

Board of Education Special Meeting

Thursday, September 29, 2022 6:20 PM

1. Call to Order

2. Flag Salute

3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

4. Roll Call

4.1. - Excuse Absent Board Members

5. Approval of Agenda

approve the agenda as presented. This motion, made by JC Ourada and seconded by Ryan Harbur, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

6. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

7. Consent Agenda

Motion to approve the Consent Agenda. This motion, made by Alicia Beavers and seconded by Jeff Meads, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

7.1. Elm Creek Public Schools Mission Statement:

At Elm Creek Public Schools we will:

Be Kind

Be Respectful

Be Responsible

Be Trustworthy

Be Accountable

Be Honest

and Give Great Effort.

7.2.

7.3. Claims

8. Information Items

8.1. Policy 2009 Public Participation at Board Meetings

8.2. Roof Repairs over both gyms and main commons area at a total cost of \$38,086.

9. Action Items

9.1. Approve 2022-2023 Elm Creek Schools Budget

Motion to approve Approve 2022-2023 Elm Creek Schools Budget. This motion, made by Jeff Meads and seconded by Ryan Harbur, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.2. Approve 2022-2023 Elm Creek Schools Tax Request

Motion to Approve 2022-2023 Elm Creek Schools Tax Request. This motion, made by JC Ourada and seconded by Jeff Meads, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.3. Policy 2009 Public Participation at Board Meetings

Motion to Approve Policy 2009 Public Participation at Board Meetings. This motion, made by Alicia Beavers and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.4. Roof Repairs over both gyms and main commons area at a total cost of \$38,086.

Motion to Approve Roof Repairs over both gyms and main commons area at a total cost of \$38,086. This motion, made by Alicia Beavers and seconded by Lynette Mitchell, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

10. Next Regular Board Meeting

10.1. Monday, October 10, 2022 at 6:00 p.m.

11. Adjournment

motion to adjourn the meeting at 6:35 PM. This motion, made by Alicia Beavers and seconded by JC Ourada, Passed.

Alicia Beavers: Yea, Morgan Fouts: Yea, Ryan Harbur: Yea, Jeff Meads: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

ELEMENTARY CONSTRUCTION ACCOUNT

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
BD CONSTRUCTION	400036	ADDITION & RENOVATION	08/31/2022	980,146.70
WILKINS ARCHITECTURE	5041	ADDITION & RENOVATION	08/30/2022	7,372.66
				987,519.36

B | D construction

Elm Creek Public Schools
230 East Calkins Avenue
Elm Creek, NE 68836

Invoice 400036
 Draw 4
 Date 9/6/22
 Customer 5009
 Billing Thru: 8/31/2022

Contract: 21-02-025 School Addition and Renovation

Contract Recap:

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	-
Construction to Date	\$	11,426,358.29
Total Completed to Date	\$	2,335,276.63
Retainage	\$	(233,527.66)
Total Earned Less Retainage	\$	2,101,748.97
Less Previous Billings	\$	(1,121,602.27)
		AMOUNT DUE THIS INVOICE
		\$ 980,146.70

Net 10 Days

CSI Division	Description	Quantity	Rate	Amount
01	General Requirements			
01-3100.40	Incidental Const Services			
	Skilled Laborer	15.5	\$ 70.00	\$ 1,085.00
	Laborer	15.5	\$ 55.00	\$ 852.50
	Other Misc Costs			\$ 334.51
01-3100.50	Plan Documents			\$ -
01-3113.10	Sr. Accounting	8.5	\$ 75.00	\$ 637.50
01-3113.20	Accounting	6	\$ 70.00	\$ 420.00
01-3113.30	Construction Op Director		\$ 120.00	\$ -
01-3113.44	Field Operations Director	3	\$ 120.00	\$ 360.00
01-3113.45	Project Engineer		\$ 150.00	\$ -
01-3113.50	Project Manager	25	\$ 85.00	\$ 2,125.00
		1	\$ 105.00	\$ 105.00
01-3113.55	Assistant Project Manager	11.5	\$ 70.00	\$ 805.00
01-3113.60	Superintendent	170	\$ 90.00	\$ 15,300.00
		20	\$ 110.00	\$ 2,200.00
01-3113.80	Project Executive		\$ 155.00	\$ -
01-3300.10	Submittal Exchange			\$ -
01-4126.10	Permits			\$ -
01-4126.99	Permits			\$ -
01-4523.20	Geotech Services			\$ -
01-4523.30	Concrete Testing			\$ -
01-4523.99	Testing & Inspecting Service			\$ -
01-4710.10	Builders Risk Insurance			\$ -
01-5113.10	Temporary Electrical			\$ -
01-5123.10	Temporary Heat			\$ -
01-5133.10	Temporary Telephone			\$ 320.00
01-5136.10	Temporary Drinking Water			\$ -
01-5213.99	Field Office Supplies			\$ -
01-5219.10	Sanitary Facilities			\$ 191.05
01-5600.99	Temporary Barriers			\$ 123.41
01-7419.10	Refuse Collection & Disposal			\$ -
TOTAL GENERAL REQUIREMENTS				\$ 24,858.97

03 Concrete				
03-3000.40	Concrete Reinforcement			
		Materials	\$	1,540.00
03-3000.99	Cast In Place Concrete			
		Subcontractor	\$	216,067.26
TOTAL CONCRETE			\$	217,607.26

04 Masonry				
04-0500.99	Masonry			
		Subcontractor	\$	7,115.00
TOTAL MASONRY			\$	7,115.00

05 Metals				
05-1000.10	Structural Metal Framing			
		Subcontractor	\$	97,203.15
05-1000.20	Structural Steel Erection			
		Subcontractor	\$	512,077.00
TOTAL METALS			\$	609,280.15

06 Carpentry				
06-1000.10	Carpentry			
		Subcontractor	\$	3,222.60
TOTAL CARPENTRY			\$	3,222.60

22 Plumbing				
22-0100.99	Plumbing			
		Subcontractor	\$	164,336.07
TOTAL PLUMBING			\$	164,336.07

26 Electrical				
26-0500.99	Electrical			
		Subcontractor	\$	35,803.00
TOTAL ELECTRICAL			\$	35,803.00

60 Design				
60-1000.99	Survey		\$	1,334.57
TOTAL DESIGN			\$	1,334.57

70 OTHER USER DEFINED				
70-1000.20	Equipment Fuel		\$	86.61
70-1000.99	Mileage			
		Week of 7/25/22 - BD33	210	\$0.535 \$ 112.35
		Week of 8/1/22 - BD33	120	\$0.535 \$ 64.20
		BD9	37	\$0.535 \$ 19.80
		Week of 8/8/22 - BD33	170	\$0.535 \$ 90.95
		BD9	31	\$0.535 \$ 16.59
		Week of 8/15/22 - BD33	180	\$0.535 \$ 96.30
		Week of 8/22/22 - BD33	180	\$0.535 \$ 96.30
70-7000.99	Equipment		\$	-
		<u>BD Equipment</u>		
		Office Trailer (mo)	1	\$650.00 \$ 650.00
		Storage Trailer (mo)	1	\$160.00 \$ 160.00
		Skid Steer (mo)	1	\$1,395.00 \$ 1,395.00
		Fork Lift (mo)	1	\$2,400.00 \$ 2,400.00
TOTAL OTHER USER DEFINED			\$	5,188.10

INVOICE SUB TOTAL	\$	1,068,745.72
CONTRACTOR FEE	\$	20,306.17
TOTAL COMPLETED TO DATE	\$	1,089,051.89
RETAINAGE	\$	(108,905.19)
AMOUNT DUE THIS INVOICE	\$	980,146.70

Contract Summary:

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	-
Construction to Date	\$	11,426,358.29
Invoiced Amount	\$	2,335,276.63
Remaining Amount	\$	9,091,081.66

Billed Percent		20%
RETAINAGE Balance	\$	233,527.66

Approved By:

Name: *Kent Cordes*
 Kent Cordes, Project Manager

Date: 9/6/2022

Name: *Linette Butler*
 Linette Butler, General Manager

Date: 9/6/2022

Name: 
 Wilkins ADP

Date: 9/7/2022

Thank you for choosing BD Construction, Inc./Kearney

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

09-06-2022

Page 1

All Invoices

Invoice	Invoice Date	Description	Original Amount
21-02-025 Elm Creek Public Schools			
01-3100-40 Incidental Const Services			
2028 Builders Warehouse			
PO Box 1895			
Kearney NE 68848-1895			
1441300	07-15-2022	adhesive/caulking gun	60.32
1445392	07-28-2022	sledge hammer/wire cutters	44.67
14035 NAPA the Parts Store			
P.O. Box 326			
Kearney NE 68848			
639572	08-18-2022	switch	14.97
23215 Winnelson Corporaton			
2621 West 24th Street			
Kearney NE 68847			
383861 03	06-16-2022	qwik cap	26.30
CSI Total			146.26*
01-5133-10 Temporary Telephone (Cell Phon			
6545 First National-9948-MR			
PO Box 2818			
Omaha NE 68103			
2022-07-12	07-12-2022	Verizon 5-21-22 to 6-20-22	160.00
2022-08-12	08-12-2022	Verizon 6-21-2022 to 7-20-2022	160.00
CSI Total			320.00*
01-5219-10 Sanitary Facilities			
3127 Comfy Bowl Inc			
PO Box 274			
Gibbon NE 68840			
85660	08-01-2022	porta jon rental	191.05
CSI Total			191.05*
01-5600-99 Temporary Barriers and Enclosu			
23215 Winnelson Corporaton			
2621 West 24th Street			
Kearney NE 68847			
383791 01	06-14-2022	roof drain extension	59.66

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

09-06-2022

Page 2

All Invoices

Invoice	Invoice Date	Description	Original Amount
21-02-025 Elm Creek Public Schools			
01-5600-99			
23215 Winnelson Corporaton			
2621 West 24th Street			
Kearney			
		NE 68847	
383861 01	06-14-2022	roof drain supplies	63.75
		CSI Total	123.41*
03-2000-99 Concrete Reinforcing			
3036 Concrete Industries Inc			
PO Box 80268			
Lincoln			
		NE 68501	
CI 416648	07-19-2022	Draw-ECS	1,540.00
		CSI Total	1,540.00*
03-3000-99 Cast In Place Concrete			
2249 Bigzbys Concrete, Inc			
121 Kaufman Ave			
Grand Island			
		NE 68803	
ECS-01	08-17-2022	Draw 01-ECS	216,067.26
		CSI Total	216,067.26*
04-2000-99 Unit Masonry			
13371 Masonry Unlimited LLC			
306 East 6th Street			
Kearney			
		NE 68847	
ECS-02	08-19-2022	Draw 02-ECS	7,115.00
		CSI Total	7,115.00*
05-1000-20 Structrual Steel Erection			
2028 Builders Warehouse			
PO Box 1895			
Kearney			
		NE 68848-1895	
1449389	08-10-2022	flat washers	33.09
1451778	08-17-2022	washers/fasteners	31.90

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

09-06-2022

Page 3

All Invoices

Invoice	Invoice Date	Description	Original Amount
21-02-025 Elm Creek Public Schools			
05-1000-20			
19317		Schroeder Steel Inc 703 10th Avenue Kearney	NE 68845
ECS-01	08-24-2022	Draw 01-ECS	97,203.15
			CSI Total 97,268.14*
05-1000-99 Structural Metal Framing			
1151		Apollo Steel Company 7200 Amanda Rd Lincoln	NE 68507
A1 19140	08-24-2022	Draw-ECS	512,077.00
10115 Jack Lederman Co., Inc. 1901 5th Avenue Keatney			
99810	07-19-2022	W8" x 24# beam	123.26
			CSI Total 512,200.26*
06-1000-10 Rough Carpentry			
2000		BD Construction Inc/Kearney PO Box 726 Kearney	NE 68848
400035	08-20-2022	Draw 02-ECS SP	3,222.60
			CSI Total 3,222.60*
22-0100-99 Operation & Maint - Plumbing			
1011		Anderson Bros. Elec., Plbg.Htg PO Box 159 Kearney	NE 68848-0159
ECS-04	08-18-2022	Draw 04-ECS	164,336.07
			CSI Total 164,336.07*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

09-06-2022

Page 4

All Invoices

Invoice	Invoice Date	Description	Original Amount
21-02-025 Elm Creek Public Schools			
26-0500-99 Common Work Results for Electr			
11342 Kidwell			
3333 Folkways Circle			
Lincoln NE 68504			
201888	08-19-2022	Draw 03-ECS	35,803.00
			CSI Total 35,803.00*
60-1000-99 Survey (Site Plan)			
15157 Oak Creek Engineering			
PO Box 1209			
Kearney NE 68848			
22-165	08-06-2022	construction staking-ECS	1,334.57
			CSI Total 1,334.57*
70-1000-20 Equipment Fuel			
6516 First National-0606-NO			
PO Box 2818			
Omaha NE 68103			
2022-08-08	08-08-2022	forklift fuel	21.32
2022-08-11	08-11-2022	fuel-bobcat	65.29
			CSI Total 86.61*
Report Totals:			1,039,754.23*



Project: Elm Creek Public Schools
Location: Elm Creek, NE
Date: August 31, 2022

Total Sheet

CSI	Description	Cont. / Supplier	Estimate	Billed to Date	Balance to Finish	Draw 4
01-0000-00	Pre-Construction General Conditions		\$ 28,700.00	\$ 28,555.00	\$ 145.00 99%	\$ -
-2	01-3113-10 Sr. Accounting		\$ 150.00	\$ -	\$ 150.00	
1	01-3113-20 Accounting		\$ 280.00	\$ 385.00	\$ (105.00)	
3	01-3113-30 Sr. Estimating		\$ 14,400.00	\$ 26,700.00	\$ (12,300.00)	
14	01-3113-75 Contract Administration		\$ 1,470.00	\$ 1,470.00	\$ -	
15	01-3113-80 Project Executive		\$ 12,400.00	\$ -	\$ 12,400.00	
17						
01-0000-00	General Conditions		\$ 518,823.78	\$ 104,581.12	\$ 414,242.66 20%	\$ 22,448.99
19	01-3113-10 Sr. Accounting		\$ 11,700.00	\$ 1,762.50	\$ 9,937.50	\$ 637.50
22	01-3113-20 Accounting		\$ 10,920.00	\$ 1,750.00	\$ 9,170.00	\$ 420.00
24	01-3113-30 Sr. Estimating		\$ -	\$ -	\$ -	
27	01-3113-85 Field Operations Manager		\$ 37,440.00	\$ 3,480.00	\$ 33,960.00	\$ 360.00
28	01-3113-50 Project Manager		\$ 127,880.00	\$ 31,765.00	\$ 96,115.00	\$ 2,230.00
30	01-3113-55 Assistant Project Manager		\$ -	\$ 10,360.00	\$ (10,360.00)	\$ 805.00
32	01-3113-60 Superintendent		\$ 287,950.00	\$ 50,890.00	\$ 237,060.00	\$ 17,500.00
	Mileage (Sup. And Admin.)		\$ 2,028.78	\$ 868.87	\$ 1,159.91	\$ 496.49
44	01-3113-70 Safety Consultant		\$ 2,925.00	\$ -	\$ 2,925.00	
47	01-3113-75 Contract Administration		\$ 1,400.00	\$ 992.25	\$ 407.75	
49	01-3113-80 Project Executive		\$ 36,580.00	\$ 2,712.50	\$ 33,867.50	
01-0000-00	General Requirements		\$ 217,175.00	\$ 39,909.51	\$ 177,265.49 18%	\$ 8,809.24
53	01-3100-40 Incidental Construction Services		\$ 27,000.00	\$ 5,845.11	\$ 21,154.89	\$ 2,272.01
54	01-3100-50 Plan Documents		\$ 5,000.00	\$ 1,500.00	\$ 3,500.00	
55	01-3300-10 Electronic Shop Drawing Reviewal Process	Submittal Exchange	\$ 12,500.00	\$ 12,000.00	\$ 500.00	
56	01-4126-10 Permits		\$ 5,000.00	\$ 2,254.10	\$ 2,745.90	
57	01-4126-20 Fire Marshall Permit	Fire Marshall	\$ 500.00	\$ -	\$ 500.00	
58	01-4523-10 Soil Compaction	Allowance	\$ 15,000.00	\$ -	\$ 15,000.00	
64	01-4523-20 Geotech services / site investigation	Allowance	\$ 4,500.00	\$ -	\$ 4,500.00	
65	01-4523-30 Concrete Testing	Included in Soil testing above	\$ -	\$ -	\$ -	
66	01-4710-10 Builders Risk Insurance	OWNER	\$ -	\$ -	\$ -	
68	01-5113-10 Temporary Electrical	OWNER	\$ -	\$ -	\$ -	
69	01-5113-10 Power Office Trailer		\$ 1,500.00	\$ -	\$ 1,500.00	

