

**Public Works Committee Meeting**  
**Tuesday, May 17, 2022 5:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

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

**2. Roll Call**

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

**3. Items of Business**

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Provide a recommendation to the City Council on entering into a contract with Cummins Sales and Service in the amount of \$364.44 for preventative maintenance on the Police Department generator.
- 3.B. Provide a recommendation to the City Council on entering into a professional services agreement with Speece Lewis, in an amount not to exceed \$68,502, for project management services on the 22nd Street Culvert Project.
- 3.C. Provide recommendation to the City Council on approving Application for Payment No. 4 to Van Kirk Bros. Contracting in the amount of \$14,044.95 as the final payment for the West Crete Water and Sewer Extension.
- 3.D. Discuss commercial versus residential electric rates for storage units.

**4. Officers' Reports**

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

**5. Adjournment**

**Disclaimers & Notices**

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



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
 Cummins Sales and Service  
 PO Box 772639  
 Detroit, MI 48277-2639

OMAHA NE BRANCH  
 10088 S. 136 STREET  
 OMAHA, NE 68138-  
 (402)551-7678

\*\*\*REPRINT\*\*\*

<b>INVOICE NO</b>
J3-51157
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**BILL TO**

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE, NE 68333-

**OWNER**

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE, NE 68333-  
 CHAD MENAGH - 402 8264311

PAGE 1 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
30-MAR-2022	PM RENEWAL		35.0DGBB/97658E		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
86315			H980786671		35.0DGBB/97658E
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
53892	SI769		/ 375.7		POLICE DEPT

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN H980786671 YEAR 1998

COMPLAINT INSPECTION (INSP)

LOCATION ADDRESS  
 1945 FOREST AVE  
 CRETE  
 NE 68333  
 US

CAUSE PM: PLANNED MAINTENANCE

CORRECTION 3/21/2022

LOTO UNIT FOR VISUAL INSPECTION, CHECKED OUT UNIT.  
 CHECKED RADIATOR. COOLANT. EXHAUST. INTAKE. CLAMPS. HOSES. OIL  
 LEVEL. AND BELTS.  
 SHUT DOWN UNIT AND LOCKED OUT AND TAGGED OUT.  
 DISCONNECTED BATTERY AND CHARGER. REINSTALLATION AFTER  
 INSPECTION.  
 BATTERIES > INSTALLATION 12/21 TESTED GOOD  
 STARTED GENERATOR FROM CONTROL AND RAN FOR 20 MINUTES. TOOK  
 OPERATIONAL READINGS.  
 PLACED IN AUTO.  
 PROCEEDED TO TRANSFER SWITCH. STARTED GENERATOR FOR A SHORT RUN  
 AFTER CHECKING SETTINGS RETURN SETTINGS BACK TO NORMAL.

COVERAGE THANK YOU FOR CHOOSING CUMMINS SALES AND SERVICE  
 CUSTOMER BILLABLE

1 PM PAY AS YOU GO PM PAY AS YOU GO

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

APPENDIX A  
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eight percent (8%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY; NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
 Cummins Sales and Service  
 PO Box 772639  
 Detroit, MI 48277-2639

OMAHA NE BRANCH  
 10088 S. 136 STREET  
 OMAHA, NE 68138-  
 (402)551-7678

\*\*\*REPRINT\*\*\*

INVOICE NO
J3-51157
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**BILL TO**

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE, NE 68333-

**OWNER**

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE, NE 68333-  
 CHAD MENAGH - 402 8264311

PAGE 2 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
30-MAR-2022	PM RENEWAL		35.0DGBB/97658E		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
86315			H980786671		35.0DGBB/97658E
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
53892	SI769		/ 375.7		POLICE DEPT

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN      H980786671      YEAR 1998

PARTS: 0.00  
 PARTS COVERAGE CREDIT: 0.00 CR  
 TOTAL PARTS: 0.00  
 SURCHARGE TOTAL: 0.00  
 LABOR: 294.44  
 LABOR COVERAGE CREDIT: 0.00 CR  
 TOTAL LABOR: 294.44  
 MISC.: 70.00  
 MISC. COVERAGE CREDIT: 0.00 CR  
 TOTAL MISC.: 70.00  
 PREVENTIVE MAINT MILEAGE

