

Public Works Committee Meeting
Tuesday, May 7, 2024 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. Consider the Isis Theatre Contract Amendment for Phase 1

3.B. Consider Change Request #003

3.C. Consider Change Request #004

3.D. Consider COR#005 Add Electrical Sub Panel at Stage for the Crete Isis Theatre.

3.E. Consider COR#06 Add Spray Foam to Ceiling from Kingery Construction Co. for the Crete Isis Theatre.

3.F. Consider CO 006 from Kingery Construction Co. for the Crete Isis Theatre.

3.G. Consider CO #07 from Kingery Construction Co. in the amount of \$3,969.00 for the Crete Isis Theatre.

3.H. Consider COR 016 Credit on Logo

3.I. Consider the apparent high bid from Jay Presten at \$441,000.00 for the city farm.

3.J. Consider the Crete PV System Impact Study Agreement between the City of Crete, Nebraska and JEO Consulting Group, Inc.

3.K. Consider Resolution 2024-06 Authorizing the vacation of the alley north of east 24th St. Block 29

3.L. Consider Ordinance 2200 Adding penalty ordinance to Chapter 6 Nuisances

3.M. Consider Ordinance 2201 Amending vacation ordinance 2188

3.N. Consider relinquishing grant funds from the Crete Municipal Airport back to the state.

3.O. Consider Dairyland's Insurance settlement offer for light pole and fixture.

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.

Contract Amendment

This Contract Amendment (the "Amendment") is made between the City of Crete Nebraska and Kingery Construction Co. on this 9 day of Sept. 2022. This Amendment is to the contract entitled ISIS Movie Theatre Renovation originally executed on the 13 day of August 2021.

The contract is amended as follows:

Adjust the contract amount to include the cost for Phase 1 of the Theatre renovation per the plans by TACK Architects dated 09/09/2022. The amount for the Phase 1 cost is \$687,592. A copy of the project estimate is attached and made part of this amendment as Exhibit A.

The below-listed changes are the only changes to the original above-referenced contract. The original contract is attached as **Exhibit B**. The remainder of the original contract shall remain in full force and effect.

Should there be any conflict between this Amendment and the Contract or any previous Amendment, the terms of this Amendment shall prevail. This Contract Amendment shall become effective upon the signatures of both Parties.

Other:

Dated: 09/09/2022

Dated: 09/09/2022



Signature - Contractor

Signature - Owner

Rick Wintermute, Vice President
Printed Name and Title

Printed Name and Title

**ISIS Theatre
Crete, NE
Renovation - Phase 1 Budget - Revised**

| | |
|------------------|--------------|
| Project name | ISIS Theatre |
| Labor rate table | Kingery |



| Description | Takeoff Quantity | Labor Amount | Material Amount | Sub Amount | Total Amount | Notes |
|--|--------------------|--------------|-----------------|------------|--------------|-----------------------------|
| GENERAL CONDITIONS | | | | | | |
| SUPERVISION | | | | | | |
| Supervision | 10.00 WK | 18,619 | - | - | 18,619 | |
| PROJECT MANAGEMENT | | | | | | |
| Project Management | 14.00 WK | - | - | 5,600 | 5,600 | |
| GENERAL CONDITIONS | | | | | | |
| Project Size - Total Square Feet | 1,000.00 SF | - | - | - | 0 | |
| Layout | 1.00 LS | 710 | 80 | - | 791 | |
| Clean Up | 1.00 LS | 2,841 | 268 | - | 3,109 | |
| Professional Clean-up | 1,000.00 SF | - | 429 | - | 429 | |
| Set Up Office & Sheds | 1.00 LS | - | - | 2,000 | 2,000 | |
| Office Supplies | 2.50 MO | - | 201 | - | 201 | |
| Project Software - Field | 2.50 MO | - | 268 | - | 268 | |
| Move Equipment In & Out | 1.00 LS | 710 | - | - | 710 | |
| Temporary Toilets(\$100=1 dump/wk) | 3.00 MO | - | 483 | - | 483 | |
| Temporary Power Usage | - MO | - | - | - | 0 | by Owner |
| Temporary Lighting | - MO | - | - | - | 0 | by electrical |
| Temporary Water Usage | - MO | - | - | - | 0 | by Owner |
| Temporary Internet Service - Air Card | 2.50 MO | - | 241 | - | 241 | |
| Cell Phone | 3.00 MO | - | 579 | - | 579 | |
| Site Project Sign | 1.00 LS | - | 536 | - | 536 | |
| Safety | 1.00 LS | - | 215 | - | 215 | |
| Hard Hat Decal | 1.00 LS | - | 241 | - | 241 | |
| Dumpster Fees | 3.00 EA | - | 1,287 | - | 1,287 | |
| Plan Printing Cost | 1.00 LS | - | 268 | - | 268 | |
| Copies | 2.00 MO | - | 161 | - | 161 | |
| Postage Costs | 1.00 LS | - | 54 | - | 54 | |
| Testing and Inspection | - LS | - | - | - | 0 | |
| Punch List | 1.00 LS | 710 | 215 | - | 925 | |
| SITework | | | | | | |
| DEMOLITION | | | | | | |
| Demolition - Subcontract | 1.00 LS | - | - | - | 0 | Previously completed |
| Media Blast Existing Wood Trusses | - LS | - | - | - | 0 | Phase 2 |
| Misc. Remaining Demo | 1.00 LS | 710 | 75 | - | 785 | |
| CONCRETE | | | | | | |
| CONCRETE | | | | | | |
| Interior Flatwork Subcontractor | 1.00 LS | - | - | 17,388 | 17,388 | Ott |
| Grout Column Bases - Labor | 6.00 EA | 273 | - | - | 273 | |
| Grout Column Bases - Material | 1.00 CF | - | 30 | - | 30 | |
| POLISHED CONCRETE | | | | | | |
| Polished Concrete Subcontractor | 1.00 LS | - | - | 6,385 | 6,385 | ST. & Sm. |
| MASONRY | | | | | | |
| MASONRY | | | | | | |
| 4" CMU at Louver Infill | 90.00 EA | 383 | 270 | - | 653 | |
| METALS | | | | | | |
| STRUCTURAL STEEL | | | | | | |
| Structural Steel Contract | 1.00 LS | - | 21,500 | - | 21,500 | 4G |
| Structural Steel Erection-Subcontract | 1.00 LS | - | - | 19,200 | 19,200 | Atlas |
| MISCELLANEOUS STEEL | | | | | | |
| Ships Ladder | 1.00 EA | 710 | - | - | 710 | w/ steel |
| ORNAMENTAL METALS | | | | | | |
| ISIS Logo - Allowance for Material | 1.00 LS | 426 | 10,000 | - | 10,426 | plug |
| CARPENTRY | | | | | | |
| ROUGH CARPENTRY | | | | | | |
| Rough Hardware | 1.00 LS | - | 1,000 | - | 1,000 | |

