



**CITY OF SEWARD  
City Council  
Regular Meeting  
Agenda**

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**Tuesday, November 4, 2025**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, November 4, 2025, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS**

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and hand-in a Speaker Card to the Clerk. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

**ROLL CALL**

**CONSENT AGENDA**

1. Claims & Payables Reports

CLAIMS LIST  
11/4/2025  
COUNCIL MEETING

Abbreviations: AF-Annual Fee; BE-Benefits; BU-Building Upkeep; CI-Capital Improvements;  
DF-Diesel Fuel; DO-Donations; EQ-Equipment; ENG-Engineering; EX-Expense; FA-Fixed  
Asset; GS-Gas; GU-Ground Upkeep; IT-Technology; INS- Insurance; INV-Inventory; LG-Legal;  
MA-Maintenance; MAT-Materials; MC-Miscellaneous; MH-Merchandise; MI-Mileage; ML-  
Meals; MS-Memberships; OI-Oil; OP-Operations; PF-Postage; PU-Publications; RE-Repairs;  
RI-Reimbursement; RS-Restaurant; SA-Salaries; SE-Services; SL-Sales; ST-Sales Tax; SU-  
Supplies; TE-Testing; TR-Training; TO-Tools; UN-Uniforms; UT-Utilities

911 Custom	MC	869.00
Alan Haskin	MC	80.00
Alejandro Garcia III	RI	145.00
Amazon Capital Services Inc	MAT	3,658.17
AMG Technology/NextLink	UT	103.35
AMGL	SE	5,125.00
Anderson Auto Group	RE	209.97
Andy Hartmann DBA Hartman Construction	SU	310.59
Aqua-Chem Inc	SU	375.56
Ben Klenke	MC	875.00
Birkels Rock & Gravel LLC	CI	3,368.22
Bizco Technologies	UT	10,338.27
Blackstrap Inc	SU	4,218.00
Border States Industries Inc	INV	70,562.50
Bound Tree Medical LLC	SU	95.37
Brian Peters	RI	190.00
BSN Sports LLC	EQ	201.00
Calibre Press	TR	199.00
Capital Business Systems Inc	SE	733.05
Carly Tuenge	MC	333.00
Cash-Wa Distributing Co	SU	420.65
City Seward Library Petty Cash	PF	163.70
Codr Plumbing & Excavating	BU	1,350.00
Constellation Newenergy Gas	UT	37.50
Crowne Plaza Kearney	TR	749.75
Dan Cerny	RI	169.28
Eakes Office Solution	BU	62.99
ECES Inc DBA Campbell Cleaning	SE	1,602.00
Egan Supply Co	RE	87.06
Firstar Fiber Inc	SE	408.31
Gerhold Concrete Co Inc	RE	264.00
Grainger Inc	SU	97.27

HD Supply/Home Depot	EQ/BU	447.88
Hobson Automotive	OI	139.42
Husker Electric Supply Co	SU	4,552.42
Interstate All Battery Center-GI	RE	468.00
JEO Consulting Group Inc	CI	4,498.75
Jerry Rumert DBA Rumery Lawn/Landscape	GU/CI	1,759.75
Jerry's Transmission Service	RE	1,382.48
Jim Eitel	MC	30.00
Kohltyn Lindau	MC	300.00
Last Mile Network LLC	IT	75.30
Legends Basketball	MC	175.00
Lincoln Winwater Works	RE	873.63
Maguire Iron Inc	CI	348,320.00
Menards North	GU	476.97
Mid-American Benefits LLC	INS	3,737.00
Midwest Turf & Irrigation	GU/EQ	8,566.92
Municipal Pipe Services Inc	RE	3,762.50
N S A/P O A N Conference	MS	600.00
NE Dept Environment/Energy	TR	1,150.00
Nebraska DAS	SE	231.00
Nebraska Notary Association	MC	101.80
Nebraska Public Health Env Lab	TE	169.75
Nebraska Rural Electric Assoc	TR	1,200.00
Nebraska Star Beef Co LLC	SU	48.60
Norris Public Power District	UT	1,225.67
Odeys Inc	FA	29,960.00
Olsson	CI	128,776.03
O'Reilly Automotive Inc	RE/SU	71.40
Prairie Mechanical Corporation	RE	16,167.47
Quality Brands	SU	287.62
R & R Refrigeration DBA Lee's	SE	95.00
R R Donnelley	SU	134.04
Radar Road Tec	RE	200.00
Rose Equipment Inc	FA	236,141.00
Russ Kent	MC	841.88
Sam's Club	SU	163.94
Sargent Drilling Inc	TE	6,389.43
Schemmer Architects Engineers	CI	47,917.28
Seward County Chamber & Development	RI	231.77
Sparetime Lounge & Grill	EX	750.00
State Distributing Co	SU	266.08
Suhr & Lichty Insurance Agency	INS	692,672.00
Tom Matzke DBA ZKE Storage	SE	550.00
Total Tool Supply Inc	SU	949.52

U S Cellular	UT	150.35
Uline	SU	617.95
Verizon	UT	281.64
Vike Hoops	MC	150.00
Visa		11,255.46
MailChimp	MS	39.50
SMTP2GO	IT	75.00
Office Depot	SU	-89.98
NE LLC Renewal	EX	47.87
Amazon.com	SU/RE/BU/TR	1,635.79
Emergency Solutions	IT	173.00
AT&T/FirstNet	UT	400.40
Ben Kaiser/Snap On Tools	OP	825.50
USPS	PF	106.83
Quill	SU	119.68
Wal-Mart	SU/IT/FA	3,828.67
NWEA	TR	470.00
LLRMI.com	TR	150.00
Lynn Card Company	SU	88.95
Party America	SU	21.34
Sam's Club	SU	1,328.10
Valentino's	ML	170.72
Runza	ML	180.44
Webstaurant Store	SU	155.75
Adobe	IT	257.87
Gary Gross Truck & Accessories	RE	200.00
Constant Contact	IT	26.00
ForeUp	SE	686.08
TracFone	UT	34.27
Hulu	MS	99.95
Home Depot	SU	223.73
Wesco Distribution Inc	SU	1,075.00
Windstream Nebraska Inc	UT	166.95
York Equipment Inc	RE	1,258.76
	TOTAL	\$1,669,215.97

2. Draft Minutes of October 21, 2025, City Council Meeting

**October 21, 2025**

The Seward City Council met at 7:00 p.m. on Tuesday, October 21, 2025, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Karl Miller, John Singleton, Matt Stryson, Rich Wergin. Councilmembers absent: Jessica Kolterman, Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Electric Superintendent Jared Hochstein, and Police Sergeant Jon Wiedemeyer.

Notice of the meeting was given in advance thereof, and Mayor Eickmeier announced that a copy of the Open Meetings Act and tonight's agenda is posted in the meeting room and is accessible to members of the public. Mayor Eickmeier led those in attendance in the Pledge of Allegiance.

**CONSENT AGENDA CONSIDERATION ITEMS**

The following Consent Agenda items were approved in one single motion made by Councilmember Wergin, seconded by Councilmember Singleton.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,569,903.83)
4. Police Department Report
5. Draft Minutes of October 7, 2025, City Council Meetings

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Kolterman, Tonniges. Motion carried.

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A CONTRACT WITH THE NEBRASKA PUBLIC POWER DISTRICT FOR WHOLESALE POWER PURCHASE**

A presentation of the proposed contract was given at the September 16<sup>th</sup> meeting. City Administrator Butcher noted this was the result of many conversations and meetings over the past two years. The term of the agreement is 35 years with financial incentives unlocked if approved before October 31<sup>st</sup>.

Councilmember Stryson moved, seconded by Councilmember Francescato, to approve a contract with the Nebraska Public Power District for wholesale power purchase as presented.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Kolterman, Tonniges. Motion carried.

**2. DISCUSSION WITH SEWARD PUBLIC SCHOOLS FOR POTENTIAL LONG-TERM LEASE OF THE LEGION BASEBALL FIELD**

Mr. Butcher relayed that there had been ongoing conversation about the future of the Legion Field at Plum Creek Park. He opined that since the City no longer offered any programming at the field—but still maintained the surface—it may be prudent to consider an opportunity to let another entity manage the field. Specifically, a long-term lease to the School District had been discussed since they were the main user expected moving forward. Concordia University was currently planning to construct their own complex rather than use the Legion Field.

District Superintendent Josh Fields informed that the upcoming 2026 School bond up for vote included a budget for upgrades to the Legion Field. Consequently, the School Board was favorable to a long-term lease with the City. He further noted that the School maintenance staff felt confident they would be able to maintain the field.

The Council generally seemed in favor of moving this possibility forward. Mr. Butcher indicated the Park & Recreation Board would first review the request and consideration of a lease would be brought to the Council at a future meeting. No formal action was taken.

**3. CONSIDERATION OF APPROVAL OF A WORK ORDER (#3) WITH M.E. COLLINS CONTRACTING, CO. FOR THE WORTHMAN BOULEVARD EXTENSION PROJECT**

Mr. Butcher informed that the project had encountered some underground obstacles during construction; therefore, the work order allows for a revision of the construction plans to re-route storm sewer piping.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a work order with M.E. Collins Contracting, Co. for the Worthman Boulevard Extension Project as presented.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: Miller. Motion carried.

**October 21, 2025**

**4. CONSIDERATION OF A PIPELINE AGREEMENT WITH BNSF FOR THE WORTHMAN BOULEVARD WATERMAIN EXTENSION PROJECT IN THE AMOUNT OF \$3,900**

Mr. Butcher noted that since the project included construction of water line to go under the railroad tracks owned by BNSF, an easement would be needed. The easement is provided at a flat fee for a 25-year term.

Councilmember Francescato moved, seconded by Councilmember Singleton, to approve an easement with BNSF for the Worthman Boulevard Watermain Extension Project as presented.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Kolterman, Tonniges. Motion carried.

**5. CONSIDERATION OF A RESOLUTION APPROVING A STREET CLOSURE CROSSING HWY 15 FOR SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP CHRISTMAS FESTIVAL ANNUAL LIGHTED CHRISTMAS PARADE ON NOVEMBER 29, 2025**

Councilmember Wergin introduced **Resolution No. 2025-35**. Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a street closure crossing Hwy 15 on November 29, 2025 as requested.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: Miller. Motion carried.

**6. CONSIDERATION OF AN AMENDMENT WITH THE SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT (SENDD) FOR GENERAL ADMINISTRATION AND CONSTRUCTION MANAGEMENT OF CDBG # 21DTR011**

Mr. Butcher noted this was an amendment to align the end date of the agreements for closeout purposes.

Councilmember Stryson moved, seconded by Councilmember Singleton, to amend the general administration and construction management agreements with SENDD for CDBG #21DTR011 as presented.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Kolterman, Tonniges. Motion carried.

**7. CONSIDERATION OF APPROVAL OF AUDIT ENGAGEMENT LETTER WITH AMGL TO CONDUCT THE CITY'S ANNUAL AUDIT**

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve the annual audit engagement letter with AMGL as presented.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Kolterman, Tonniges. Motion carried.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Stryson moved, seconded by Councilmember Wergin, that the City Administrator's report of October 21, 2025, be accepted.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Kolterman, Tonniges. Motion carried.

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Kahler, that the October 21, 2025, City Council Meeting be adjourned.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Kolterman, Tonniges. Motion carried.

Adjourned approximately 7:42 p.m.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann, City Clerk

**PUBLIC HEARINGS**

1. Public Hearing 7:00 PM - Presentation and Discussion of Functioning and Progress of the Seward Economic Development Plan — City Administrator Butcher

**CITIZENS ADVISORY REVIEW COMMITTEE  
FOR THE LB 840 ECONOMIC DEVELOPMENT PLAN  
SEMI-ANNUAL REVIEW REPORT**

To: The Seward City Council  
From: Citizens Advisory Review Committee - LB 840 Economic Development Plan  
Date: November 4, 2025  
Re: Semi-annual review report required by the Economic Development Plan

The Citizens Advisory Review Committee (CARC) is a committee of registered voters appointed by the Mayor (and affirmed by the City Council) to review the Economic Development Plan (the Plan) established under LB 840. The CARC mainly reviews the actions taken by the LB 840 Application Review Board (ARB). The ARB is the committee that has the authority to spend the LB 840 funds.

The CARC met on October 1, 2025, to review the functioning and progress of the Plan. The meeting consisted of discussions about the following:

1. An LB 840 Activity Report was distributed to the CARC in advance of the meeting. The City Administrator walked the CARC through recent activity from January 1, 2025, thru August 31, 2025. The cash balance to the LB840 Economic Development Fund sat at \$242,443.41 as of the end of the term.
2. A copy of the general ledger reports including a report of all transactions from 1/1/25 to 8/31/25 was distributed prior to the meeting. Payments were made of a \$5,500 grant to the Seward County Visitors Bureau to pay for a portion of a hotel study. Updated the prime rate on the \$200,000 Focus Properties Loan and distributed the loan. A \$120,000 loan to Audra Jensen for the 6<sup>th</sup> Street Café. Still pending distribution was \$64,000 to the loan for Bottle Rocket Brewing for CDBG refinancing. A potential grant of \$50,000 for future fiscal years to SCCDP for an EDA Matching Grant had been withdrawn by the applicant.

The CARC notes that it does not audit nor does it verify the numbers submitted to it in the general ledger reports. It is our understanding that these accounts are audited during the annual overall audit that is done on the city's financial records.

**ADMINISTRATIVE ITEMS**

1. Consideration of a Change Order (#5) with Maguire Iron for 500,000-Gallon Downtown Water Tower Project in the Amount of \$4,778 - City Engineer Oneby

# CHANGE ORDER



No. 5

Date of Issuance: October 30, 2025 Effective Date: October 30, 2025

Project: 500,000-Gallon Water Tower	Owner: City of Seward, Nebraska	Owner's Contract No.:
Contract: Base Bid – Lump Sum	Date of Contract: May 2, 2023	
Contractor: Maguire Iron, Inc.	Engineer's Project No.: 019-3180	

**The Contract Documents are modified as follows upon execution of this Change Order:**


Description:

1. Conduit Relocation - **ADD \$4,778.00**

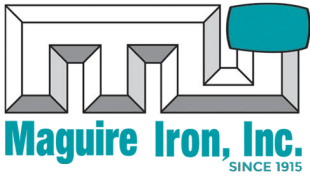
Total Project Increase: \$4,778.00

Attachments: Maguire CPR #6

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>3,187,600.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
Increase from previously approved Change Orders No. <u>01</u> to No. <u>04</u> :  \$ <u>132,190.00</u>	Increase from previously approved Change Orders No. <u>01</u> to No. <u>04</u> : Substantial Completion (days or date): <u>518</u> Final Completion (days or date): <u>448</u>
Contract Price prior to this Change Order:  \$ <u>3,319,790.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>October 31, 2025</u> Final Completion (days or date): <u>December 1, 2025</u>
Increase of this Change Order:  \$ <u>4,778.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>0</u> Final Completion (days or date): <u>0</u>
Contract Price incorporating this Change Order:  \$ <u>3,324,568.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>October 31, 2025</u> Final Completion (days or date): <u>December 1, 2025</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>Rafael Balayan</u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>October 30, 2025</u>	Date: _____	Date: <u>11/3/2025</u>

cc: City of Seward, Maguire.  
F:\2019\3001-3500\019-3180\60-Construction\02-Change Management\Change Orders\Maguire - Water Tower\Change Order 05\Seward Water Tower (Maguire) - CO#5.docx



### CONTRACT CHANGE ORDER

**PROJECT:**  
Seward, NE  
500,000-Gallon Water Tower

**CHANGE ORDER PROPOSAL CPR #6**  
**Change Order Amount: \$4,778.00**  
**Job Number:**  
**Project: Seward, NE**

**TO:**  
Olsson  
601 P Street, Ste 200  
Lincoln, NE 68508

**Maguire Iron, Inc. is pleased to offer the following changes:**  
Relocate (2) 6” conduits currently stubbed up by tower to a new location approximately 10 feet to the North.

**Not valid until signed by Owner and Engineer. Signatures of the Owner and Engineer indicates agreement herewith, including any adjustment in the Contract Sum or Contract Time.**

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The original Contract sum was _____	\$3,187,600.00
Net Change by previous change orders _____	\$ 132,190.00
The Sum prior to the Change Order was _____	\$3,319,790.00
The Contract will be <i>increased</i> by this Order _____	\$ 4,778.00
The new Subcontract Sum will be _____	\$3,324,568.00

**AUTHORIZED:**

**OWNER:**  
City of Seward  
142 N 7<sup>th</sup> Street  
Seward, NE 68434

**ENGINEER:**  
Olsson  
601 P Street, Ste 200  
Lincoln, NE 68508

**CONTRACOR:**  
Maguire Iron, Inc  
P.O. Box 1446  
Sioux Falls, SD 57101

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

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

By: Rafael Balayan  
Title: Project Manager  
Date: 10/1/2025

# *Andrews Electric Co., Inc.*

*402-759-4425 office*

*402-759-4277 fax*

*15<sup>th</sup> & F streets  
Geneva, NE 68361*

September 29, 2025

Rafael Balayan,  
Project Manager,  
Maguire Iron Inc.  
1610 N Minnesota Ave,  
P. O. Box 1446,  
Sioux Falls, SD 57104  
Phone 605-334-9749  
Cell (605) 360-7924  
BalayanR@maguirewater.com

RE: Seward, NE, 2- 6" conduits re-location

Rafael,

While my crew was on site at Seward, NE, last week, the City Engineer requested that two of the 6" conduit stub-ups be relocated approximately 10 feet to the North of their current location. We have not poured the concrete encasement yet, so it is good timing, however it will take some time and expense to do this. With this in mind, here is what I see as a Scope of Work, Exclusions, and Conditions.

## Scope of Work:

1. Excavate around the North set of 6- 6" conduit stub-ups to allow the North two conduits to be cut in the horizontal run.
2. Provide a trench 10 to 15 feet to the North of the current stub-up location.
3. Cut the North two 6" conduits to allow the current elbows to be rotated to head North, or to allow new elbows to be installed to run the conduit to the North.
4. Provide and install 6" schedule 40 PVC conduit to extend the two conduits North.
5. Re-use the existing conduit elbows, or provide new elbows, to stub-up the conduits at the new location.

Warning tape to be installed over top of the conduits per specifications.

6. Back-fill and compact the ditch as well as we can with the equipment that we have.
7. Provide a concrete pad around the re-located stub-ups (the concrete around the other 10 conduit stub-ups is part of the original contract scope).
8. Provide caps for the re-located stub-ups (part of the original contract scope).

Exclusions:

1. No electrical maintenance of any equipment is included in this estimate.
2. No data or communications equipment, such as the cables or coax, antennas, etc., is included in this estimate.
3. No engineering fees are included in this estimate. We will not pay for engineering services for evaluating substitute components, warranty issues, or submittals fees.
4. No submittals or other similar expenses are included in this estimate.

Conditions:

1. This bid is based on us being provided keys for all gates, doors, and sites so we can access the sites as needed to perform our work. This needs to be done in a timely manner. Any time spent trying to gain access will be charged at a rate of \$170.00 per man per hour.
2. This bid is based on the stub-up location being approved prior to back-fill of the ditch.
3. This bid is based on standard deliveries of the materials.

The total cost for this work, based on the Scope of Work, Exclusions, and Conditions, is \$4,550.00, including materials, labor, and expenses. Materials delivery is approximately 2 weeks.

Sincerely,  
Jeff Andrews,  
Andrews Electric Co., Inc.

2. Consideration of Approval of a Contract with M.E. Collins Contracting, Co. for the Worthman Blvd Extension Project in the Amount of \$48,214.63 - City Engineer Oneby

PLANS FOR CONSTRUCTION

**SCHEMMER**  
 Design with Purpose. Build with Confidence.  
 333 SOUTH 21ST STREET, SUITE 102  
 LINCOLN, NEBRASKA 68510  
 CERTIFICATE OF AUTHORIZATION: CA-0666

PROJECT NO.	SHEET NO.
SCHEMMER NO. 09336.001-E	A1

# PINE STREET & WORTHMAN BOULEVARD TEMPORARY ROAD CITY OF SEWARD

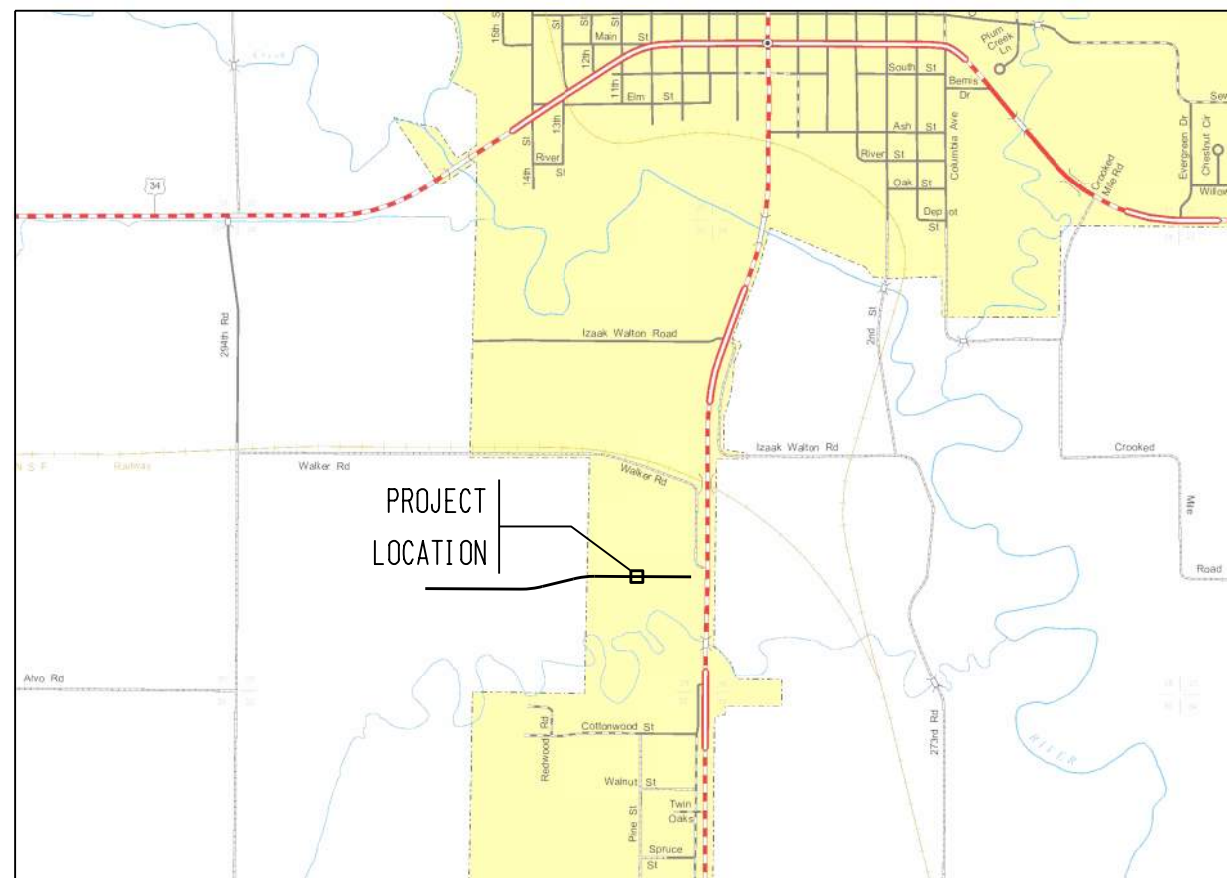
THE 2017 ENGLISH EDITION OF THE NEBRASKA  
 STANDARD SPECIFICATIONS AND THE  
 SPECIAL PROVISIONS APPLY TO THIS PROJECT.

