiring a joint public hearing for any city, county, school district or community college intending to approve a property tax request that is higher than the prior year's property

tax request. AM2505 is essentially LB 1250, which Sen. Ben Hansen introduced this year to make the necessary changes in order for the "postcard bill" to be workable. AM2505 was adopted with 29 ayes, 0 nays, 9 present and not voting and 11 excused and not voting.

LB 927 was advanced to Select File as amended by the Standing Committee Amendment (incorporating the provisions of the McKinney and B. Hansen amendments) with 31 ayes, 0 nays, 8 present and not voting and 10 excused and not voting. Sen. Flood indicated he would be filing an amendment on Select File to LB 927 to fundamentally change the provisions of LB 39, passed in the 2021 session.

### **BACKGROUND INFORMATION:**

**The CCCFF is funded by 30 percent of the throwback sales tax generated from the arenas in Omaha, Ralston and Lincoln; the CCCFF provides critically important grants for municipalities across the state.** [Click here](#) for a list of CCCFF grants to municipali-

## **2022 LEGISLATIVE SESSION**



ties. [Click here](#) to read the latest CCCFF Annual Report by DED.

Thanks to **Sen. Mike Flood** of Norfolk, who negotiated with the League to allocate a portion of the CCCFF funds for grants to municipalities partnering with "**certified creative districts.**" **Sen. Flood was the swing vote to advance LB 927 out of the Revenue Committee with the provisions of LB 818 for Ralston's Arena.** It takes five votes to advance the bill from the Revenue Committee; the League Executive Board negotiated provisions with Sen. Flood so that from July 1, 2023, to June 30, 2024, CCCFF funds for that one year only would be available to municipalities partnering with "certified creative districts." The grants shall not be less than \$100,000 or more than \$250,000 regardless of population. After June 30, 2024, grants from the CCCFF could be awarded to municipalities regardless of their partnering with a "certified creative district." As Sen. Flood emphasized in his presentation at the 2022 Mid-winter Conference, he feels strongly about the role of "certified creative districts" in growing the population in the State of Nebraska.

## **When do bills that are passed take effect?**

Bills that are passed by the Legislature go into effect three calendar months after the Legislature adjourns unless they include an effective date or an emergency clause. Bills with an emergency clause

become effective at 12:01 a.m. the day after the Governor signs the bill, the Legislature overrides the Governor's veto, or five days after the Legislature approves a bill and the Governor fails to act on it.

**LB 1273: League-supported bill to provide increased benefits for law enforcement officers advances to Final Reading**

Thanks to **Sen. Eliot Bostar** of Lincoln for introducing **LB 1273**, which would allow a retired certified law enforcement officer to deduct the cost of health insurance premiums for Nebraska income tax purposes; such individuals must have served full-time for at least 20 years and must be at least 60 years of age to qualify for the deduction. The deduction would take effect for tax years beginning or deemed to begin on or after Jan. 1, 2023. The **League**, **NACO** and statewide organizations representing law enforcement support LB 1273 and LB 1272. **Thanks to Speaker Hilgers for selecting LB 1273 as a “Speaker Priority Bill.”**

On March 3, when LB 1273 was considered on the Legislature adopted Revenue Committee Amendment AM2005 during General File debate to add the language from **LB 1272**, introduced by Hastings **Sen. Steve Halloran**, to increase the tuition waiver for law enforcement officers from 30-100 percent of the



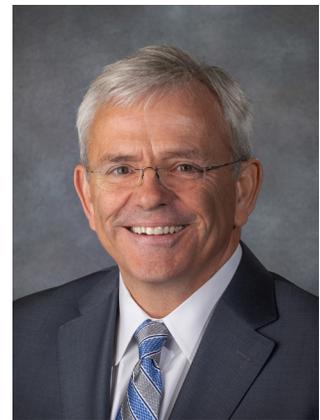
Sen. Eliot Bostar



Sen. Steve Halloran

resident tuition charges of any state university, state college or community college. On March 3, AM2005 was adopted with 33 ayes; the bill was advanced to Select File with 41 ayes, 0 nays and 4 not voting.