70	01-5123-10	Temporary Heat	NONE		\$	-	\$	-		
71	01-5133-10	Temporary Telephone (Cell Phone)		\$	4,950.00	\$	320.00	\$	4,630.00	\$ 320.00
72	01-5136-10	Temporary Water Drinking		\$	630.00	\$	-	\$	630.00	
73	01-5136-20	Temporary Water Construction	OWNER			\$	-	\$	-	
74	01-5213-10	Prijt Field Office Delivery (loaded mile)		\$	330.00	\$	-	\$	330.00	
75	01-5213-20	Project Field Office Rent		\$	11,700.00	\$	1,300.00	\$	10,400.00	\$ 650.00
76	01-5219-10	Sanitary Facilities		\$	2,565.00	\$	296.90	\$	2,268.10	\$ 191.05
79	01-5626-10	Temp Chain Link Fence	Allowance	\$	15,000.00	\$	-	\$	15,000.00	
80	01-5813-10	Project Signage	None			\$	-	\$	-	
81	01-7113-10	Mobilization	Allowance	\$	4,000.00	\$	3,816.76	\$	183.24	
82	01-7113-20	Bugout	Included in Mobilization costs			\$	-	\$	-	
83	01-7419-10	Refuse Collection & Disposal		\$	9,000.00	\$	-	\$	9,000.00	
84	01-7423-10	Rough Cleaning	Allowance	\$	7,500.00	\$	-	\$	7,500.00	
85	01-7423-10	Final Cleaning	Allowance	\$	13,500.00	\$	-	\$	13,500.00	
86	60-1000-99	Survey (Site Plan) - including staking	Allowance	\$	8,000.00	\$	1,334.57	\$	6,665.43	\$ 1,334.57
96	70-1000-20	Fuel	Allowance	\$	1,500.00	\$	129.15	\$	1,370.85	\$ 86.61
97	70-7000-99	Equipment		\$	67,500.00	\$	11,112.92	\$	56,387.08	\$ 3,955.00
98										
99	02000000	Existing Conditions		\$	65,169.00	\$	30,364.67	\$	34,804.33	47% \$ 123.41
100	02	Temporary Walls	Allowance	\$	20,000.00	\$	7,780.17	\$	12,219.83	\$ 123.41
101	02-4100.99	Demolition	BD Construction	\$	45,169.00	\$	22,584.50	\$	22,584.50	
103		Site Demo	Included in Site Prep Below	\$	-	\$	-	\$	-	
104										
105	03000000	Concrete		\$	604,383.51	\$	250,532.26	\$	353,851.25	41% \$ 217,607.26
106	03-3000.00	Building Concrete (foundation, floors, stoops) Add 1440 sf of hard surface court	Bigzby's Concrete	\$	546,217.91	\$	216,067.26	\$	330,150.65	\$ 216,067.26
108	03-3000.00	Concrete Topping	Included in Concrete			\$	-	\$	-	
109		Concrete Reinforcing Steel (including mesh)	Concrete Industries	\$	32,925.00	\$	32,925.00	\$	-	
111		Masonry Reinforcing Steel	Concrete Industries	\$	2,365.00	\$	1,540.00	\$	825.00	\$ 1,540.00
113		Reinforcing steel (additional concrete)	Concrete Industries	\$	690.00	\$	-	\$	690.00	
114										
115	04000000	Masonry		\$	416,220.00	\$	28,965.00	\$	387,255.00	7% \$ 7,115.00
116	04-2000.99	Masonry	Masonry Unlimited	\$	416,220.00	\$	28,965.00	\$	387,255.00	\$ 7,115.00
118										
119	05000000	Metals			\$1,184,433.00		\$913,233.15		\$271,199.85	77% \$609,280.15
121		Structural Steel Fab	Apollo Steel	\$	832,200.00	\$	816,030.00	\$	16,170.00	\$ 512,077.00
122		Structural Steel Stairs & Rails Fab	Apollo Steel	\$	74,500.00	\$	-	\$	74,500.00	
123		Structural Steel Erection	Schroeder Steel Erection	\$	277,733.00	\$	97,203.15	\$	180,529.85	\$ 97,203.15
124										
125	06000000	Wood, Plastics & Composites		\$	304,951.00	\$	3,222.60	\$	301,728.40	1% \$ 3,222.60
126		Rough Carpentry	BD Construction	\$	161,130.00	\$	3,222.60	\$	157,907.40	\$ 3,222.60
134		Casework	Designercraft	\$	143,821.00	\$	-	\$	143,821.00	
135										
136	07 00 00	Thermal & Moisture Protection		\$	478,595.44	\$	125,389.92	\$	353,205.52	26% \$ -
136	07-2100.10	Batt Insulation Alternate in lieu of Sprayed	Midwest Partitions	\$	44,500.00	\$	-	\$	44,500.00	

137	07-2100.10	Foam Insulation	Estimated Cost	\$	15,000.00	\$	-	\$	15,000.00	
		Fluid Applied Membrane	Midwest Partitions	\$	48,750.00	\$	-	\$	48,750.00	
		Membrane at elevator pit	?	\$	2,000.00	\$	-	\$	2,000.00	
142		Building Expansion joint w/ covers	Allowance	\$	5,000.00	\$	-	\$	5,000.00	
		Roofing	Tri-Cities Group Roofing	\$	325,904.44	\$	125,389.92	\$	200,514.52	
149	07-7123.10	Gutter and Downspouts	Included in Roofing			\$	-	\$	-	
151	07-9200.10	Sealants	Global Caulking	\$	37,441.00	\$	-	\$	37,441.00	
154										
155	08 00 00	Openings		\$	414,082.00	\$	-	\$	414,082.00	0%
		Doors and Hardware	Midwest Door & Hardware	\$	225,416.00	\$	-	\$	225,416.00	
165	08-3000.10	Overhead door	Bid #	\$	24,917.00	\$	-	\$	24,917.00	
166	08-5000.20	Exterior Windows	Included in Aluminum			\$	-	\$	-	
169	08-5000.20	Interior Windows	Included in Aluminum			\$	-	\$	-	
	08-5000.20	Aluminum Storefront & Glazing	Tri County Glass	\$	163,749.00	\$	-	\$	163,749.00	
179										
180	09 00 00	Finishes		\$	2,018,347.00	\$	-	\$	2,018,347.00	0%
182	09-2116.10	Gypsum Drywall	Midwest Partitions	\$	1,427,583.00	\$	-	\$	1,427,583.00	
		Painting	Kucera Painting	\$	141,033.00	\$	-	\$	141,033.00	
		Acoustical Ceilings	TC Ceilings	\$	114,400.00	\$	-	\$	114,400.00	
	09-6000.99	Flooring	Floors Inc	\$	168,915.00	\$	-	\$	168,915.00	
	09-6000.99	Polished & Sealed Concrete	Kucera Painting	\$	37,200.00	\$	-	\$	37,200.00	
204	09-6000.99	Tile	Floors Inc	\$	129,216.00	\$	-	\$	129,216.00	
205										
206	10 00 00	Specialties		\$	155,518.00	\$	-	\$	155,518.00	0%
208		Display Boards	EPCO	\$	35,728.00	\$	-	\$	35,728.00	
209		Wall Protection (corner guards; minor wp)	EPCO	\$	10,808.00	\$	-	\$	10,808.00	
210	10-4400.10	Fire Extinguishers	EPCO	\$	2,781.00	\$	-	\$	2,781.00	
211	10-2800.10	Toilet Accessories	EPCO	\$	5,872.00	\$	-	\$	5,872.00	
212	10-2800.10	Toilet Partitions	EPCO	\$	28,193.00	\$	-	\$	28,193.00	
213		Lockers (Material and installation)	Storage and Design	\$	47,500.00	\$	-	\$	47,500.00	
215	10-1400.10	AED - Difibulator (2 total???)	EPCO (Allowance)	\$	6,136.00	\$	-	\$	6,136.00	
216	10-1400.10	Interior Room Signage	Allowance	\$	3,500.00	\$	-	\$	3,500.00	
217	10-1400.10	Exterior Signage	Allowance	\$	15,000.00	\$	-	\$	15,000.00	
218										
226	12 00 00	Furnishings		\$	15,500.00	\$	-	\$	15,500.00	0%
228		Roller window shades	Allowance	\$	15,500.00	\$	-	\$	15,500.00	
229										
233	14 00 00	Conveying Systems		\$	131,950.00	\$	48,000.00	\$	83,950.00	36%
234		Elevator	Otis Elevator	\$	96,000.00	\$	48,000.00	\$	48,000.00	
235		Elevator - Lift	Access Elevator	\$	35,950.00	\$	-	\$	35,950.00	
236										
237	21 00 00	Fire Suppresion		\$	99,975.00	\$	-	\$	99,975.00	0%
238	21-1300.99	Automatic Fire Sprinkler System	Bamford	\$	98,800.00	\$	-	\$	98,800.00	
239	21-1300.99	Auto. Fire Sprinkler System - Disconnect Existing St	Bamford	\$	1,175.00	\$	-	\$	1,175.00	
240										
241	22 00 00	Plumbing		\$	2,232,598.00	\$	454,102.21	\$	1,778,495.79	20%