**INDEX OF SHEETS**

SHEET NO.	DESCRIPTION
A1	TITLE SHEET
F1	HORIZONTAL AND VERTICAL CONTROL
G1	GENERAL INFORMATION
J1	CONSTRUCTION, REMOVAL & GEOMETRICS
J2	SEDIMENT AND EROSION CONTROL
M1	TRAFFIC CONTROL
M2	TRUCK DETOUR

NDOT STD. PLAN NO.	DESCRIPTION
301	PAVEMENT DETAILS
501	EROSION CONTROL
502	SILT FENCE DETAILS
920	TRAFFIC CONTROL, CONSTRUCTION & MAINTENANCE
923	TRAFFIC CONTROL ROAD CLOSURE
924	URBAN TRAFFIC CONTROL PLAN



THE WORK ON THIS PROJECT CONSISTS OF GROUPS  
 1-GRADING, 3-SURFACING, 7-PAVEMENT MARKING & SIGNING,  
 L-EROSION CONTROL

▲ GROUPS 1, 3, 7, L ARE INCLUDED  
 IN THE LETTING OF \_\_\_\_\_

▲ GROUPS \_\_\_\_\_ ARE INCLUDED  
 IN THE LETTING OF \_\_\_\_\_

■ GROUPS \_\_\_\_\_ ARE INCLUDED  
 IN THE LETTING OF \_\_\_\_\_

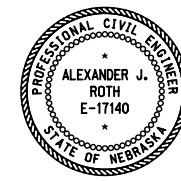
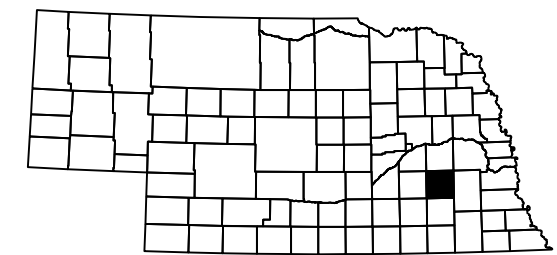
PLANS PREPARED BY:  
 THE SCHEMMER ASSOCIATES, INC.  
 333 S. 21ST STREET, SUITE 102  
 LINCOLN, NE 68510

**CONVENTIONAL SIGNS**

FENCE R.O.W. OR WIRE	— x —
GUARDRAIL	— + + + + —
TRAVELED WAY	— = = = = —
DIKE	XXXXXXXXXX
CULVERT	— > < —
POWER POLE	■
TELEPHONE POLE	◆
MAILBOX	□
RAILROAD TRACKS	— + + + + —
MARSH	— / / / / —
TREE - CONIFEROUS	●
TREE - DECIDUOUS	○

**R.O.W. LEGEND**

NEW CONTROLLED ACCESS	— + + + + —
PREVIOUS CONTROLLED ACCESS	— + + + + —
LIMITS OF CONSTRUCTION	— o o o o —
PREVIOUS R.O.W.	— + + + + —
NEW R.O.W.	— + + + + —
EXISTING PERMANENT EASEMENT	— / / / / —
TEMPORARY EASEMENT	— / / / / —
EXCESS TAKING	— / / / / —
PERMANENT EASEMENT	— / / / / —
EXISTING RAILROAD EASEMENT	— + + + + —
NEW RAILROAD PERMANENT EASEMENT	— + + + + —
NEW RAILROAD TEMPORARY EASEMENT	— + + + + —



SEWARD CITY  
 APPROVED: \_\_\_\_\_  
 \_\_\_\_\_ DATE



*Design with Purpose. Build with Confidence.*  
 333 SOUTH 21ST STREET, SUITE 102  
 LINCOLN, NEBRASKA 68510  
 CERTIFICATE OF AUTHORIZATION: CA-0666

# GENERAL INFORMATION

ROADWAY DESIGN DIVISION.

## LEGEND

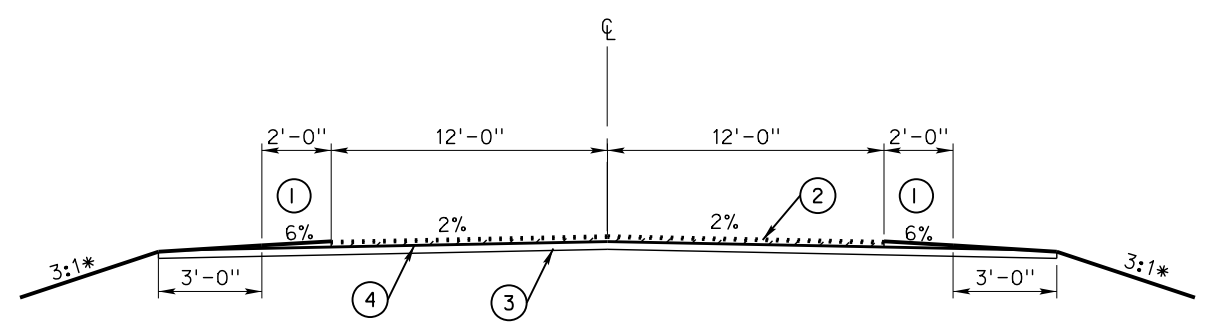
- G --- GAS LINE
- E --- ELECTRICAL SERVICE
- P --- POWER LINE
- OP --- OVERHEAD POWER LINE
- SAN --- SANITARY SEWER
- SS --- STORM SEWER
- T --- TELEPHONE LINE
- FO --- FIBER OPTIC TELE. LINE
- OT --- OVERHEAD TELEPHONE LINE
- TV --- CABLE TV LINE
- OTV --- OVERHEAD CABLE TV LINE
- W --- WATER LINE
- --- FENCE - CHAIN LINK
- × --- FENCE - R.O.W. OR WIRE
- --- FENCE - WOOD
- FLOWLINE
- CENTER LINE DRIVE
- Ⓜ BENCH MARK
- Ⓢ CENTER PIVOT
- ⊙ CONTROL POINT
- XXXXXXXXX DIKE
- Ⓞ GAS METER
- ⊕ GAS VALVE
- ⊕ GRID TICK
- GUARDRAIL
- GUARD POST
- GUY POLE
- GUY WIRE
- ☀ OR ☀ LIGHT POLE
- Ⓜ MAILBOX
- Ⓞ MANHOLE
- Ⓜ MARSH
- Ⓜ OIL WELL
- Ⓜ PHOTO CODE POINT
- Ⓜ POWER BOX
- Ⓜ POWER POLE
- Ⓜ POWER PULL BOX
- Ⓜ PROPANE TANK
- Ⓜ R.O.W. MARKER
- Ⓜ ADVANCED R.R. WARNING SIGN
- Ⓜ RAILROAD WARNING
- Ⓜ RAILROAD TRACKS
- RETAINING WALL
- Ⓜ SATELLITE DISH
- Ⓜ SIGN
- ☀ TRAFFIC SIGNAL
- ☀ TRAFFIC SIGNAL/ST. LIGHT
- Ⓜ TELEPHONE BOX
- Ⓜ TELE. FIBER OPTICS BOX
- Ⓜ TELEPHONE PULL BOX
- Ⓜ TELEPHONE POLE
- Ⓜ TELEVISION BOX
- ☀ TREE - CONIFEROUS
- ☀ TREE - DECIDUOUS
- Ⓜ TREE STUMP
- Ⓜ WATER (FIRE) HYDRANT
- Ⓜ WATER VALVE
- Ⓜ WATER METER
- Ⓜ WELL
- Ⓜ WINDMILL

## COMPACTION REQUIREMENTS

The following compaction requirements are recommended for the plans.

		COMPACTION REQUIREMENTS		MOISTURE REQUIREMENTS		
		SOIL TYPE	DEPTH BELOW FINISH SUBGRADE	PERCENT DENSITY	MINIMUM	MAXIMUM
Embankment / Roadway Grading, including driveways, to receive concrete pavement	Silt-Clay	Upper 3 feet	98 Min.	Opt. -3%	Opt. +2%	
	Silt-Clay	At depths greater than 3 feet	95 Min.	Opt. -3%	Opt. +2%	
Embankment / Roadway Grading, including driveways, to receive flexible pavement	Granular	All depths	100 Min.	**	**	
	Silt-Clay	Upper 3 feet	100 Min.	Opt. -2%	Opt. +1%	
	Silt-Clay	At depths greater than 3 feet	95 Min.	Opt. -3%	Opt. +2%	
Embankment / Roadway Grading to receive gravel surfacing / crushed rock embedment	Granular	All depths	100 Min.	**	**	
	All	All depths	95 Min.	**	**	
Embankment / Roadway Grading not to be surfaced	All	All depths	95 Min.	Opt. -3%	Opt. +2%	
	All	All depths	95 Min.	Opt. -3%	Opt. +2%	
Subgrade Preparation, Shoulder Subgrade Preparation (Concrete Pavement)	Silt-Clay	The upper 6 inches of subgrade soil	98 Min.	Opt. -3%	Opt. +2%	
	Granular	The upper 6 inches of subgrade soil	100 Min.	**	**	
Subgrade Preparation, Shoulder Subgrade Preparation (Flexible Pavement)	Silt-Clay	The upper 6 inches of subgrade soil	100 Min.	Opt. -2%	Opt. +1%	
	Granular	The upper 6 inches of subgrade soil	100 Min.	**	**	
Embankment of driveways which are not to be surfaced	All	All depths	Class I	(See Specifications)		
	All	Underlying Material	100 Min.	(See Specifications)		
Bituminous Pavement Patching	All	Underlying Material	100 Min.	(See Specifications)		
Foundation Course / Subgrade Stabilization	--	--	100 Min.	(See Specifications)		
Granular Structural Fill (MSE Walls, Granular Fill for bridges, Culverts, etc)	Granular	All depths	100 Min.	Opt. -3%	Opt. +3%	
	Granular	All depths	100 Min.	Opt. -3%	Opt. +3%	

\*\* Moisture as necessary to obtain density.  
 (A moisture target value at maximum density shall be established in the field by the Contractor during the compaction process. The acceptable moisture content shall be ± 2% of the target value.)



## TEMPORARY ROAD STATION TO STATION

STA. 1+16.24 to STA. 4+38.09

## NOTES

The location of all aerial and underground utility facilities may not be indicated in these plans. Underground utilities, whether indicated or not will be located and flagged by the utilities at the request of the contractor. Utilities are located within the project area. Any utility relocation will be at the contractors expense. Nebraska One Call will be utilized.

No excavation will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be accomplished with extreme care in order to avoid any possibility of damage to the utility facility.

The Contractor will be required to furnish Borrow on this Project.

The Contractor shall furnish and maintain all necessary barricades, warning signs, lights and flaggers per the MUTCD and NDOT Standard Specifications. The Contractor shall inspect and verify all appropriate barricades and signs are placed accordingly and upright at the end of each construction day, or as directed by the Engineer.

Prior to construction, Contractor shall submit to the City Engineer for approval a traffic control plan and construction schedule for road closure. Contractor must give 48 hours notice prior to pavement or tree removals to the City Engineer.

Contractor to remove, salvage and reset any necessary traffic signs in their original location, unless noted otherwise.

Concrete washout stations shall be constructed as needed during the paving operations. This shall be considered subsidiary to other items receiving direct payment.

Contractor shall grind the existing curb for vehicle access at the two access points for the temporary road, along Pine Street and Worthman Boulevard. Work is subsidiary to the Combined Curb and Gutter bid item.

Contractor shall remove temporary crushed rock aggregate and geogrid after construction of the intersection of Pine Street and Worthman Boulevard is complete. This effort is subsidiary to the item "5" Temporary Crushed Aggregate". Removed materials shall become property of the Contractor and are to be removed from the project site.

## SUMMARY OF QUANTITIES

ITEM	QUANTITY	UNITS
TRAFFIC CONTROL	1	LUMP SUM
MOBILIZATION	1	LUMP SUM
GENERAL CLEARING AND GRUBBING	1	LUMP SUM
EXCAVATION/GRADING	1	LUMP SUM
SALVAGING AND PLACING TOPSOIL	1,346	SQUARE YARDS
SAWING PAVEMENT	186	LINEAL FEET
REMOVE COMBINATION CURB AND GUTTER	178	LINEAL FEET
5" TEMPORARY CRUSHED AGGREGATE	166	TON
COMBINATION CURB AND GUTTER	178	LINEAL FEET
INSTALL TENSAR BX1000 GEOGRID	954	SQUARE YARDS
EARTH SHOULDER CONSTRUCTION	3.2	STA
6" SUBGRADE PREPARATION	1,346	SQUARE YARDS
SEEDING, TYPE B	0.23	ACRES
EROSION CONTROL, CLASS ID	1,116	SQUARE YARDS

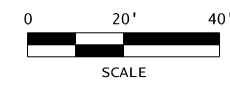
## LEGEND

- ① TURF SHOULDER
- ② 5" TEMPORARY CRUSHED AGGREGATE
- ③ 6" SUBGRADE PREPARATION
- ④ TENSAR BX1100 GEOGRID

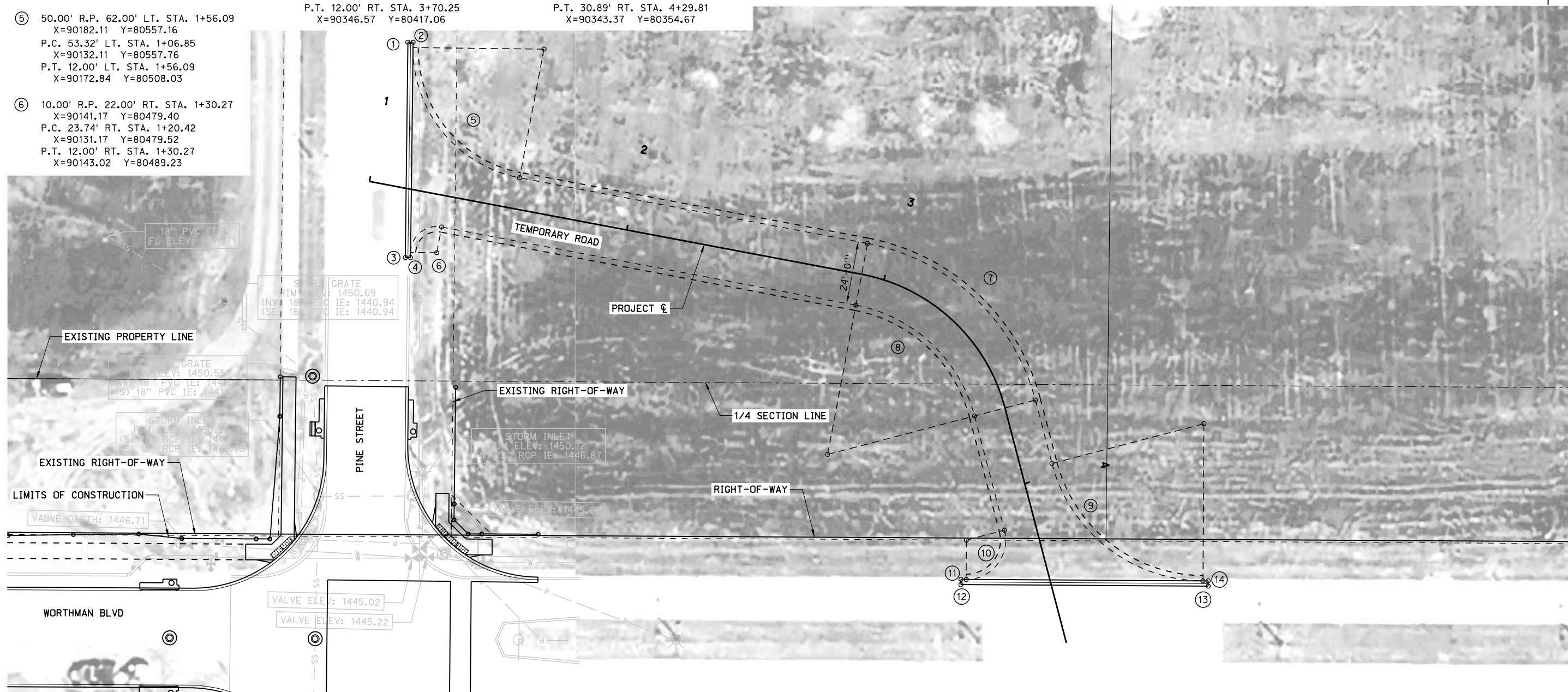
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 Date: 27-OCT-2025 10:35  
 Computer: LINNEGANS

File: 09336001 General Information.dgn  
 Scale: 1:200





- |   |   |   |   |
|---|---|---|---|
| <p>① POINT 54.95' LT. STA. 1+04.53<br/>X=90130.14 Y=80559.79</p> <p>② POINT 55.29' LT. STA. 1+06.50<br/>X=90132.14 Y=80559.76</p> <p>③ POINT 26.05' RT. STA. 1+18.80<br/>X=90129.14 Y=80477.55</p> <p>④ POINT 25.70' RT. STA. 1+20.77<br/>X=90131.14 Y=80477.52</p> <p>⑤ 50.00' R.P. 62.00' LT. STA. 1+56.09<br/>X=90182.11 Y=80557.16<br/>P.C. 53.32' LT. STA. 1+06.85<br/>X=90132.11 Y=80557.76<br/>P.T. 12.00' LT. STA. 1+56.09<br/>X=90172.84 Y=80508.03</p> <p>⑥ 10.00' R.P. 22.00' RT. STA. 1+30.27<br/>X=90141.17 Y=80479.40<br/>P.C. 23.74' RT. STA. 1+20.42<br/>X=90131.17 Y=80479.52<br/>P.T. 12.00' RT. STA. 1+30.27<br/>X=90143.02 Y=80489.23</p> | <p>⑦ 82.00' R.P. 70.00' RT. STA. 2+91.26<br/>X=90290.46 Y=80402.39<br/>P.C. 12.00' LT. STA. 2+91.26<br/>X=90305.66 Y=80482.97<br/>P.T. 12.00' LT. STA. 3+70.25<br/>X=90369.79 Y=80423.14</p> <p>⑧ 58.00' R.P. 70.00' RT. STA. 2+91.26<br/>X=90290.46 Y=80402.39<br/>P.C. 12.00' RT. STA. 2+91.26<br/>X=90301.21 Y=80459.38<br/>P.T. 12.00' RT. STA. 3+70.25<br/>X=90346.57 Y=80417.06</p> | <p>⑨ 60.00' R.P. 72.00' LT. STA. 3+95.26<br/>X=90434.17 Y=80414.12<br/>P.C. 12.00' LT. STA. 3+95.26<br/>X=90376.12 Y=80398.94<br/>P.T. 56.47' LT. STA. 4+53.22<br/>X=90433.81 Y=80354.12</p> <p>⑩ 15.00' R.P. 27.00' RT. STA. 4+15.32<br/>X=90343.46 Y=80369.66<br/>P.C. 12.00' RT. STA. 4+15.32<br/>X=90357.98 Y=80373.46<br/>P.T. 30.89' RT. STA. 4+29.81<br/>X=90343.37 Y=80354.67</p> | <p>⑪ POINT 32.82' RT. STA. 4+29.29<br/>X=90341.37 Y=80354.68</p> <p>⑫ POINT 33.34' RT. STA. 4+31.22<br/>X=90341.36 Y=80352.68</p> <p>⑬ POINT 57.89' LT. STA. 4+55.67<br/>X=90435.80 Y=80352.11</p> <p>⑭ POINT 58.40' LT. STA. 4+53.74<br/>X=90435.81 Y=80354.11</p> |
|---|---|---|---|



SAWING PAVEMENT			
STATION TO	STATION	SIDE	LIN. FT.
1+06.50	- 1+20.77	LT./RT	87
4+29.29	- 4+55.67	LT./RT	99

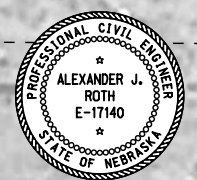
INSTALL TENSAR BX1100 GEOGRID			
STATION TO	STATION	SIDE	SQ. YDS.
1+16.24	- 4+38.09	LT./RT.	954

5" TEMPORARY CRUSHED AGGREGATE*			
STATION TO	STATION	SIDE	TONS
1+16.24	- 4+38.09	LT./RT.	-

REMOVE COMBINATION CURB & GUTTER			
STATION TO	STATION	SIDE	LIN. FT.
1+06.50	- 1+20.77	LT./RT.	83
4+29.29	- 4+55.67	LT./RT.	95

BUILD COMB. CONCRETE CURB & GUTTER, PLAN 301				
STATION TO	STATION	SIDE	WIDTH	LIN. FT.
1+06.50	- 1+20.77	LT./RT.	2'	83
4+29.29	- 4+55.67	LT./RT.	2'	95

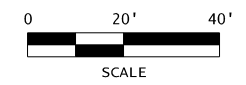
\*CONTRACTOR MAY USE CRUSHED AGGREGATE OR CRUSHED ROCK FOR SURFACING



ROADWAY DESIGN DIVISION.