In addition to LB 1273, as amended, the League strongly supports LB 1241 relating to law enforcement reciprocity and the \$47.7 million of ARP Act funds the Governor and Appropriations Committee included in the ARP Act budget (LB 1014).



Sen. Steve Lathrop

**LR 263CA: Constitutional amendment to end unfunded mandates advances to next round of debate**

On March 28, the Legislature debated **LR 263CA**, introduced by Sen. Carol Blood of Bellevue. Her constitutional amendment prohibits the Legislature from imposing responsibility for any program, or increasing the level of service for a current program, after 2022 on any political subdivision unless the political subdivision is fully reim-

bursed for the cost of the program or the increase in level of service.

Sen. Blood opened on the measure saying that cities, counties, school districts and other local governments across Nebraska have complained for decades about how unfunded mandates drive up property tax burdens. Although many Senators spoke in favor of the

constitutional amendment, some had concerns about the mechanics of implementing it. For example, one Senator raised questions about whether changing a building code, which increases cost, is an unfunded mandate. Other concerns raised included how the Legislature will define an unfunded mandate. At the

*Continued on page 6*

## **LB 809: Natural Resources Committee priority bill advances; includes League-supported bills, LB 809 and LB 924**

On March 30, one of the Natural Resources Committee's priority bills, **LB 809** advanced to Final Reading. In prior rounds of debate, LB 809 was amended by AM2004, which includes provisions of several other bills. LB 809 was introduced by **Sen. Mike Moser of Columbus** and supported by the League. LB 809 would amend the State Drinking Water Revolving Fund. LB 809 would make the following changes:

- Allows the Drinking Water Revolving Fund to buy or re-finance the debt obligation of a municipality or public water supply system.
- Increases the allowable amount of grant and loan forgiveness from the Drinking Water Revolving Fund from 50 percent to 75 percent of eligible project costs for a municipality or public water supply system serving



*Sen. Tom Brewer*

- 10,000 persons or fewer.
- Authorizes agreements from the Drinking Water Revolving Fund with all municipalities or public water systems to provide grants and loan forgiveness, for up to 75 percent of eligible project costs, concurrent with loans to public water systems



*Sen. Mike Moser*

for lead service line replacement projects in accordance with all federal regulatory and statutory provisions.

AM2004, incorporates the original provisions **LBs 924, 803 and 978** into LB 809.

LB 924 was introduced by **Sen. Tom Brewer** of Gordon and supported by the League. The original LB 924 would amend the Waste Reduction and Recycling Incentive Fund to expand an eligible use of the fund to allow grants for reimbursement of costs to Cities of the First Class for the deconstruction of abandoned buildings. Eligible deconstruction costs must be related to the recovery and processing of recyclable or reusable material from the abandoned buildings. The Waste Reduction and Recycling Incentive Fund is funded by the \$1.25 per ton landfill fee and a \$25 business fee. This specific use currently is limited to Cities of the Second Class and Villages.

## **LR 263CA: Constitutional amendment**

*Continued from page 5*

end of the debate, Sen. Blood promised to draft language and work with Senators who have concerns about the proposal. The League, the Nebraska Association of County Officials and other stakeholders are working on language to address the concerns raised during the first round of debate.

The measure advanced on a 34-5 vote. If LR 263CA is approved by lawmakers, the proposal will be placed on the ballot for voter approval at the 2022 general election.



*Sen. Carol Blood*



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## CRETE AIRPORT AUTHORITY MEETING

March 17, 2022 at 8:15 AM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street  
Post Office, 1242 Linden Avenue  
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee 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. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

#### 2. Roll Call

Greg Hier: Absent  
Anthony Fitzgerald: Present  
Kirk Keller: Present  
Howard Nitzel: Present  
Blaine Spanjer: Present  
Present: 4, Absent: 1.