| Description | Takeoff Quantity | Labor Amount | Material Amount | Sub Amount | Total Amount | Notes |
|---|--------------------|--------------|-----------------|------------|--------------|------------|
| ROUGH CARPENTRY | | | | | | |
| Truss Bridging - 3- 2x10's x 12' | 1,450.00 BF | - | - | - | 0 | phase 2 |
| Hanger Brackets for 2x10 Bridging | 42.00 EA | - | - | - | 0 | phase 2 |
| Truss Bridging - Phase 1 | 1.00 LS | 1,420 | 1,000 | - | 2,420 | plug |
| Blocking at Misc. Items - 2x6 | 750.00 BF | 1,065 | 900 | - | 1,965 | |
| 3/4" Plywood | 1.00 Sht | 45 | 50 | - | 95 | |
| 1/2" Plywood at Lobby Walls | 8.00 Sht | 273 | 320 | - | 593 | |
| MILLWORK | | | | | | |
| Unload & Distribute Casework | 1.00 HR | 45 | - | - | 45 | |
| Finish Carpentry - Sub | 1.00 LS | - | - | 4,509 | 4,509 | Schooner |
| Cabinets - Mat'l | 1.00 LS | - | 3,414 | - | 3,414 | C&H |
| SOLID POLYMER FABRICATNS | | | | | | |
| Solid Surface Countertops | 1.00 LS | - | - | 8,840 | 8,840 | Custom |
| THERM & MOIST PROTECTION | | | | | | |
| CAULKING | | | | | | |
| Caulking Subcontract | 1.00 LS | 710 | 250 | - | 960 | |
| DOORS AND WINDOWS | | | | | | |
| METAL DOORS & FRAMES | | | | | | |
| Hollow Metal / Hardware - Mat'l | 1.00 LS | - | 4,300 | - | 4,300 | TCH |
| Hollow Metal Doors | 5.00 EA | - | - | - | 0 | |
| Locate Hollow Metal Frames for Drywall | 5.00 EA | 121 | - | - | 121 | |
| ALUMINUM ENTRANCES | | | | | | |
| Aluminum Entrance Subcontract | - LS | - | - | - | 0 | by Owner |
| FINISHES | | | | | | |
| GYPSUM BOARD | | | | | | |
| Gypsum Board Subcontract | 1.00 LS | - | - | 126,395 | 126,395 | J&H |
| TILE | | | | | | |
| Tile Subcontract | 1.00 LS | - | - | 9,120 | 9,120 | MW Floors |
| ACOUSTICAL CEILINGS | | | | | | |
| Acoustical Ceilings Subcontract | 1.00 LS | - | - | - | 0 | w/ tectum |
| SOUND-ABSORPTIVE PANELS | | | | | | |
| Tectum Panels | 1.00 LS | - | - | - | 0 | w/ drywall |
| PAINTING | | | | | | |
| Painting Subcontract | 1.00 LS | - | - | 5,100 | 5,100 | Cornhusker |
| SPECIALTIES | | | | | | |
| TOILET PARTITIONS | | | | | | |
| Toilet Partitions - Mat'l | 1.00 LS | - | 2,544 | - | 2,544 | EPCO |
| Partitions | 4.00 EA | - | - | - | 0 | |
| Urinal Screen | 1.00 EA | - | - | - | 0 | |
| FIRE PROTECT. SPECIALTIES | | | | | | |
| Fire Extinguishers & Cabinets - Mat'l | 1.00 LS | - | 434 | - | 434 | EPCO |
| Fire Extinguishers & Cab's | 2.00 EA | - | - | - | 0 | |
| TOILET & BATH ACCESSORIES | | | | | | |
| Toilet & Bath Accessories - Mat'l | 1.00 LS | - | 4,377 | - | 4,377 | EPCO |
| Semi-recessed Paper Towel Dispenser/Waste Unit | 2.00 EA | - | - | - | 0 | |
| Mirrors | 3.00 EA | - | - | - | 0 | by Owner |
| Soap Dispenser | 2.00 EA | - | - | - | 0 | |
| Paper Holders | 4.00 EA | - | - | - | 0 | |
| Napkin Disposals | 3.00 EA | - | - | - | 0 | |
| Grab Bars | 6.00 EA | - | - | - | 0 | |
| Baby Changing Station | 2.00 EA | - | - | - | 0 | |
| MECHANICAL | | | | | | |
| FIRE PROTECTION | | | | | | |
| Fire Sprinkler - Rough-in and Heads Only at Lobby | 1.00 LS | - | - | 10,760 | 10,760 | NIFCO |
| PLUMBING | | | | | | |

| Description | Takeoff Quantity | Labor Amount | Material Amount | Sub Amount | Total Amount | Notes |
|--|------------------|--------------|-----------------|------------|--------------|----------------|
| PLUMBING | | | | | | |
| Plumbing Subcontract | 1.00 LS | - | - | 68,000 | 68,000 | plug |
| SITE UTILITIES | | | | | | |
| Fire Service - Tie-In to Exist. on Norman | - LS | - | - | - | 0 | Phase 2 |
| HVAC SYSTEMS | | | | | | |
| HVAC Systems Subcontract | 1.00 LS | - | - | 103,500 | 103,500 | Hawks |
| ELECTRICAL | | | | | | |
| ELECTRICAL COMPLETE | | | | | | |
| Electrical Complete Subcontract | 1.00 LS | - | - | 150,990 | 150,990 | Sentry |

Estimate Totals

| Description | Amount | Totals | Rate |
|------------------------------|----------------|----------------|----------------|
| Labor | 29,773 | | |
| Material | 55,990 | | |
| Subcontract | 537,787 | | |
| Equipment | | | |
| Other | | | |
| | <u>623,550</u> | 623,550 | |
| Builders Risk Insur - 2 mo. | 309 | | 0.045 \$ / 100 |
| Building Permit Fee | 2,300 | | |
| Building Permit Fire Marshal | 500 | | |
| Contingency | <u>4,500</u> | | |
| | 7,609 | 631,159 | |
| Fuel for Equipment | 1,500 | | |
| Equipment Rent | <u>4,000</u> | | |
| | 5,500 | 636,659 | |
| Profit | <u>50,933</u> | | 8.000 % |
| | 50,933 | 687,592 | |
| Bond - Not Included | | | |
| Total | | 687,592 | |

Exhibit B

AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 13 day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Crete Nebraska
243 E 13th Street, PO Box 86
Crete, NE 68333
Telephone Number: 402-826-4312
and the Contractor:

(Name, legal status, address and other information)

Kingery Construction Co.
201 N. 46th Street
Lincoln, NE 68503

for the following Project:
(Name, location and detailed description)

Isis Movie Theatre Renovation
Located in Crete, Nebraska, the Isis Movie Theatre is a 5,500 sf movie theater receiving a full interior renovation.

The Architect:
(Name, legal status, address and other information)

TACKarchitects, Inc. Subchapter S Corporations
2922 North 61st Street, Suite 1
Omaha, NE 68104
Telephone Number: 402-505-9778
The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

AIA Document A104[™] – 2017 (formerly A107[™] – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:42:14 ET on 08/12/2021 under Order No.7506438216 which expires on 12/10/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1748529513)

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

Init.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:42:14 ET on 08/12/2021 under Order No.7506438216 which expires on 12/10/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1748529513)

- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: To be established at time of GMP amendment

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A | N/A |

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be N/A (\$ N/A), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.2.2 Unit prices, if any:

Init.

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

| Item | Price |
|------|-------|
| N/A | |

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

8% of the cost of the work.

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.

Item
N/A

Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

none

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than 20 (twenty) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

5% (five percent)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

12 % Twelve percent

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Init.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|--------------------------------|-------|------|-------|
| to be established by amendment | | | |

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

To be enumerated by amendment

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

To be enumerated by amendment

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 6.1.6 The Addenda, if any:

To be enumerated by amendment

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

Init.

AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:42:14 ET on 08/12/2021 under Order No.7506438216 which expires on 12/10/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1748529513)

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services

made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the

Init.

Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract

Init.

Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

Init.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and

Init.

Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

Init.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

Init.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

Init.

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and

Init.

Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$ 1,000,000) each occurrence, two million (\$ 2,000,000) general aggregate, and two million (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

Init.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

| Coverage | Limits |
|----------|--------|
| N/A | |

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by

others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

| Coverage | Limits |
|----------|--------|
| N/A | |

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

Init.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Tom Ourada, City Administrator
City of Crete Nebraska
243 E 13th Street, PO Box 86
Crete, NE 68333
Phone: 402-826-4312

Shaylene M. Smith, President
Blue River Arts Council
139 W 13th Street
Crete, NE 68333
Phone: 402-826-5136

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Mark Riley, Sr. Project Manager
201 N. 46th Street
Lincoln, NE 68503
402-465-4400 office
402-416-6350 cell
markr@kccobuilders.com

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

Init.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

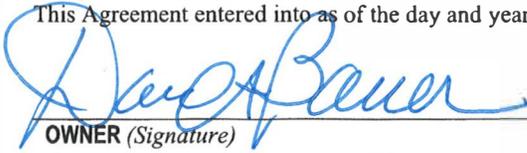
§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

David Bauer, Mayor
(Printed name and title)


CONTRACTOR (Signature)

Rick L. Wintermute Vice President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:42:14 ET on 08/12/2021.

PAGE 1

AGREEMENT made as of the 13 day of August in the year 2021

...

City of Crete Nebraska
243 E 13th Street, PO Box 86
Crete, NE 68333
Telephone Number: 402-826-4312

...

Kingery Construction Co.
201 N. 46th Street
Lincoln, NE 68503

...

Isis Movie Theatre Renovation
Located in Crete, Nebraska, the Isis Movie Theatre is a 5,500 sf movie theater receiving a full interior renovation.

...

TACKarchitects, Inc. Subchapter S Corporations
2922 North 61st Street, Suite 1
Omaha, NE 68104
Telephone Number: 402-505-9778

PAGE 3

A date set forth in a notice to proceed issued by the Owner.

...

By the following date: To be established at time of GMP amendment

...

N/A

N/A

...

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

...

§ 3.2 The Stipulated Sum shall be N/A (\$ N/A), subject to additions and deductions as provided in the Contract Documents.

...

N/A
PAGE 4

N/A

...

N/A

...

8% of the cost of the work.

...

N/A

...

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

N/A

...

N/A
PAGE 5

N/A

...

N/A

...

none

...

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than 20 (twenty) days after the Architect receives the Application for Payment.

...

5% (five percent)

...

12 % Twelve percent

PAGE 6

[X] Arbitration pursuant to Section 21.6 of this Agreement

...

N/A

...

to be established by
amendment

...

To be enumerated by amendment

PAGE 7

To be enumerated by amendment

...

To be enumerated by amendment

...

[X] Exhibit A, Determination of the Cost of the Work.

PAGE 19

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$ 1,000,000) each occurrence, two million (\$ 2,000,000) general aggregate, and two million (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 17.1.6 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

PAGE 20

N/A
PAGE 22

N/A
PAGE 23

Tom Ourada, City Administrator
City of Crete Nebraska
243 E 13th Street, PO Box 86
Crete, NE 68333
Phone: 402-826-4312

Shaylene M. Smith, President
Blue River Arts Council
139 W 13th Street
Crete, NE 68333
Phone: 402-826-5136

...

Mark Riley, Sr. Project Manager
201 N. 46th Street
Lincoln, NE 68503
402-465-4400 office
402-416-6350 cell
markr@kccobuilders.com
PAGE 26

Rick L. Wintermute Vice President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, J. Christopher Houston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:42:14 ET on 08/12/2021 under Order No. 7506438216 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



July 22, 2021

Exhibit A

BUILDING DATA

- First Floor: 4,525 gsf
- Projector Booth: 575 gsf
- **Total Building: 5,100 gsf**

BUDGET ANALYSIS

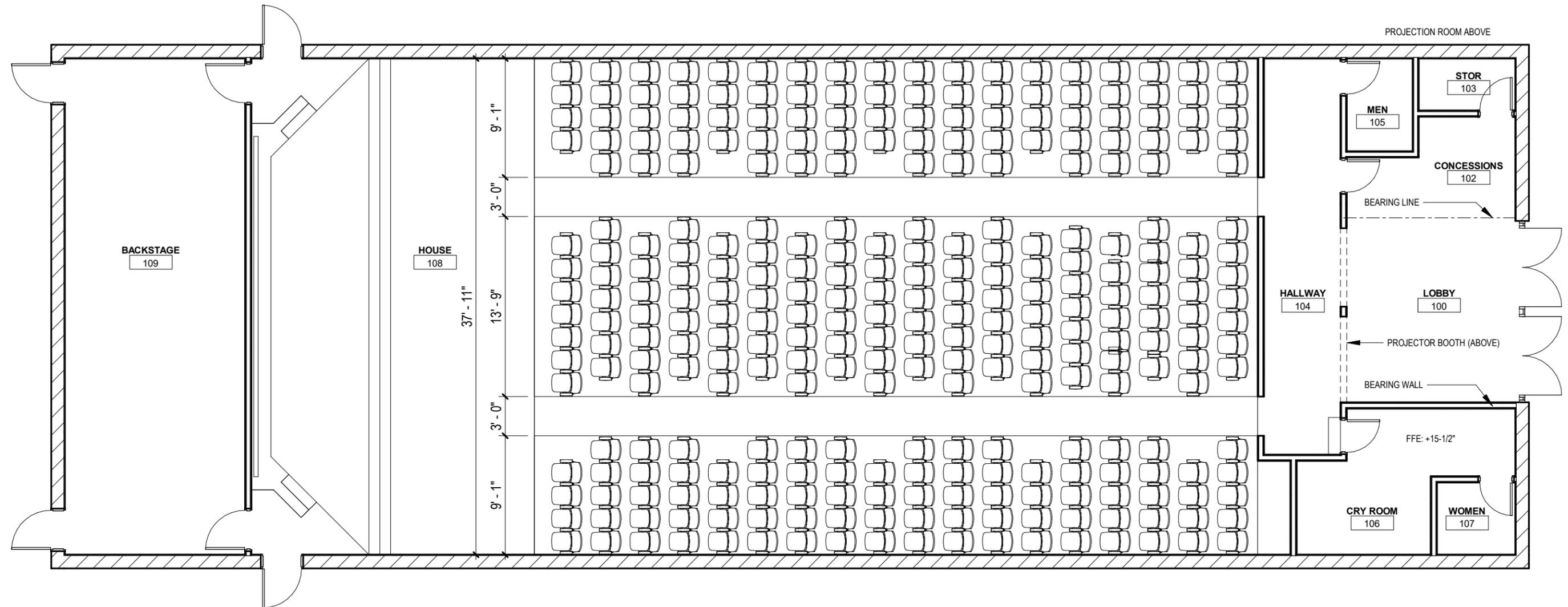
- The budget has been updated to reflect rising construction costs.
- Budget analysis numbers are based on existing building photos, site visits, and drawings dated 12-24-2019.
- The below number accounts for full interior building renovation & minimal exterior repairs
 - **(\$115 / sf) x (5,100 gsf) = \$586,500 (building construction costs)** which includes the following:
 - Lobby improvements
 - Restroom upgrades (including additional fixtures)
 - Projector Booth
 - Concessions / Ticketing
 - ADA platform
 - House acoustical treatments (walls & ceiling)
 - Flooring
 - New egress stairway
 - Light structural upgrades (as needed)
 - Plumbing & HVAC upgrades
 - This number excludes the following:
 - Purchasing new theater equipment
 - New House Seating
 - New Marquee
 - Fire Sprinkler
- **Construction Budget** **\$586,500.00**
- Kingery Construction Fees \$46,920.00 (8% of Total Const. Budget)
- **Total Construction Budget** **\$633,420.00**



Exhibit A

CLARIFICATIONS

- The plans and specifications attached hereto are preliminary drafts. Parties acknowledge and agree that this is a design - build contract dependent upon the work of the Architect, TACKarchitects, who require that preliminary site demolition occurs prior to completion of final plans and specifications. Therefore, the parties agree that the Contractor will commence interior demolition upon the signing of this Agreement as needed for the Architect, but that the Contractor's billings for this demolition phase will not exceed \$285,039, or 45% of this Agreement. The parties further agree that the balance of the performance of this Agreement will be incurred during rebuilding and that the Contractor will not commence rebuilding until the final plans and specifications are agreed upon by the parties. The parties acknowledge that there will be a delay between the onset of demolition and the onset of rebuilding as a result of the nature of the design - build process.