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File: 09336001 Const & Rem.dgn  
 Scale: 1:40



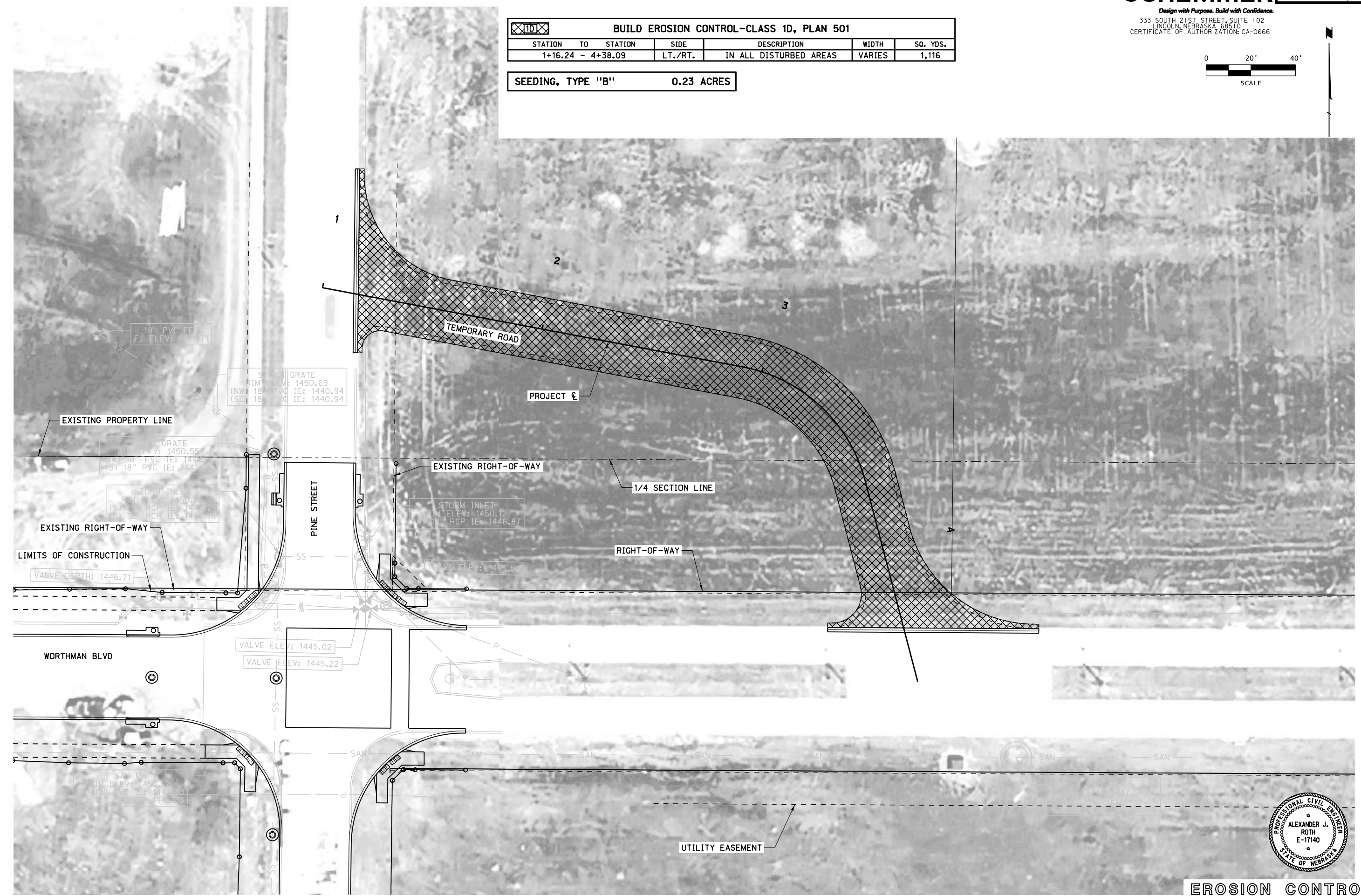
BUILD EROSION CONTROL-CLASS 1D, PLAN 501						
STATION	TO	STATION	SIDE	DESCRIPTION	WIDTH	SQ. YDS.
1+16.24	-	4+38.09	LT./RT.	IN ALL DISTURBED AREAS	VARIES	1,116

SEEDING, TYPE "B" 0.23 ACRES

ROADWAY DESIGN DIVISION.

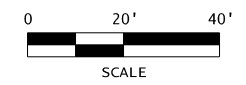
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 Date: 27-OCT-2025 10:31  
 Computer: LINNEGANS

File: 09336001 Erosion Ctrl.dgn  
 Scale: 1:40



**EROSION CONTROL**

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 CERTIFICATE OF AUTHORIZATION: CA-0666



R11-2-48  
①



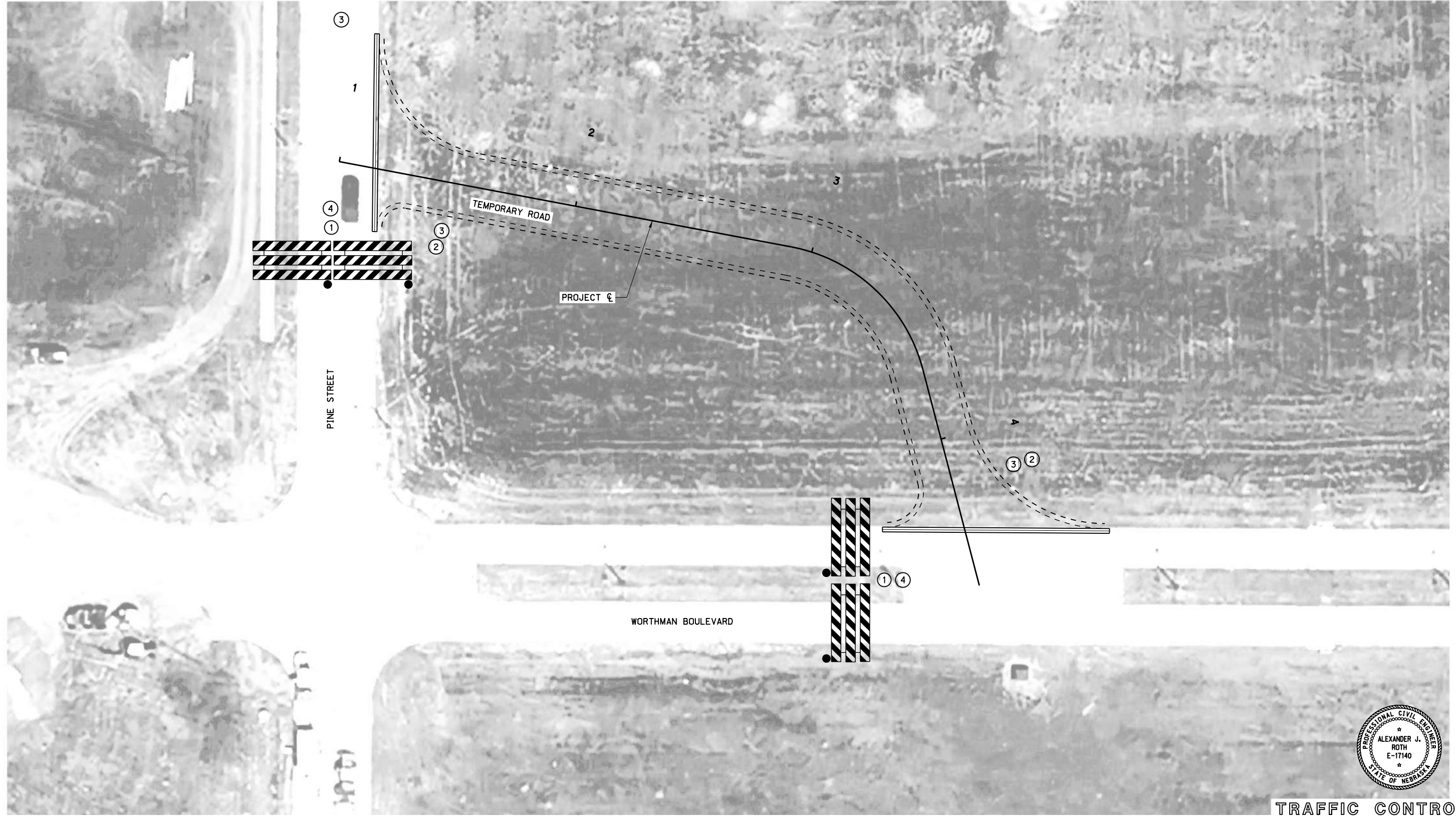
W13-1-24  
②



W6-3-48



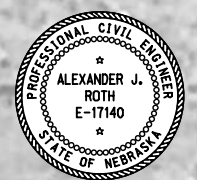
M4-10R-48  
④



ROADWAY DESIGN DIVISION.

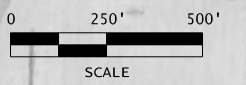
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 Date: 27-OCT-2025 10:31 Computer: LINNEGANS

File: 09336001 Traffic Control.dgn  
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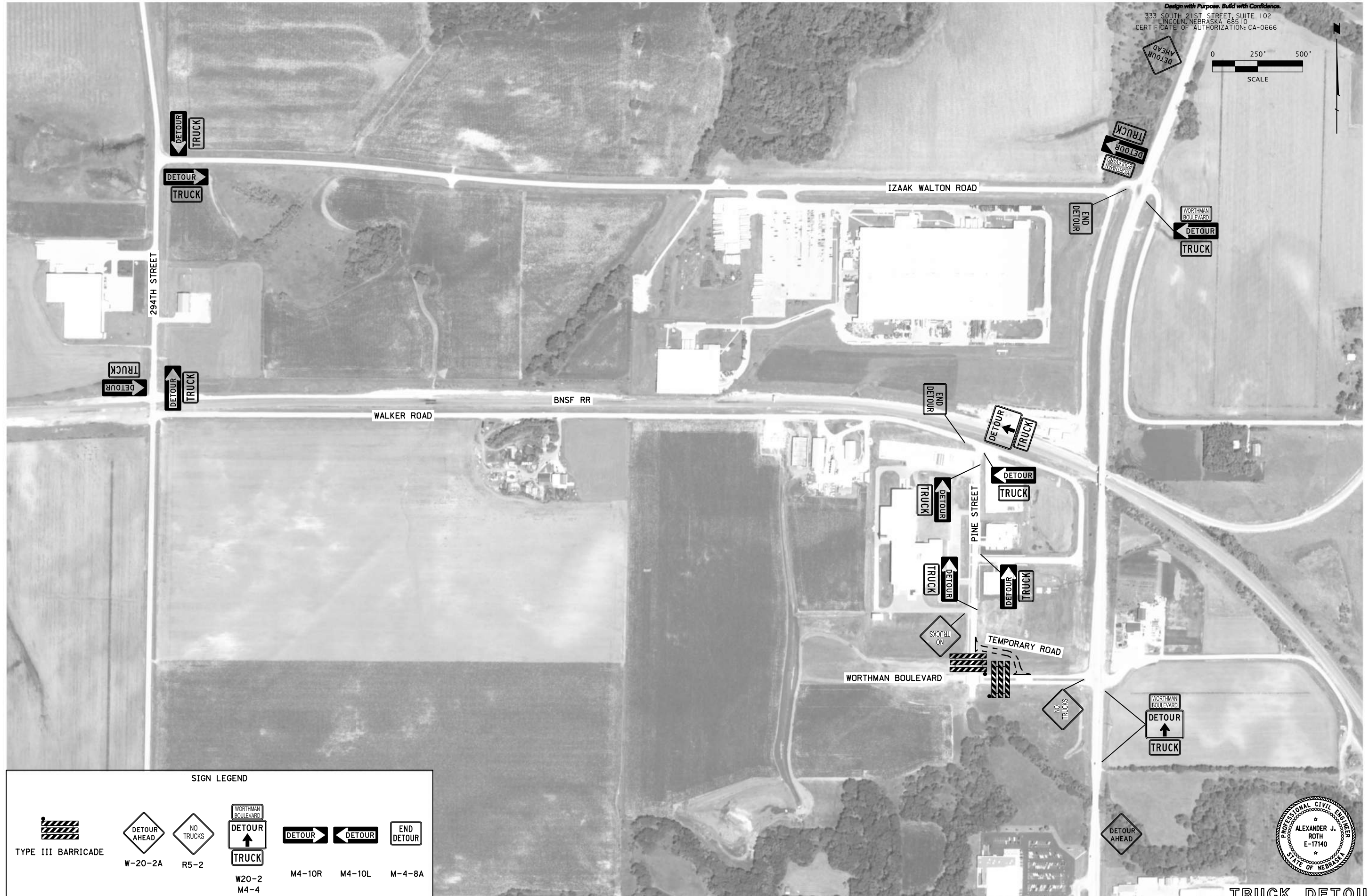


**TRAFFIC CONTROL**

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 333 SOUTH 21ST STREET, SUITE 102  
 LINCOLN, NEBRASKA, 68510  
 CERTIFICATE OF AUTHORIZATION: CA-0666



ROADWAY DESIGN DIVISION.  
 PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE  
 Date: 27-OCT-2025 10:32 Computer: LINNEGANS  
 File: 09336001 Truck Detour.dgn Scale: 1:500



**SIGN LEGEND**

TYPE III BARRICADE	W-20-2A	R5-2	W20-2 M4-4	M4-10R	M4-10L	M-4-8A



**TRUCK DETOUR**

# CONTRACT FOR CONSTRUCTION

This Contract is by and between City of Seward, Nebraska (Owner) and  
M.E. Collins Contracting Co., Inc. (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the **Pine Street & Worthman Blvd Temporary Road Project** defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **Traffic Control** – Establish temporary truck detour with traffic control signage per plan.
  - 2. **Erosion Control** – Install Class 1D erosion control (silt fence) to restrict stormwater erosion.
  - 3. **Excavation/Grading** – Salvage the top 6 inches of soil as topsoil, segregating salvaged topsoil from remaining excavated material. Grade as necessary for temporary road surface.
  - 4. **Demolition** – Saw cut and subsequently remove 188 lineal ft of pavement with integral curb at a width of 2-ft from the back of curb. Remove and dispose of concrete.
  - 5. **Subgrade preparation** – Compact and otherwise prepare subgrade to support the crushed aggregate surface to a depth of 6-inches.
  - 6. **Geotextile** – Install 954 square yards of Tensar BX1100 geogrid to support the crushed concrete aggregate road surface.
  - 7. **Crushed Rock Surface** – Place crushed concrete aggregate to a depth of 5 inches (finished) creating a driveable road surface 24 ft in width.
  - 8. **Restoraton** – Remove crushed rock and geotextile fabric. Spread salvaged topsoil and grade to match. Seed areas disturbed during construction with NDOT Type B seed mix. Remove erosion control at appropriate time.
  - 9. **Build Concrete Curb and Gutter** – Reconstruct 2-ft wide pavement section with integral 6-in curb, utilizing dowels at 12-inch intervals along joints between existing and new pavement
  - 10. **Traffic Control** – remove temporary truck detour signage.

### 1.02 Work by Others

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein as “by Others.”
- B. The work performed by others is generally described as follows:
  - 1. **Not used.**

## **ARTICLE 2 - CONTRACT DOCUMENTS**

### **2.01 Intent of Contract Documents**

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

### **2.02 Contract Documents Defined**

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.
  - 2. Drawings as listed on the Drawing Sheet Index.
  - 3. Addenda.
  - 4. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Work Change Directives
    - b. Change Orders
    - c. Field Orders

## **ARTICLE 3 - ENGINEER**

### **3.01 Engineer**

- A. The Engineer for this Project is Alex Roth, P.E., the Schemmer Associates.

## **ARTICLE 4 - CONTRACT TIMES**

### **4.01 Contract Times**

- A. The Work will be substantially completed within **75** days after the Effective Date of the Contract and completed and ready for final payment within **180** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$50.00 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Not required

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents for all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

TOTAL OF ALL UNIT PRICES \$ Forty-Eight Thousand Two Hundred Fourteen and 63/100 (dollars)

Quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

**ARTICLE 6 - BONDS AND INSURANCE**

6.01 Bonds

- A. Not required

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies

that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000.00</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000.00</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000.00</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000.00</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000.00</u>
Personal and Advertising Injury	\$ <u>1,000,000.00</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000.00</u>

c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000.00</u>
---------------------------	------------------------

d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000.00</u>
General Aggregate	\$ <u>1,000,000.00</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000.00</u>
General Aggregate	\$ <u>1,000,000.00</u>

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;

2. Blanket contractual liability coverage to the extent permitted by law;
  3. Broad form property damage coverage; and
  4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

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

### **7.01 Supervision and Superintendence**

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

- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

#### 7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

#### 7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

#### 7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

#### 7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

#### 7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- 7.08 Record Documents
- A. Not required.
- 7.09 Safety and Protection
- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
  - B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    - 1. All persons on the Site or who may be affected by the Work;
    - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
    - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
  - C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
  - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
  - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- 7.10 Shop Drawings, Samples, and Other Submittals
- A. Not required.
- 7.11 Warranties and Guarantees
- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- 7.12 Correction Period
- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by

Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### 8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

### **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.02 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. The value of any work covered in the Change order will be determined by the unit prices contained in the Contract Documents OR by a mutually agreed upon lump sum, given the Contractor provides a breakdown of all costs for labor, material, overhead, and profit.
- C. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

**ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR**

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

#### 14.03 Retainage

- A. Not required.

#### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

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

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are

necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, ~~annotated record documents~~ and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor ~~and any surety~~ notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.

- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

**ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
  - a. The cost, progress, and performance of the Work;
  - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

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

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: City of Seward

CONTRACTOR: Van Kirk Bros. Contracting

By: Josh Eickmeier

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

Title: Mayor

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

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

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

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

3. Consideration of a Resolution Authorizing the Mayor to Sign and Designate City Engineer Oneby as City Street Superintendent for Purposes of the Annual Year-End NDOT Certification - City Administrator Butcher

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2025. **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2025**

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2025. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

### Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2025

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: \_\_\_\_\_, 2025 to \_\_\_\_\_, 2025  
(Month) (Day) (Month) (Day)

\*(1)(a) The municipality of \_\_\_\_\_ certifies that: \_\_\_\_\_  
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)  
was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality
- Contract (consultant) with this Municipality
- Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer  village engineer   
public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- \_\_\_\_\_ and Class of License \_\_\_\_\_, and/or  
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) \_\_\_\_\_  
Signature of Mayor  Village Board Chairperson   
(Check one box)

\*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

4. Items Related to the Industrial Transformer Project - City Administrator Butcher (**Added at 3:30P on 11/3**):
  - A. Consideration of a Procurement Contract with Hyundai Corporation USA

## **AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT**

This Procurement Agreement is by and between City of Seward, Nebraska ("Buyer") and Hyundai Corporation USA ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

### **ARTICLE 1—PROCUREMENT CONTRACT**

#### **1.01 *Goods and Special Services***

1. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Design, fabrication, testing, furnishing, documentation, shipment F.O.B. site, field dressing or provision of supervision for COS assembly, startup and field testing of one (1) substation transformer. The transformer shall be 10/12/14 MVA rated, 34.5-12.47/7.2kV grounded-wye, 65°C temperature rise, 80°C hot spot rise, 60Hz, Class I power transformer with on-load tap changer. The transformer shall be suitable for operation with the neutral either solidly grounded or grounded through impedance. Two days of operation and maintenance training for COS personnel shall also be included.

#### **1.02 *The Project***

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Industrial Substation Transformer #2.

#### **1.03 *Engineer***

- A. Buyer has retained Olsson ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

#### **1.04 *Point of Destination***

The Point of Destination is: 2845 Walker Road, Seward, Nebraska.

### **ARTICLE 2—PROCUREMENT CONTRACT TIMES**

#### **2.01 *Time of the Essence***

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Weeks or Date	Notes
Submit Shop Drawings		
Deliver acceptable Goods to Point of Destination		Delivery may be made in the 15-day period before delivery date
Commence Special Services for Goods		If commencement is linked to delivery, "delivery" means date of Buyer's acknowledgment of receipt
Complete Special Services for Goods		
Readiness for Final Inspection and Acceptance of Goods and Special Services		

The above shall be filled in to match weeks after notice of award as filled in by the Bidder to the Bid Form.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 10 business days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

**ARTICLE 3—PROCUREMENT CONTRACT PRICE**

**3.01 Procurement Contract Price and Total Price**

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of **\$1,693,650.00** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents. Such Lump Sum amount accounts for the following Buyer-accepted alternates: **None**.

**ARTICLE 4—PAYMENT PROCEDURES**

**4.01 Submittal and Processing of Applications for Payment**

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

**4.02 Progress Payments; Final Payment**

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

<b>Payment Line Item (Lump Sum)</b>	<b>Percentage of Lump Sum</b>
1. Approval of Final Shop Drawings	10
2. Completion of acceptable factory testing	5
3. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	65
4. Field assembly and tests at site	10
5. Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	10
<b>Total Procurement Contract Price (Lump Sum)</b>	<b>100</b>

- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer’s presentation to Buyer of the Application for Payment and Engineer’s recommendation.

**4.03 Interest**

- A. All amounts not paid when due will not bear interest.

**ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT**

**5.01 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to

be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

## **ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS**

### **6.01 *List of Procurement Contract Documents***

- A. The Procurement Contract Documents consist of the following:
  - 1. This Procurement Agreement.
  - 2. General Conditions of the Procurement Contract.
  - 3. Supplementary Conditions of the Procurement Contract.
  - 4. Procurement Specifications as listed in the Procurement Specifications table of contents.
  - 5. Addenda Numbers 1 to 4.
  - 6. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 7. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
    - a. Change Orders;
    - b. Change Directives; and
    - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

## **ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS**

### **7.01 *Seller's Representations***

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
  - 1. Seller has examined and carefully studied the Procurement Contract Documents.
  - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's

judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

#### 7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

## ARTICLE 8—CONFIDENTIALITY

### 8.01 *Confidential Information*

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

### 8.02 *Disclosure of Confidential Information*

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
  - 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
  - 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
  - 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
  - 4. Buyer has a good faith belief that disclosure is required or justified; or
  - 5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

### 8.03 *Waiver of Immunity*

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

## ARTICLE 9—MUTUAL WAIVER

### 9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is [date to be inserted at the time of execution].

Buyer  
**City of Seward, Nebraska**  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

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

Phone: \_\_\_\_\_

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

*(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Seller  
**Hyundai Corporation USA**  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: **CHANGHYUN PARK**  
*(typed or printed)*

Title: **PRESIDENT**  
*(typed or printed)*

*(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
**21250 HAWTHORNE BLVD #775**  
**TORRANCE, CA, 90503**  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*



Title: \_\_\_\_\_  
*(typed or printed)*

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

Phone: \_\_\_\_\_

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

**PERFORMANCE BOND FOR PROCUREMENT CONTRACT**

<p><b>Seller</b>                  Name: <b>HYUNDAI CORPORATION USA</b>                  Address <i>(principal place of business)</i>:  <b>21250 HAWTHORNE BLVD #775, TORRANCE, CA, 90503</b></p>	<p><b>Surety</b>                  Name: <b>FIDELITY AND DEPOSIT COMPANY OF MARYLAND</b>                  Address <i>(principal place of business)</i>:  <b>1299 Zurich Way, Schaumburg IL 60196</b></p>
<p><b>Buyer</b>                  Name: <b>City of Seward, Nebraska</b>                  Mailing address <i>(principal place of business)</i>:  <b>537 Main Street, Seward, NE 68434</b></p>	<p><b>Procurement Contract</b>                  Description <i>(name and location)</i>:  <b>Industrial Substation Transformer #2                  2845 Walker Road, Seward, Nebraska</b></p> <p>Procurement Contract Price: <b>\$1,693,650.00</b>                  Effective Date of Procurement Contract:</p>
<p><b>Bond</b>                  Bond Amount: <b>\$1,693,650.00</b>                  Date of Bond:  <i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i>                  Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 15</p>	
<p>Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Seller as Principal</b>                  HYUNDAI CORPORATION USA</p>	<p><b>Surety</b>                  FIDELITY AND DEPOSIT COMPANY OF MARYLAND</p>
<p><i>(Full formal name of Seller)</i></p>	<p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____  <i>(Signature)</i></p>	<p>By:   <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: <u>Samantha Russell, Attorney-In-Fact</u>  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: <u>Attorney-In-Fact</u></p>
<p>Attest: _____  <i>(Signature)</i></p>	<p>Attest:   <i>(Signature)</i></p>
<p>Name: _____  <i>(Printed or typed)</i></p>	<p>Name: <u>Rosa Rivas</u>  <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i></p>	

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Contract, which is incorporated herein by reference.
2. If the Seller performs the Procurement Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
  - 3.2. The Buyer declares a Seller Default, terminates the Procurement Contract, and notifies the Surety; and
  - 3.3. The Buyer has agreed to pay the Balance of the Procurement Contract Price in accordance with the terms of the Procurement Contract to the Surety or to a seller selected to perform the Procurement Contract.
4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Contract;
  - 5.2. Undertake to perform and complete the Procurement Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a contract for performance and completion of the Procurement Contract, arrange for a contract to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Contract Price incurred by the Buyer as a result of the Seller Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:
  - 5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or
  - 5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Contract. Subject to the commitment by the Buyer to pay the Balance of the Procurement Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Contract, actual damages caused by delayed performance or non-performance of the Seller.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Contract, and the Balance of the Procurement Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Procurement Contract Price*—The total amount payable by the Buyer to the Seller under the Procurement Contract after all proper adjustments have been made including allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Contract.
- 14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.
- 14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.
- 14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.
- 14.5. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and changes made to the Procurement Contract.
- 14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Contract.
- 14.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.
15. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

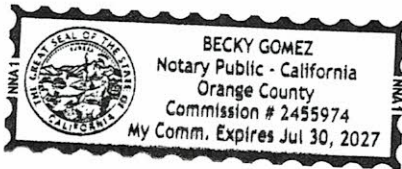
County of Los Angeles

**OCT 29 2025**

On \_\_\_\_\_ before me, Becky Gomez, Notary Public, personally appeared Samantha Russell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

*Becky Gomez*

Signature of Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rosa E. RIVAS, Vanessa FONG, Tracy ASTON, Meghan CURRY, Samantha RUSSELL, Mary L. YOHNKE of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of June, A.D. 2025.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 5<sup>th</sup> day of June, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison  
Notary Public  
My Commission Expires January 27, 2029



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_.