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

#### 4. Items of Business

##### 4.A. Consider approving a quote from Dick Hollman Fencing for pasture fence repairs in the amount of \$4,400.

Howard Nitzel reported some of this work has needed to be done for a couple of years and that \$800 of the quote should be reimbursed by the plane that went through the fence.

Approve the quote of \$4,400 for fence repairs by Dick Hollman Fencing Carried with a motion by Howard Nitzel and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

#### **4.B. Consider approving a quote for concrete repairs.**

The amount of the quote was reviewed by Chris Corr from Olssons and was reported to be in the range for a project of this size.

Approve the quote of \$17,500 for driveway/parking concrete repairs by Dimas Construction Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

#### **4.C. Consider approving a quote for repairs to Hangar #1.**

The quote was discussed and appeared to be higher than expected.

Table Hangar #1 facia repairs until a later date. Carried with a motion by Howard Nitzel and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

#### **4.D. Consider buy back proposal from Crete Fuel.**

Shaun Krzycki reported that according to the measurements and tables, these are the amounts left in each tank. The price is what was paid to the Airport Authority when Crete Fuel took over the fuel sales.

Approve the unusable fuel buyback proposal from Crete Fuel in the amount of \$857.50 Carried with a motion by Anthony Fitzgerald and a second by Kirk Keller.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

### **5. Officers' Reports**

#### **5.A. Airport Manager Report**

Shaun Krzycki reported that the old fuel tanks are ready to be disposed of. He will call a firm about pumping and disposing the 200-300 gallons of unusable fuel remaining.

City Clerk Jerry Wilcox reported that the Air Force Museum would like to see the base of the monument painted. Kirk Keller will contact the Boy Scouts about doing this.

#### **5.B. Authority Chair and Member Reports**

Items discussed for future repairs and replacement included the furnace for Hangar #2 offices and carpet in the conference room.

Chris Corr with Olssons reported that he is working on the closing documents for the fuel dispenser project with approximately \$80,000 remaining to pay.

### **6. Consent Agenda**

Approve the consent agenda items as presented. Carried with a motion by Kirk Keller and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye

Aye: 4, No: 0

**6.A. Approve Meeting Minutes**

**6.B. Accept the City Treasurer's Report**

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

**7. Adjournment**

The meeting adjourned at 9:00 AM.



LARM staff pictured from the left are: Tracy Juranek, Fred Wiebelhaus, Dave Bos, Randy Peters, Diane Becker, and Elizabeth Becker. Not pictured: Drew Cook