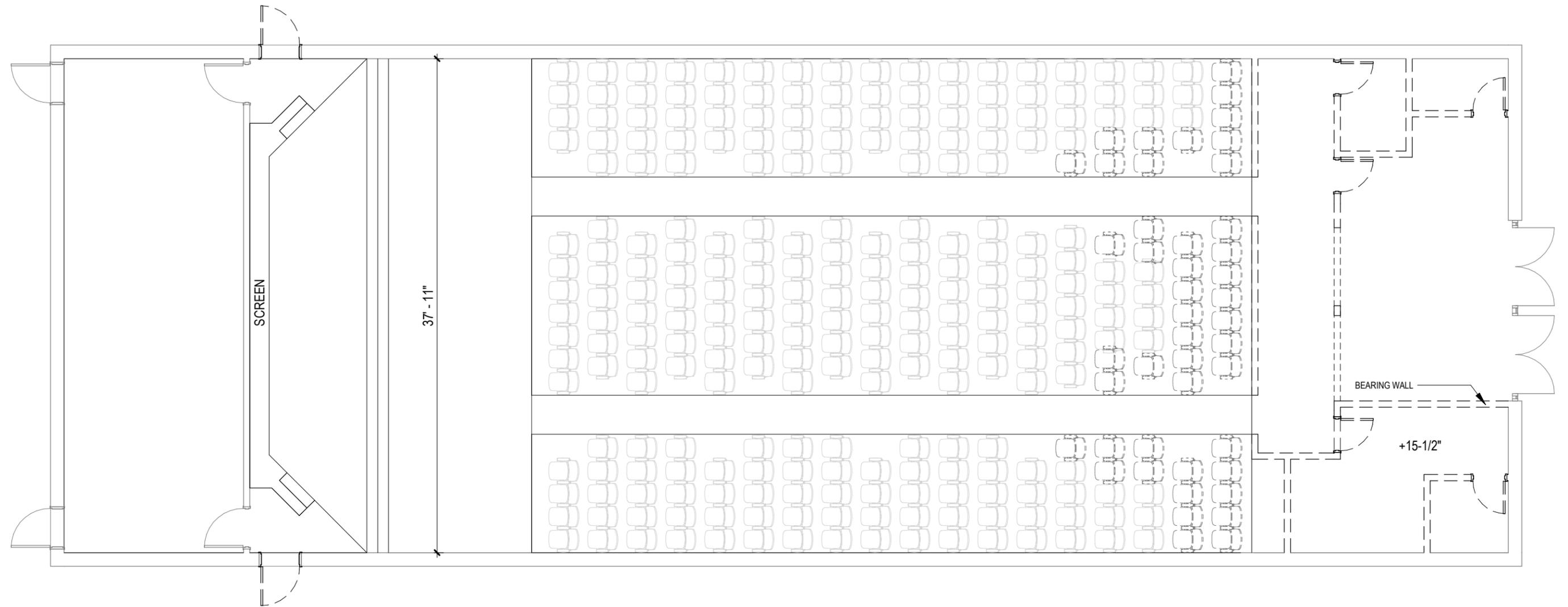
1 EXISTING FIRST FLOOR PLAN
 S1.00 1/8" = 1'-0"

Isis Movie Theater Renovation

Project Number: 2019.044.00

Project Status: Master Plan

Date: 2019_12-24



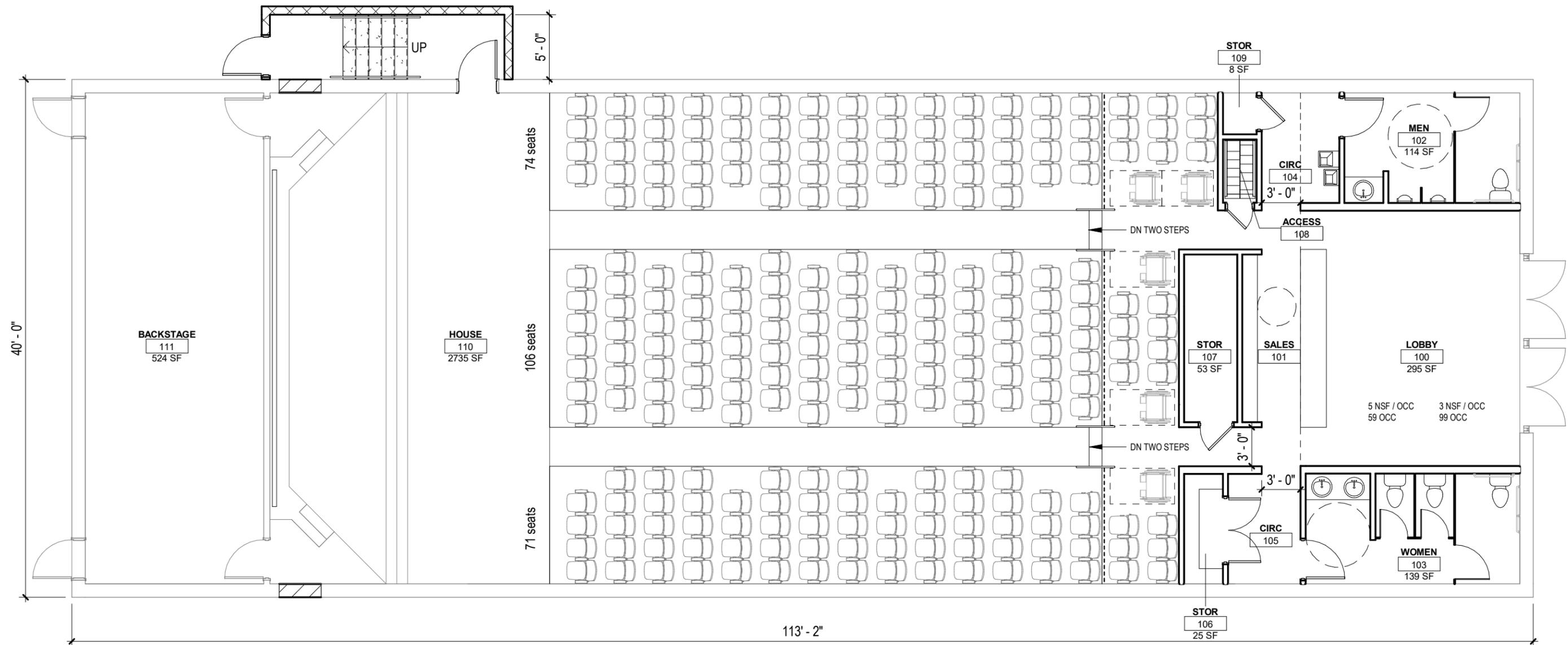
1 FIRST FLOOR DEMOLITION PLAN
S1.01 1/8" = 1'-0"

Isis Movie Theater Renovation

Project Number: 2019.044.00

Project Status: Master Plan

Date: 2019_12-24

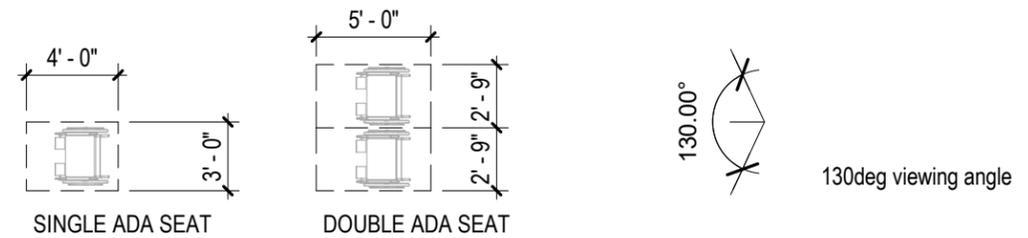


FIRST FLOOR: 4,527 GSF
 PROJ. ROOM: 578 GSF
 TOTAL: 5,105 GSF

| PLUMBING FIXTURE COUNTS | | | |
|-------------------------|--------------|---------------|-------|
| OCCS | WC | LAV | EWC |
| 142 MALE | 1/125 = 2 WC | 1/200 = 1 LAV | 1/500 |
| 142 FEMALE | 1/65 = 3 WC | 1/200 = 1 LAV | |

