

City Council Special Meeting
Monday, May 5, 2025 5:30 PM
City Hall
1029 Court Street
Gibbon, NE 68840

1. Opening Procedures

- 1.1. Call to Order

- 1.2. Pledge of Allegiance

- 1.3. Announcement of Open Meetings Act

This is an open meeting of the Gibbon City Council. The City of Gibbon abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed on the south wall of the Council Chambers as required by state law.

The City Council may vote to go into closed session on any agenda item as allowed by state law.

- 1.4. Roll Call

2. Submittal of Requests for Future Items

Individuals who have items for City Council consideration should complete the Request for Future Agenda items form available from the City Clerk or on the City of Gibbon website. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

3. Reserve Time to Speak on Agenda Items

There will be time to speak on agenda items at the time of discussion prior to any action taken.

4. Resolution and Motions

- 4.1. Consider a motion to approve the Veolia North America contract for services.

5. Other Items

- 5.1. Next Regular Council Meeting will be on Monday, May 19, 2025 at 7:00 p.m.

6. Adjourn

Operations, Maintenance and Management Services Agreement

THIS AGREEMENT is entered into this 5 day of May, 2025, by and between

City of Gibbon, Nebraska, with its mailing address at 1029 Court Street, Gibbon, Nebraska 68840 (hereinafter the “Owner”)

and

Veolia Water North America-Central, LLC, with its principal address at 461 From Road, Suite 400, Paramus, New Jersey 07652 (hereinafter “Company”).

WHEREAS, Owner owns and provides for the operation of a wastewater system, including maintenance, repair, expansion administration, billing, collection, customer service and permitting functions; and,

WHEREAS, Owner desires to employ Company to perform the operation and maintenance of its wastewater treatment plant and lift stations for the compensation provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Owner and Company agree as follows:

1. General
 - 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.
 - 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment, and vehicles presently or hereinafter acquired or owned by Owner shall remain the exclusive property of Owner unless specifically provided for otherwise in this Agreement.
 - 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
 - 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
 - 1.5 All notices shall be in writing and transmitted to the party’s address stated above. All notices shall be deemed given when delivered, if delivered personally or by courier mail service, e.g., Federal Express, delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered

U.S. mail, return receipt requested; or received by the party for which notice is intended if given in any other manner.

- 1.6 This Agreement, including Appendices A through E, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Company" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 1.8 It is understood that the relationship of Company to the Owner is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services, and nothing herein is intended to imply that Company is to supply professional engineering services to Owner unless specifically stated in this Agreement to the contrary.
- 1.9 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.10 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.11 Prior to the commencement of work under this Agreement, Company shall designate in writing an employee, and Owner has designated its mayor, each of whom shall have full authority to approve changes in the Scope of Work and compensation therefor, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.
- 1.12 This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto.
- 1.13 There are no warranties which extend beyond those expressed in this Agreement. Company disclaims, and Owner waives, any implied warranties or warranties imposed by law, including warranties of merchantability, fitness for a particular purpose, custom and usage, as to any of Company's services.

2. Company's Services – General

- 2.1 Company shall provide a sufficient number of certified and qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant State requirements and certifications regarding wastewater treatment operations, maintenance, and management and are capable and demonstrate experience necessary to operate the facilities covered by this Agreement.
- 2.2 Company shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and/or wastewater process control, maintenance, safety, and supervisory skills.
- 2.3 Company shall provide a computerized maintenance management system and utilize it and Owner's existing computerized programs for maintenance, process control, cost accounting, and laboratory quality assurance/quality control. Such programs shall be capable of readily providing historical data and trends. The foregoing notwithstanding, Owner shall be responsible for information technology ("IT") cybersecurity for all information systems that process, store, or transmit Project data, regardless of location. Owner shall establish, implement, and maintain a cybersecurity plan, in compliance with applicable laws, that describes the processes and procedures that will be followed to ensure the appropriate security of IT resources that are used at the Project under this Agreement. If Owner or Company suspects or becomes aware of any unauthorized access to any data by an unauthorized person or third party, or becomes aware of any other security breach relating to data held or stored under this Agreement or in connection with the performance of the services provided under this Agreement (each a "Data Breach"), Owner or Company shall immediately notify the other party upon becoming aware of such a Data Breach, and Company shall fully cooperate with Owner, and/or Owner's personnel, consultants, and insurance carriers, at Owner's expense, to prevent or stop such Data Breach. To the extent permitted by law, Owner agrees to defend, indemnify, and hold Company harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorneys' fees, arising out of or relating to any Data Breach.
- 2.4 Within ninety (90) days after Company begins service under this Agreement, Company will provide a physical inventory of the Owner's vehicles and rolling stock, if any, in use at the Project and a general statement as to the condition of each vehicle or piece of rolling stock.
- 2.5 Within ninety (90) days after Company begins service under this Agreement, Company will provide Owner with a physical inventory of chemicals and other consumables on hand when Company begins services under this Agreement. Company will provide Owner with the same quantity of chemicals or equivalent upon termination of this Agreement.