242	22-1000.99	Plumbing	Anderson Bros	\$	2,223,728.00	\$	445,232.21	\$	1,778,495.79	\$	164,336.07
245	22-1000.99	Plumbing - Disconnect Existing Shop	Waggoner Plumbing	\$	8,870.00	\$	8,870.00	\$	-		
246	26 00 00	Electrical		\$	1,284,743.66	\$	173,606.66	\$	1,111,137.00	14%	\$ 35,803.00
253	26-0500.99	Electrical	Kidwell	\$	1,276,731.00	\$	165,594.00	\$	1,111,137.00		\$ 35,803.00
254	26-0500.99	Electrical - Disconnect Existing Shop	Kidwell	\$	2,578.00	\$	2,578.00	\$	-		
260	26-0500.99	Electrical - Disconnect Existing Shop (Additional)	Kidwell	\$	5,434.66	\$	5,434.66	\$	-		
262	31 00 00	Earthwork		\$	374,858.00	\$	83,209.60	\$	291,648.40	22%	\$ -
271	31-1413.99	Site Prep	Morten Construction	\$	158,508.00	\$	83,209.60	\$	75,298.40		
272	31-1413.99	Elementary Building Demo	Morten Construction	\$	199,000.00	\$	-	\$	199,000.00		
273	31-1413.99	Erosion Control	Estimated Cost	\$	15,000.00	\$	-	\$	15,000.00		
274	31-1413.99	Termite Control	Affordable Pest Control	\$	2,350.00	\$	-	\$	2,350.00		
275				\$		\$		\$			
277	32 00 00	Exterior Improvements		\$	27,972.16	\$	6,875.00	\$	21,097.16	25%	\$ -
278	32-1723.99	Parking Lot Stripping	Estimated Cost	\$	7,500.00	\$	-	\$	7,500.00		
282		Fencing	Patriotic Builders	\$	20,472.16	\$	6,875.00	\$	13,597.16		
283				\$		\$		\$			
287	33 00 00	Utilities		\$	10,000.00	\$	-	\$	10,000.00	0%	\$ -
288	33-0000.00	Site Utilities	included above in Plumbing	\$	-	\$	-	\$	-		
289	33-0000.00	Site Utilities - PIV and Misc	?	\$	10,000.00	\$	-	\$	10,000.00		
290				\$		\$		\$			
293	70 00 00	Misc		\$	-	\$	-	\$	-	#DIV/0!	\$ -
294				\$		\$		\$			
295				\$		\$		\$			
296			Net	\$	10,583,994.55	\$	2,290,546.70	\$	8,293,447.85		\$ 1,068,745.72
297			Estimating Adjustment	\$	525,217.22	\$	1,187.00	\$	524,030.22		
298			Credit cost of 2nd Flr Corridor window	\$	(14,878.50)	\$	-	\$	(14,878.50)		
299			Owner Contingency	\$	50,000.00	\$	-	\$	50,000.00		
300			Contractors Fee	\$	212,025.02	\$	43,542.93	\$	168,482.09		\$ 20,306.17
301			Subtotal	\$	11,356,358.29	\$	2,335,276.63	\$	9,021,081.66		\$ 1,089,051.89
302			CM Bond Cost	\$	70,000.00	\$	-	\$	70,000.00		
			Total	\$	11,426,358.29	\$	2,335,276.63	\$	9,091,081.66		\$ 1,089,051.89



Wilkins Architecture Design Planning LLC

2908 W 39th Street Suite A
 Kearney, NE 68845, United States
 Tel: 308-237-5787 Fax: 308-236-6929
 wadp@wilkinsadp.com
 www.wilkinsadp.com

Bret Schroder
 Elm Creek Public Schools
 230 East Calkins Ave
 Elm Creek, NE 68836-0490

INVOICE

INVOICE DATE: 8/30/2022
 INVOICE NO: 5041
 BILLING THROUGH: 8/30/2022

2101 Elm Creek Public Schools Addition & Renovation

Managed By: Jacob M Sertich

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
2101 Elm Creek Public Schools Addition & Renovation	\$664,204.00	85.55	\$568,226.52	\$560,853.86	\$7,372.66
TOTAL	\$664,204.00		\$568,226.52	\$560,853.86	\$7,372.66

2101 ELM CREEK PUBLIC SCHOOLS ADD/RENO PRE-BOND PLANNING	\$0.00
2101 ELM CREEK PUBLIC SCHOOLS ADDITION & RENOVATION - REIMB	\$0.00

SUBTOTAL \$7,372.66

AMOUNT DUE THIS INVOICE \$7,372.66

This invoice is due upon receipt

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$569,913.79	\$562,541.13	\$7,372.66

We appreciate your business

Bret Schroder, Superintendent
Elm Creek Public Schools
230 E Calkins Ave.
Elm Creek, NE 68836
308-856-4300
bret.schroder@elmcreekschools.org

5. **Contractor's Representative.** Following is the Contractor's representative who is authorized to act on the Contractor's behalf with respect to the project and this Agreement:

Name: Adam Pickel
Company Spartan Commercial
Address 312 W Front St
Address
(402) * 308-233-4627
Email: SpartanRoofing.Adam@gmail.com

6. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Buffalo County, Nebraska.

7. **Termination.**

- A. The District may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The District shall notify the Contractor as soon as practicable if funds to meet the District's obligations become unavailable. The determination of the District as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The District may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
- (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;

- (4) Suffers or permits the appointment of a receiver for its business or assets;
 - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The District may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the District.

8. **Indemnification.**

- A. The Contractor hereby waives and agrees to indemnify and save harmless the District and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

9. **Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, products or completed operations coverages (if applicable), and personal and advertising injury with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- B. Business automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- C. Employers' Liability, including bodily injury by accident or disease (policy limit and each employee) with minimum liability amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- D. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible is subject to approval by the District.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by the District. The policies shall be in form and terms approved by the District.
 - 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned District representative.
 - 4) The Contractor shall furnish a certificate of insurance to the undersigned District representative prior to commencement of this Agreement.
 - 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling the District to terminate this Agreement immediately.
10. **Contractor Bonds.** To secure the faithful performance of the Work and to satisfy all of Contractor's payment obligations arising hereunder, Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.
11. **Public Records.** The Contractor acknowledges that the District must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
12. **Publicity.** The District does not endorse the goods or services of the Contractor. Except for listing the District as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the District.
13. **Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the

performance of this Agreement while on school premises or at school related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all subcontractors, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

14. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
15. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a District employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
16. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
17. **Fair Labor Standards.** Pursuant to NEB. REV. STAT. § 73-102, Contractor certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.
18. **Unemployment Compensation.** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.
19. **Injury or Damage.** If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

20. **Sales Tax.** The District is exempt from sales tax and shall not pay any sales tax under this Agreement. The District will provide the Contractor with applicable sales tax exemption certificates upon written request.
21. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

District: Elm Creek Public Schools
Attn: Superintendent
230 E Calkins Ave.
Elm Creek, NE 68836

With copy to:

Steve Williams, Legal Counsel
KSB School Law, PC, LLO
Cornhusker Plaza
301 South 13th Street, Suite 210
Lincoln, NE 68508

Contractor: Spartan Commercial Roofing
Attn: Adam Pickel

Notice is effective only if the party giving the Notice has complied with this section.

22. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
23. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both the District and the Contractor attached hereto), the ITB (including any subsequent addenda) (Exhibit C), and Contractor's Bid (Exhibit D), any inconsistency or conflict shall be resolved as follows:
- A. First, by giving preference to the specific provisions of this Agreement, any accepted amendments, Exhibit A and Exhibit B;
 - B. Second, by giving preference to the specific provisions of the ITB, Exhibit C;
 - C. Third, by giving preference to the specific provisions of Contractor's Bid, Exhibit D, except that objections or amendments by a Contractor that have not been explicitly accepted by the District in writing shall not be included in this Agreement and shall be given no weight or consideration.
24. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself

as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

25. Waivers.

- A. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.
- B. No failure or delay:
 - (1) In exercising any right or remedy, **or**
 - (2) In requiring the satisfaction of any condition under this Agreement, **and**
 - (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
- C. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

26. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

27. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

28. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

29. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.

30. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.
31. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
32. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
33. **Rights and Remedies Cumulative.** Any enumeration of the District's rights and remedies set forth in this Agreement is not exhaustive. The District's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
34. **Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.
35. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
36. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
37. **Warranties and Maintenance.** The Contractor shall submit to the District with its request for final payment documentation of any special warranties, such as a manufacturer's warranty or specific subcontractor warranty.
38. **Contractor Representations.** The Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere), as an inducement to the District to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:
 - A. That it and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
 - B. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
 - C. That it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

- D. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
- E. That its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- F. That it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

39. **Badging, Identification, and Other Rules.** When present on the District's property, the Contractor and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall

- A. wear uniform at all times with company identification;
- B. carry photo identification;
- C. not smoke or otherwise use tobacco;
- D. not use, or be under the influence of, alcohol or drugs;
- E. not carry a firearm or other weapon; and
- F. comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

40. **Background Checks.** Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

41. **Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Good or Services to be provided to District
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Invitation for Bids ("ITB")
- Exhibit D – Contractor's Bid

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

CONTRACTOR

By: Spartan Commercial
 Name: Adam Pickel
 Title: owner
 Date: 9/23/22

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO DISTRICT

1. **Scope of Work.** The Work to be performed shall consist of the following and/or as more specifically provided in Exhibit D:

Built Up Roof Above Stage Area- 1620 Square Feet

Sweep off loose gravel- haul off site and dispose
Install ½" High Density Poly Iso coverboard
Install fully adhered EPDM Roof with 20 year manufacturer No Dollar Limit warranty
Install Termination bar around entire perimeter of roof and seal with mastic and caulk
Install retro-fit drain into existing drains

Lower Roof over West Hallway- 900 Square Feet

Scoop off all river rock
Install ½" High Density Poly Iso coverboard
Install fully adhered EPDM Roof with 20 year manufacturer No Dollar Limit warranty
Install Termination bar around entire perimeter of roof and seal with mastic and caulk
Clean and Reuse existing drains

Upper Gym Roof

Move Rock away from all Seams
Clean, Prime and install 6" coverstrip
Install coverstrip around perimeter of roof against gravel stop
Remove rock around drains and inspect for damage. (Declare hourly rate and material mark up for repairs if needed)
Remove rock around pipe boots and inspect for damage. (Declare hourly rate and material mark up for repairs if needed)
Do NOT move rock back over repairs until inspected by Faculty at Elm Creek Public School.
Reinforce all corners on all curbs on roof.

ALL SEAMS, CORNERS and PERIMETER to be reinforced with proper flashings.

The Contractor must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **Contractor's Duties.** Contractor's duties are as follows:
 - A. Contractor shall supervise, direct and complete the Work using its best care, skill, attention and diligence. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating and completing the Work. Contractor shall cooperate with District and any other person whose work may interfere with

Contractor's Work, participate in work schedules and notify District of any material interference with Contractor's Work.

- B. Unless otherwise provided in the Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper completion of the Work.
- C. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the Work. If the Agreement is at variance with any such law, ordinance, rule, regulation or order, Contractor shall notify District in writing promptly upon discovery of such variance.
- D. Contractor shall pay all state and federal taxes required by law in connection with the Work, including, but not limited to, sales, use, all employment, income, withholding and similar taxes and shall timely pay over such taxes, including taxes withheld from its employees' compensation, to the appropriate governing agencies and shall secure and pay for all licenses and permits necessary for the proper completion of the Work.
- E. Contractor shall at all times, keep and maintain the construction site in a neat and clean condition. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials and rubbish caused by construction operations. Immediately following completion of the Work, Contractor shall remove from and about the construction site waste material, rubbish and Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to maintain the construction site as provided herein, the District may do so and the cost thereof shall be charged to the Contractor and/or deducted from payment then or thereafter due to the Contractor.
- F. Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the reasonable safety of the Work and shall implement all safety instructions identified by the designated individual of District. Contractor shall take all reasonable precautions for the safety of all employees, subcontractors and other persons for whom the work might affect all work and materials incorporated in the Project and all property improvements on the construction site and adjacent to the construction site. Contractor shall immediately notify District of any personal injury or property damage at or near the construction site.

3. Warranty. Contractor warrants that all materials and equipment furnished shall be new and that all work under this Agreement shall be of first-class quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall, at its sole cost and expense, repair or replace any defective material, equipment or workmanship which shall appear within a period of one year from the date of completion of the Work. In the event of repairs or replacements being necessary, Contractor agrees to repair or replace the same within three (3) days after notice by the District. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement or the Attachments hereto. Payment by District shall not (a) constitute an acceptance of work not done in accordance with this Agreement or (b) relieve the Contractor of liability with respect to any express warranties or with respect to the responsibility for defective materials,

equipment or workmanship. The provisions of this paragraph shall be in addition to any warranties provided in Exhibit E.

4. Change Orders. District may at any time make changes in, additions to, and omissions from the work to be performed and materials to be furnished under this Agreement, and Contractor shall promptly proceed with the performance of the modification upon execution of a written change order signed by Contractor and District with a written notation of the cost or deduction for each modification and the delay of completion or time saving caused by such modification. A Change Order is a written instrument prepared by the Architect/Engineer (or by one of the parties if an Architect/Engineer has not been retained for the project) and signed by the District, Contractor and Architect/Engineer (if applicable) stating their agreement upon the change in the Work; the amount of the adjustment, if any, in the Contract Price; and the extent of the adjustment, if any, in the Contract Time. The Change Order shall be in a form acceptable to the District and Contractor. In the event the parties cannot agree on a Change Order form, they shall use AIA Document G701-2001.

5. Suspension by District for Convenience. District may order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the District; provided, however, short/incidental stoppage of the Work shall not be deemed a suspension, delay or interruption of work. The Contract Price and/or Contract Time may thereafter be reasonably adjusted by mutual agreement to account for any increase in the time and/or cost of performance of Work caused by such suspension, delay or interruption.

6. Protection of Work. Contractor shall be responsible for its work, property and/or materials until completion and final acceptance of the Work, and shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Contractor shall proceed promptly to make repairs or replacements of the damaged work, property and/or materials at its expense, as directed by the District. Contractor waives all rights Contractor may have against the District for loss or damage to Contractor's work, property or materials at the construction site, unless such loss or damage results from an intentional act of the District.

7. Liens. Contractor agrees (a) to immediately satisfy any lien or encumbrance which, because of any act, omission or default of Contractor or any subcontractor or materialmen, is filed upon or against the property of District and (b) to indemnify and hold harmless District against all resulting losses, costs and expenses.

EXHIBIT "B"

1. Payment Terms/ Payment Schedule.

A. The District will pay for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement as follows:

1) District shall pay Contractor for performance of the Work subject to additions and deductions, the total sum of \$ 33,839. (the "Contract Price").
Revised
4,247
38,086

BSL
9/23/2022
AP

2) Upon completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

B. The District agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that goods and services have been accepted by the District as hereinafter provided, less retainage of 5%.

C. Upon final completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder, including any retainage amounts, shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

2. Acceptance of Services or Products.

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in the ITB, the time specified in a purchase order issued by the District, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the District ("Delivery Notice").

C. The District shall have thirty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

D. If the District issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The District shall not unreasonably withhold or delay its acceptance or rejection.

3. Title and Risk of Loss.

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the District.
- B. Insurance during shipment and until the goods are accepted by the District is the responsibility of the Contractor.