251 SEATS + 5 ADA = 256 TOTAL
 150-300 total seats require 5 accessible seats

*TOTAL OCC LOAD: 299 OCC
 *must remain below 300 occ if not fire sprinklered



1 FIRST FLOOR PLAN
 S1.02 1/8" = 1'-0"

Isis Movie Theater Renovation

Project Number: 2019.044.00
 Project Status: Master Plan
 Date: 2019_12-24



PCO #003

Kingery Construction Co.
 201 N 46th St
 Lincoln, Nebraska 68503
 Phone: +14024654400

Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2
 139 W. 13th
 Crete, Nebraska 68333

Prime Contract Potential Change Order #003: CE #012 - Add Bond

| | | | |
|-------------------------------|---------------------|---|---|
| TO: | | FROM: | |
| PCO NUMBER/REVISION: | 003 / 0 | CONTRACT: | 11-23-6785 - CRETE ISIS THEATRE PHASE 2 |
| REQUEST RECEIVED FROM: | | CREATED BY: | Mark Riley (Kingery Construction Co.) |
| STATUS: | Pending - In Review | CREATED DATE: | 4/5/2024 |
| REFERENCE: | | PRIME CONTRACT CHANGE ORDER: | None |
| FIELD CHANGE: | No | | |
| LOCATION: | | ACCOUNTING METHOD: | Amount Based |
| SCHEDULE IMPACT: | 0 days | PAID IN FULL: | No |
| EXECUTED: | No | SIGNED CHANGE ORDER RECEIVED DATE: | |
| | | TOTAL AMOUNT: | \$5,463.00 |

POTENTIAL CHANGE ORDER TITLE: CE #012 - Add Bond

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #012 - Add Bond
 Cost to supply the Payment and Performance Bonds

ATTACHMENTS:

[Bond Invoice.pdf](#)

| # | Budget Code | Description | Amount |
|---|-------------------------------------|-------------|-------------------|
| 1 | 01-5015.V PERFORMANCE BOND.OVERHEAD | Bond | \$5,058.00 |
| Subtotal: | | | \$5,058.00 |
| Fee (≈ 8.01% Applies to all line item types.): | | | \$405.00 |
| Grand Total: | | | \$5,463.00 |



Architect Signature **DATE**

Owner Signature **DATE**

Gene Lilly Surety Bonds Inc.

735 S. 56th Street
Lincoln, NE 68510
Phone: 402-475-7700
www.glsbinc.com

Invoice

| Date | Invoice # |
|-----------|-----------|
| 3/29/2024 | 75024 |

| |
|---|
| BILL TO: |
| KINGERY CONSTRUCTION 201 N. 46TH STREET LINCOLN, NE 68503 |

| | |
|-----------------|-----------|
| Due Date | 5/13/2024 |
|-----------------|-----------|

OWNER/OBLIGEE:

CITY OF CRETE
BOND: 107932447

| Description | Amount |
|---|----------|
| ISIS MOVIE THEATER RENOVATION - PHASE 2 (INCLUDES CHANGE ORDERS 1 & 2) | 5,058.00 |

RECEIVED
MAR 29 2024



| | |
|--------------|-------------------|
| Total | \$5,058.00 |
|--------------|-------------------|

Thank you for your business!

Kingery Construction Co.
 201 N 46th St
 Lincoln, Nebraska 68503
 Phone: +14024654400

Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2
 139 W. 13th
 Crete, Nebraska 68333

Prime Contract Potential Change Order #004: CE #013 - Add Sound Panels to North Wall of House

| | | | |
|-------------------------------|---------------------|---|---|
| TO: | | FROM: | |
| PCO NUMBER/REVISION: | 004 / 0 | CONTRACT: | 11-23-6785 - CRETE ISIS THEATRE PHASE 2 |
| REQUEST RECEIVED FROM: | | CREATED BY: | Mark Riley (Kingery Construction Co.) |
| STATUS: | Pending - In Review | CREATED DATE: | 4/5/2024 |
| REFERENCE: | | PRIME CONTRACT CHANGE ORDER: | None |
| FIELD CHANGE: | No | | |
| LOCATION: | | ACCOUNTING METHOD: | Amount Based |
| SCHEDULE IMPACT: | | PAID IN FULL: | No |
| EXECUTED: | No | SIGNED CHANGE ORDER RECEIVED DATE: | |
| | | TOTAL AMOUNT: | \$6,725.00 |

POTENTIAL CHANGE ORDER TITLE: CE #013 - Add Sound Panels to North Wall of House

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #013 - Add Sound Panels to North Wall of House
 Add sound panels to the north wall of the house area. This was not included in Phase 1 or Phase 2 costs.

ATTACHMENTS:

[Premier DW Sound Panel Add.pdf](#)

| # | Budget Code | Description | Amount |
|--|--|----------------------------------|-------------------|
| 1 | 09-2900.S DRYWALL.SUBCONTRACTORS (blue contract) | Sound Panels at North House wall | \$6,054.00 |
| 2 | 01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT | Project Manager | \$110.00 |
| 3 | 01-5015.V PERFORMANCE BOND.OVERHEAD | Bond | \$63.00 |
| Subtotal: | | | \$6,227.00 |
| Fee (8.00% Applies to all line item types.): | | | \$498.00 |
| Grand Total: | | | \$6,725.00 |

 4/18/2024
 Architect Signature DATE

 Owner Signature DATE

Kingery Construction Co.
 201 N 46th St
 Lincoln, Nebraska 68503
 Phone: +14024654400

Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2
 139 W. 13th
 Crete, Nebraska 68333

Prime Contract Potential Change Order #005: CE #015 - Add Electrical Sub Panel for Future Stage Lighting

| | | | |
|-------------------------------|---------------------|---|---|
| TO: | | FROM: | |
| PCO NUMBER/REVISION: | 005 / 0 | CONTRACT: | 11-23-6785 - CRETE ISIS THEATRE PHASE 2 |
| REQUEST RECEIVED FROM: | | CREATED BY: | Mark Riley (Kingery Construction Co.) |
| STATUS: | Pending - In Review | CREATED DATE: | 4/23/2024 |
| REFERENCE: | | PRIME CONTRACT CHANGE ORDER: | None |
| FIELD CHANGE: | No | | |
| LOCATION: | | ACCOUNTING METHOD: | Amount Based |
| SCHEDULE IMPACT: | | PAID IN FULL: | No |
| EXECUTED: | No | SIGNED CHANGE ORDER RECEIVED DATE: | |
| | | TOTAL AMOUNT: | \$1,718.00 |

POTENTIAL CHANGE ORDER TITLE: CE #015 - Add Electrical Sub Panel for Future Stage Lighting

CHANGE REASON: No Change Reason

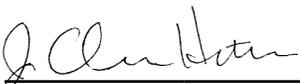
POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #015 - Add Electrical Sub Panel for Future Stage Lighting
 Add a 24-space single phase 100A 240/120 sub panel for future stage lighting per design by Branch Pattern.