**PHONE**  
402-742-2600

**WEB**  
[www.larmpool.org](http://www.larmpool.org)

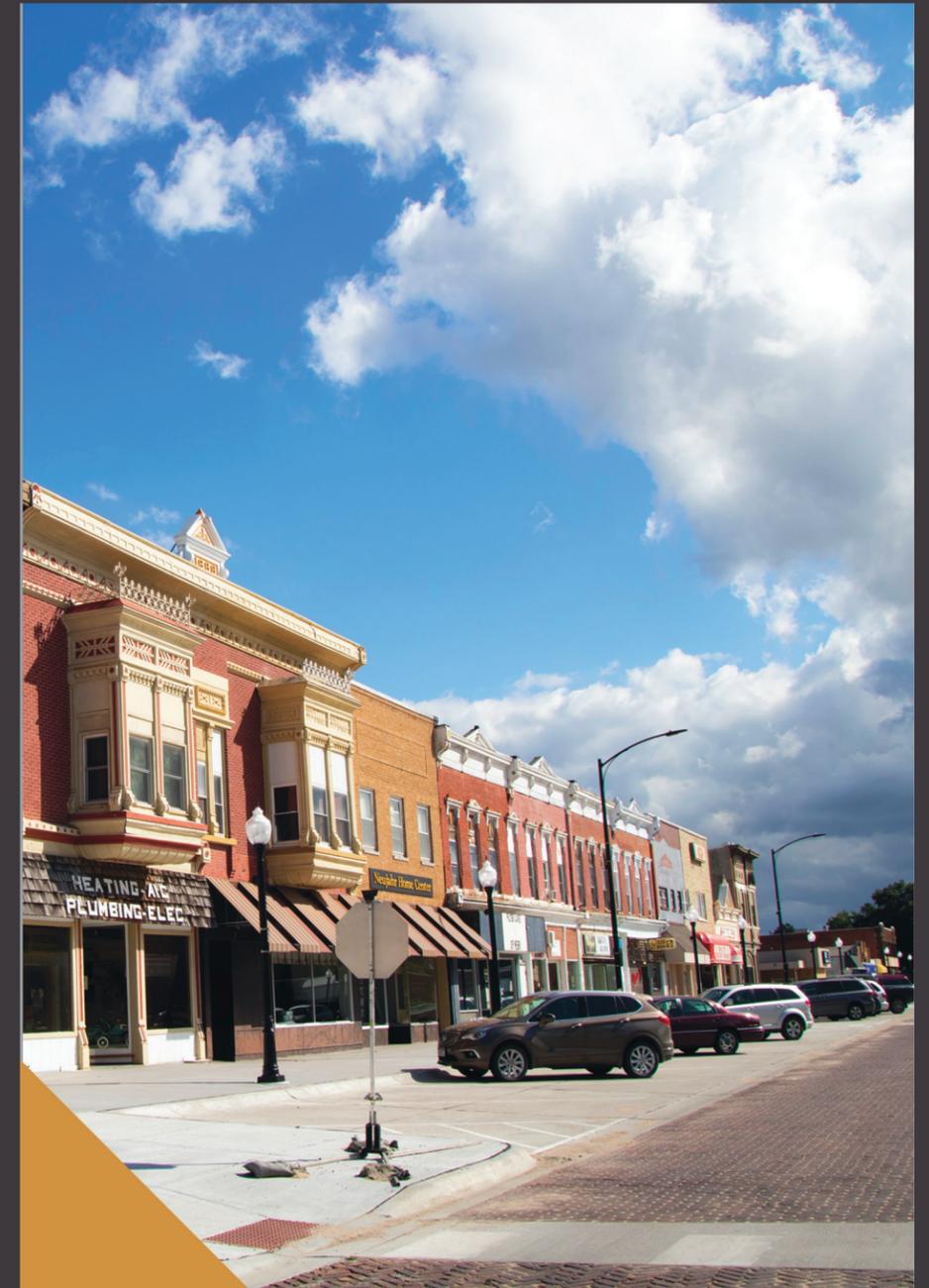
**EMAIL**  
[customerservice@larmpool.org](mailto:customerservice@larmpool.org)

**ADDRESS**  
1335 L Street Suite 200, Lincoln, NE 68508



**LARM**  
League Association of Risk Management  
*Serving Nebraska communities since 1995*

# ANNUAL REPORT 2020-2021



Doug Hanson Chair City of Hickman Mayor	Lanette Doane Vice-Chair Village of Ansley Clerk/Treasurer	Connie Jo Beck City of St. Paul Clerk/Deputy Treasurer	LeAnn Brown City of Oshkosh Clerk/Treasurer	Pam Buethe Sarpy County SID 29 Board Member	Don Groesser City of Ralston Mayor	Melissa Harrell City of Wahoo City Administrator/ Treasurer	Tony Kaufman City of Gering Mayor
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Jo Leyland City of Imperial Administrator/ Clerk/Treasurer	Josh Moenning City of Norfolk Mayor	Tom Ourada City of Crete Administrator	Sandra Schendt City of Nelson Clerk/Treasurer	Joey Spellerberg City of Fremont Mayor	Deb VanMatre City of Gibbon Mayor	L. Lynn Rex LONM Executive Director LARM Administrator Ex-Officio Board Member	Paul Lambert LONM President City of Plattsmouth Mayor Ex-Officio Board Member
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**LARM** **2021-2022**  
**LARM Board of Directors**

## OUR MISSION

To proactively identify, prevent, or economically resolve loss exposures in a professional manner while supporting an environment of education, integrity, and consistency that results in the mitigation of risk.