OCT 29 2025



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

B. Consideration of a Change Order to Revise Tariff Conditions and Liquidated Damages

# CHANGE ORDER

No. 1



Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Seward Industrial Substation #2	Owner: City of Seward, Nebraska	Owner's Contract No.: N/A
Contract: Procurement Contract		Date of Contract:
Seller: Hyundai Corporation USA		Engineer's Project No.: 024-05881

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

Description: Tariff conditions and revised liquidated damages.

Attachments: Tariff conditions and revised liquidated damages.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>1,693,650.00</u>	Original Contract Times: Substantial Completion (days or date): <u>None</u> Ready for Final Payment (days or date): <u>None</u>
Contract Price incorporating this Change Order:  \$ <u>1,693,650.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>None</u> Ready for Final Payment (days or date): <u>None</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u>Jerry D. Callaway</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Seller (Authorized Signature)
Title: <u>Group Leader</u>	Title: _____	Title: <u>PRESIDENT</u>
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

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

**EXHIBIT A**  
**Tariff Conditions and Liquidated Damages**

Change Order No. 1 modifies the Contract identified as Industrial Substation Transformer #2 Procurement (the “Contract”) between **City of Seward, Nebraska** (“Buyer”) and **Hyundai Corporation USA** (“Seller”, and together with Buyer, the “Parties”). Except as expressly amended herein, all other terms of the Contract remain in full force and effect.

**A. Recitals**

WHEREAS, the Parties recognize that U.S. government–imposed tariffs on imported power transformers and related components may materially affect the Contract price; and

WHEREAS, the Parties desire to establish a baseline risk allocation, a two-month pre-entry reopener, and objective verification requirements.

WHEREAS, the Sellers desire to revise the liquidated damages to include a limited duration.

NOW, THEREFORE, the Parties agree as follows:

**1. Definitions**

1.1 Assessed Tariff: The aggregate of U.S. government–imposed tariffs, duties, surcharges, and similar imposts assessed and collectible at the time of formal U.S. Customs and Border Protection (“CBP”) entry for the Equipment under this Contract.

1.2 Presidential Executive Order 14326: Introduction of 15% reciprocal tariff on imports from the Republic of Korea effective August 7<sup>th</sup>, 2025

1.3 Entry Date: The date on which the Equipment formally enters the United States for customs purposes (CBP entry).

**2. Price Adjustment Rules (Allocation of Tariff Costs)**

2.1 Seller shall be responsible for reciprocal tariffs introduced under Presidential Executive Order 14326 effective August 7, 2025. Any tariffs newly imposed or increased on or after August 8, 2025, shall be borne by Buyer and reimbursed to Seller upon invoice.

2.2 No Downward Rebate. Except as expressly agreed in a subsequent written amendment, reductions in tariff rates do not give rise to any price decrease, credit, or rebate.

**3. Reopener; Timing and Good-Faith Renegotiation**

3.1 Reopener. No later than 60 calendar days prior to the Entry Date, the Parties shall confer in good faith to review prevailing tariff schedules and credible customs/broker forecasts. If the Parties reasonably determine the Assessed Tariff is expected to exceed 27.25%, they shall negotiate in good faith a change order addressing the incremental tariff exposure above 27.25%.

3.2 Information Exchange. Each Party shall promptly provide reasonable documentation then available to support the anticipated tariff rate at Entry.

#### 4. Verification; Documentation; Payment

4.1 Verification. Any tariff adjustment request must be supported by official CBP entry summaries (e.g., CBP Form 7501), broker invoices, and/or other official documentation evidencing the Assessed Tariff for the Entry.

4.2 Payment Timing. Upward price adjustments shall be reflected in a mutually executed change order and invoiced with supporting documentation; payment shall be made in accordance with the Contract's payment terms.

#### 5. Mitigation and Cooperation

5.1 The Parties shall reasonably cooperate to mitigate tariff exposure, including prudent HTS classification, use of available exclusions/waivers, and timely filings.

5.2 Neither Party shall unreasonably withhold or delay information necessary for the reopener or verification under Section 4.

#### 6. General

6.1 Order of Precedence. In the event of a conflict between this Amendment and the Contract, this Amendment controls solely with respect to tariff-related matters.

6.2 No Other Changes. Except as modified herein, all other terms and conditions of the Contract remain unchanged and in full force and effect.

6.3 Counterparts; Electronic Signatures. This Amendment may be executed in counterparts and by electronic signature, each deemed an original and together constituting one instrument.

#### 7. Liquidated Damages

7.1 Liquidated Damages. Buyer and Seller agree to revise the liquidated damage to include a limited duration of three months after the expired date for delivery of acceptable Goods.

[this section intentionally left blank]

5. Items Related to NMPP Master Agreement for DOE Reporting and Compliance Services  
- City Administrator Butcher



**NMPP** **MEAN** **NPGA** **RCE**

**VIA CERTIFIED MAIL**

**MEMO TO:** Participants in the Master Agreement for DOE Reporting and Compliance Services  
**FROM:** Robert Poehling, Executive Director/CEO  
**DATE:** October 22, 2025  
**SUBJECT:** Official Contract Notice – Master Services Agreement Transition  
**ACTION REQUIRED BY JANUARY 1, 2026**

As you may be aware, your municipality is a participant in the Municipal Energy Agency of Nebraska Master Agreement for Assistance with DOE Reporting and Compliance Services (the “Agreement”). As a participant in the Agreement, your municipality has received assistance with reporting and compliance relating to one or more of the following:

- Form EIA-860 Annual Electric Generator Report
- Form EIA-861 Annual Electric Power Industry Report
- Form EIA-923 Power Plant Operations Report

MEAN is updating its service contract structure to better serve our participants and improve operational efficiency. MEAN is implementing a new Master Services Agreement which will govern non-power supply services including the DOE Reporting and Compliance Services beginning January 1, 2026. As part of this transition, it is necessary to terminate the existing DOE Reporting and Compliance Services agreements and transition participants over to the new Master Services Agreement. Please note, MEAN intends to continue offering the same services it is currently providing without interruption under the new agreement structure. **This letter serves as official notice that the Agreement, and all Exhibits thereto, will be terminated effective January 1, 2026.**

To ensure continued DOE Reporting and Compliance Services, by **January 1, 2026, please execute and return the enclosed Master Services Agreement and Enrollment Form(s) for your desired service(s).** Please note, if you are a participant in multiple services with MEAN, your municipality is only required to enter into one Master Services Agreement, however, an Enrollment Form is required for each individual service your municipality wishes to receive.

If you have any questions, please feel free to call Bruce Doll, Director of Utility Services and Member Relations, at [bdoll@nmppenergy.org](mailto:bdoll@nmppenergy.org) or (402) 473-8259.

**ENCLOSURES:**

- Master Services Agreement
- Enrollment Form(s)
- Frequently Asked Questions (FAQ) Document

## FAQ – MEAN Master Service Agreement

Issued September 30, 2025

### Why does my municipality need to sign a new service contract?

MEAN is undergoing the process of restructuring its service contract procedure with the goal of reducing paperwork and creating administrative ease – both for MEAN staff and our service communities. The initial part of this restructuring effort will require any current service participants to sign new contracts under the restructured format.

### Why is MEAN restructuring its service contract procedure?

Prior to the restructuring, any services offered by MEAN each required lengthy, individual contracts with varying terms. In the hopes of streamlining both the procedure and understanding of our service contracts, the new service contracts model reduces paperwork by ensuring that most fee-based or rate-based services all fall under a universal set of terms and conditions for each type of service, with only minimal terms varying from service to service.

### Is MEAN getting rid of any services or reducing its service offerings?

No. MEAN intends to continue offering the same services following the restructuring efforts, and is hopeful to eventually expand its service offerings.

### What documents does my municipality need to execute?

- For Rate-Based Services, the main contract is your municipality's power supply agreement that has already been executed. Participants under the Legacy SSM agreements, and other certain power supply agreements, may have to execute a simple, one-page addendum adopting a limitation of liability provision.
- For Fee-Based Services, any customer wishing to receive services must execute a one-page Master Services Agreement to become eligible to receive services, and then must execute a one-page Enrollment Form for each service the municipality wishes to enroll in.

### What is the deadline to sign the new service contracts?

All contracts under the previous structure will be terminated or expire as of January 1, 2026. In order to avoid a disruption of service and to avoid incurring new set up fees for any service, please return all new service contracts prior to January 1, 2026. If for some reason your community is unable to return the new contracts by that date, please contact Bruce Doll, Director of Utility Services and Member Relations to make arrangements.

### Where can I find the Master Service Agreement Terms and Conditions or the Scope of Service documents?

These documents can be found on the MEAN website at [www.nmppenergy.org](http://www.nmppenergy.org).

A. Consideration of a Mean Master Services Agreement

**MEAN MASTER SERVICES AGREEMENT**

This Master Services Agreement (this “**Master Agreement**”), is entered into by and between the Municipal Energy Agency of Nebraska (“**MEAN**”) and the undersigned service customer (the “**Customer**”), and shall become effective on the date on which it is duly executed by the parties set forth herein. This Master Agreement sets forth the terms and conditions under which MEAN will offer and provide various utility-related products and services (the “**Services**”) to the Customer.

1. Services. MEAN agrees to make available and provide, and Customer agrees to receive and accept the Services, subject to the terms and conditions set forth in this Master Agreement and the Incorporated Documents (as defined herein).
2. Incorporated Documents. This Master Agreement incorporates by reference the following documents (collectively, the “**Incorporated Documents**”): (a) the MEAN Master Services Agreement Terms and Conditions (the “**Master Terms and Conditions**”), as posted on the MEAN website, as may be amended from time to time pursuant to its terms, (b) the various Scope of Service documents which may be issued by MEAN from time to time during the term of this Agreement, (c) any Enrollment Form duly executed by MEAN and the Customer during the term of this Master Agreement, and (d) such other ancillary documents as may be necessary for the safe, efficient, and cost-effective provision of the Services during the term of this Master Agreement. MEAN and the Customer hereby agree to comply with all applicable provisions contained in the Incorporated Documents as if they were fully set forth herein.
3. Conflicts and Priority. In the event that any terms and conditions set forth in any ancillary document, Enrollment Form, Scope of Service document, the Master Terms and Conditions, or this Master Agreement conflict in any manner, the terms of the documents shall govern in the priority listed in this sentence.
4. Acknowledgement; Effective Dates. Customer has read and understands this Master Agreement and the Incorporated Documents and agrees to be bound hereby. This Master Agreement shall become effective on the date on which it becomes executed by duly authorized representatives of Customer and MEAN, and shall remain in effect as provided in the Master Terms and Conditions.

**MUNICIPAL ENERGY AGENCY OF NEBRASKA**

**CUSTOMER: CITY OF SEWARD, NE**

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

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

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

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

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

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

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

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

B. Consideration of an Enrollment Form for EIA-860, Annual Electric Generator Report

**ENROLLMENT FORM**

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“MEAN”) and the undersigned service Customer (the “Customer”).

<b>SERVICE:</b>	Energy Information Administration (EIA) Reporting Services Assistance With Completion of Form EIA-860, Annual Electric Generator Report
<b>REQUIRED ANCILLARY DOCUMENTS:</b>	Not applicable.
<b>SPECIAL PROVISIONS:</b>	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

**1. Service.** Customer hereby agrees to receive and pay for, and MEAN agrees to provide, the Services identified above, subject to the completion of any ancillary documents as outlined above.

**2. Incorporation.** This Enrollment Form is made part of the MEAN Master Services Agreement entered into between MEAN and the Customer and is subject to the terms and conditions set forth therein and in the MEAN Master Services Agreement Terms and Conditions (the “**Master Terms and Conditions**”) and the relevant Scope of Service document, as posted on the MEAN website. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Master Terms and Conditions.

**3. Conflict.** In the event that the terms and conditions set forth in any relevant ancillary document, Enrollment Form, Scope of Service Document, the Master Terms and Conditions, or the Master Agreement conflict in any manner, the terms and conditions of the document shall govern in the priority listed in this sentence.

**4. Effective Date.** Unless otherwise stated herein or in the corresponding Scope of Service document, this Enrollment Form shall become effective upon the date on which: (a) this Enrollment Form is duly executed by the parties hereto, and (b) any required ancillary document, if any, is duly executed by the parties hereto. This Enrollment Form shall remain in effect until Customer’s participation in the Service is terminated pursuant to and in accordance with the applicable Scope of Service Document and the Master Terms and Conditions.

**MUNICIPAL ENERGY AGENCY OF NEBRASKA**

**CUSTOMER: CITY OF SEWARD, NE**

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

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

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

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

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

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

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

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

C. Consideration of an Enrollment Form for EIA-861, Annual Electric Power Industry Report

**ENROLLMENT FORM**

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“MEAN”) and the undersigned service Customer (the “Customer”).

<b>SERVICE:</b>	Energy Information Administration (EIA) Reporting Services Assistance With Completion of Form EIA-861, Annual Electric Power Industry Report.
<b>REQUIRED ANCILLARY DOCUMENTS:</b>	Not applicable.
<b>SPECIAL PROVISIONS:</b>	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

**1. Service.** Customer hereby agrees to receive and pay for, and MEAN agrees to provide, the Services identified above, subject to the completion of any ancillary documents as outlined above.

**2. Incorporation.** This Enrollment Form is made part of the MEAN Master Services Agreement entered into between MEAN and the Customer and is subject to the terms and conditions set forth therein and in the MEAN Master Services Agreement Terms and Conditions (the “Master Terms and Conditions”) and the relevant Scope of Service document, as posted on the MEAN website. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Master Terms and Conditions.

**3. Conflict.** In the event that the terms and conditions set forth in any relevant ancillary document, Enrollment Form, Scope of Service Document, the Master Terms and Conditions, or the Master Agreement conflict in any manner, the terms and conditions of the document shall govern in the priority listed in this sentence.

**4. Effective Date.** Unless otherwise stated herein or in the corresponding Scope of Service document, this Enrollment Form shall become effective upon the date on which: (a) this Enrollment Form is duly executed by the parties hereto, and (b) any required ancillary document, if any, is duly executed by the parties hereto. This Enrollment Form shall remain in effect until Customer’s participation in the Service is terminated pursuant to and in accordance with the applicable Scope of Service Document and the Master Terms and Conditions.

**MUNICIPAL ENERGY AGENCY OF NEBRASKA**

**CUSTOMER: CITY OF SEWARD, NE**

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

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

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

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

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

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

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

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

6. Consideration of a Request from the Nebraska Liquor Control Commission on Behalf of Squire Ward's LLC for an Address Amendment to Liquor License #124004 - City Administrator Butcher **(Added 3:30P on 11/3)**



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 134627

AMENDMENT TYPE Deletion from Licensed Area	APPLICATION DATE RECEIVED 2025-10-31
PREMISES TYPE Converted	PREMISES NAME Squire Wards
OPERATOR Squire Ward's LLC	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2029-03-31
PHYSICAL ADDRESS 133 N 6th St Seward, NE 68434-2001	
MAILING ADDRESS PO Box 205 Seward, NE 68434-0205 USA	
CONTACT NAME Gregg N Nelson	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 840-9786	ALTERNATE PHONE
FAX	EMAIL GREGG@SOPRIS.NET
PREMISES MANAGER Gregg M Nelson	PREMISES MANAGER EMAIL GREGG@SOPRIS.NET

## QUESTIONS

### **Class C Beer, Wine, Spirits On a**

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

W20 L60 plus an outdoor area of approx. w 20 L 54

2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

0 - the space described above is being deleted from our license

3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. addition to the building, storage area being removed. \*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

The 20x60 building located at 133 N 6th St, Seward, NE, plus the adjoining outdoor area, is being deleted from our license. The building next door, at 127 N 6th St plus the adjoining outdoor area, will now be the only space covered by our license.

4. Is there an outdoor area?

\*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

L34, W20

5. Will a basement be used for alcoholic storage or sale?

No

6. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

One floor. The building is single story with no basement.

7. Explain why this area is being removed or provide any additional information on this change of your licensed area.

Our restaurant has been operating in two adjacent buildings, owned by two different landlords. We have a secure, long term lease for the building at 127 N 6th St. that we wish to keep in operation. The other building at 133 N 6th St. has recently changed ownership and we were unable to negotiate a new lease with the new owners so we are moving out of that building and removing it from our restaurant's licensed area.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Squire Wards LLC Lease Agreement.pdf	
Premises Description & Diagram	Squire Wards - Deleted Area at 133 N 6th St - Area Plan.pdf	

APPLICANT

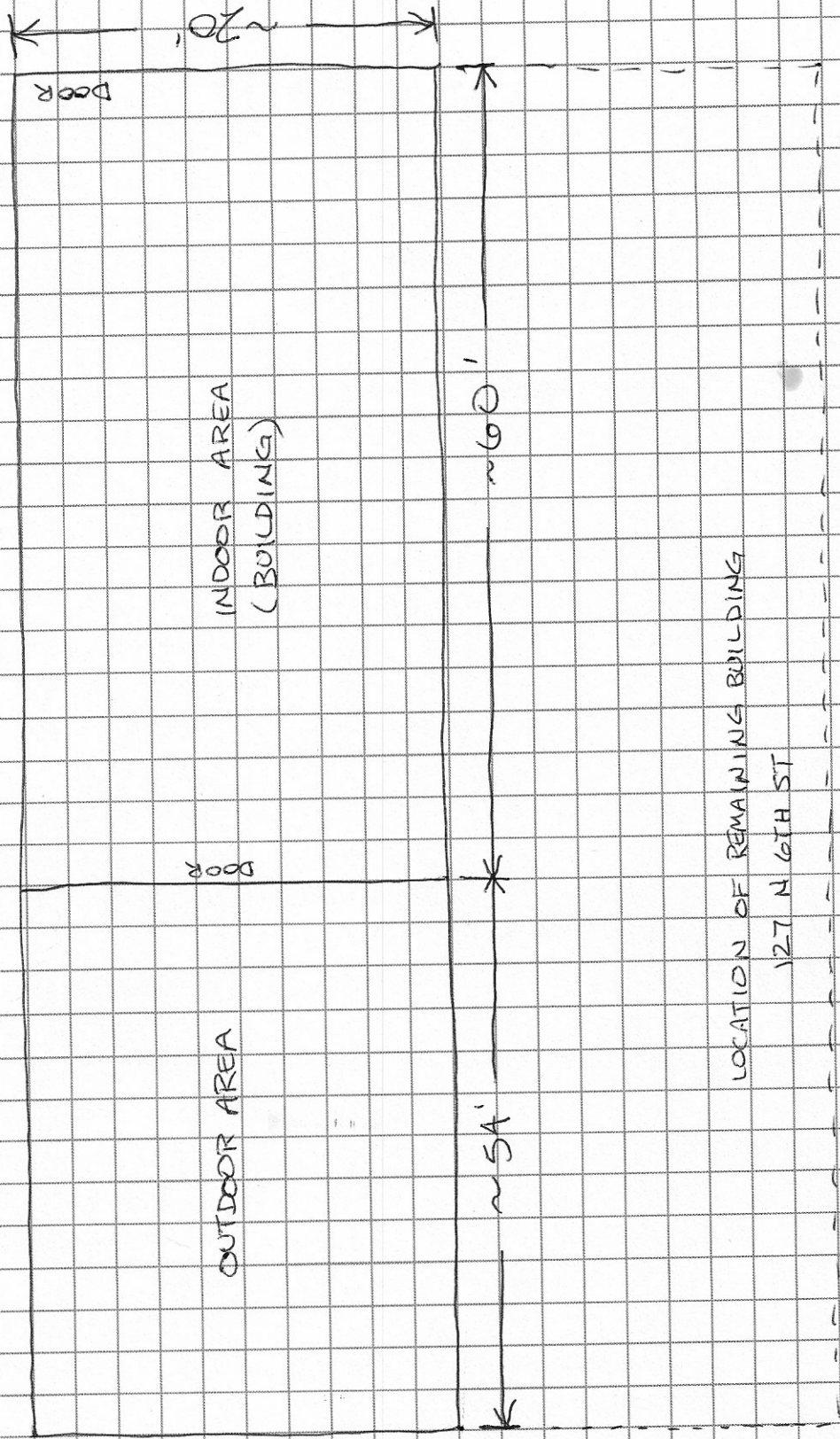
Gregg Nelson

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

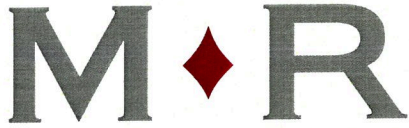
SQUIRE WARDS - DELETED AREA  
 133 N 6TH ST.  
 SEWARD, NE 68434



<b>DESIGN ANALYSIS</b>		COMPUTED BY GN		DATE 10/31/25	SHEET OF
CHECKED BY		JOB NO.		PROJECT SQUIRE WARDS	
SUBJECT DELETED AREA		DESIGN • CONSTRUCTION • RENOVATION			

**BLACK DIAMOND**

7. Consideration of a Tort Claim from Mattson Ricketts on Behalf of Mandy Cutshall (748 N 8th Street) - City Attorney Hoffschneider



MATTSON RICKETTS  
LAW FIRM, LLP

Raymond P. Daugherty  
Jacob C. Garbison  
Reginald S. Kuhn  
Stephen D. Mossman ◊  
Sally A. Rasmussen  
Andrew R. Spader  
J. L. Spray △  
Christina L. Usher ◊  
Patricia L. Vannoy ◊  
Joseph A. Wilkins △

◊ Also Admitted in Colorado  
△ Also Admitted in Iowa

October 7, 2025

VIA EMAIL

The City of Seward, NE  
City Clerk Derek Bargman  
537 Main St.  
Seward, NE 68434  
[Derek.Bargmann@CityofSewardNE.gov](mailto:Derek.Bargmann@CityofSewardNE.gov)

Offices in Lincoln, Nebraska City, and Syracuse

[www.mattsonricketts.com](http://www.mattsonricketts.com)

Kelly Hoffschneider  
City Attorney  
510 Seward St.  
Seward, NE 68434  
[Kelly@Hoffschneiderlaw.com](mailto:Kelly@Hoffschneiderlaw.com)  
[Seward@Hoffschneiderlaw.com](mailto:Seward@Hoffschneiderlaw.com)

RE: Notice of Tort Claim Pursuant to NEB. REV. STAT. § 13-905.