ATTACHMENTS:

[Stage Lighting Sub Panel- Sentry.pdf](#)

| # | Budget Code | Description | Amount |
|---|---|------------------------|-------------------|
| 1 | 26-0001.S ELECTRICAL.SUBCONTRACTORS (blue contract) | Add Sub Panel at Stage | \$1,395.00 |
| 2 | 01-1005.L PROJECT SUPERINTENDENT.LABOR | | \$85.00 |
| 3 | 01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT | | \$110.00 |
| Subtotal: | | | \$1,590.00 |
| Fee (≈ 8.05% Applies to all line item types.): | | | \$128.00 |
| Grand Total: | | | \$1,718.00 |

 4/23/2024

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE

SENTRY ELECTRIC, INC.

LINCOLN, NE

(402)467-5550

CHANGE NOTICE

Sentry Electric Inc

3400 Gladstone St
Lincoln, NE 68504
Telephone: (402) 467-5550
Fax: (402) 467-5548

Client Address:

Kingery Construction

Contact: Mark Riley
201 N 46th St.
Lincoln, NE 68503

CCN# 7
Date: 3/29/2024
Project Name: Isis Theatre
Project Number: Isis Theatre
Page Number: 1

Site Address:

Isis Theatre
139 W 13th St
Crete, NE 68333

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

Sentry Electric will provide a 24-space single phase 100A 240/1204 sub panel for the stage lighting. It will be located next to the MDP and fed from MDP. The new panel will be provided with 12, 20A 1-pole breakers.

Summary

MATERIAL

| | |
|-----------|--------|
| Materials | 469.87 |
|-----------|--------|

Total Material

569.18

LABOR

| | | |
|------------|----------------------|--------|
| JOURNEYMAN | (7.19 Hrs @ \$72.00) | 517.68 |
|------------|----------------------|--------|

| | | |
|-------------------------|----------------------|-------|
| PROJECT MANAGER @ 12.5% | (0.90 Hrs @ \$73.00) | 65.70 |
|-------------------------|----------------------|-------|

Subtotal

1,152.56

| | | |
|----------|--------------|--------|
| Overhead | (@ 10.000 %) | 115.26 |
|----------|--------------|--------|

| | | |
|--------|--------------|--------|
| Markup | (@ 10.000 %) | 126.78 |
|--------|--------------|--------|

Subtotal

1,394.60

Final Amount

\$1,394.60

CLIENT ACCEPTANCE

ORIGINAL



PCO #006

Kingery Construction Co.
201 N 46th St
Lincoln, Nebraska 68503
Phone: +14024654400

Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2
139 W. 13th
Crete, Nebraska 68333

Prime Contract Potential Change Order #006: CE #016 - Spray Foam onCeiling

| | | | |
|-------------------------------|---------------------|---|---|
| TO: | | FROM: | |
| PCO NUMBER/REVISION: | 006 / 0 | CONTRACT: | 11-23-6785 - CRETE ISIS THEATRE PHASE 2 |
| REQUEST RECEIVED FROM: | | CREATED BY: | Mark Riley (Kingery Construction Co.) |
| STATUS: | Pending - In Review | CREATED DATE: | 4/25/2024 |
| REFERENCE: | | PRIME CONTRACT CHANGE ORDER: | #006 - CE #016 - Spray Foam onCeiling |
| FIELD CHANGE: | No | | |
| LOCATION: | | ACCOUNTING METHOD: | Amount Based |
| SCHEDULE IMPACT: | 5 days | PAID IN FULL: | No |
| EXECUTED: | No | SIGNED CHANGE ORDER RECEIVED DATE: | |
| | | TOTAL AMOUNT: | \$34,264.00 |

POTENTIAL CHANGE ORDER TITLE: CE #016 - Spray Foam onCeiling

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #016 - Spray Foam onCeiling
Add 3" of spray foam to the underside of the roof deck over the House and Stage areas.

ATTACHMENTS:

[ISIS THEATER SPRAY FOAM 2024 PRICING.pdf](#)

| # | Budget Code | Description | Amount |
|--|---|---------------------------------|--------------------|
| 1 | 07-2129.S SPRAYED INSULATION.SUBCONTRACTORS (blue contract) | Add Spray Insulation at Ceiling | \$31,361.00 |
| 2 | 01-1005.L PROJECT SUPERINTENDENT.LABOR | Supervision | \$255.00 |
| 3 | 01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT | Project Manager | \$110.00 |
| Subtotal: | | | \$31,726.00 |
| Fee (8.00% Applies to all line item types.): | | | \$2,538.00 |
| Grand Total: | | | \$34,264.00 |

 4/26/2024
SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



WORK AGREEMENT

License #:26946

Branch#: 681 | 221 Oakcreek Dr Ste 2 | Lincoln, NE 68528-1577 | (402) 438-2006

CUSTOMER/BUILDER
KINGERY CONSTRUCTION CO /
61573
201 N 46TH STREET
Lincoln, NE 68503-3712
(402) 465-4529

JOB SITE INFORMATION
ISIS THEATER
139 WEST 13TH STREET
CRETE, NE 68333

TRADE: INSULATION
QUOTE #: 82758815 / 2
ISSUE DATE: 04-25-2024
SALES PERSON: Brennan, L Robert

CLOSED CELL SPRAY FOAM 2" THICK

ALL ITEMS BELOW INCLUDE: FURNISH AND INSTALL, MULTIPLE MOBILIZATIONS (MAY BE UP TO 10 WORKING DAYS IF BACKSTAGE CEILING IS DONE AS WELL), LIFTS/SCAFFOLDING, INSTALL/ REMOVAL OF ALL PROTECTIVE POLY FOR WALLS, BEAMS AND FLOORS AS NEEDED, CLEAN UP OF OUR WORK ITEMS AND SALES TAX ON MATERIALS.

Table with 3 columns: Work Area, Item, Notes. Row 1: Ceiling Area Flat, R-14 WALLTITE MAX = 2 Nominal Inches CLOSED CELL FOAM, [Empty]

BASE TOTAL: \$26,137.00

OPTIONS - Initial the sections that you would like added and/or reduced from base total.

CLOSED CELL SPRAY FOAM 3" THICK

ADDER TO BASE PRICE TO GO WITH 3" R-21 CLOSED CELL SPRAY FOAM

Table with 3 columns: Work Area, Item, Notes. Row 1: Ceiling Area Flat, R-21 WALLTITE MAX = 3 Nominal Inches CLOSED CELL FOAM, [Empty]

Initial: _____ TOTAL for option: + \$1,788.00

CLOSED CELL SPRAY FOAM 3" THICK AT BACKSTAGE CEILING

| Work Area | Item | Notes |
|-------------------|---|-------|
| Ceiling Area Flat | R-21 WALLTITE MAX = 3 Nominal Inches CLOSED CELL FOAM | |

Initial: _____ TOTAL for option: **+ \$3,436.00**

Total: \$31,361.00

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit www.truteambillpay.com to manage your invoices and make payments online with TruTeam Bill Pay.

ACCEPTANCE: Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

PRICING: The prices stated in the Scope of Work above will remain firm for 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 60 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER:

By: _____

SIGNATURE

TITLE

Company Name: _____

CONTRACTOR:

By: _____

SIGNATURE

TITLE

Date: _____

THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Isis Movie Theatre Renovation
139 W 13th Street
Crete, NE 68333

CONTRACT INFORMATION:
Contract For: General Construction
Date: 08/13/2021

CHANGE ORDER INFORMATION:
Change Order Number: 006
Date: 12/11/2023

OWNER: *(Name and address)*
City of Crete, Nebraska

243 E 13th Street, PO Box 86
Crete, NE 68333
Telephone Number: 402.826.4312

ARCHITECT: *(Name and address)*
TACKarchitects, Inc. Subchapter S
Corporation
2922 N 61st Street
Omaha, NE 68104
Telephone Number: 402-505-9778

CONTRACTOR: *(Name and address)*
Kingery Construction Co.