4. Offset. In the event of any breach by Contractor of any provision or obligation of this Agreement, the District shall have the right to offset any payment due to or to become due to Contractor an amount sufficient to completely indemnify and hold harmless the District from any resulting loss, damage, or expenses therefrom.

5. Payment Upon Termination. Upon termination of this Agreement for any reason, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

EXHIBIT "C"
Invitation to Bid

INVITATION TO BID
ROOF REPAIR PROJECT
ELM CREEK PUBLIC SCHOOLS

1. **PROJECT INFORMATION.** Buffalo County School District 10-0009, commonly known as Elm Creek Public Schools, is requesting bids from qualified individuals or entities for the construction of roof repairs to the school facility located at 230 E Calkins Ave, Elm Creek, NE 68836. The project site will be available for construction to commence immediately upon the District issuing a Notice to Proceed. Construction shall be completed no later than January 1, 2023.
2. **WALK THROUGH AND PRE-BID MEETING.** Elm Creek Public Schools will host a pre-bid walk-through / meeting on September 12, 2022 at 1:00 p.m. Interested parties please contact Superintendent Bret Schroder, bret.schroder@elmcreekschools.org.
3. **BID SUBMISSION AND OPENING.** One (1) copy of the bid shall be addressed and delivered to Elm Creek Public Schools, Attn: Superintendent, 230 E Calkins Ave, Elm Creek, NE 68836. Bids will be received until 3:00 pm on September 23, 2022, at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives. Any bid received after the deadline will not be opened or considered, and will be returned to bidder.
4. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be approved by the Board of Education at its meeting to be held on September 29, 2022, or at such other meeting determined by the Board.
5. **BIDDING DOCUMENTS.** Bidding Documents may be examined, accessed, and obtained as follows:
 - a. Bidding Documents may be examined at the Office of the Superintendent, Elm Creek Public Schools, 230 E Calkins Ave, Elm Creek, NE 68836, during regular school hours.

b. Electronic copies of the Bidding Documents may be obtained by contacting the Superintendent at the following email address: bret.schroder@elmcreekschools.org.

6. **INQUIRIES AND BID INSTRUCTIONS.** Requests for full bid instructions and all questions, inquiries, or requests for clarification or site inspection should be submitted in writing to Superintendent Bret Schroder at bret.schroder@elmcreekschools.org.

Exhibit "D"
Contractor's Bid

BID FORM

Project Identification: Elm Creek Public Schools Roof Repair

- 1. BID RECIPIENT.** This Bid is submitted to: Elm Creek Public Schools, Attn: Superintendent, 230 E Calkins Ave, Elm Creek, NE 68836.

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

- 2. BIDDER'S ACKNOWLEDGMENTS.** Bidder accepts all of the terms and conditions of the Bidding Documents and Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

- 3. BIDDER'S REPRESENTATIONS.** The Bidder represents and agrees that:

- A. The Bidder has read and understands the Bidding Documents;
- B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- C. The Bid complies with the Bidding Documents;
- D. The person or persons who have signed and submitted this Bid are legally authorized to do so and to bind the Bidder to a contract;
- E. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
- F. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;

- G. The bidder is complying with and will continue to comply with fair labor standards in the pursuit of their business and in the execution of the contract which is being bid;
- H. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract;
- I. The Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- J. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- K. The Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- L. The Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- M. The Bidder has given the Architect and/or the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect and/or the Owner is acceptable to the Bidder;
- N. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska;
- O. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- P. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Q. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and

R. The Bidder has read and understands the provisions set forth in the Bidding Documents, including but not limited to:

(1) Agreement for the Roof Repair Project;

(2) Addenda

No.	Date	Pages
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) Other: _____

4. **PROFESSIONAL REFERENCES.** Provide the contact name, company, address, and phone number of at least three references for whom you have provided the same or similar services on a project of similar scope.

#1

Contact Name: Steve Hyldon
Company: Mary Lanning Hospital
Address: 715 N Saint Joseph - Hastings
Phone Number: 402-463-4521

#2

Contact Name: Bobby Wilson
Company: Cinema 8
Address: 300 3rd Ave, Kearney
Phone Number: 870-316-1106

#3

Contact Name: Adam Eilers
Company: First Lutheran Church
Address: 3315 Ave G K, Kearney
Phone Number: 308-237-5514

5. **Claims and Suits.**

Has your organization ever failed to complete any work awarded to it?

NO

If yes, explain: _____

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

NO

If yes, explain: _____

6. **BID.** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

\$ ~~33,839.~~ ⁸ 38,086

7. **COMPLETION DATES.** Bidder agrees that its anticipated start date is October 3rd, 2022, and it will attain Substantial Completion of the Work by October 31st, 2022, and Final Completion by November 30th, 2022.

8. **BID ATTACHMENTS.** The following documents are attached to and made a part of the Bid:

- A. Proposed Work Schedule.
- B. Any exceptions to the bid requirements.
- C. Proposed contract modifications, if any.

9. **INSURANCE.** The insurance limits for each type of insurance typically maintained by the Bidder are listed below are as follows:

	Each occurrence/General aggregate
A. Commercial General Liability:	\$ _____ / \$ _____
B. Automobile Liability:	\$ _____ / \$ _____
C. Umbrella Liability:	\$ _____ / \$ _____
D. Employer's Liability:	\$ _____ / \$ _____
E. Other: _____	\$ _____ / \$ _____

Adam Pickel
Signature

Adam Pickel
Printed Name

Owner
Title

Spartan Commeric Roofing
Firm Name

312 W Front St, Elm Creek NE
Address

Telephone Number

E-mail

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Elm Creek Public Schools (10-0009) in Buffalo County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 27th day of September, 2022 at 6:00 o'clock, P.M., at Elm Creek Public Schools Room 810 for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2020-2021 (1)	2021-2022 (2)	2022-2023 (3)			
General	\$ 5,199,255.00	\$ 5,380,620.00	\$ 6,525,000.00	\$ -	\$ 2,754,151.00	\$ 3,808,938.00
Depreciation	\$ -	\$ 13,691.00	\$ 1,205,891.00		\$ 1,205,891.00	
Employee Benefit	\$ -	\$ -	\$ 11,384.00	\$ -	\$ 11,384.00	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 644,268.00	\$ 325,202.00	\$ 500,000.00	\$ -	\$ 500,000.00	
School Nutrition	\$ 209,385.00	\$ 217,017.00	\$ 281,900.00	\$ -	\$ 281,900.00	
Bond	\$ 586,306.00	\$ 676,276.00	\$ 1,326,300.00	\$ -	\$ 530,149.00	\$ 804,193.00
Special Building	\$ -	\$ 249,196.00	\$ 296,683.00		\$ 112,566.00	\$ 185,977.00
Qualified Capital Purpose Undertaking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 6,639,214.00	\$ 6,862,002.00	\$ 10,147,158.00	\$ -	\$ 5,396,041.00	\$ 4,799,108.00
				Bond Purposes	Non-Bond Purposes	Total
Breakdown of Property Tax				\$ 804,193.00	\$ 3,994,915.00	\$ 4,799,108.00

Notice of Special Hearing To Set Final Tax Request

Elm Creek Public Schools (10-0009) in Buffalo County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 27th day of, September 2022 at 6:10 o'clock P.M., at Elm Creek Public Schools Room 810 for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021-2022	2022-2023	Change						
Property Valuations	401,819,786	412,569,498	3%						
	2021-2022 Budget Information				2022-2023 Budget Information				
Fund	2021-2022 Operating Budget	2021-2022 Property Tax Request	2021 Tax Rate	Property Tax Rate (2021-2022 Request Divided By 2022 Valuation)	2022-2023 Operating Budget	2022-2023 Proposed Property Tax Request	Proposed 2022 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	5,895,442.00	3,792,144.00	0.943742	0.919153	6,525,000.00	3,808,938.00	0.923223	-2%	11%
Bond Fund(s) K - 12	1,162,756.00	580,808.00	0.144544	0.140778	1,326,300.00	804,193.00	0.194923	35%	14%
Bond Fund(s) K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund(s) 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Bond Fund			0.000000	0.000000			0.000000	#DIV/0!	0
Special Building Fund	371,255.00	181,818.00	0.045249	0.044070	296,683.00	185,977.00	0.045078	0%	-20%
Qualified Capital Purpose Undertaking Fund K - 12			0.000000	0.000000	-	-	0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000	#DIV/0!	0
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	0
Total	7,429,453.00	4,554,770.00	1.133536	1.104001	8,147,983.00	4,799,108.00	1.163224	3%	10%

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Deleted: may

Adopted on: _____
Revised on: _____
Reviewed on: _____

Bret Schroder, Superintendent
Elm Creek Public Schools
230 E Calkins Ave.
Elm Creek, NE 68836
308-856-4300
bret.schroder@elmcreekschools.org

5. **Contractor's Representative.** Following is the Contractor's representative who is authorized to act on the Contractor's behalf with respect to the project and this Agreement:

Name: Adam Pickel
Company Spartan Commercial
Address 312 W Front St
Address
(402) * 308-233-4627
Email: SpartanRoofing.Adam@gmail.com

6. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Buffalo County, Nebraska.