- 2.6 Company shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by Owner and assist Owner in enforcing existing equipment warranties and guarantees.
- 2.7 Company shall provide the Owner with a monthly report that, amongst other things, will provide full documentation that preventive maintenance is being performed on Owner's owned equipment in accordance with either manufacturer's recommendations or good industry practice at intervals and in sufficient detail as may be determined by the Owner. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 2.8 Company shall operate, maintain and/or monitor the Project on a 24-hour per day, seven day per week schedule, but the facilities will only be staffed Monday through Friday for eight (8) hours a day. On each Saturday and Sunday, a Company employee will perform a daily check of the wastewater treatment plant and lift stations to confirm normal operations.
- 2.9 Visits may be made by Owner's officers so designated by the Owner's representative Monday through Friday while the Project is staffed. All visitors to the Project shall check in with Company staff upon arrival, comply with Company's operating and safety procedures, and, at Company's option, be accompanied by Company personnel.
- 2.10 Company will implement and maintain an employee safety program in compliance with applicable laws, rules, and regulations and make recommendations to Owner regarding the need, if any, for Owner to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Company's operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("ADA"). Nothing herein shall be construed to place upon Company a duty to find and report violations of either the safety laws or the ADA at the Project.
- 2.11 Company may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without Owner's prior written approval if the complete modification Cost shall be in excess of Two Thousand Dollars (\$2,000).
- 2.12 In any emergency affecting the safety of persons or property, Company may act without written amendment or change order, at Company's discretion, to prevent threatened damage, injury, or loss. Company shall be compensated by Owner for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include Company's non-labor direct Costs for the emergency work. Nothing contained in this Section shall impose upon Company a duty to perform any emergency work absent a change order and failure to perform any such

emergency work shall not impose upon Company any liability for errors and omissions.

- 2.13 As required by law, permit, or court order, Company will prepare plant performance reports and submit them to Owner for signature and transmittal to appropriate authorities.
- 2.14 Company will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state, or local rules and regulations, statutes, or ordinances, permit, or license requirements or judicial and regulatory orders and decrees. Company shall additionally provide technical and analytical services to Owner to assist Owner in managing Owner's Industrial Pretreatment Program including sampling, monitoring, and preparation of the required reports.
- 2.15 Company will manage the disposal of solid waste, screenings, grit, sludge, and scum ("Waste") to Owner's existing or approved disposal sites. Sludge will be conveyed from the SBR's to Owner's clay-lined sludge drying lagoons. All other Waste shall be deposited in the dumpsters provided by Owner. It shall be the sole right and responsibility of Owner to designate, approve or select disposal sites to be used by Company for Owner's Waste. All Waste and/or byproduct treated and/or generated during Company's performance of services is and shall remain the sole and exclusive property of Owner. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Owner.
- 2.16 Within the first 180 days of this Agreement, Company shall provide Owner with a listing of recommended capital improvements that Company believes will be required for any of the facilities covered by the Agreement. Subject to the terms of this Agreement, Company shall not be relieved of its responsibilities to perform the services required hereunder if the recommendations are not implemented.
- 2.17 Within the first 180 days of the Initial Term, Company shall evaluate the laboratory equipment and make recommendations to Owner as described on Appendix E. For the avoidance of doubt, any laboratory equipment purchased by Company at Owner's request, is separate and distinct from Company's obligation to perform maintenance and repairs under Sections 3 and 5. Any purchase of laboratory equipment made by Company at Owner's request will be on a cost-plus (15%) basis. Upon mutual agreement, in either or both the first year of the term and subsequent contract years, Owner may delegate additional capital improvements and repairs to Company outside of Company's obligation to perform maintenance and repairs, which Company will perform on a cost-plus (15%) basis. Amounts due to Company under this Section 2.17 shall be billed by Company to Owner in accordance with Section 9.2 and payable in accordance with Section 9.3. In the event that this Agreement is terminated for any reason prior to the end of the first year or any subsequent year in which Owner has delegated capital improvements and repairs to Company outside of Company's obligations to perform maintenance

and repairs, amongst any other amounts that may be due from Owner to Company, Owner agrees to pay Company for work completed under this Section 2.17 up until the date of termination in addition to any other amounts due Company hereunder.

- 2.18 Company shall use reasonable efforts consistent with best industry practices and the Agreement to control odors from the Project so that no disruption of adjacent facilities occurs. Company, in conjunction with Owner, shall develop a program that identifies procedures for certifying and documenting odor complaints, and shall establish procedures to address recurrent failures of the odor control program.
- 2.19 Company shall comply with the requirements of Owner regarding affirmative action and provisions for minority hiring.
- 2.20 On both a monthly and annual aggregate basis, Company shall provide Owner with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by Owner and assist Owner in the preparation of annual operating budgets.