To whom it may concern,

This firm represents Mandy Cutshall in matters related to the sewage backup that occurred in her home located at 748 N 8<sup>th</sup> Street in Seward, Nebraska (the "Premises").

On October 8, 2024, the Premises' finished basement was flooded with filthy sewer water, causing significant property damage to the carpet, drywall baseboard, furniture, and other personal property and fixtures therein. It is Ms. Cutshall's position that this sewage backup would have been prevented had the City of Seward taken reasonable steps to clean and clear its wastewater system prior to the backup.

As a result of the City of Seward's negligence, Ms. Cutshall suffered significant losses to her real and personal property, including the cost of decontaminating of the real property, fixtures, and personal property. Ms. Cutshall seeks monetary damages in an amount not less than \$56,807.72.

2077 N Street, Suite 320  
Lincoln, Nebraska 68510

1

(402) 475-8433 Phone  
(402) 625-0775 Fax

It is my understanding that Ms. Cutchall previously submitted a Claim Form a copy of this Claim Form is attached hereto. Please address any questions or concerns to me. Thank you for your prompt attention to this matter.

Yours very truly,



Jacob C. Garbison  
jcg@mattsonricketts.com

JCG:rkk  
Attachment.



CITY OF SEWARD NEBRASKA  
537 MAIN ST  
PO BOX 38  
SEWARD, NE 68434-0038

PH: 402-643-2928  
FAX: 402-643-6491

### CLAIM FORM

**CONTACT INFORMATION**

Name: Mandy Cutschall Home Phone: 402-540-7563  
 Address: 748 W 8th St, Seward, NE 68434 Business Phone: \_\_\_\_\_  
 Date & Time of Incident: 10-8-24 Cell Phone: \_\_\_\_\_  
 Location of Incident: Home - Basement Email: MandyCutschall2016@gmail.com  
 Type of Incident:  Injured Person  Property Damage  Automobile Accident (Check all that apply)

**INJURED PERSON**

Occupation: \_\_\_\_\_ Employed by: \_\_\_\_\_  
 Did you see a doctor? Yes  No  Doctor's Name: \_\_\_\_\_  
 Were you hospitalized? Yes  No  Hospital: \_\_\_\_\_  
 Describe incident (nature & extent of injury): \_\_\_\_\_  
 \_\_\_\_\_  
 Any Witnesses? \_\_\_\_\_

**PROPERTY DAMAGE**

List Property Damaged: Entire finished Basement - Flooded w Sewage Backup - Due to Main Sewer  
 Age of damaged property: \_\_\_\_\_ Estimated cost of repair: \$56,807.72 *Being Blocked*  
 How was the property damaged? Sewer Main Blocked causing backup of all Drains  
damaging carpet, Drywall Baseboard, furniture, Storage Rooms, Bathroom Cabinet

see book  
←

**AUTOMOBILE ACCIDENT**

Driver, if other than owner: \_\_\_\_\_  
 Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Estimated cost of repair: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Vehicle: (year, make, model) \_\_\_\_\_ Police Notified? Yes  No   
 Your description of the accident: \_\_\_\_\_

**INSURANCE INFORMATION**

Amount of Claim: \$56,807.72 *But we only get 10,000 from insurance*  
 (COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)  
 Your Insurance Company: Kirby Roth - NorthStar Your Insurance Agent: Kirby Roth - Sterling  
 Insurance Company Phone: 402-643-4591 Insurance Agent Phone: 402-643-4591  
 Did you report a claim? Yes  No  Did you receive payment? Yes  No  Deductible: \$1000

*Our Insurance has a Max Payout of 10000 for Sewage*

**ADDITIONAL INFORMATION**

Any other pertinent information: (write on back if more space needed) \_\_\_\_\_  
 \_\_\_\_\_  
 Explain why you feel the City of Seward is responsible: City Main line backed up causing this to happen so I feel they should cover expenses above what our insurance covers.

SIGNATURE OF CLAIMANT: Mandy Cutschall DATE: 10-24-24

Godr Plumbing - 218<sup>23</sup>

Vacuum Rental - 42<sup>97</sup>

Paul Davis Restoration - 5392.07

Insurance Deductible 1000<sup>00</sup>

Remodel - 16,993<sup>54</sup>

Total For Personal Items Lost - 24,135.31

Paul Davis ~~Items~~ Inventory + cleaning - 9025<sup>61</sup>

**all Total \$56,807.72**

Our Insurance only Pays \$10,000<sup>00</sup> for Sewage Backup. I would like The City to cover above and beyond what our Insurance covers as this back up was caused by The City Sewer Backup.

I have included all itemized Bills.

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**Rug Doctor Rental Confirmation**

1 message

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consumer.support@rugdoctor.com <consumer.support@rugdoctor.com>  
To: mandycutshall2016@gmail.com

Tue, Oct 8, 2024 at 8:51 PM



**Thank you for Renting  
from Rug Doctor.**

The Rug Doctor unit is due back in a clean condition to this store before 11:59 pm or close of business (If not open 24 hours) on 10/09/2024. If the rental unit is returned to this Self Rental Kiosk by that time, you will not incur additional charges.

If the Rug Doctor machine is returned late or in a dirty condition, you will incur additional charges as stated in the Rental Terms and Conditions.

**Please keep this rental receipt for your  
records**

<b>Billed To:</b>	Mandy Cutshall	<b>Payment Card:</b>	**** * 0242
<b>Transaction ID:</b>	K273150X00506007	<b>Return Location:</b>	WAL-MART S/C #885

**Rent Date:** 10/08/2024 20:50:43

**Due Date:** 10/09/2024 23:59:59

**Wide Track**

**x1**

**Coupon Savings:**

\$0.00

**Total:**

\$42.97



Add us to your address book  
to stay in loop



Don't hesitate to contact our  
Customer Support

2023 Rug Doctor LLC. All rights reserved.

[Terms & Conditions](#)

[Opt-out of future marketing emails](#)

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**Invoice 1126 due from Codr Plumbing & Excavation LLC - \$0.00**

3 messages

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**Codr Plumbing & Excavation LLC** <notifications@housecallpro.com>  
Reply-To: Codr Plumbing & Excavation LLC <codrplumbing@gmail.com>  
To: mandycutshall2016@gmail.com

Wed, Oct 9, 2024 at 8:04 PM



**Your invoice from Codr Plumbing &  
Excavation LLC**

Hi Mandy,

Thank you for choosing Codr Plumbing & Excavation LLC. Please see attached invoice due upon receipt.

**Job Number:** #1126  
**Service Date:** 10/09/24  
**Customer Name:** Mandy Cutshall  
**Service Address:** 748 N 8th St, Seward, NE 68434

**Services**

camera sewer

Pulled toilet and ran camera through main drain line at this time drain line looked to good and fully functional, found customer had a back water cable present, but was stuck open, otherwise sewer was in good shape with minimal offsets or root intrusions.

Camera sewer

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Subtotal	\$207.22
Bee	\$11.00

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**Total job price** **\$218.22**

**Amount Due** **\$0.00**

PAY ONLINE

Thank You for choosing Codr Plumbing & Excavation LLC and allowing us to bring you the best service one can provide for our local community!  
We greatly Appreciate your business and support!

(402) 641-9572 | codrplumbing@gmail.com

2456 N Columbia Ave, Seward, NE 68434

Terms & Conditions



Codefied Inc.

4180 Wynkoop Street, Suite 310, Denver, CO 80216

By using Housecall Pro services, you agree to the Housecall Pro Terms of Service

[Help Center](#)

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 **invoice-1126.pdf**  
27K

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**Mandy Cutshall** <mandycutshall2016@gmail.com>  
To: Codr Plumbing & Excavation LLC <codrplumbing@gmail.com>

Mon, Oct 14, 2024 at 3:47 PM

Were you able to put together an estimate for that valve in the basement?

[Quoted text hidden]

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**Nathan Codr** <codrplumbing@gmail.com>  
To: Mandy Cutshall <mandycutshall2016@gmail.com>

Mon, Oct 14, 2024 at 8:58 PM

Trevor was going to work on it for you! I just called him to follow up with your quote with him

Thank you,  
Nate Codr  
Owner/ Master Plumber  
Codr Plumbing & Excavation  
402-641-9572

[Quoted text hidden]





PAUL DAVIS RESTORATION - Lincoln  
3641 S. 6th St.  
Lincoln, NE 68502  
Phone: (402)474-1414  
Fax: (402)474-1467  
Federal Tax ID#: 84-1691066

**CUTSHALL\_MANDY\_REP**

**Main Level**

**Office**

**Height: 8'**

394.00 SF Walls	153.71 SF Ceiling
547.71 SF Walls & Ceiling	153.71 SF Floor
17.08 SY Flooring	49.25 LF Floor Perimeter
49.25 LF Ceil. Perimeter	

**Missing Wall**

**3' 3" X 8'**

**Opens into LIVING\_ROOM2**

**Missing Wall**

**2' 6" X 8'**

**Opens into STAIRS**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
<b><u>Walls</u></b>				
1. Remove Paneling	57.00 SF	0.33	0.00	18.81
2. Paneling	76.00 SF	0.00	2.52	191.52
3. 1/2" - drywall per LF - up to 2' tall	39.75 LF	0.00	12.66	503.24
4. Seal/prime (1 coat) then paint (1 coat) the walls	394.00 SF	0.00	0.95	374.30
5. Baseboard - 2 1/4" stain grade	49.25 LF	0.00	3.64	179.27
6. Stain & finish baseboard	49.25 LF	0.00	1.51	74.37
<b><u>Flooring</u></b>				
7. Carpet pad	153.71 SF	0.00	0.62	95.30
8. Carpet	180.42 SF	0.00	3.47	626.06
<b>Totals: Office</b>				<b>2,062.87</b>

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**Stairs** **Height: 14' 3"**

57.68 SF Walls	5.42 SF Ceiling
63.09 SF Walls & Ceiling	10.31 SF Floor
1.15 SY Flooring	5.00 LF Floor Perimeter
4.33 LF Ceil. Perimeter	

**Missing Wall** **2' 6" X 14' 2 15/16"** **Opens into OFFICE**

**Subroom: Stairs1 (2)** **Height: 12' 4"**

80.42 SF Walls	8.33 SF Ceiling
88.76 SF Walls & Ceiling	8.33 SF Floor
0.93 SY Flooring	6.50 LF Floor Perimeter
6.50 LF Ceil. Perimeter	

**Missing Wall** **2' 6" X 12' 4 1/2"** **Opens into STAIRS**

**Missing Wall** **2' 6" X 12' 4 1/2"** **Opens into STAIRS2**

**Subroom: Stairs2 (1)** **Height: 12' 4"**

143.93 SF Walls	15.63 SF Ceiling
159.55 SF Walls & Ceiling	28.85 SF Floor
3.21 SY Flooring	17.96 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

**Missing Wall** **2' 6" X 12' 4 1/2"** **Opens into STAIRS1**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
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**Walls**

9. Seal/prime (1 coat) then paint (1 coat) the walls continous walls from office	282.02 SF	0.00	0.95	267.92
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**Flooring**

10. Carpet pad	47.49 SF	0.00	0.62	29.44
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11. Step charge for "open riser" carpet installation	12.00 EA	0.00	20.22	242.64
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**CONTINUED - Stairs**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
12. Carpet	96.16 SF	0.00	3.47	333.68
Totals: Stairs				873.68

**Bathroom**

**Height: 8'**

272.00 SF Walls	47.69 SF Ceiling
319.69 SF Walls & Ceiling	47.69 SF Floor
5.30 SY Flooring	34.00 LF Floor Perimeter
34.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b><u>Walls</u></b>				
13. 1/2" - drywall per LF - up to 2' tall	34.00 LF	0.00	12.66	430.44
14. Seal/prime (1 coat) then paint (1 coat) the walls	272.00 SF	0.00	0.95	258.40
15. Detach & Reset Bath accessory	3.00 EA	0.00	0.00	53.07
16. Baseboard - 2 1/4" stain grade	34.00 LF	0.00	3.64	123.76
17. Stain & finish baseboard	34.00 LF	0.00	1.51	51.34
<b><u>Cabinets</u></b>				
18. Detach & Reset Vanity top - one sink - cultured marble	2.00 LF	0.00	0.00	128.70
19. R&R Vanity	2.00 LF	8.19	231.97	480.32
<b><u>Plumbing</u></b>				
20. Toilet - Detach & reset	1.00 EA	0.00	263.26	263.26
21. R&R Plumbing fixture supply line	3.00 EA	5.45	21.78	81.69

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**CONTINUED - Bathroom**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
22. R&R P-trap assembly - ABS (plastic)	1.00 EA	8.17	66.55	74.72
<b><u>Doors/Windows</u></b>				
23. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
24. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
25. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38
26. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
27. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
<b><u>Flooring</u></b>				
28. Embossing leveler for vinyl flooring	47.69 SF	0.00	0.86	41.01
29. Linoleum floor covering (sheet goods)	81.00 SF	0.00	7.48	605.88
Totals: Bathroom				3,251.26

**Storage Room1**

**Height: 8'**

178.67 SF Walls  
 209.00 SF Walls & Ceiling  
 3.37 SY Flooring  
 22.33 LF Ceil. Perimeter

30.33 SF Ceiling  
 30.33 SF Floor  
 22.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b><u>Walls</u></b>				
30. Batt insulation - 4" - R13 - unfaced batt	44.67 SF	0.00	0.82	36.63
31. Seal & paint wood shelving, 12"- 24" width	6.50 LF	0.00	4.37	28.41

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**CONTINUED - Storage Room1**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal wood shelving.				
<b><u>Doors/Windows</u></b>				
32. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
33. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
34. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38
35. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
36. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
Totals: Storage Room1				723.71

**Storage Room 2**

**Height: 8'**

326.67 SF Walls	82.04 SF Ceiling
408.71 SF Walls & Ceiling	82.04 SF Floor
9.12 SY Flooring	40.83 LF Floor Perimeter
40.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b><u>Walls</u></b>				
37. Seal & paint wood shelving, 12"- 24" width	15.00 LF	0.00	4.37	65.55
Seal wood shelving.				
<b><u>Doors/Windows</u></b>				
38. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
39. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
40. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38

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**CONTINUED - Storage Room 2**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
41. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
42. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
Totals: Storage Room 2				724.22

**Living Room**

**Height: 8'**

557.74 SF Walls	268.70 SF Ceiling
826.44 SF Walls & Ceiling	268.70 SF Floor
29.86 SY Flooring	69.72 LF Floor Perimeter
69.72 LF Ceil. Perimeter	

**Missing Wall**

**3' 3" X 8'**

**Opens into OFFICE**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Walls</b>				
43. Remove Carpet	243.00 SF	0.30	0.00	72.90
44. Carpet	405.00 SF	0.00	3.47	1,405.35
45. 1/2" - drywall per LF - up to 2' tall	29.22 LF	0.00	12.66	369.93
46. Seal/prime (1 coat) then paint (1 coat) part of the walls	233.74 SF	0.00	0.95	222.05
47. Baseboard - 2 1/4" stain grade	29.22 LF	0.00	3.64	106.36
48. Stain & finish baseboard	29.22 LF	0.00	1.51	44.12
<b>Flooring</b>				
49. Carpet pad	268.70 SF	0.00	0.62	166.59

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**CONTINUED - Living Room**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
50. Carpet	300.75 SF	0.00	3.47	1,043.60
Totals: Living Room				3,430.90

**Shop**

**Height: 8'**

692.00 SF Walls	280.58 SF Ceiling
972.58 SF Walls & Ceiling	280.58 SF Floor
31.18 SY Flooring	86.50 LF Floor Perimeter
86.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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**Walls**

51. 1/2" - drywall per LF - up to 2' tall	43.25 LF	0.00	12.66	547.55
52. Seal/prime (1 coat) then paint (1 coat) part of the walls	346.00 SF	0.00	0.95	328.70
53. Seal & paint wood shelving, 12"- 24" width Seal wood shelving.	23.00 LF	0.00	4.37	100.51

**Cabinets**

54. Countertop - flat laid plastic laminate - Detach & reset	1.50 LF	0.00	17.51	26.27
55. Cabinetry - lower (base) units	1.50 LF	0.00	239.41	359.12

**Doors/Windows**

56. R&R Interior door unit	1.00 EA	20.44	312.90	333.34
57. Door knob/lockset - Detach & reset	1.00 EA	0.00	24.01	24.01
58. Casing - 2 1/4" stain grade	34.00 LF	0.00	3.07	104.38

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**CONTINUED - Shop**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
59. Stain & finish door slab only (per side)	2.00 EA	0.00	56.86	113.72
60. Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	41.61	83.22
<b>Totals: Shop</b>				<b>2,020.82</b>

**Utility Room**

**Height: 8'**

186.67 SF Walls  
 220.25 SF Walls & Ceiling  
 3.73 SY Flooring  
 23.33 LF Ceil. Perimeter

33.58 SF Ceiling  
 33.58 SF Floor  
 23.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Doors/Windows</b>				
61. Install Bifold door set - lauan/mahogany - Double	1.00 EA	0.00	100.62	100.62
<b>Totals: Utility Room</b>				<b>100.62</b>

**Closet**

**Height: 8'**

133.33 SF Walls  
 149.69 SF Walls & Ceiling  
 1.82 SY Flooring  
 16.67 LF Ceil. Perimeter

16.36 SF Ceiling  
 16.36 SF Floor  
 16.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>Walls</b>				
62. 1/2" - drywall per LF - up to 2' tall	8.33 LF	0.00	12.66	105.46

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**CONTINUED - Closet**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
63. Seal/prime (1 coat) then paint (1 coat) part of the walls	66.67 SF	0.00	0.95	63.34
<b>Doors/Windows</b>				
64. Install Bifold door set - lauan/mahogany - Double	1.00 EA	0.00	100.62	100.62
Totals: Closet				269.42

**Debris Removal**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
65. Tandem axle dump trailer - per load - including dump fees	1.00 EA	209.38	0.00	209.38
Totals: Debris Removal				209.38
Total: Main Level				13,666.88
<b>Line Item Totals: CUTSHALL_MANDY_REP</b>				<b>13,666.88</b>

**Grand Total Areas:**

3,023.10 SF Walls	942.38 SF Ceiling	3,965.48 SF Walls and Ceiling
960.50 SF Floor	106.72 SY Flooring	372.10 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	368.63 LF Ceil. Perimeter
960.50 Floor Area	1,029.53 Total Area	2,623.74 Interior Wall Area
1,298.15 Exterior Wall Area	144.24 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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**Summary for Dwelling**

Line Item Total			13,666.88
Material Sales Tax	@	7.500%	494.42
Subtotal			14,161.30
Overhead	@	10.0%	1,416.12
Profit	@	10.0%	1,416.12
<b>Replacement Cost Value</b>			<b>\$16,993.54</b>
<b>Net Claim</b>			<b>\$16,993.54</b>

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Doug Theobald

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**Recap by Room**

Estimate: CUTSHALL\_MANDY\_REP

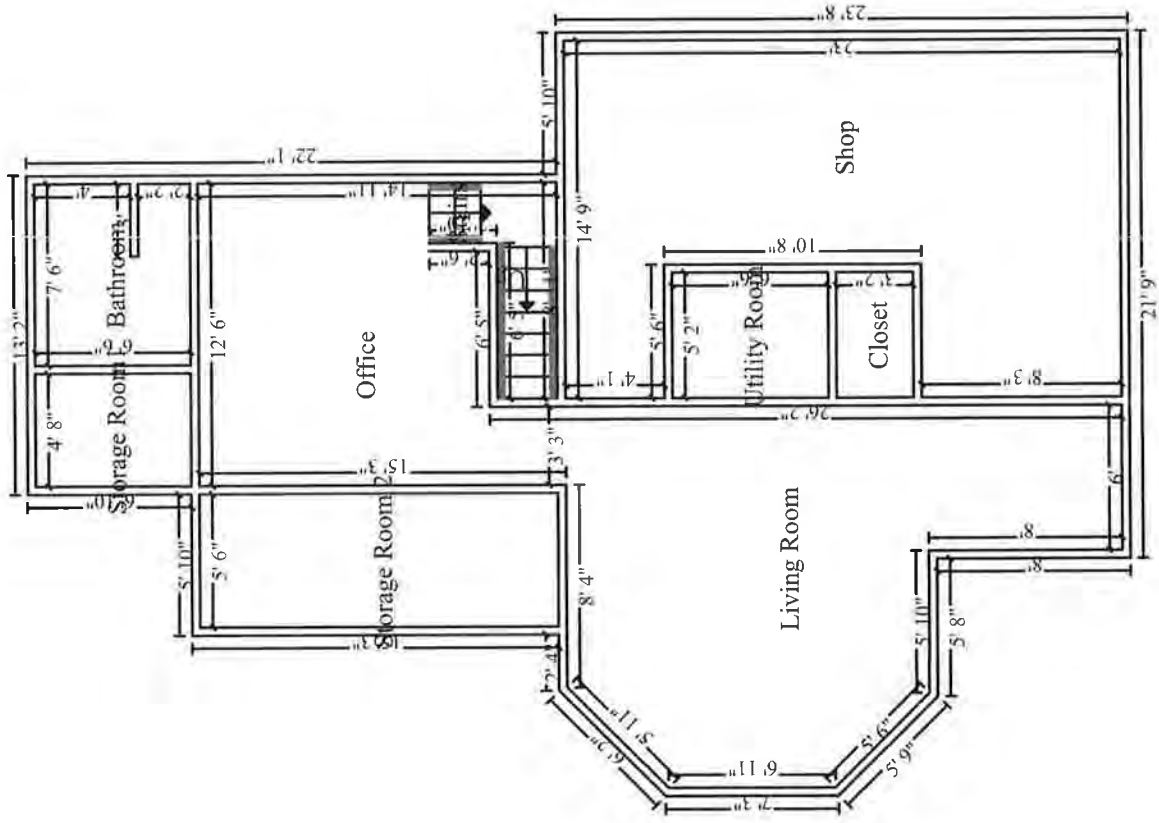
**Area: Main Level**

Office	2,062.87	15.09%
Stairs	873.68	6.39%
Bathroom	3,251.26	23.79%
Storage Room1	723.71	5.30%
Storage Room 2	724.22	5.30%
Living Room	3,430.90	25.10%
Shop	2,020.82	14.79%
Utility Room	100.62	0.74%
Closet	269.42	1.97%
Debris Removal	209.38	1.53%
<hr/>		
Area Subtotal: Main Level	13,666.88	100.00%
<hr/>		
Subtotal of Areas	13,666.88	100.00%
<hr/>		
Total	13,666.88	100.00%

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**Recap by Category**

O&P Items		Total	%
CABINETS		849.33	5.00%
GENERAL DEMOLITION		423.75	2.49%
DOORS		1,452.84	8.55%
DRYWALL		1,956.62	11.51%
FLOOR COVERING - CARPET		3,942.66	23.20%
FLOOR COVERING - RESILIENT		605.88	3.57%
FLOOR COVERING - VINYL		41.01	0.24%
FINISH CARPENTRY / TRIMWORK		826.91	4.87%
FINISH HARDWARE		149.11	0.88%
INSULATION		36.63	0.22%
MARBLE - CULTURED OR NATURAL		128.70	0.76%
PLUMBING		395.15	2.33%
PANELING & WOOD WALL FINISHES		191.52	1.13%
PAINTING		2,666.77	15.69%
O&P Items Subtotal		13,666.88	80.42%
Material Sales Tax	@	494.42	2.91%
Overhead	@	1,416.12	8.33%
Profit	@	1,416.12	8.33%
<b>Total</b>		<b>16,993.54</b>	<b>100.00%</b>



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Federal Tax ID#: 84-1691066

Insured: Mandy Cutshall  
Property: 748 N. 8th St.  
Seward, NE 68434

Estimator: Doug Theobald  
Company: Paul Davis Restoration of Lincoln  
Business: 3641 S. 6th St.  
Lincoln, NE 68502

Business: (402) 474-1414  
E-mail: doug.theobald@pauldavis.com

**Claim Number:**

**Policy Number:**

**Type of Loss:**

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 10/15/2024 2:39 PM

Price List: NELI8X\_OCT24  
Restoration/Service/Remodel  
Estimate: CUTSHALL\_MANDY\_MIT

It has been our pleasure to provide you with the following estimate, based off of criteria set forth by the Institute of Inspection Cleaning and Restoration Certification (IICRC [www.iicrc.org](http://www.iicrc.org)) for the repairs to your structure due to your recent loss. If you should have any questions in regards to this estimate please contact us at the number listed above.