7. **Termination.**

- A. The District may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The District shall notify the Contractor as soon as practicable if funds to meet the District's obligations become unavailable. The determination of the District as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The District may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
- (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;

- (4) Suffers or permits the appointment of a receiver for its business or assets;
 - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The District may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the District.

8. **Indemnification.**

- A. The Contractor hereby waives and agrees to indemnify and save harmless the District and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

9. **Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, products or completed operations coverages (if applicable), and personal and advertising injury with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- B. Business automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- C. Employers' Liability, including bodily injury by accident or disease (policy limit and each employee) with minimum liability amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- D. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible is subject to approval by the District.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by the District. The policies shall be in form and terms approved by the District.
 - 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned District representative.
 - 4) The Contractor shall furnish a certificate of insurance to the undersigned District representative prior to commencement of this Agreement.
 - 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling the District to terminate this Agreement immediately.
10. **Contractor Bonds.** To secure the faithful performance of the Work and to satisfy all of Contractor's payment obligations arising hereunder, Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.
11. **Public Records.** The Contractor acknowledges that the District must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
12. **Publicity.** The District does not endorse the goods or services of the Contractor. Except for listing the District as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the District.
13. **Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the

performance of this Agreement while on school premises or at school related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all subcontractors, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

14. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
15. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a District employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
16. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
17. **Fair Labor Standards.** Pursuant to NEB. REV. STAT. § 73-102, Contractor certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.
18. **Unemployment Compensation.** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.
19. **Injury or Damage.** If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

20. **Sales Tax.** The District is exempt from sales tax and shall not pay any sales tax under this Agreement. The District will provide the Contractor with applicable sales tax exemption certificates upon written request.
21. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

District: Elm Creek Public Schools
Attn: Superintendent
230 E Calkins Ave.
Elm Creek, NE 68836

With copy to:

Steve Williams, Legal Counsel
KSB School Law, PC, LLO
Cornhusker Plaza
301 South 13th Street, Suite 210
Lincoln, NE 68508

Contractor: Spartan Commercial Roofing
Attn: Adam Pickel

Notice is effective only if the party giving the Notice has complied with this section.

22. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
23. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both the District and the Contractor attached hereto), the ITB (including any subsequent addenda) (Exhibit C), and Contractor's Bid (Exhibit D), any inconsistency or conflict shall be resolved as follows:
- A. First, by giving preference to the specific provisions of this Agreement, any accepted amendments, Exhibit A and Exhibit B;
 - B. Second, by giving preference to the specific provisions of the ITB, Exhibit C;
 - C. Third, by giving preference to the specific provisions of Contractor's Bid, Exhibit D, except that objections or amendments by a Contractor that have not been explicitly accepted by the District in writing shall not be included in this Agreement and shall be given no weight or consideration.
24. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself

as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

25. Waivers.

- A. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.
- B. No failure or delay:
 - (1) In exercising any right or remedy, **or**
 - (2) In requiring the satisfaction of any condition under this Agreement, **and**
 - (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
- C. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

26. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

27. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

28. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

29. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.

30. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.
31. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
32. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
33. **Rights and Remedies Cumulative.** Any enumeration of the District's rights and remedies set forth in this Agreement is not exhaustive. The District's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
34. **Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.
35. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
36. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
37. **Warranties and Maintenance.** The Contractor shall submit to the District with its request for final payment documentation of any special warranties, such as a manufacturer's warranty or specific subcontractor warranty.
38. **Contractor Representations.** The Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere), as an inducement to the District to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:
- A. That it and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
 - B. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
 - C. That it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

- D. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
- E. That its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- F. That it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

39. **Badging, Identification, and Other Rules.** When present on the District's property, the Contractor and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall

- A. wear uniform at all times with company identification;
- B. carry photo identification;
- C. not smoke or otherwise use tobacco;
- D. not use, or be under the influence of, alcohol or drugs;
- E. not carry a firearm or other weapon; and
- F. comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

40. **Background Checks.** Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

41. **Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Good or Services to be provided to District
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Invitation for Bids ("ITB")
- Exhibit D – Contractor's Bid

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

CONTRACTOR

By: Spartan Commercial
 Name: Adam Pickel
 Title: owner
 Date: 9/23/22

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO DISTRICT

1. **Scope of Work.** The Work to be performed shall consist of the following and/or as more specifically provided in Exhibit D:

Built Up Roof Above Stage Area- 1620 Square Feet

Sweep off loose gravel- haul off site and dispose
Install ½" High Density Poly Iso coverboard
Install fully adhered EPDM Roof with 20 year manufacturer No Dollar Limit warranty
Install Termination bar around entire perimeter of roof and seal with mastic and caulk
Install retro-fit drain into existing drains

Lower Roof over West Hallway- 900 Square Feet

Scoop off all river rock
Install ½" High Density Poly Iso coverboard
Install fully adhered EPDM Roof with 20 year manufacturer No Dollar Limit warranty
Install Termination bar around entire perimeter of roof and seal with mastic and caulk
Clean and Reuse existing drains

Upper Gym Roof

Move Rock away from all Seams
Clean, Prime and install 6" coverstrip
Install coverstrip around perimeter of roof against gravel stop
Remove rock around drains and inspect for damage. (Declare hourly rate and material mark up for repairs if needed)
Remove rock around pipe boots and inspect for damage. (Declare hourly rate and material mark up for repairs if needed)
Do NOT move rock back over repairs until inspected by Faculty at Elm Creek Public School.
Reinforce all corners on all curbs on roof.

ALL SEAMS, CORNERS and PERIMETER to be reinforced with proper flashings.

The Contractor must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **Contractor's Duties.** Contractor's duties are as follows:
 - A. Contractor shall supervise, direct and complete the Work using its best care, skill, attention and diligence. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating and completing the Work. Contractor shall cooperate with District and any other person whose work may interfere with

Contractor's Work, participate in work schedules and notify District of any material interference with Contractor's Work.

- B. Unless otherwise provided in the Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper completion of the Work.
- C. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the Work. If the Agreement is at variance with any such law, ordinance, rule, regulation or order, Contractor shall notify District in writing promptly upon discovery of such variance.
- D. Contractor shall pay all state and federal taxes required by law in connection with the Work, including, but not limited to, sales, use, all employment, income, withholding and similar taxes and shall timely pay over such taxes, including taxes withheld from its employees' compensation, to the appropriate governing agencies and shall secure and pay for all licenses and permits necessary for the proper completion of the Work.
- E. Contractor shall at all times, keep and maintain the construction site in a neat and clean condition. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials and rubbish caused by construction operations. Immediately following completion of the Work, Contractor shall remove from and about the construction site waste material, rubbish and Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to maintain the construction site as provided herein, the District may do so and the cost thereof shall be charged to the Contractor and/or deducted from payment then or thereafter due to the Contractor.
- F. Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the reasonable safety of the Work and shall implement all safety instructions identified by the designated individual of District. Contractor shall take all reasonable precautions for the safety of all employees, subcontractors and other persons for whom the work might affect all work and materials incorporated in the Project and all property improvements on the construction site and adjacent to the construction site. Contractor shall immediately notify District of any personal injury or property damage at or near the construction site.

3. Warranty. Contractor warrants that all materials and equipment furnished shall be new and that all work under this Agreement shall be of first-class quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall, at its sole cost and expense, repair or replace any defective material, equipment or workmanship which shall appear within a period of one year from the date of completion of the Work. In the event of repairs or replacements being necessary, Contractor agrees to repair or replace the same within three (3) days after notice by the District. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement or the Attachments hereto. Payment by District shall not (a) constitute an acceptance of work not done in accordance with this Agreement or (b) relieve the Contractor of liability with respect to any express warranties or with respect to the responsibility for defective materials,

equipment or workmanship. The provisions of this paragraph shall be in addition to any warranties provided in Exhibit E.