201 N 64th Street
Lincoln, NE 68503
Telephone Number: 402.465.4400

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #013 - Add Structural Studs & Plywood Above Restrooms = \$3,988.00 (No Change to Schedule)

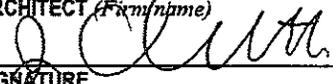
| | | |
|--|----|-------------------|
| The original Contract Sum was | \$ | <u>687,592.00</u> |
| The net change by previously authorized Change Orders | \$ | <u>128,584.00</u> |
| The Contract Sum prior to this Change Order was | \$ | <u>816,176.00</u> |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | <u>3,988.00</u> |
| The new Contract Sum including this Change Order will be | \$ | <u>820,164.00</u> |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TACKarchitects, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

J. Christopher Houston, Principal
PRINTED NAME AND TITLE

2/20/2024
DATE

Kingery Construction Co.
CONTRACTOR *(Firm name)*


SIGNATURE

MARY C. RILEY Sr. P.M.
PRINTED NAME AND TITLE

2/20/2024
DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

AIA Document G701[®] - 2017

Change Order

PROJECT: (Name and address)
 Isis Movie Theatre Renovation
 139 W 13th Street
 Crete, NE 68333

CONTRACT INFORMATION:
 Contract For: General Construction

CHANGE ORDER
 Change Order No:

Date: 08/13/2021

Date: 12/11/2023

OWNER: (Name and address)
 City of Crete, Nebraska
 243 E 13th Street, PO Box 86
 Crete, NE 68333
 Telephone Number: 402.826.4312

ARCHITECT: (Name and address)
 TACKarchitects, Inc. Subchapter S
 Corporations
 2922 North 61st Street
 Omaha, NE 68104
 Telephone Number: 402.505.9778

CONTRACTOR: (Firm name)
 Kingery Construc
 201 N 64th Street
 Lincoln, NE 6850
 Telephone Number:

This was wrong

$$\begin{array}{r} \$16,176 \times \\ 3988 \\ \hline 820,164 \end{array}$$

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

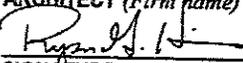
COR #013 - Add Structural Studs & Plywood Above Restrooms = \$3,988.00 (No Change to Schedule).

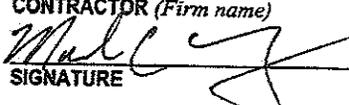
| | |
|--|-----------------|
| The original Contract Sum was | \$ 687,592.00 |
| The net change by previously authorized Change Orders | \$ 132,572.00 |
| The Contract Sum prior to this Change Order was | \$ 820,164.00 * |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 3,988.00 |
| The new Contract Sum including this Change Order will be | \$ 824,152.00 |

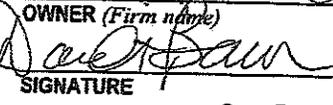
The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TACKarchitects
ARCHITECT (Firm name)

SIGNATURE
 Ryan G. Hier, AIA, Architect
PRINTED NAME AND TITLE
 12/11/2023
DATE

Kingery Construction Co
CONTRACTOR (Firm name)

SIGNATURE
 Mark C. Riley, Project Manager
PRINTED NAME AND TITLE
 12/11/2023
DATE

City of Crete
OWNER (Firm name)

SIGNATURE
 Dave A. Bauer, Mayor
PRINTED NAME AND TITLE
 December 19th 2023
DATE



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Isis Movie Theatre Renovation
139 W 13th Street
Crete, NE 68333

CONTRACT INFORMATION:
Contract For: General Construction
Date: 08/13/2021

CHANGE ORDER INFORMATION:
Change Order Number: 007
Date: 2/19/2024

OWNER: *(Name and address)*
City of Crete, Nebraska

243 E 13th Street, PO Box 86
Crete, NE 68333
Telephone Number: 402.826.4312

ARCHITECT: *(Name and address)*
TACKarchitects, Inc. Subchapter S
Corporation
2922 N 61st Street
Omaha, NE 68104
Telephone Number: 402-505-9778

CONTRACTOR: *(Name and address)*
Kingery Construction Co.
201 N 64th Street
Lincoln, NE 68503
Telephone Number: 402.465.4400

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #014 - Drywall / Tectum / Cabinet Changes, \$3,203.00

COR #015 - Add Tile in Restrooms, \$766.00

| | | |
|--|----|------------|
| The original Contract Sum was | \$ | 687,592.00 |
| The net change by previously authorized Change Orders | \$ | 132,572.00 |
| The Contract Sum prior to this Change Order was | \$ | 820,164.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 3,969.00 |
| The new Contract Sum including this Change Order will be | \$ | 824,133.00 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TACKarchitects, Inc.
ARCHITECT *(Firm name)*

SIGNATURE
J. Christopher Houston, Principal
PRINTED NAME AND TITLE
2/19/2024
DATE

Kingery Construction Co.
CONTRACTOR *(Firm name)*

SIGNATURE
MATT C. RUBIN Sr. PM
PRINTED NAME AND TITLE
2/20/2024
DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Letter of Transmittal

To: TACK ARCHITECTS, INC.
2922 N 61 ST, STE 1
OMAHA, NE 68104

Transmittal #: 163

Date: 4/30/2024

Job: 11-22-6723 CRETE ISIS THEATRE PHASE I

Subject: Change Request - COR 016: Credit back to Owner on Logo

WE ARE SENDING YOU

- Attached
- Under separate cover via the following items:
- Shop drawings
- Prints
- Plans
- Samples
- Copy of letter
- Change order
- Specifications
- Change Request

| Document Type | Copies | Date | No. | Description |
|----------------|--------|---------|---------|------------------------------|
| Change Request | 1 | 4/30/24 | COR 016 | Credit back to Owner on Logo |

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other
- PRINTS RETURNED AFTER LOAN TO US
- Resubmit ___ copies for approval
- Submit ___ copies for distribution
- Return ___ corrected prints

Remarks:

Copy To:

From: Mark Riley (KINGERY CONSTRUCTION)

Signature: Mark Riley

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Change Request

To: TACK ARCHITECTS, INC.
2922 N 61 ST, STE 1
OMAHA, NE 68104

Number: COR 016
Date: 4/30/2024
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I
Phone:

Description: Credit back to Owner on Logo

We are pleased to offer the following specifications and pricing to make the following changes:

Credit back to the Owner for funds not spent on the ISIS Logo allowance

| | |
|---|--------------------|
| The total direct cost to perform this work is | \$-3,577.00 |
| (Please refer to attached sheet for details.) | |
| Total: | \$-3,577.00 |

If you have any questions, please contact me at 402/465-4400.

Submitted by: Mark Riley
KINGERY CONSTRUCTION CO.

| | | | |
|-----------|--|------|----------|
| Architect |  | Date | 5/3/2024 |
| Owner | _____ | Date | _____ |

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

**Change Request COR 016 Price Breakdown
Continuation Sheet**

Description: Credit back to Owner on Logo

| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|--------------------|--------------|-----------------|------------------|--------------------|------------------|--------------------|
| ISIS Logo | \$-255.00 | \$-3,322.00 | | | | \$-3,577.00 |
| | | | | | Subtotal: | \$-3,577.00 |



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of date signed by Owner between City of Crete, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Crete 2024 Photovoltaic System Impact Study (“Project”).

JEO Project Number: 241285.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: See Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Crete, Nebraska

Engineer: JEO Consulting Group, Inc.