## FROM THE CHAIR



LARM has completed another successful year thanks to the dedication of our members, board, and staff. In 2020-2021 Nebraska communities continued to work with the challenges related to the pandemic including labor shortages; extra PPE precautionary measures; and decisions about reopening public spaces. LARM was there to help with risk management information, training, and Lean on LARM grants for needed safety equipment.

As is common in Nebraska, many of our communities were also affected by weather events with windstorms and hail damage and LARM was there to quickly provide the funds needed for recovery.

As always, LARM takes extra measures in responding to the needs of its members by ensuring their losses are covered adequately and at the lowest cost possible.

We are excited for the future as we continue to grow and serve our members. Stay safe!

Doug Hanson  
LARM Board Chair and City of Hickman, NE Mayor



**The City of Imperial has been a member of LARM for over 20 years, both because of the savings and the incredible service we have been given.»**

**Jo Leyland,  
Administrator/  
Clerk/Treasurer  
City of Imperial,  
Nebraska**



**The Loss Reserves to Surplus Ratio** shows the ability as a risk management pool to withstand adverse claim development. LARM Loss Reserves as of 9-30-2021 were \$7,246,217. The LARM Surplus as of 9-30-2021 was \$8,869,921. The Loss Reserves to Surplus Ratio as of 9-30-2021 was 81.7%, well below the industry standard of below 100%.



**The Contributions to Surplus Ratio** shows the flexibility of the risk management pool to increase retention, increase membership, or return dividends. The Contributions from 2020-2021 were \$9,889,688. The Ratio of Contributions to Surplus as of 9-30-2021 was 111.5% - well within the industry standard of less than 300%.

## OUR PROGRESS

Twelve communities were awarded plaques for 20 years of LARM membership in 2021 including: St. Paul, Herman, Benedict, Sumner, Platte Center, Newcastle, Benkelman, Inglewood, Nelson, Winnebago, Arapahoe, and Pilger.

LARM and the League of Nebraska Municipalities (LONM) teamed together to provide updated Open Meetings Act posters and brochures for Nebraska Municipalities as changes had been made to the Act in the 2021 State of Nebraska Legislative Session. Let LARM staff know if you need an extra poster or brochure.



### LEAN ON LARM

Forty-four LARM members took advantage of the Lean on LARM Safety Grant program by submitting requests and receiving \$500 towards safety items in their communities. These items included cameras, gas detectors, safety apparel and much more.



### NEW MEMBERS

From October 1, 2020 to September 30, 2021, LARM added six new members. They included the City of Columbus, the Village of Dalton, the Village of Firth, the Village of Funk, the Village of Greeley and the City of Wisner.



### LARM ARMOR



The following communities applied for and received \$700 towards a bullet proof vest as part of the LARM Armor program. Congratulations to the City of Chadron; the City of Valentine; the Village of Morrill; the City of Randolph; the Village of Emerson; and the City of Wahoo.



### NEW LARM STAFF



Drew Cook is the new customer service specialist at LARM. He had previously worked as an insurance adjuster at State Farm Insurance in Lincoln for 14 years. He has a Business Degree from Doane University and an Associates in General Insurance designation.



**The Self-Insured Retention to Surplus Ratio** shows the ability of a pool to withstand large claims. The ratio as of 9-30-2021 of Self-Retention to Surplus was 8.5% - well below the industry standard of less than 25%.



**The Liquid Assets to Liabilities Ratio** shows the liquidity needed to pay the existing liabilities. LARM's Liquid Assets as of 9-30-2021 were \$25,710,595. Liabilities were \$16,840,674. The Ratio as of 9-30-2021 was 152.7% which is much higher than the industry standard of greater than 100%.



**The Loss and Loss Adjustment Expense** incurred in 2020-2021 was \$4,933,550. The Contributions were \$9,889,688. The Ratio of Loss and Loss Adjustment Expense to Contributions was 49.9% which is only slightly above the industry standard of 45%.