We specialize in restoration services for properties that have been damaged by water, fire, smoke, wind, tornadoes, vandalism, or other catastrophes. Our depth of experience and our commitment to quality service and workmanship mean that you can be confident about the work we perform. Our expert services include:

- Water Damage Repair
- Structural Drying
- Mold Remediation and Prevention
- Fire Damage Repair
- Smoke Removal
- Professional Cleaning and Deodorizing
- Contents Cleaning, Inventory, Moving and Storage
- Structural and Cosmetic Repairs
- Emergency Board-Up and Structural Stabilization
- Roofing

-DOUG THEOBALD

PAUL DAVIS RESTORATION - Lincoln  
 3641 S. 6th St.  
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 Phone: (402)474-1414  
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 Federal Tax ID#: 84-1691066

**CUTSHALL\_MANDY\_MIT**

**Main Level**

**Main Level**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	4.00 HR	0.00	58.68	234.72
2. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor. 2 DHs for 5 days.	10.00 EA	0.00	113.88	1,138.80
3. Tandem axle dump trailer - per load - including dump fees	1.00 EA	209.38	0.00	209.38
<b>Total: Main Level</b>				<b>1,582.90</b>

**Office**

**Height: 8'**

394.00 SF Walls	153.71 SF Ceiling
547.71 SF Walls & Ceiling	153.71 SF Floor
17.08 SY Flooring	49.25 LF Floor Perimeter
49.25 LF Ceil. Perimeter	

**Missing Wall**

**3' 3" X 8'**

**Opens into LIVING\_ROOM**

**Missing Wall**

**2' 6" X 8'**

**Opens into STAIRS**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
4. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	153.71 SF	0.93	0.00	142.95
5. Tear out wet carpet pad, cut/bag - Category 3 water	153.71 SF	0.87	0.00	133.73
6. Tear out baseboard and bag for disposal - up to Cat 3	49.25 LF	1.00	0.00	49.25
7. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	49.25 LF	5.61	0.00	276.29

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**CONTINUED - Office**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
8. Clean floor	153.71 SF	0.00	0.49	75.32
9. Apply anti-microbial agent to the floor	153.71 SF	0.00	0.30	46.11
10. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
<b>Totals: Office</b>				<b>791.77</b>

**Stairs**

**Height: 14' 3"**

57.68 SF Walls	5.42 SF Ceiling
63.09 SF Walls & Ceiling	10.31 SF Floor
1.15 SY Flooring	5.00 LF Floor Perimeter
4.33 LF Ceil. Perimeter	

**Missing Wall**

**2' 6" X 14' 2 15/16"**

**Opens into OFFICE**

**Subroom: Stairs1 (2)**

**Height: 12' 4"**

80.42 SF Walls	8.33 SF Ceiling
88.76 SF Walls & Ceiling	8.33 SF Floor
0.93 SY Flooring	6.50 LF Floor Perimeter
6.50 LF Ceil. Perimeter	

**Missing Wall**

**2' 6" X 12' 4 1/2"**

**Opens into STAIRS**

**Missing Wall**

**2' 6" X 12' 4 1/2"**

**Opens into STAIRS2**

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**CONTINUED - Stairs**

**Subroom: Stairs2 (1)**

**Height: 12' 4"**

143.93 SF Walls	15.63 SF Ceiling
159.55 SF Walls & Ceiling	28.85 SF Floor
3.21 SY Flooring	17.96 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

**Missing Wall**

**2' 6" X 12' 4 1/2"**

**Opens into STAIRS1**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	47.49 SF	0.93	0.00	44.17
12. Tear out wet carpet pad, cut/bag - Category 3 water	47.49 SF	0.87	0.00	41.32
<b>Totals: Stairs</b>				<b>85.49</b>

**Bathroom**

**Height: 8'**

272.00 SF Walls	47.69 SF Ceiling
319.69 SF Walls & Ceiling	47.69 SF Floor
5.30 SY Flooring	34.00 LF Floor Perimeter
34.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
13. Tear out non-salv vinyl, cut & bag - Category 3 water	47.69 SF	2.23	0.00	106.35
14. Tear out baseboard and bag for disposal - up to Cat 3	34.00 LF	1.00	0.00	34.00
15. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00

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**CONTINUED - Bathroom**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
16. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	34.00 LF	5.61	0.00	190.74
17. Clean shower	1.00 EA	0.00	51.44	51.44
18. Clean floor	47.69 SF	0.00	0.49	23.37
19. Apply anti-microbial agent to the floor	47.69 SF	0.00	0.30	14.31
<b>Totals: Bathroom</b>				<b>471.21</b>

**Storage Room1**

**Height: 8'**

178.67 SF Walls  
209.00 SF Walls & Ceiling  
3.37 SY Flooring  
22.33 LF Ceil. Perimeter

30.33 SF Ceiling  
30.33 SF Floor  
22.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
20. Tear out and bag wet insulation - Category 3 water	5.58 SF	1.11	0.00	6.19
21. Interior door slab only - Detach	1.00 EA	0.00	6.97	6.97
22. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00
23. Clean floor	30.33 SF	0.00	0.49	14.86
24. Apply anti-microbial agent to the floor	30.33 SF	0.00	0.30	9.10
25. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
<b>Totals: Storage Room1</b>				<b>156.24</b>

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**Storage Room 2**

**Height: 8'**

326.67 SF Walls  
408.71 SF Walls & Ceiling  
9.12 SY Flooring  
40.83 LF Ceil. Perimeter

82.04 SF Ceiling  
82.04 SF Floor  
40.83 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
26. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00
27. Clean floor	82.04 SF	0.00	0.49	40.20
28. Apply anti-microbial agent to the floor	82.04 SF	0.00	0.30	24.61
29. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
Totals: Storage Room 2				183.93

**Living Room**

**Height: 8'**

557.74 SF Walls  
826.44 SF Walls & Ceiling  
29.86 SY Flooring  
69.72 LF Ceil. Perimeter

268.70 SF Ceiling  
268.70 SF Floor  
69.72 LF Floor Perimeter

**Missing Wall**

**3' 3" X 8'**

**Opens into OFFICE**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
30. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	268.70 SF	0.93	0.00	249.89
31. Tear out wet carpet pad, cut/bag - Category 3 water	268.70 SF	0.87	0.00	233.77
32. Tear out baseboard and bag for disposal - up to Cat 3	69.72 LF	1.00	0.00	69.72

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**CONTINUED - Living Room**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
33. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	69.72 LF	5.61	0.00	391.13
34. Clean floor	268.70 SF	0.00	0.49	131.66
35. Apply anti-microbial agent to the floor	268.70 SF	0.00	0.30	80.61
36. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
Totals: Living Room				1,224.90

**Shop**

**Height: 8'**

692.00 SF Walls  
 972.58 SF Walls & Ceiling  
 31.18 SY Flooring  
 86.50 LF Ceil. Perimeter

280.58 SF Ceiling  
 280.58 SF Floor  
 86.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
37. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	43.25 LF	5.61	0.00	242.63
38. Tear out trim and bag for disposal - up to Cat 3 Door jamb and casing on both sides of door.	51.00 LF	1.00	0.00	51.00
39. Tear out cabinetry - lower (base) units	1.50 LF	9.73	0.00	14.60
40. Clean floor	280.58 SF	0.00	0.49	137.48
41. Apply anti-microbial agent to the floor	280.58 SF	0.00	0.30	84.17
42. Contents - move out then reset	1.00 EA	0.00	68.12	68.12
Totals: Shop				598.00

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**Utility Room**

**Height: 8'**

186.67 SF Walls  
220.25 SF Walls & Ceiling  
3.73 SY Flooring  
23.33 LF Ceil. Perimeter

33.58 SF Ceiling  
33.58 SF Floor  
23.33 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
43. Interior door slab only - Detach	2.00 EA	0.00	6.97	13.94
44. Clean floor	33.58 SF	0.00	0.49	16.45
45. Apply anti-microbial agent to the floor	33.58 SF	0.00	0.30	10.07
Totals: Utility Room				40.46

**Closet**

**Height: 8'**

133.33 SF Walls  
149.69 SF Walls & Ceiling  
1.82 SY Flooring  
16.67 LF Ceil. Perimeter

16.36 SF Ceiling  
16.36 SF Floor  
16.67 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
46. Interior door slab only - Detach	2.00 EA	0.00	6.97	13.94
47. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	8.33 LF	5.61	0.00	46.73
48. Clean floor	16.36 SF	0.00	0.49	8.02
49. Apply anti-microbial agent to the floor	16.36 SF	0.00	0.30	4.91
Totals: Closet				73.60
Total: Main Level				5,208.50
<b>Line Item Totals: CUTSHALL_MANDY_MIT</b>				<b>5,208.50</b>

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**Grand Total Areas:**

3,023.10 SF Walls	942.38 SF Ceiling	3,965.48 SF Walls and Ceiling
960.50 SF Floor	106.72 SY Flooring	372.10 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	368.63 LF Ceil. Perimeter
960.50 Floor Area	1,029.53 Total Area	2,623.74 Interior Wall Area
1,298.15 Exterior Wall Area	144.24 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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**Summary for Dwelling**

Line Item Total			5,208.50
Material Sales Tax	@	7.500%	15.53
Cln Mat Sales Tax	@	7.500%	4.13
Subtotal			5,228.16
Cleaning Total Tax	@	7.500%	163.91
<b>Replacement Cost Value</b>			<b>\$5,392.07</b>
<b>Net Claim</b>			<b>\$5,392.07</b>

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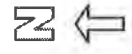
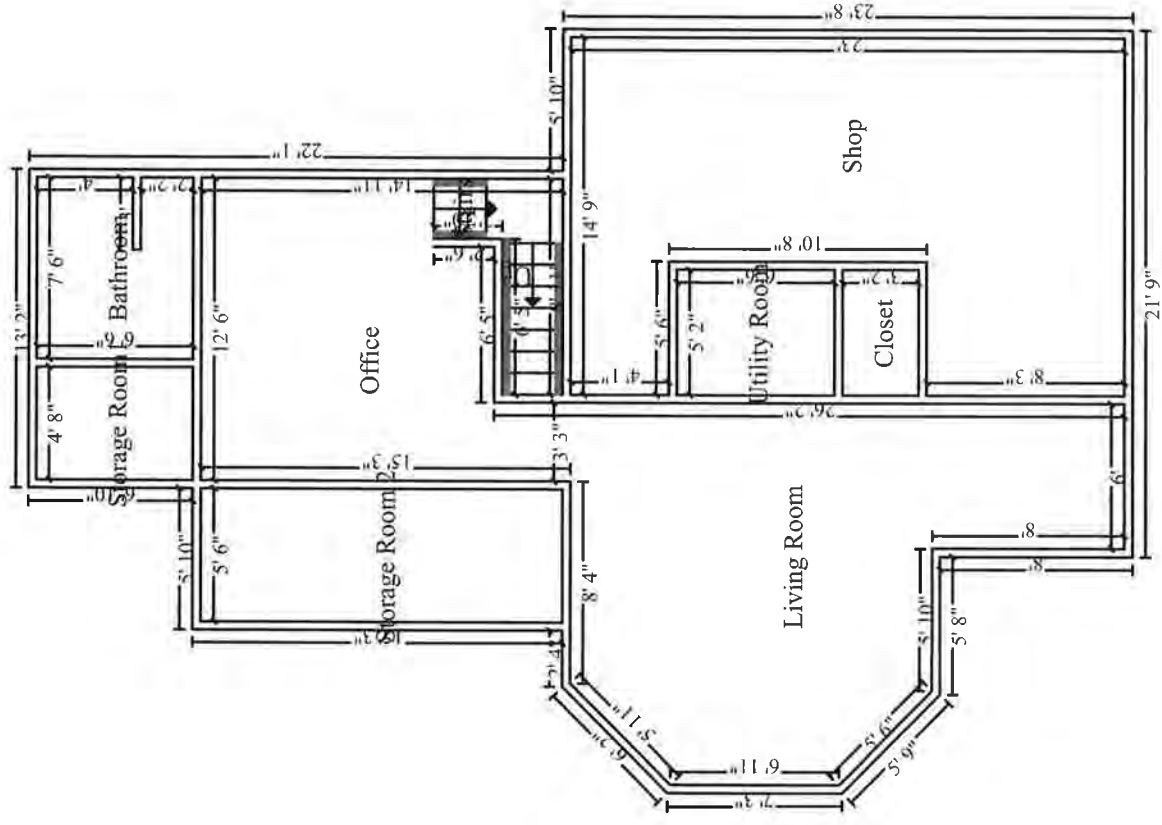
**Recap by Room****Estimate: CUTSHALL\_MANDY\_MIT**

<b>Area: Main Level</b>	<b>1,582.90</b>	<b>30.39%</b>
Office	791.77	15.20%
Stairs	85.49	1.64%
Bathroom	471.21	9.05%
Storage Room1	156.24	3.00%
Storage Room 2	183.93	3.53%
Living Room	1,224.90	23.52%
Shop	598.00	11.48%
Utility Room	40.46	0.78%
Closet	73.60	1.41%
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<b>Area Subtotal: Main Level</b>	<b>5,208.50</b>	<b>100.00%</b>
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<b>Subtotal of Areas</b>	<b>5,208.50</b>	<b>100.00%</b>
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<b>Total</b>	<b>5,208.50</b>	<b>100.00%</b>

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**Recap by Category**

Items	Total	%
CLEANING	498.80	9.25%
CONTENT MANIPULATION	340.60	6.32%
GENERAL DEMOLITION	2,686.84	49.83%
WATER EXTRACTION & REMEDIATION	1,682.26	31.20%
<b>Subtotal</b>	<b>5,208.50</b>	<b>96.60%</b>
Material Sales Tax @ 7.500%	15.53	0.29%
Cln Mat Sales Tax @ 7.500%	4.13	0.08%
Cleaning Total Tax @ 7.500%	163.91	3.04%
<b>Total</b>	<b>5,392.07</b>	<b>100.00%</b>







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**CUTSHALL\_MANDY\_CONT**

**Phase 1: Inventory & Packing**

**Phase 1: Inventory & Packing**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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**INVENTORY OF RESTORABLE TAGGED ITEMS:** Items judged to be restorable that are evaluated, photographed, tagged and inventoried.

1. Evaluate, tag, & inventory miscellaneous - per item	11.00 EA	0.00	9.14	100.54
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**Evaluate restorability, tag, photograph & inventory misc. non-boxed items like furniture, upholstered items, large appliances etc.**

Includes: The labor to tag, affix label/bar code and labor to evaluate item for restorability, photo and inventory recording of item on a per item basis.

Excludes: Cost of label, fastener, and bar code which are added separately. Pre-Packout fire/corrosion mitigation for stabilization and final cleaning are added as separate line items if needed.

Note: Tagged items are commonly used for furniture, appliances, and other non-boxed items that must be identified for restorability and inventoried for proper processing. Multi-pieced items need each piece evaluated and tagged for proper processing. Items must be physically manipulated to exam all sides for damage and to be properly evaluated for process treatment. As this process is done for furniture and appliance type items that are big and bulky it is at least a two person process. One staff member is a supervisor trained in the use of inventory software & tablet, and capable of proper inventory classification and categorization, and who has training in the restorability of all surfaces, materials, and finishes.

2. CONT: PACKING,HANDLNG,STORAGE - TAG ,FASTENER AND PRINTED BAR CODE	11.00 EA	0.00	0.25	2.75
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**INVENTORY OF RESTORABLE BOXED ITEMS:** Items judged to be restorable that are evaluated to determine if it can be restored, photographed, packed and inventoried.

3. Evaluate pack & inventory misc items - per Sml box	45.00 EA	0.00	11.99	539.55
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**CONSUMABLE ITEMS** other than boxes used on PackOut

4. Provide stretch film/wrap	1.00 RL	0.00	28.36	28.36
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5. Provide furniture lightweight blanket/pad	6.00 EA	0.00	9.07	54.42
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**TRUCK LOADING & TRANSPORT FOR PACKOUT:**

6. Moving van (16'-20') and equipment - per day	1.00 EA	0.00	141.12	141.12
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7. Inventory, Packing, Boxing, and Moving charge - per hour	16.00 HR	0.00	43.93	702.88
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**CONTINUED - Phase 1: Inventory & Packing**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Cartage Labor for members of the transport team who transferred inventoried contents items from the damaged property to the vehicle for transport to secure within the contents warehouse for processing				
8. Contents Evaluation and/or Supervisor/Admin - per hour	8.00 HR	0.00	61.99	495.92
Transport Supervisor: Hours for the team Supervisor responsible for the physical transport of contents following contents evaluation/inventory/packing. Responsibilities besides that of being physically working on the transport team include the oversight and coordination of staff involved in the movement of household contents to pack truck and then transport and secure items awaiting processing (as required) to and within the contents warehouse.				
Total: Phase 1: Inventory & Packing				2,065.54

**Total Loss Inventory**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>TOTAL LOSS INVENTORY:</b> Costs associated with the Total Loss Inventory include cartage to the dumpster and all related disposal costs.				
If such total loss Items must be transported for storage by contractor (rather than an immediate on-site disposal) packaging, cartage, transport and holding costs apply and must be charged accordingly.				
9. Inventory, Packing, Boxing, and Moving charge - per hour	8.00 HR	0.00	43.93	351.44
<b>Total Loss Item Cartage:</b> from sorting through loss to site or dumpster.				
10. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	413.04	0.00	413.04
Dumpster to throw non-salvageable contents into for disposal for items on site that was inventoried by insurance company.				
11. Non-Salvage inventory (per item)	117.00 EA	0.00	3.87	452.79
Totals: Total Loss Inventory				1,217.27
Total: Phase 1: Inventory & Packing				3,282.81

**Phase 2: Contents Cleaning**

**Phase 2: Contents Cleaning**

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**CONTINUED - Phase 2: Contents Cleaning**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>CLEANING FOR RESTORABLE TAGGED ITEMS:</b> All cleaning for tagged items is presented in this section.				
12. Deodorization chamber - Ozone treatment	2,800.00 CF	0.00	0.10	280.00
13. Cleaning - Remediation Technician - per hour	20.00 HR	0.00	56.04	1,120.80
<b>CLEANING FOR RESTORABLE BOXED ITEMS:</b> All boxed items cleaned are listed in this section.				
14. Clean bric-a-brac - per Sml box	45.00 EA	0.00	51.34	2,310.30
<b>CONSUMABLE ITEMS:</b>				
15. Provide box, packing paper & tape - small size	45.00 EA	0.00	2.83	127.35
16. Provide stretch film/wrap	1.00 RL	0.00	28.36	28.36
Total: Phase 2: Contents Cleaning				3,866.81

**Laundry**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
<b>LAUNDRY:</b>				
<b>PRESSED &amp; FINISHED</b>				
17. Clean jacket - Full service	1.00 EA	0.00	14.91	14.91
18. Clean blanket - king size - Full service	1.00 EA	0.00	27.66	27.66
Totals: Laundry				42.57
Total: Phase 2: Contents Cleaning				3,909.38

**Phase 3: Storage**

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**CONTINUED - Phase 3: Storage**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
19. Off-site storage vault - per month 1 Crates for estimated 2 months	2.00 MO	0.00	135.00	270.00
<b>Totals: Phase 3: Storage</b>				<b>270.00</b>

**Phase 4: Move Back**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
20. Moving van (16'-20') and equipment - per day	1.00 EA	0.00	141.12	141.12
21. Inventory, Packing, Boxing, and Moving charge - per hour <b>Cartage Labor</b> for members of the transport team who transferred restored contents from storage to the property location.	16.00 HR	0.00	43.93	702.88
22. Provide furniture lightweight blanket/pad	6.00 EA	0.00	9.07	54.42
<b>Totals: Phase 4: Move Back</b>				<b>898.42</b>

**Line Item Totals: CUTSHALL\_MANDY\_CONT** **8,360.61**

Coverage	Item Total	%	ACV Total	%
Dwelling	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	8,360.61	100.00%	9,025.61	100.00%
Dwelling: 2131 J Rd, Unadilla, NE	0.00	0.00%	0.00	0.00%
HOA Coverage A - Dwelling	0.00	0.00%	0.00	0.00%
<b>Total</b>	<b>8,360.61</b>	<b>100.00%</b>	<b>9,025.61</b>	<b>100.00%</b>