By:  _____

By: Matt E. Kalin _____

Title:  _____

Title: Electrical Senior Project Manager _____

Date Signed:  _____

Date Signed: April 25, 2024 _____

Address for giving notices:

Address for giving notices:

City of Crete, Nebraska _____

JEO Consulting Group, Inc. _____

243 East 13th Street _____

404 South 25th Street, Suite B _____

Crete, NE 68333-0086 _____

Norfolk, NE 68701 _____

Attn: Tom Ourada, City Administrator _____

Attn: Dave Peterson, Senior Electrical Engineer _____

EXHIBIT A
Scope of Services
Crete 2024 Photovoltaic System Impact Study
City of Crete, Nebraska
JEO Project No. 241285.00

PROJECT UNDERSTANDING:

The City of Crete, Nebraska (Owner) is working with Sandhills Energy to develop a plan to install a 1.6 MW solar farm within the Owner's electrical service territory. It is anticipated that the solar farm will tie into the Owner's 13.8Y/7.96 kV electrical distribution system. The projected construction timeframe for the solar farm is 2024-2025.

The development of a map-based model of the Owner's existing sub-transmission system, Braden substation, and the associated feeder that the solar farm will be connected will be utilized to evaluate the impact(s) to the Owner's and Nebraska Public Power Districts (NPPD's) electrical infrastructure with the installation of a 1.6 MW solar farm. The impact study will be completed in accordance with the National Rural Electric Cooperative Association (NRECA) PV System Impact Guide.

Scope of Services:

1 STUDY AND REPORT PHASE:

- 1.1 Facilitate an Initial/Kick-off Meeting with Owner. Meeting will review the scope, schedule, and project requirements. The Engineer will also ask for any specific requirements or concerns from the Owner about the project. (One virtual meeting)
- 1.2 Coordinate with NPPD to request the available short-circuit current information at the 34.5 kV bus of the NPPD Crete 115 kV substation.
- 1.3 Provide on-site engineering field survey and data collection to locate and obtain the following (Owner assistance will be required, on-site work to be conducted in one trip, consisting of approximately one day):
 - (a) Sub-transmission conductor size.
 - (b) Distribution conductor size and phasing.
 - (c) Distribution transformer sizes and phase connections.
 - (d) Configuration of distribution switches during normal operation.
 - (e) Capacitor bank size(s) and state of operation during different loading seasons.
- 1.4 A map-based model of the necessary system components (sub-transmission line, Braden substation, and associated feeder) will be developed. The existing sub-transmission line, Braden substation including existing backup generation, and 13.8Y/7.96 kV distribution line to connect the proposed solar farm will need to be modeled. Hourly demand data will be used to determine the conductor loading per phase, voltage drop, and power factor with respect to ANSI standards.
- 1.5 Develop minimum and maximum load scenario(s) with solar farm off and on to determine any impacts to the system without violating applicable codes/standards concerning conductor loading, voltage limits, power factor, voltage flicker, short-circuit currents, and reverse power screening.
- 1.6 Develop a 'draft' System Impact Study Report (Report) to summarize the system analysis methodology and document any system impact(s).

- 1.7 Complete a Quality Assurance / Quality Control (QA/QC) review. A preliminary Report will be provided to the Owner for review. All comments to be incorporated into the final Report.
 - 1.8 Present completed Report and review in detail with the Owner and NPPD. (One closeout virtual meeting)
- 2 FEE:**
- 2.1 The cost to provide the above-mentioned Study and Report Phase services would be a lump sum fee of \$17,250.00.
 - 2.2 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule, only with prior approval by Owner.
- 3 PAYMENT:**
- 3.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days may accrue interest at 12% per annum (1.0%/month).
- 4 TIME FRAME:**
- 4.1 Study and Report Phase – 60 calendar days from receipt of Owner provided data.
- 5 OWNER RESPONSIBILITY:**
- 5.1 Any electronic or paper copies of the existing sub-transmission system.
 - 5.2 Any electronic or paper copies of the existing 13.8Y/7.96 kV primary electrical distribution system.
 - 5.3 Proposed one-line diagram and site plan of solar farm.
 - 5.4 Feeder minimum and peak demands with reactive power consumption or power factor for the Braden substation for the last year.
 - 5.5 Hourly load profile data for the electric system for the past three years.
 - 5.6 Overcurrent protective device settings for the 34.5 kV circuit breaker.
- 6 EXCLUSIONS:**
- 6.1 Electrical distribution plat maps (existing and proposed).
 - 6.2 Design services for proposed improvements.
 - 6.3 Any permit fees associated with permit applications.
 - 6.4 Special meetings and meetings not outlined in the Scope of Services.

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (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) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement 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.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

RESOLUTION NO. 2024-6

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE VACATION OF THE ALLEY NORTH OF EAST 24TH STREET BLOCK 29, ORIGINAL TOWNSHIP, CRETE, SALINE COUNTY, NEBRASKA AND ALLOW THE PROPERTY OWNER TO PURCHASE THE ALLEY AT \$1.00 PER SQUARE FOOT.

WHEREAS, the City of Crete, Nebraska owns the alleyway north of 24th Street on block 29, original township, Crete, Saline County Nebraska, and,

WHEREAS, the current property owner, Krupicka Revocable Trust is requesting the vacation of the alley, and,

WHEREAS, the full vacation of the alley can be accomplished through a later administrative subdivision prepared by Krupicka Revocable Trust,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That the City of Crete be authorized to vacate the alley north of east 24th Street, Block 29, Original Township, Crete, Saline County, Nebraska.

Section 2. That the twenty-foot alley be divided semi evenly between both sides of the alley with ten feet being added to the back of the lots on each side.

Section 3. That the West portion of the alley be sold to Krupicka Revocable Trust at \$1.00 per square foot for a total of \$2,735.80.

Section 4. That the East portion of the alley be sold to Krupicka Revocable Trust at \$1.00 per square foot for a total of \$2,742.00

Section 5. That the City of Crete could waive the cost of purchasing the vacated alley in consideration of partnerships related to real estate or housing development.

PASSED AND APPROVED this 7th day of May, 2024.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2200

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO ENACT THE CITY CODE OF THE CITY OF CRETE, CHAPTER 6, PUBLIC PEACE AND WELFARE; ARTICLE 4, PENALTY PROVISION; SECTION 6-402 NUISANCE PENALTY PROVISION; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM, AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That Chapter 6, Article 4, Section 6-402 of the Crete Municipal Code be enacted to read as follows:

6-402 Nuisance Penalty Provision

(1) Whenever a nuisance exists as defined in this chapter, the Municipality may proceed by a suit in equity to enjoin and abate the same, in the manner provided by law.

(2) Whenever, in any action, it is established that a nuisance exists, the court may, together with the fine or penalty imposed, enter an order of abatement as part of the judgment in the case.

Section 2. That the above section shall be codified as part of the Crete City Code as stated herein.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED AND ENACTED the ____ day of May 2024.

Mayor

ATTEST:

City Clerk

Seal

ORDINANCE NO. 2201

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE VACATION OF STREETS OR ALLEYS; TO AMEND ORDINANCE 2188 TO VACATE THE ALLEY ABUTTING LOTS 1-4, BLOCK 15, COLLEGE PARK ADDITION, LOTS 1 & 2 OF COLLEGE PARK 1ST ADDITION, AND LOTS 1 & 2 OF COLLEGE PARK 2ND ADDITION; AND TO RESERVE THE UTILITY EASEMENT TO THE VACATED PROPERTY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That, pursuant to Neb. Rev. Stat. § 16-611, the following described street, alley, or right-of-way that was previously dedicated to the public shall be and is hereby vacated:

All of the remaining alley that abuts lots 1-4, Block 15, College Park Addition, Lots 1 & 2 of College Park 1st Addition, and Lots 1 & 2 of College Park 2nd Addition, City of Crete, Saline County, Nebraska.

Section 2. That the City of Crete shall reserve the utility easement through the vacated alley.

Section 3. That the City of Crete shall grant the vacated alley to the owners of the abutting property.

Section 3. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

Section 4. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 5. That this ordinance shall be published in a newspaper of general circulation or in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the 7th day of May, 2024.

Mayor

ATTEST:

City Clerk