Photos: Cover is taken at David City, NE; left from top is Doug Hanson of the City of Hickman and downtown Norfolk, NE; above from top is Jacob Feuhrer of the City of Valentine, NE, and LARM's Drew Cook

Seward/Saline County

Solid Waste Management Agency

P.O. Box 190, Seward NE 68434

### **January 20, 2022 Meeting Minutes**

Present: John Culver-Seward County, Angie Ostrander-Village of Goehner, Kelli Keib-City of Milford, Jessica Bodfield-G&P Development, Leroy Trease-Village of Pleasant Dale, John Singleton-City of Seward, Jack Oelschlager-City of Crete, David Sladek-City of Friend, Rachel Jamison-Village of Garland, Dean Bruha-City of Milford.

1. **Meeting was called to order** at 7:05pm by John Culver. John Culver announced the Open Meetings Act is posted and a copy is available upon request.
2. **Roll Call** was taken resulting in 25 weighted votes.
3. **Consent Agenda:** John Singleton-City of Seward moved to accept the Consent Agenda, 2<sup>nd</sup> by Jack Oelschlager-City of Crete. Motion carried.
4. **Minutes of the September 16, 2021** minutes were emailed to the SSCSWMA members. Leroy Trease-Village of Pleasant Dale moved to accept the minutes as emailed, 2<sup>nd</sup> by Kelli Keib-City of Milford. Motion carried.
5. **Citizen's Forum:** NONE
6. **Treasurer's Report:** Dean Bruha notified the SSCSWMA Agency that he accidentally paid a personal bill out of the Agency's checkbook. He noted that both check book covers and checks are blue. Dean deposited a check from his personal account when he found the mistake in the amount of the check of \$206.50. He gave a copy of the deposit slip to be held on record in the minutes. John Singleton-City of Seward recommended the agency order duplicate checks going forward and destroy the checks we are currently using. John Singleton-City of Seward moved that John Culver-Seward County and Marvin Kohout-Saline County go to Cattle Bank double check the account activity before being audited. Dean Bruha will be exempt from this visit. 2<sup>nd</sup> by Leroy Trease-Village of Pleasant Dale. Motion carried. John Singleton-City of Seward moved that Marvin Kohout-Saline County and John Culver-Seward County also look into Cattle Bank combining Dean Bruha's account with the SSCSWMA account on occasion. Dean Bruha will be exempt from this as well. An immediate response is requested regarding this visit. 2<sup>nd</sup> by Jack Oelschlager-City of Crete. Motion carried.  
Dean Bruha read the current Treasurer's Report. Leroy Trease-Village of Pleasant Dale moved to accept the Treasurer's Report as read, 2<sup>nd</sup> by Jack Oelschlager-City of Crete. Motion carried.
7. **Board Member Input/Comment/Report:** NONE
8. **Old Business**
  - A. **Status of Interlocal Agreements:** Village of Dorchester, Saline County, Village of Friend, Seward County and Village of Garland are the only entities with current signed Interlocal Agreements. Still need signed originals from City of Seward, City of Crete, City of Milford, Village of Beaver Crossing, Village of Bee, Village of Goehner, Village of Pleasant Dale, and Village of Staplehurst. Angie Ostrander will get new forms out to sign along with a copy of

the Interlocal Agreement when she is notified by Marvin Kohout who has sent signed agreements to him. Please mail the signed original copy to Angie Ostrander to...  
1337 Frances Street-P.O. Box 114 Goehner NE, 68364

- B. **State of Recycling in SE Nebraska-Go through questions for Leah Meyer.** Leah Meyer was not able to come to the meeting. No questions were sent to Angie. **Rep from Ripple Glass-** Josh Boyer from Ripple Glass was not there.

**Discussion/Possible action to increase tipping fee at the landfill.** Jessica Bodfield-G&P Development notified the Agency that tipping fees will increase when the Landfill expansion has been completed. The Landfill is also looking into adding 3 more counties-Adams, Hall and Merrick. John Singleton requested Kelly from G&P Development be added to the next agenda for discussion/questions from the agency and to vote on adding the 3 counties.