TAX EXEMPT NUMBERS:

LOCAL 0.00

10-40-5329 CM#101  
 \*\*Preventative Maintenance on the  
 PD's generator

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 364.44  
 TOTAL TAX: 0.00

**TOTAL AMOUNT: US \$ 364.44**

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



April 27, 2022

Mr. Tom Ourada  
243 East 13<sup>th</sup> Street  
Crete NE 68333

RE: City of Crete Culvert Project  
Structure No. U0620C1005  
Located on East 22<sup>nd</sup> Street  
Construction Observation Fee Proposal

Dear Board Members:

Speece Lewis Engineers is pleased to provide the following proposal and proposes the following scope of services for the construction observation of the above-mentioned project.

- Provide Project Management which will include writing Pay Estimates, Change Orders, project updates/meetings
- Conduct Construction Inspection for rebar placement, concrete pours, backfilling operations, paving, storm sewer installation, channel grading, and rip rap placement
- Carry out onsite testing of plastic concrete. Cylinder breaks to be performed by Terracon Consultants which will be billed at cost
- Provide Construction Staking and Survey
- Provide load rating, NBIS initial inspection, BrM input into NDOT data base for bridges, coordinate revised bridge type with NDOT in BrM
- Assumes project timeline of 110 calendar days, for purposes of this proposal, 78 days was used to estimate the hours for construction observation

Speece Lewis proposes a fee not to exceed an amount of \$68,502.00 billed at our standard hourly rates. Invoices will be submitted monthly. Our standard hourly rates are as follows:

- Project Manager: \$190/hr
- Project Inspector: \$78/hr
- Survey Crew: \$150/hr
- Mileage Rate: Current Federal Rate
- Material Testing: at cost, performed by Terracon Consultants. This includes the following:  
(*estimated testing cost is \$4,000.00 and is included in our "not to exceed" rate*)
  - Moisture Density Curve Relationships (*Proctors*) (*estimated at 2 Proctors*)
  - Concrete cylinder compressive strengths (*72-cylinder breaks*)
  - Onsite density testing (*6 trips*)

If this proposal meets with your approval, a signed copy of this letter shall serve as a contract. Please retain one (1) copy for your files and return one (1) copy to our office.

If you have any additional questions or concerns, please contact our office.

Respectfully Submitted,

SPEECE LEWIS ENGINEERS, INC.

*Christopher E. Lane*

Christopher E. Lane, P.E.  
Vice President

ACCEPTED FOR CITY OF CRETE, NEBRASKA:

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

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



# Progress Estimate

# Contractor's Application

For (contract):		13th Street West Annexation Crete, Nebraska				Application Number: 4 (FINAL)				
Application Period:		2/24/2022				Application Date: 5/2/2022				
A		B	C	D	E	F		G		
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) B	Balance to Finish (B - F)
<b>PART A - SANITARY SEWER</b>										
1.	8" PVC SDR Sewer Line	1060 L.F.	\$78.00	\$82,680.00	1076	\$83,928.00		\$83,928.00	102%	
2.	Construct Manhole	62 V.F.	\$535.00	\$33,170.00	62	\$33,170.00		\$33,170.00	100%	
3.	Connect to Existing Sewer Line	1 JOB	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100%	
4.	8" PVC Plug/Cap	4 Each	\$100.00	\$400.00	4	\$400.00		\$400.00	100%	
5.	8" x 4" Wye w/Riser and Cap	2 Each	\$325.00	\$650.00	2	\$650.00		\$650.00	100%	
6.	Connect to Railroad Boring Carrier Pipe	2 Each	\$800.00	\$1,600.00	2	\$1,600.00		\$1,600.00	100%	
7.	Remove and Replace Concrete Retaining Walls	2 Each	\$800.00	\$1,600.00	2	\$1,600.00		\$1,600.00	100%	
8.	Regrade, Shape, and Rock Roadway	1 JOB	\$15,500.00	\$15,500.00	1	\$15,500.00		\$15,500.00	100%	
9.	SWPPP and BMP's	1 JOB	\$4,200.00	\$4,200.00	1.0	\$4,200.00		\$4,200.00	100%	
10.	Testing	1 JOB	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100%	
11.	Signs and Barricades	1 JOB	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100%	
TOTAL BID - PART A - SANITARY SEWER - Item Nos. 1 through 11, inclusive:				\$147,800.00		\$149,048.00		\$149,048.00		
<b>PART B - WATER</b>										
1.	8" PVC DR18 Water Line	1,015 L.F.	\$40.00	\$40,600.00	1015	\$40,600.00		\$40,600.00	100%	
2.	6" PVC DR18 Water Line	24 L.F.	\$32.00	\$768.00	24	\$768.00		\$768.00	100%	
3.	Connect to Railroad Boring Carrier Pipe	2 Each	\$850.00	\$1,700.00	2	\$1,700.00		\$1,700.00	100%	
4.	12" x 8" Reducer	1 Each	\$886.00	\$886.00	1	\$886.00		\$886.00	100%	
5.	8" Sleeve	2 Each	\$878.00	\$1,756.00	2	\$1,756.00		\$1,756.00	100%	
6.	8" Valve w/Roadway Box	5 Each	\$1,855.00	\$9,275.00	5	\$9,275.00		\$9,275.00	100%	
7.	8" Tee	3 Each	\$690.00	\$2,070.00	3	\$2,070.00		\$2,070.00	100%	
8.	8" x 6" Tee	3 Each	\$690.00	\$2,070.00	3	\$2,070.00		\$2,070.00	100%	
9.	8" 45-degree Bend	2 Each	\$465.00	\$930.00	2	\$930.00		\$930.00	100%	
10.	8" Plug	4 Each	\$280.00	\$1,120.00	4	\$1,120.00		\$1,120.00	100%	
11.	6" Fire Hydrant	3 Each	\$3,950.00	\$11,850.00	3	\$11,850.00		\$11,850.00	100%	
12.	6" Valve w/Roadway Box	3 Each	\$1,368.00	\$4,104.00	3	\$4,104.00		\$4,104.00	100%	
13.	1" SDR 9 Water Service Line	60 L.F.	\$15.00	\$900.00	104	\$1,560.00		\$1,560.00	173%	
14.	1" Corporation Tap w/Saddle	2 Each	\$538.00	\$1,076.00	2	\$1,076.00		\$1,076.00	100%	
15.	1" Curb Stop w/Box	2 Each	\$468.00	\$936.00	2	\$936.00		\$936.00	100%	
16.	Testing	1 JOB	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100%	
17.	Signs and Barricades	1 JOB	\$300.00	\$300.00	1	\$300.00		\$300.00	100%	
TOTAL: BID, PART B - WATER, Item Nos. 1 through 17, inclusive:				\$81,841.00		\$82,501.00		\$82,501.00		
<b>GRAND TOTAL BID, 13th STREET WEST ANNEXATION - PART A - SANITARY SEWER AND PART B - WATER, inclusive:</b>				\$229,641.00		\$231,549.00		\$231,549.00		
<b>CHANGE ORDER NO. 1</b>										
1.	Replace Culvert	1 JOB	\$3,450.00	\$3,450.00	1	\$3,450.00		\$3,450.00		
2.	Sanitary Service Connection	1 JOB	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00		
TOTAL CHANGE ORDER NO. 1, Item Nos. 1 through 2, inclusive:				\$9,450.00		\$9,450.00		\$9,450.00		
<b>TOTAL BASE BID AND CHANGE ORDER NO. 1, inclusive:</b>				\$239,091.00		\$240,999.00		\$240,999.00		

**Plat Review and Recording**

Preliminary Plat	\$1,000 plus \$10.00 per lot
Final Plat	\$600 plus \$10.00 per lot
Other Plats	\$425
Recording Fee	\$20.00 plus \$6.00 per page

**Special Requests**

Special Exception Permit	\$160.00
Zoning Change	\$500.00
Variance Request	\$135.00

**Subdivision Development**

Application Fee	\$50.00
Subdivision Review Fee	\$160.00
Inspection Fee	\$50.00 per inspection
Recording Fee	\$20.00 plus \$6.00 per page

**PART IV: PUBLIC WORKS AND UTILITIES**

**Electric Service**

**Residential Service Rates**

Residential Services, all classifications, per month	
Customer charge	\$17.00
Rate per kWh – Summer	\$0.1106 per kWh
Rate per kWh – Winter	\$0.1030 per kWh for first 650 kWh used; \$0.0813 per kWh over first 650 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