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**Summary for Contents**

Line Item Total			8,360.61
Clh Mat Sales Tax	@	7.500%	67.27
Subtotal			8,427.88
Cleaning Total Tax	@	7.500%	597.73
<b>Replacement Cost Value</b>			<b>\$9,025.61</b>
<b>Net Claim</b>			<b>\$9,025.61</b>

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**Recap by Room**

**Estimate: CUTSHALL\_MANDY\_CONT**

<b>Area: Phase 1: Inventory &amp; Packing</b>		<b>2,065.54</b>	<b>24.71%</b>
Coverage: Contents	100.00% =	2,065.54	
<b>Total Loss Inventory</b>		<b>1,217.27</b>	<b>14.56%</b>
Coverage: Contents	100.00% =	1,217.27	
<hr/>			
<b>Area Subtotal: Phase 1: Inventory &amp; Packing</b>		<b>3,282.81</b>	<b>39.27%</b>
Coverage: Contents	100.00% =	3,282.81	
<b>Area: Phase 2: Contents Cleaning</b>		<b>3,866.81</b>	<b>46.25%</b>
Coverage: Contents	100.00% =	3,866.81	
<b>Laundry</b>		<b>42.57</b>	<b>0.51%</b>
Coverage: Contents	100.00% =	42.57	
<hr/>			
<b>Area Subtotal: Phase 2: Contents Cleaning</b>		<b>3,909.38</b>	<b>46.76%</b>
Coverage: Contents	100.00% =	3,909.38	
<b>Phase 3: Storage</b>		<b>270.00</b>	<b>3.23%</b>
Coverage: Contents	100.00% =	270.00	
<b>Phase 4: Move Back</b>		<b>898.42</b>	<b>10.75%</b>
Coverage: Contents	100.00% =	898.42	
<hr/>			
<b>Subtotal of Areas</b>		<b>8,360.61</b>	<b>100.00%</b>
Coverage: Contents	100.00% =	8,360.61	
<hr/>			
<b>Total</b>		<b>8,360.61</b>	<b>100.00%</b>

PAUL DAVIS RESTORATION - Lincoln  
3641 S. 6th St.  
Lincoln, NE 68502  
Phone: (402)474-1414  
Fax: (402)474-1467  
Federal Tax ID#: 84-1691066

**Recap by Category**

<b>Items</b>			<b>Total</b>	<b>%</b>
<b>CONT: GARMENT &amp; SOFT GOODS CLN</b>			<b>42.57</b>	<b>0.47%</b>
Coverage: Contents	@	100.00% =	42.57	
<b>CONT: CLEAN - GENERAL ITEMS</b>			<b>3,711.10</b>	<b>41.12%</b>
Coverage: Contents	@	100.00% =	3,711.10	
<b>CONT: PACKING,HANDLNG,STORAGE</b>			<b>4,193.90</b>	<b>46.47%</b>
Coverage: Contents	@	100.00% =	4,193.90	
<b>GENERAL DEMOLITION</b>			<b>413.04</b>	<b>4.58%</b>
Coverage: Contents	@	100.00% =	413.04	
<b>Subtotal</b>			<b>8,360.61</b>	<b>92.63%</b>
<b>Cln Mat Sales Tax</b>	@	<b>7.500%</b>	<b>67.27</b>	<b>0.75%</b>
Coverage: Contents	@	100.00% =	67.27	
<b>Cleaning Total Tax</b>	@	<b>7.500%</b>	<b>597.73</b>	<b>6.62%</b>
Coverage: Contents	@	100.00% =	597.73	
<b>Total</b>			<b>9,025.61</b>	<b>100.00%</b>

# **Cutshall Non Salvageable Presentation Report**

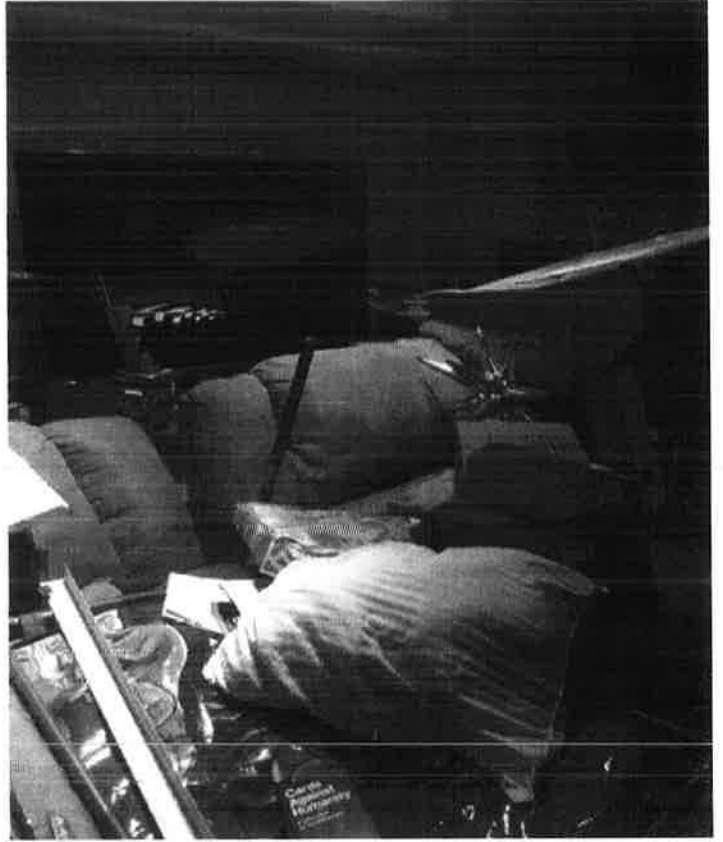
**748 North 8th ST.  
Seward NE 68434  
USA**

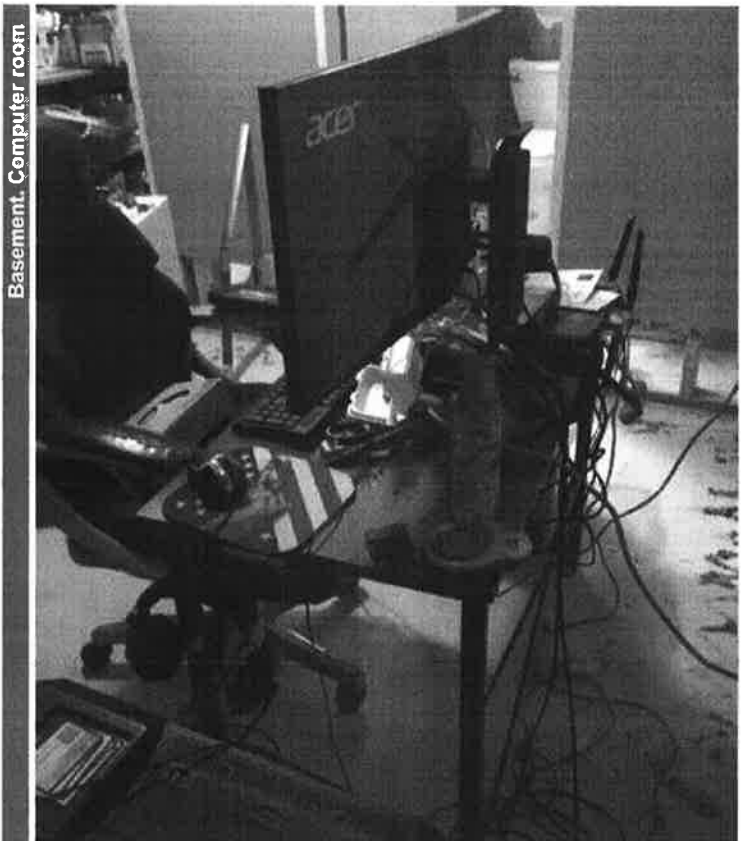
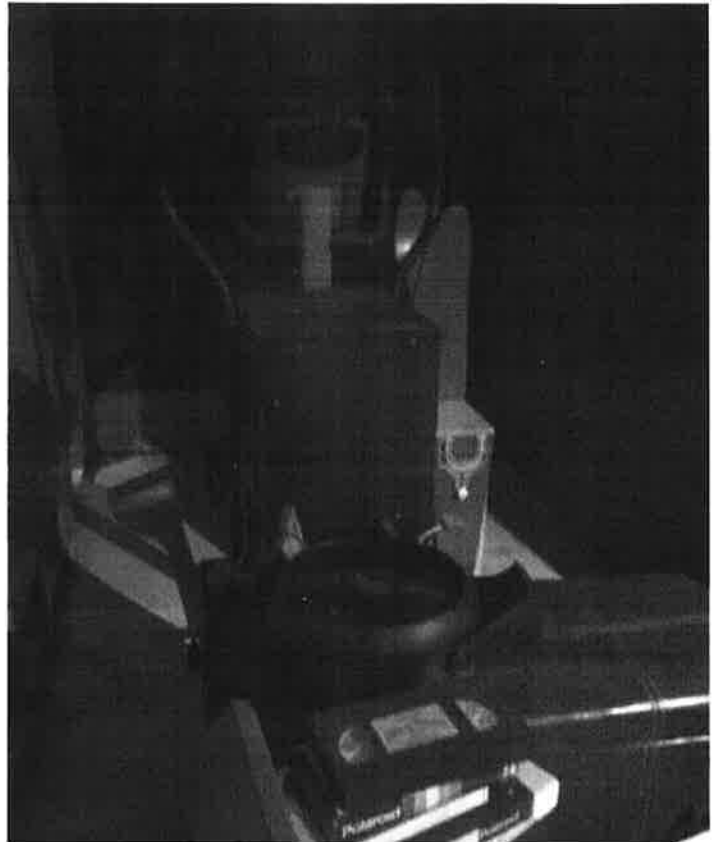
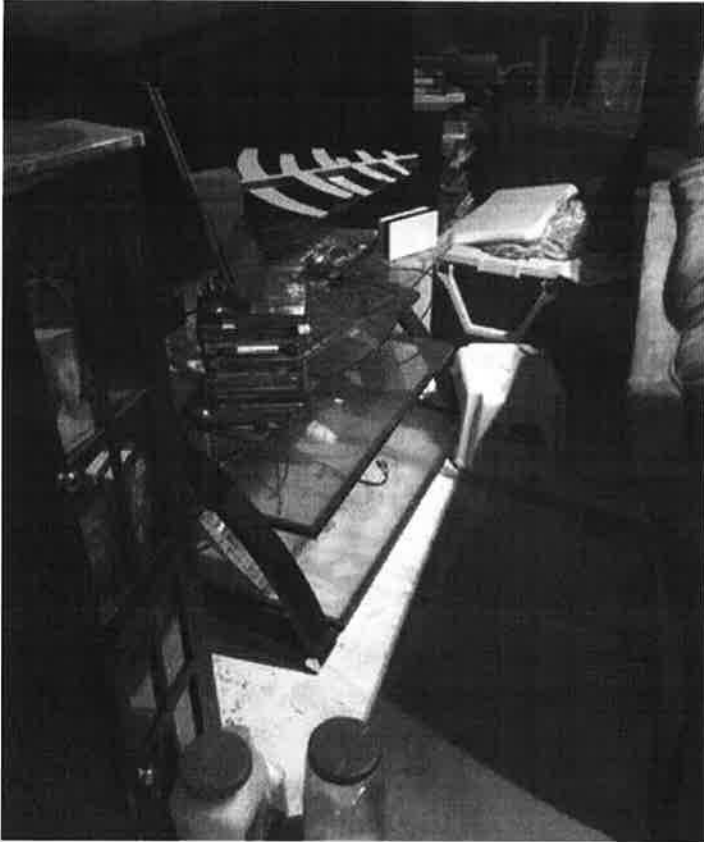
Date of Loss:  
Type of Job: Contents  
Type of Loss: Water  
Insurance Company:  
Adjuster:  
Prepared On: October 21, 2024

**PAULDAVIS**  
RECOVER • RECONSTRUCT • RESTORE

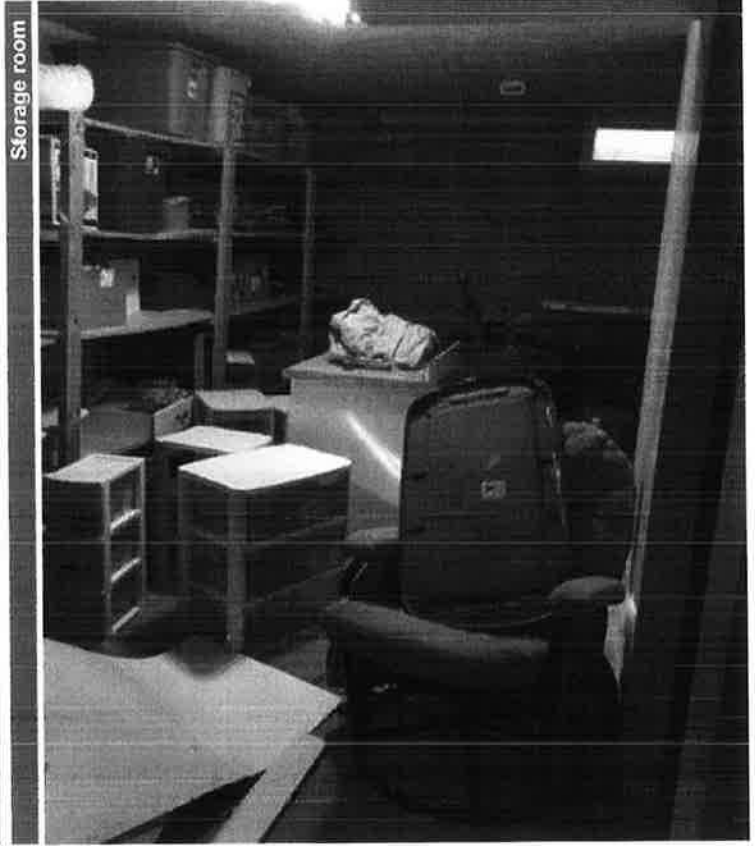
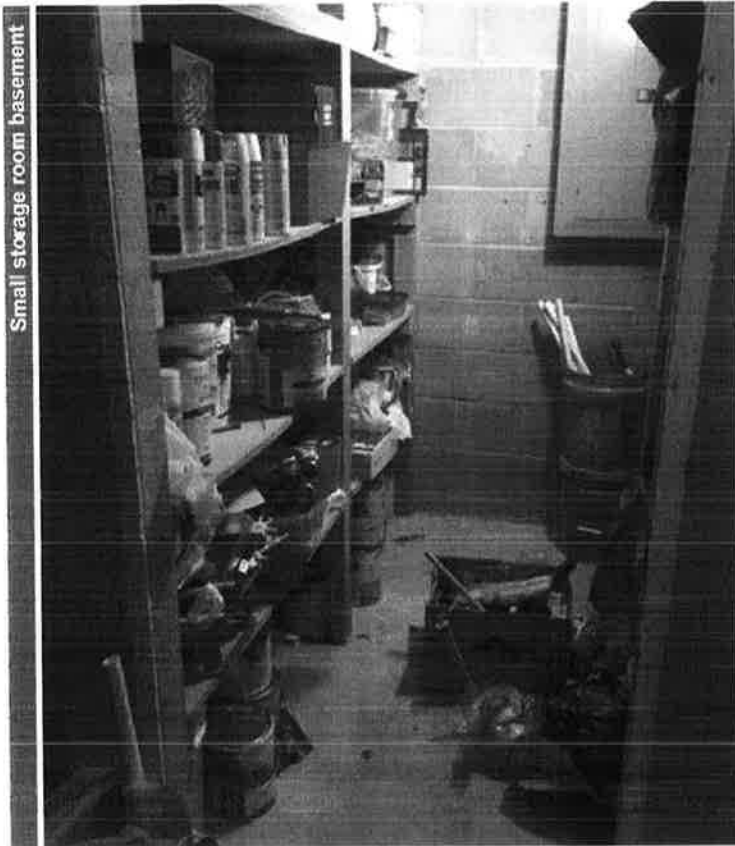
**PDR of Lincoln**  
3641 South 6th Street, Lincoln, Nebraska, US 68502  
Phone:(402) 474-1414

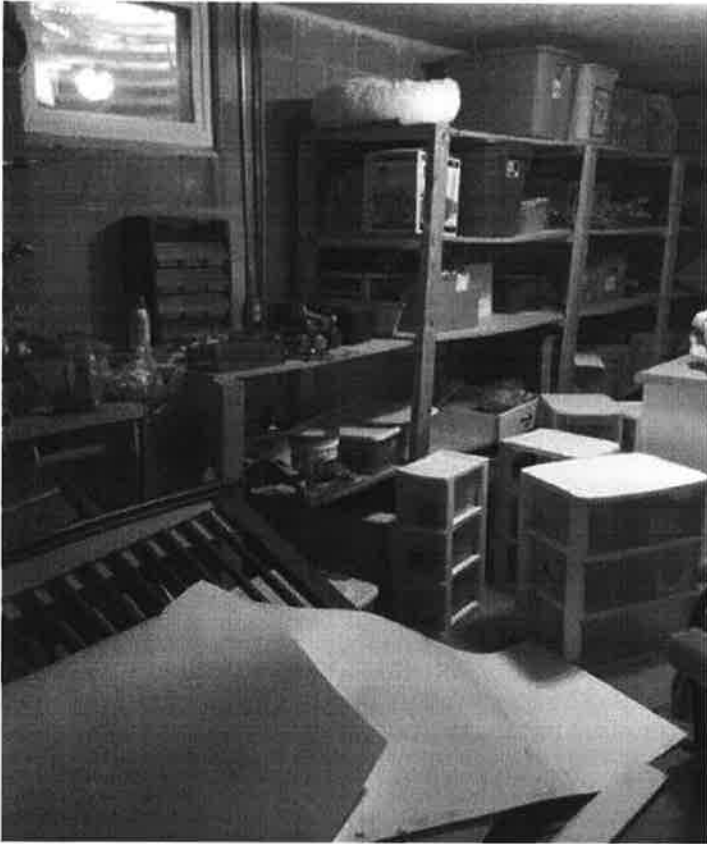
Basement family room

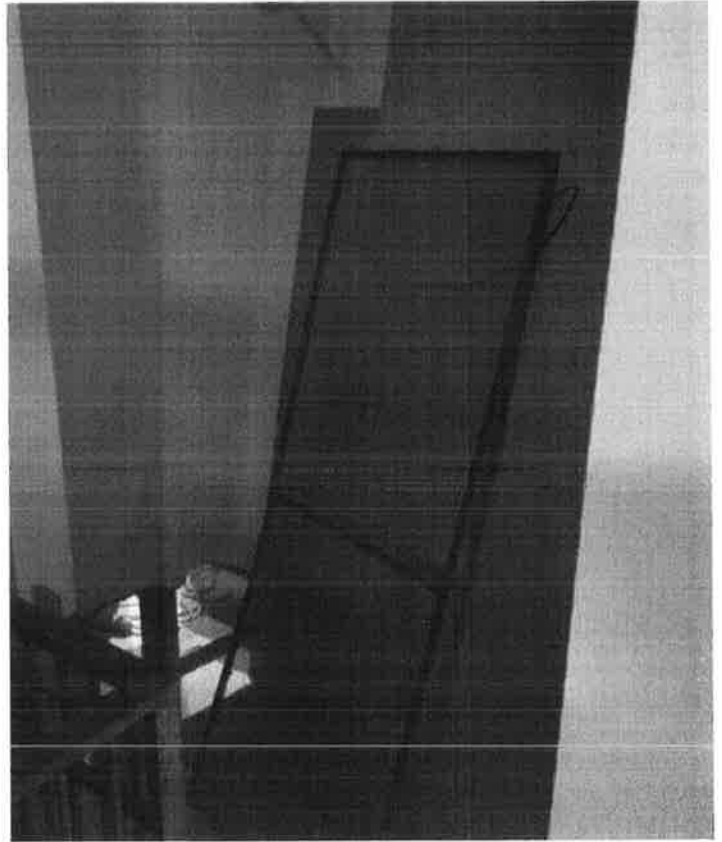




Basement. Computer room







**Throw blankets**

2 | EA

Condition	Total Loss
Room	Basement family room
Location	Loss Location

35<sup>00</sup>  
each  
x 2  

---

70<sup>00</sup>  
Total



**Surround sound system cords**

1 | EA

Condition	Total Loss
Room	Basement family room
Location	Loss Location

50<sup>00</sup>



**Photo frame collage**

*\$29.99*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Honeywell fan**

*16.88*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Target practice game**

*40.00*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Exercise mat**

*21.99 for Bag  
21.98 for Mat  
43.97 Total*

1 | EA

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Wii balanced board**

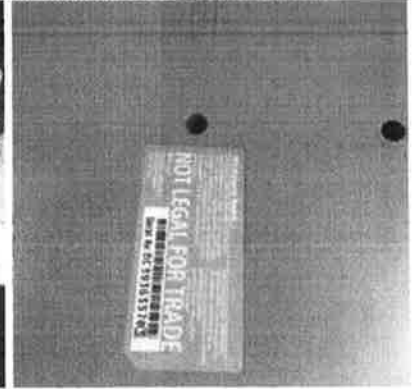
6999

1 | EA

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**



**Side table**

25000

1 | EA

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**



**Extra wide full mirror**

18999

1 | EA

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**



**3 ft decor cabinet**

2 | EA

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**

24913  
x 2  
-----  
49826



**Coffee table with raise up top for storage**

1 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

229<sup>99</sup>



**Rubber face mask**

1 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

39<sup>04</sup>



**Throw blanket**

1 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

28<sup>94</sup>



**Footstool, storage bench**

3 | EA

Condition Total Loss  
Room Basement family room  
Location Loss Location

128<sup>69</sup>  
x 3  
-----  
386<sup>07</sup>



**GE humidifier**

1 | EA

1600

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Serra standard pillow**

1 | EA

1700

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**

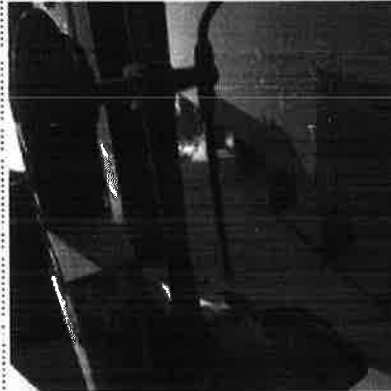


**Golds gym exercise equipment**

1 | EA

39999

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Bose home theater surround sound system**

1 | EA

190000

Condition **Total Loss**  
Room **Basement family room**  
Location **Loss Location**