**CORRECTION\*\*\* Amended minutes for this statement-Jessica Bodfield-G&P Development notified the Agency that tipping fees will increase when the Landfill expansion has been completed.**

The Landfill expansion was done back in 2012 and that is when we changed the host fee from 15 cents to 25 cents.

After we get approval from the Seward/Saline Agency and the Seward County commissioners, we would raise it to 50 cents.

- C.
  - D. **Verify the audits for 2019, 2020 and 2021.** The audit waiver for 2021 has been approved. Angie Ostrander has created a binder as requested with the Audit Waiver and supporting documentation from 2019, 2020 and 2021.
  - E. **Other Old Business.** It has been 6 months since the SSCSWMA decided to reimburse the Villages and Cities at 25% rate. John Singleton moved that SSCSWMA continue to reimburse at 25% for 1 year then re-evaluate to see if the agency shows a profit. 2<sup>nd</sup> by Leroy Trease-Village of Pleasant Dale. Motion Carried.
- 9. New Business**
- A. **Future activities/efforts/ideas:** Clean-up Day for Saline County has not been set yet, Crete will have a Clean-up Day in April, Dorchester will have a clean-up day the end of September. Please send an email to Angie Ostrander if your Village or City is having a Clean-Up Day and she will send an email out to the SSCSWMA members.
  - B. **Election of Chairperson.** Leroy Trease-Village of Pleasant Dale nominated John Culver-Seward County as Chairperson. 2<sup>nd</sup> by Angie Ostrander-Village of Goehner. Motion carried.
  - C. **Election of Vice-Chairperson.** Leroy Trease-Village of Pleasant Dale nominated Marvin Kohout-Saline County as Vice Chairperson. 2<sup>nd</sup> by Angie Ostrander-Village of Goehner. Motion carried.
  - D. **Election/Appointment of Secretary.** John Singleton-City of Seward nominated Angie Ostrander-Village of Goehner as Secretary. 2<sup>nd</sup> by Leroy Trease-Village of Pleasant Dale. Motion carried.

- E. **Election/Appointment of Treasurer.** Leroy Trease-Village of Pleasant Dale nominated Dean Bruha as Treasurer. 2<sup>nd</sup> by Jack Oelschlager-City of Crete. Motion carried.
- F. **Update the checking account names (if necessary).** John Culver-Seward County and Marvin Kohout-Saline County will go to Cattle Bank and update account information when they go to check on Dean Bruha's Corrective Action Mistake Clarification.
- G. **Other new business.** Village of Garland paid \$1.00 for the trailer purchase. Dean Bruha to send a receipt of purchase to Village of Garland.

**10. Discussion/approval of bills/claims:**

**Bills**

Village of Pleasant Dale	\$2733.34	@25% = \$683.34
City of Friend	\$2860.00	@25% = \$715.00
Village of Goehner	\$400.00	@25% = \$100.00
City of Milford-01	\$1813.49	@25% = \$453.37
City of Milford-02	\$742.51	@25% = \$185.63

**Total Bill Reimbursement:      \$8549.34      @25% = \$2137.34**

**Angie Ostrander-Secretary for 5 Regular Meetings- \$500.00**

Leroy Trease-Village of Pleasant Dale moved to pay the bills, 2<sup>nd</sup> by Kelli Keib-City of Milford. Motion carried.

**11. Executive Session: NONE**

**12. Miscellaneous Business and Discussion**

- A. Next meeting is scheduled for March 24th, 2022 at 7:00pm.
- B. Next Meeting Agenda Suggestions/Requests:
  - 1. Add Kelly from G&P Development to vote on adding Adams, Hall and Merrick Counties.
  - 2. Outcome of Dean Bruha Corrective Action Mistake Clarification.
  - 3. Check the status of the Interlocal agreement.

13. Adjournment at 8:07pm. Motion moved by John Singleton-City of Seward, 2<sup>nd</sup> by Kelli Keib-City of Milford.

14. Here is Angie Ostrander's phone number. 402-540-8117. Please call if you have questions.

Respectfully,

Angie Ostrander, Secretary