**General Service Rates**

General Services, all classifications except General Service; Demand, per month	
Customer charge, single phase service	\$31.44
Customer charge, three phase service	\$55.28
Rate per kWh – Summer	\$0.1127 per kWh
Rate per kWh – Winter	\$0.1127 per kWh for first 1,200 kWh used; \$0.0932 per kWh over first 1,200 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

General Service; Demand, per month	
Customer charge	\$81.30
On-peak demand charge – Summer	\$28.73
On-peak demand charge – Winter	\$20.87
Off-peak demand charge – Summer	\$9.76
Off-peak demand charge – Winter	\$20.87
Rate per kWh – All seasons	\$0.0444 per kWh

Electric Vehicle Charging Rate	\$0.135 per kWh
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### Large Power Service Rates

Large Power Service; LP1, per month	
Customer charge	\$205.96
On-peak demand charge – Summer	\$26.02
On-peak demand charge – Winter	\$20.33
Off-peak demand charge – Summer	\$8.13
Off-peak demand charge – Winter	\$0.00
Rate per kWh – All seasons	\$0.0390 per kWh

Large Power Service; LP2, per month	
Customer charge	\$205.96
On-peak demand charge – Summer	\$26.02
On-peak demand charge – Winter	\$18.97
Off-peak demand charge – Summer	\$8.13
Off-peak demand charge – Winter	\$0.00
Rate per kWh – All seasons	\$0.0379 per kWh

### Irrigation Service Rates

Customer charge	\$43.36
On-peak HP charge	\$92.14
Off-peak HP charge	\$31.44
Rate per kWh	\$0.0813 per kWh

The rates above are for the Irrigation Season from June 1 through September 30. During the Off-season, the energy charge for all kWh used is based on the General Service G rate. There is a minimum seasonal charge that is the greater of: the HP charge or \$120. The billing HP is the nameplate rating of the motors connected to this service classification.

## Lighting Service Rates

City Street Lighting (SL), per month	
Customer charge	\$7.05
Rate per kWh – Summer	\$0.0565 per kWh
Rate per kWh – Winter	\$0.0603 per kWh

Rental Lighting (PL)	
Customer charge	\$7.05
PL1 – 175 watt mercury vapor light	\$8.16 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.37 per fixture
PL3 – 400 watt mercury vapor light	\$14.05 per fixture
PL4 – 400 watt sodium vapor light	\$14.05 per fixture
PL7 – 1,000 watt mercury vapor light	\$21.17 per fixture

Rental Lighting (ML)	
Customer charge	\$7.05
ML1 – 175 watt mercury vapor light	\$4.39 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.16 per fixture
ML3 – 400 watt mercury vapor light	\$5.44 per fixture
ML4 – 400 watt sodium vapor light	\$5.12 per fixture
ML7 – 1,000 watt mercury vapor light	\$6.81 per fixture

## Cogeneration Rates

Owners of small power and energy production facilities must enter into a small power and cogeneration agreement with the City.

Cogeneration CG1	
Customer charge – 240 volts or less	
Single phase meter	\$13.00 per meter
Three phase meter	\$29.00 per meter
Customer charge – Over 240 volts	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

Cogeneration CG2	
Customer charge – All voltages	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

The rate per kWh for energy purchased by the City will have a fuel and energy adjustment applied to the electric rate classification for retail power and energy sales to the producer, based on the pooled energy adjustment assessed by the City's power supplier.

**Production Cost Adjustment**

The base production cost presently in effect is \$0.07524 per kWh, including purchased power costs and transmission service.

**Fees and Charges**

Service Deposits	
Residential Services	
R and RL, except mobile homes	\$100.00
R and RL, mobile homes	\$250.00
RH and RHL, single-dwelling units	\$250.00
RH and RHL, multiple-dwelling units	\$150.00
General Services	
All general services	80% of the total amount of two months bills, with a minimum of \$50.00
Large Power Services	As set by contract with the City

The service deposits listed above shall apply to all new applications for electric service. The deposits do not apply to existing accounts or transfers of service within the service area of the City unless the customer's rate classification changes.

Any service deposit collected according to this schedule from RH and RHL applicants may be reduced by thirty percent (30%) when a customer has maintained on-time payments for twelve consecutive months.

Connection Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day