4. Change Orders. District may at any time make changes in, additions to, and omissions from the work to be performed and materials to be furnished under this Agreement, and Contractor shall promptly proceed with the performance of the modification upon execution of a written change order signed by Contractor and District with a written notation of the cost or deduction for each modification and the delay of completion or time saving caused by such modification. A Change Order is a written instrument prepared by the Architect/Engineer (or by one of the parties if an Architect/Engineer has not been retained for the project) and signed by the District, Contractor and Architect/Engineer (if applicable) stating their agreement upon the change in the Work; the amount of the adjustment, if any, in the Contract Price; and the extent of the adjustment, if any, in the Contract Time. The Change Order shall be in a form acceptable to the District and Contractor. In the event the parties cannot agree on a Change Order form, they shall use AIA Document G701-2001.

5. Suspension by District for Convenience. District may order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the District; provided, however, short/incidental stoppage of the Work shall not be deemed a suspension, delay or interruption of work. The Contract Price and/or Contract Time may thereafter be reasonably adjusted by mutual agreement to account for any increase in the time and/or cost of performance of Work caused by such suspension, delay or interruption.

6. Protection of Work. Contractor shall be responsible for its work, property and/or materials until completion and final acceptance of the Work, and shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Contractor shall proceed promptly to make repairs or replacements of the damaged work, property and/or materials at its expense, as directed by the District. Contractor waives all rights Contractor may have against the District for loss or damage to Contractor's work, property or materials at the construction site, unless such loss or damage results from an intentional act of the District.

7. Liens. Contractor agrees (a) to immediately satisfy any lien or encumbrance which, because of any act, omission or default of Contractor or any subcontractor or materialmen, is filed upon or against the property of District and (b) to indemnify and hold harmless District against all resulting losses, costs and expenses.

EXHIBIT "B"

1. Payment Terms/ Payment Schedule.

A. The District will pay for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement as follows:

1) District shall pay Contractor for performance of the Work subject to additions and deductions, the total sum of \$ 33,839. (the "Contract Price"). *Revised*

4,247
38,086
BSL
9/23/2022
AP

2) Upon completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

B. The District agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that goods and services have been accepted by the District as hereinafter provided, less retainage of 5%.

C. Upon final completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder, including any retainage amounts, shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

2. Acceptance of Services or Products.

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in the ITB, the time specified in a purchase order issued by the District, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the District ("Delivery Notice").

C. The District shall have thirty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

D. If the District issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The District shall not unreasonably withhold or delay its acceptance or rejection.

3. Title and Risk of Loss.

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the District.
- B. Insurance during shipment and until the goods are accepted by the District is the responsibility of the Contractor.

4. Offset. In the event of any breach by Contractor of any provision or obligation of this Agreement, the District shall have the right to offset any payment due to or to become due to Contractor an amount sufficient to completely indemnify and hold harmless the District from any resulting loss, damage, or expenses therefrom.

5. Payment Upon Termination. Upon termination of this Agreement for any reason, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

EXHIBIT "C"
Invitation to Bid

INVITATION TO BID
ROOF REPAIR PROJECT
ELM CREEK PUBLIC SCHOOLS

1. **PROJECT INFORMATION.** Buffalo County School District 10-0009, commonly known as Elm Creek Public Schools, is requesting bids from qualified individuals or entities for the construction of roof repairs to the school facility located at 230 E Calkins Ave, Elm Creek, NE 68836. The project site will be available for construction to commence immediately upon the District issuing a Notice to Proceed. Construction shall be completed no later than January 1, 2023.
2. **WALK THROUGH AND PRE-BID MEETING.** Elm Creek Public Schools will host a pre-bid walk-through / meeting on September 12, 2022 at 1:00 p.m. Interested parties please contact Superintendent Bret Schroder, bret.schroder@elmcreekschools.org.
3. **BID SUBMISSION AND OPENING.** One (1) copy of the bid shall be addressed and delivered to Elm Creek Public Schools, Attn: Superintendent, 230 E Calkins Ave, Elm Creek, NE 68836. Bids will be received until 3:00 pm on September 23, 2022, at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives. Any bid received after the deadline will not be opened or considered, and will be returned to bidder.
4. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be approved by the Board of Education at its meeting to be held on September 29, 2022, or at such other meeting determined by the Board.
5. **BIDDING DOCUMENTS.** Bidding Documents may be examined, accessed, and obtained as follows:
 - a. Bidding Documents may be examined at the Office of the Superintendent, Elm Creek Public Schools, 230 E Calkins Ave, Elm Creek, NE 68836, during regular school hours.

b. Electronic copies of the Bidding Documents may be obtained by contacting the Superintendent at the following email address: bret.schroder@elmcreekschools.org.

6. **INQUIRIES AND BID INSTRUCTIONS.** Requests for full bid instructions and all questions, inquiries, or requests for clarification or site inspection should be submitted in writing to Superintendent Bret Schroder at bret.schroder@elmcreekschools.org.

Exhibit "D"
Contractor's Bid

BID FORM

Project Identification: Elm Creek Public Schools Roof Repair

- 1. BID RECIPIENT.** This Bid is submitted to: Elm Creek Public Schools, Attn: Superintendent, 230 E Calkins Ave, Elm Creek, NE 68836.

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

- 2. BIDDER'S ACKNOWLEDGMENTS.** Bidder accepts all of the terms and conditions of the Bidding Documents and Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

- 3. BIDDER'S REPRESENTATIONS.** The Bidder represents and agrees that:

- A. The Bidder has read and understands the Bidding Documents;
- B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- C. The Bid complies with the Bidding Documents;
- D. The person or persons who have signed and submitted this Bid are legally authorized to do so and to bind the Bidder to a contract;
- E. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
- F. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;

- G. The bidder is complying with and will continue to comply with fair labor standards in the pursuit of their business and in the execution of the contract which is being bid;
- H. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract;
- I. The Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- J. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- K. The Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- L. The Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- M. The Bidder has given the Architect and/or the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect and/or the Owner is acceptable to the Bidder;
- N. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska;
- O. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- P. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Q. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and

R. The Bidder has read and understands the provisions set forth in the Bidding Documents, including but not limited to:

(1) Agreement for the Roof Repair Project;

(2) Addenda

No.	Date	Pages
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) Other: _____

4. **PROFESSIONAL REFERENCES.** Provide the contact name, company, address, and phone number of at least three references for whom you have provided the same or similar services on a project of similar scope.

#1

Contact Name: Steve Hyldon
Company: Mary Lanning Hospital
Address: 715 N Saint Joseph - Hastings
Phone Number: 402-463-4521

#2

Contact Name: Bobby Wilson
Company: Cinema 8
Address: 300 3rd Ave, Kearney
Phone Number: 870-316-1106

#3

Contact Name: Adam Eilers
Company: First Lutheran Church
Address: 3315 Ave G K, Kearney
Phone Number: 308-237-5514

5. **Claims and Suits.**

Has your organization ever failed to complete any work awarded to it?

NO

If yes, explain: _____

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

NO

If yes, explain: _____

6. **BID.** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

\$ ~~33,839.~~ ⁸ 38,086

7. **COMPLETION DATES.** Bidder agrees that its anticipated start date is October 3rd, 2022, and it will attain Substantial Completion of the Work by October 31st, 2022, and Final Completion by November 30th, 2022.

8. **BID ATTACHMENTS.** The following documents are attached to and made a part of the Bid:

- A. Proposed Work Schedule.
- B. Any exceptions to the bid requirements.
- C. Proposed contract modifications, if any.

9. **INSURANCE.** The insurance limits for each type of insurance typically maintained by the Bidder are listed below are as follows:

	Each occurrence/General aggregate
A. Commercial General Liability:	\$ _____ / \$ _____
B. Automobile Liability:	\$ _____ / \$ _____
C. Umbrella Liability:	\$ _____ / \$ _____
D. Employer's Liability:	\$ _____ / \$ _____
E. Other: _____	\$ _____ / \$ _____

Adam Pickel
Signature

Adam Pickel
Printed Name

Owner
Title

Spartan Commeric Roofing
Firm Name

312 W Front St, Elm Creek NE
Address

Telephone Number

E-mail