**Vr oculus gaming system**

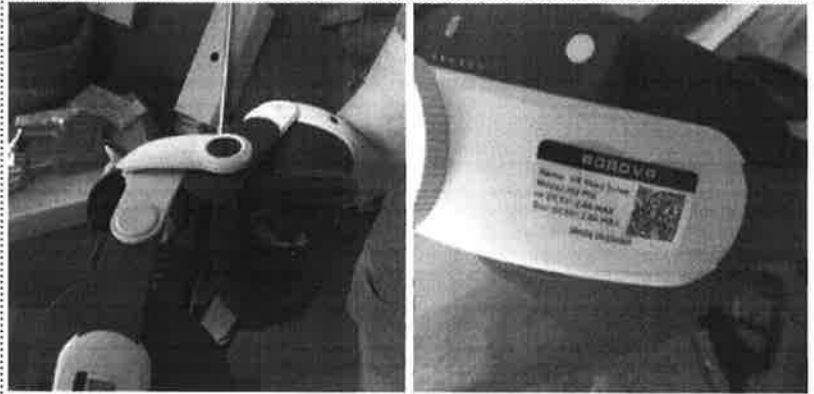
1 | EA

499<sup>99</sup>

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**



**Throw pillows**

3 | EA

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**

1987  
 x 3  
 -----  
 5961 Total



**3 shelf bookcase**

1 | EA

173<sup>18</sup>

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**



**Huskers throw blanket**

1 | EA

48<sup>99</sup>

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**



**Step stool**

1 | EA

2554

Condition **Total Loss**

Room **Basement family room**

Location **Loss Location**



**Bat cave kids toy**

1 | EA

76<sup>zz</sup>

Condition **Total Loss**

Room **Storage room**

Location **Loss Location**



**Cat litter box**

1 | EA

2900

Condition **Total Loss**

Room **Storage room**

Location **Loss Location**



**Alaskan northern lights**

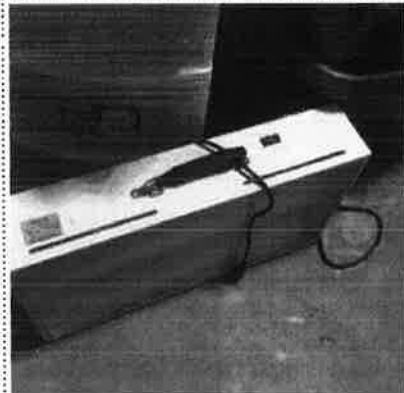
1 | EA

334<sup>00</sup>

Condition **Total Loss**

Room **Storage room**

Location **Loss Location**



**Lakewood box fan**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*2999*



**Ionic pro air purifier**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*16550*



**Bucket**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*1863*



**Cat tree**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

*8999*



**Tv tray**

1 | EA

41<sup>99</sup>

Condition Total Loss  
Room Storage room  
Location Loss Location



**Space toy**

1 | EA

69<sup>96</sup>

Condition Total Loss  
Room Storage room  
Location Loss Location



**Cds**

100 | EA

12<sup>00</sup> x 100  
-----  
1200<sup>00</sup> Total

Condition Total Loss  
Room Storage room  
Location Loss Location



**Thomas and friends kids back pack**

1 | EA

30<sup>00</sup>

Condition Total Loss  
Room Storage room  
Location Loss Location



### Large kids toys

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

200<sup>00</sup>



### Icoaster from magnetix

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

6999



### Hot wheels

50 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

2995 - Buckaroo  
4499 set  
4949 set  
20<sup>00</sup> set  
2899 set  
2197 Truck  

---

19534 Total

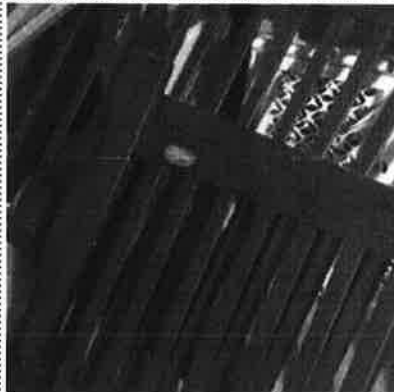


### Simplicity crib

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

478<sup>10</sup>



**Castle toy set**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

7997



**Kids toy**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

4500

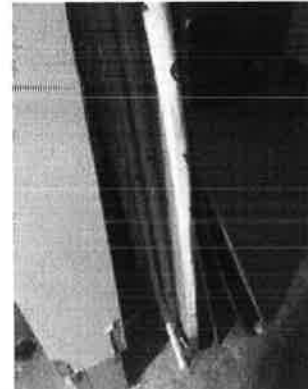


**Ironing board**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

6999



**Lrg 3 drawer storage bins**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

16799



**Broom**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

4487



**Roll of plas-Tex**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

2598



**Queen size headboard and frame**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

24959



**American Eagle picture**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

99<sup>00</sup>



**Fisher price activity toy**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

3500



**Baby gate**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

3900



**Soleus air. Portable air conditioner**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

500<sup>97</sup>



**GE humidifier**

1 | EA

Condition **Total Loss**  
Room **Storage room**  
Location **Loss Location**

16000



**3 drawer storage plastic med**

5 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

*380<sup>00</sup> x 5<sup>-</sup>*  
*190<sup>10</sup> Total*



**Locked lairs and the puzzles that keep them**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

*3244*



**Magcraft magnets**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

*1545*



**Footstool storage bench**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

*12869*

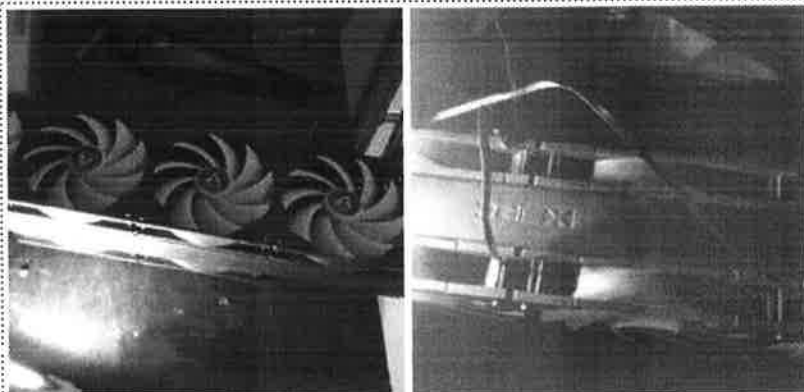


**Artic fan system for computer**

1 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

178<sup>00</sup>



**War hammer. Game, cards, poster**

3 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

60<sup>00</sup>



**Table Cloth**

1 | EA

Condition **Total Loss**  
Category **Linens**  
Room **Basement. Computer room**  
Location **Loss Location**

16<sup>14</sup>



**30 gallon tote with lid**

6 | EA

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

1198  
x 6  
-----  
7188



**Amazon basics Xbox controller**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

4900



**Old spice swagger deodorant 2.6 oz**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

6.97



**Bathroom floor mat**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

22.99



**Books for video games**

5 | EA

Condition **Total Loss**

Brand **Dragonlance, Warhammer**

Room **Basement. Computer room**

Location **Loss Location**

65.00 per book  
325.00 Total

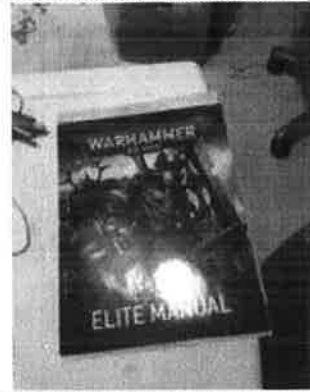


**War hammer manual**

1 | EA

45<sup>00</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**3 drawer plastic storage**

1 | EA

167<sup>99</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**20g totes with lids**

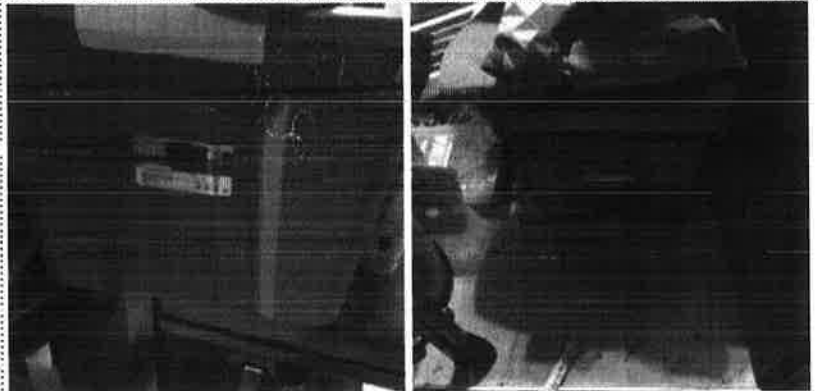
10 | EA

99<sup>7</sup>

x 10

99<sup>20</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**Poke an cards 20 pk**

1 | EA

12<sup>00</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**HDMI cords**

8 | EA

Condition Total Loss

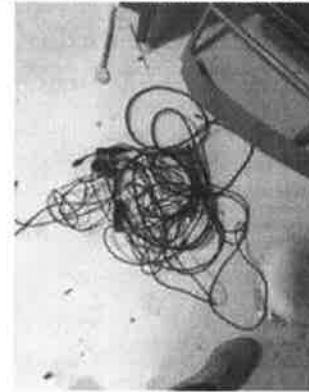
Room Basement. Computer room

Location Loss Location

10<sup>00</sup>  
x 8  

---

80<sup>00</sup>  
Total



**Throw blankets**

4 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

54<sup>99</sup>  
x 4  

---

219<sup>96</sup> Total



**20g clear storage tote with lid**

12 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

18<sup>99</sup>  
x 12  

---

227<sup>88</sup>



**3 drawer storage bin**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

38<sup>07</sup>



**Sterilite show off totes**

6 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

18<sup>18</sup>  
x 6  
-----  
109<sup>08</sup>  
Total



**Star Trek deep space nine model with fiber optic lighting**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

275<sup>00</sup>



**Star Wars Lego set**

2 | EA

Condition	Total Loss
Model	75283
Room	Basement. Computer room
Location	Loss Location

65<sup>99</sup>  
x 2  
-----  
131<sup>98</sup>  
Total



**Dream pairs cleats. Size 11**

1 | EA

Condition	Total Loss
Room	Basement. Computer room
Location	Loss Location

40<sup>00</sup>



**Throw pillows**

3 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*2998  
x 3  
8997 Total*



**Lumisourse gaming chair**

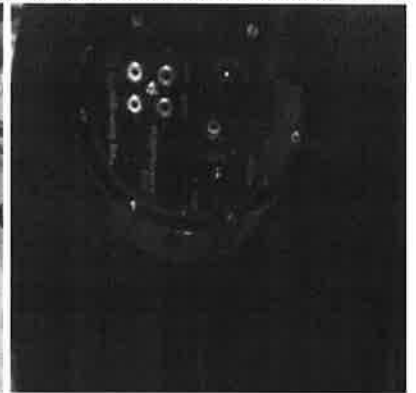
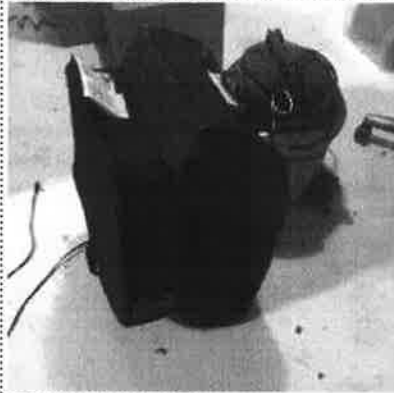
1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*170<sup>00</sup>*



**Portable light**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*2023*



**Canvas paintings**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

*53<sup>80</sup>*



**Igloo cooler**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

3499



**Mini glue gun**

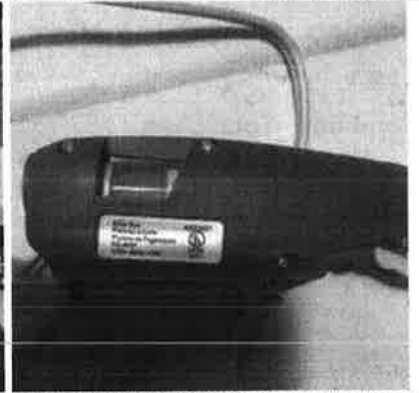
1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

929



**Cyber shoes**

1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

37722



**Roc computer monitor**

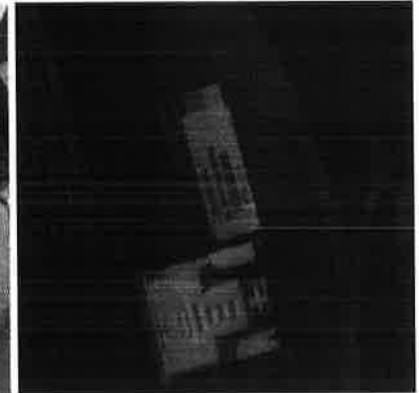
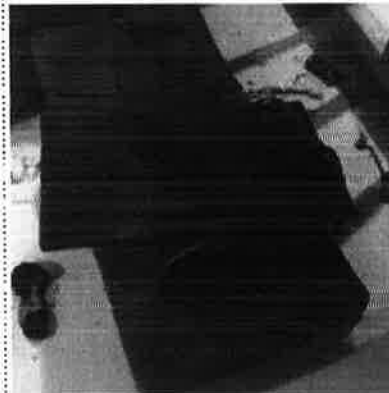
1 | EA

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**

19999



**Action figurines**

5 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

3887  
x5  
194.35



**3 ring binder**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

401



**Lego classic. 900 pieces**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

6499



**Sm stuffed animal**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

1499



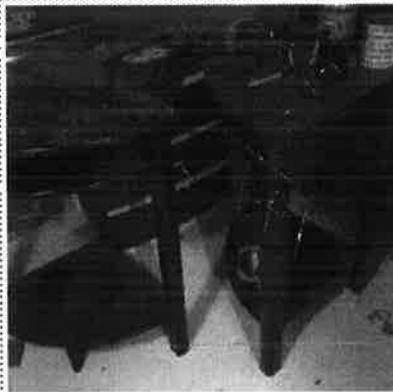
**Corner tables**

2 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

212<sup>99</sup>  
x 2

425<sup>98</sup>  
Total



**Kodia hat**

1 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

89<sup>99</sup>

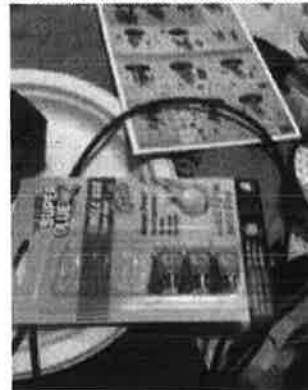


**Super glue single use gel. 6 pk**

1 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

3<sup>99</sup>



**3 drawer storage. Huey duty plastic**

2 | EA

Condition Total Loss  
Room Basement. Computer room  
Location Loss Location

167<sup>99</sup>  
x 2  
335<sup>98</sup>  
Total



**Warhammer magazine**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

45.96



**Lego building books**

4 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

24.99  
x4  
99.96 Total



**Nintendo ds rec room games**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

49.50



**Broom and dust pan**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

35.99



**Lrg storage bench**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

169.99



**Cyclone by lasko fan**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

69.99



**Pbx wired headset**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

69.99



**Black carry case. Maybe for headset**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

39.99



**Squishy pig**

1 | EA

*699*

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**



**Mini glue sticks. 30 ct**

1 | EA

*540*

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**



**Plastic sword**

1 | EA

*2845*

Condition **Total Loss**

Room **Basement. Computer room**

Location **Loss Location**



**Cooler master custom built gaming pc**

1 | EA

*3*

Condition **Total Loss**

Notes **Contact HO of all the parts that went into building it**

Room **Basement. Computer room**

Location **Loss Location**



*2425<sup>00</sup>*

**Wooden craft sticks 1000 ct**

1 | EA

16<sup>99</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**Lego built vehicles**

6 | EA

499<sup>99</sup>  
x 6

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

2999<sup>94</sup>  
Total



**Pot holder**

1 | EA

12<sup>74</sup>

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**



**Water breathing gear**

2 | EA

2495<sup>-</sup>

x 2

Condition **Total Loss**  
Room **Basement. Computer room**  
Location **Loss Location**

4990<sup>90</sup>  
Total



**Rechargeable battery**

1 | EA

26<sup>99</sup>

Condition Total Loss

Room Basement. Computer room

Location Loss Location



**Ceramic decor**

1 | EA

39<sup>99</sup>

Condition Total Loss

Room Basement. Computer room

Location Loss Location



**Shark vacuum**

1 | EA

Condition Total Loss

Room Basement. Computer room

Location Loss Location

249<sup>99</sup>



**Misc painting supplies**

25 | EA

Condition Total Loss

Room Small storage room basement

Location Loss Location

150<sup>00</sup>



**Throw rug**

1 | EA

45<sup>00</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location



**Nerf gun**

1 | EA

20<sup>00</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location



**Mr. Long extension pole**

1 | EA

54<sup>99</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location

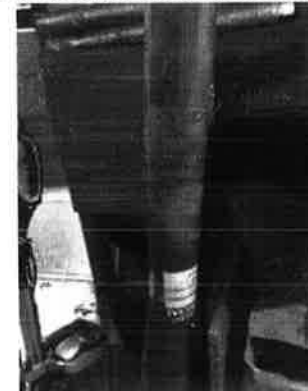


**Vynil flooring**

1 | EA

125<sup>29</sup>

Condition Total Loss  
Room Small storage room basement  
Location Loss Location

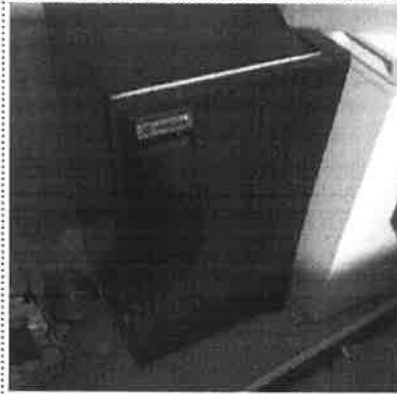


**Abscold mini frig**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

296<sup>96</sup>



**Haier sm freezer**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

249<sup>99</sup>



**Rocker with foot stool**

1 | EA

Condition	Total Loss
Room	Storage room
Location	Loss Location

164<sup>00</sup>



**7 piece reclining sectional, overstuffed, upholstered**

1 | EA

Condition	Total Loss
Room	Basement family room
Location	Loss Location

3499<sup>99</sup>

Items:

Boxes:

118

0

22556.36  
+Tax 1578.95  
24135.31

Sign-Off

I/We confirm that all information on above list is correct and complete.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Contractor

Date

Date

## **CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 10/27/25

The departments are working on the following projects to name a few:

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (seeding), design of 5<sup>th</sup> and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Worked with Kelly Hoffschneider to work on several real estate items related to the Rail Campus and related legal matters.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Jonathan Jank (SCCDP) to update on the status of economic development items.
- Monthly review of financials with Finance Director Golden.
- Attended Trustee's sale for 133 and 139 N. 6<sup>th</sup> Street. Followup conversations with tenant's and property owners.
- Civic Center Planning Meeting w/Commission members and Civic Center Manager to discuss funds and plans for renovation of the main south entryway.
- Met with Jerry Rumery to discuss development and annexation plans and needs.
- Attended meeting with interested parties regarding review of a study for potential development of a new hotel in Seward.
- Attended the Safety Committee Meeting and met with the annual Safety Day Committee to plan for the 2026 Safety Day activities.
- Met with Dr. Fields (SPS) regarding lease terms for the lease of the Legion baseball field.
- Attended the weekly Rotary Meeting to receive recognition award along with Public Properties Director Bob Core for the Seward Bandshell Shade Project.
- Met online with old water tank contractor to plan for the final demolition of the old downtown water tower in 2026 after the final movement of antennas. Significant delays due to paint issues.
- Attended a luncheon with an Agricultural Delegation from Ghana and participated in a discussion on rural government systems.
- Held LB 840 Meeting to update on status of 6<sup>th</sup> Street Café project and Rue 6/Pasta Barn/Squire Wards LLC.
- Reviewed electrical aide to construction costs for Prairie View Phase 2 with Electric Superintendent.
- I was out ill on October 23<sup>rd</sup> and 24<sup>th</sup>.

### **Police Department**

- Meet with Cub Scouts
- Connecting the Dots
- E911 Board
- Football playoff game

### **City Clerk/Human Resources/City Hall**

- Liquor License due by 10/31
- Colonial meetings at City Hall
- March Blizzards meeting with FEMA – finishing last few items
- Connecting the Dots program

### **Water/Wastewater Department**

- Excavate hold for Winwater to install valve near Lincoln and Lindell
- RO 3<sup>rd</sup> Skid final walkthrough with Purpose and Eriksen
- Meeting with Isler Demolition
- Seward GIS meeting

- Safety Committee meeting
- Rumery City Services meeting

### **Parks and Rec/Cemetery/Golf/Pool**

- Rotary lunch on Wednesday
- Halloween Costume Contest at Bandshell
- Fall cleanup of flower beds
- Winterizing restrooms, drinking fountains and concessions

### **Civic Center**

- Matthew Schraz is coming to install new wifi
- Quiz Bowl Wednesday
- H&S coming to re-hook up washer, dryer and ice machine
- Bob Core to remove trees in front yard before winter

### **Electric Department**

- Replace street light wire Columbia and Seward Street
- Sub inspections
- Cherry Lane alley rebuild
- Work with NDOT on relocating power for East Hillcrest Bridge Project
- Meeting on annexation of Rummary property Friday

### **Street Department**

- Tree removal and trimming
- Winter Prep
- Hot mix road repairs
- Start cleaning up back of shop

### **Library**

- Zoom call to wrap up NLA conference details
- Sorting Read Aloud Nebraska books
- Safety Meeting
- Staff Meeting
- Christian nationalism program

### **Building Inspection/Planning Department**

- Planning Commission – November agenda, Nuejahr minor plat, Prairie View 2nd Phase Final Plat.
- City Council – for 11-18-2025 – Prairie View Phase 2 final plat and subdivision agreement, Moving permit. (P&Z will submit public hearing notice to the paper)
- B&Z Check in – Wednesdays 9am – Srb Dairy will be required to have a traffic study.
- Plan Reviews – Laundry Land (old McDonalds) plan review.
- Chapters Bldg. – Week of 10/27, materials were delivered and bracing removed, planning a Wednesday start.
- Dari LLC – Working with Jonathon to find a temporary indoor welding space.
- Horseshoe Bldg. – John is working on getting materials for the temp wall inside the building.
- Rumery – Annexation discussion with Jerry and Tracy, 2pm Friday, Muni Bldg.
- City Hall – Reaching out to Bachman Inc., Environmental Solutions, for idea on inspection of City Hall for asbestos and mold.

### **Engineering**

- Hwy 15 Releaf – planting of 21 trees
- 500k Water Tower – demolition contract change order
- Rail Campus Watermain Extension Phase III

- DARI LLC - Sanitary sewer pipe installation
- Water System Study – develop detailed scope

**Finance Department**

- Work on closing out fiscal year end
- Update LB840 amortization schedules/payoff dates
- Prepare for auditors
- Utility shutoff
- Print utility bills
- Process claims

**Seward Wellness Center**

- Safety Meeting
- Youth Basketball League begins each Saturday through December 20

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION  
ANNOUNCEMENT OF UPCOMING EVENTS  
STRATEGY SESSION**

1. Strategy Session with City Attorney for Real Estate Negotiations - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Memorial Library, and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

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Derek Bargmann, City Clerk

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Date