3. Company's Scope of Services - Wastewater

- 3.1 This Article shall apply to Company's services for the Owner's wastewater treatment system.
- 3.2 Within the design capacity and capabilities of the wastewater treatment plant described in Appendix B, Company will manage, operate, and maintain the wastewater treatment plant designed to treat 3.0 million gallons a day so that effluent discharged from the Plant's outfalls meets the requirements specified in Appendix C. Company shall monitor all wastewater entering the Project and treat all such wastewater in accordance with the terms of this Agreement and applicable law.
- 3.3 Subject to the availability of funds within the Maintenance and Repair Limit, Company will perform all Maintenance and Repairs for the Wastewater portion of the Project. If Maintenance and Repair expenditures for the Project exceed the Maintenance and Repair Limit specified in Section 8.1, Company will invoice Owner for such overage monthly
- 3.4 Except as otherwise provided herein, Company will pay all Costs incurred in normal Wastewater operations.
- 3.5 Owner will provide Company with a list of establishments that are subject to Owner's Fats, Oils and Grease (FOG) Control Policy, if any. Company will, using on-site personnel, conduct regular inspections of the listed establishments, complete a FOG Control Evaluation Report for each inspection, and provide Owner with same. Company's performance of the inspections notwithstanding, enforcement of the FOG program shall be Owner's responsibility.

3.6 Septage

3.6.1 If applicable, Company shall operate the septage receiving station at the Project to allow the receipt of Acceptable Septage.

3.6.2 Company shall sample each truckload of septage received at the Project during normal operating hours and submit load tickets and a 1-liter sample to the laboratory.

3.6.3 Acceptable Septage shall consist only of domestic septage from residential or commercial sources. Such Acceptable Septage shall not contain any grease trap material or any toxic or Hazardous Substances nor shall it contain any material that is or could be classified as a toxic or hazardous waste or that could be deleterious to or interfere with the Project's biological processes and/or potentially contaminate the Project, the system effluent and/or the system sludge and Waste.

3.6.4 Company shall have the right to refuse acceptance of any septage, if Company has a reasonable belief that such septage is other than Acceptable Septage.

3.7 Notwithstanding anything to the contrary contained herein, Company shall not have responsibility for Owner's sludge drying lagoons or monitoring wells.

4. Company's Scope of Services - Compliance Assistance

4.1 The Project is subject to that certain Administrative Order for Compliance on Consent in In the Matter of City of Gibbon, Nebraska, Docket No. CWA-07-2024-0057, NPDES Permit No. NE002927, filed on June 24, 2024 (the "Consent Order").

4.2 Company shall assist Owner in closing out the Consent Order, administering capital improvement projects, and as may otherwise be requested by Owner.

4.3 In consideration of Company's Compliance Assistance, Owner shall pay Company the Compliance Assistance Fee. The Compliance Assistance Fee shall be \$5,000 per month from the Commencement Date until the latter of (a) the first anniversary of the Commencement Date, and (b) the date the Consent Order is terminated. Thereafter, Company shall continue to provide Compliance Assistance services upon request from Owner at a rate of \$150.00 per hour, subject to escalation in accordance with Section 8.2

5. Company's Scope of Services - Lift Stations

5.1 This Article shall apply to Company's maintenance and repair services for the Owner's lift stations. The lift stations are described in Appendix B. Any additional lift stations, services or lines will constitute a change of scope.

- 5.2 Subject to the Maintenance Cap and availability of funds within the Maintenance and Repair Limit, Company will maintain and repair the lift stations. Company's responsibility for the lift stations shall end at the downstream flange of the check valve of each lift station.
- 5.3 Costs associated with the services described in this Article shall be charged to the Maintenance and Repair Limit specified in Section 8.1.

6. [Intentionally omitted.]

7. Owner's Duties

- 7.1 The Owner shall fund all necessary Capital Expenditures, which will be performed by Company under a written change order to this Agreement. Priority shall be given to safety and the ADA related expenses described in Section 2.10. Any loss, damage, or injury resulting from Owner's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by Company shall be the sole responsibility of Owner.
- 7.2 The Owner shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to Owner and are not transferred to Company under this Agreement.
- 7.3 The Owner shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project other than taxes imposed upon Company's net income and/or payroll taxes for Company employees. In the event Company is required to pay any sales tax or use taxes on the value of the services provided by Company hereunder or the services provided by any subcontractor of Company, such payments shall be reimbursed by the Owner unless the Owner furnishes a valid and properly executed exemption certificate relieving the Owner and Company of the obligation for such taxes. In the event the Owner furnishes an exemption certificate which is invalid or not applicable to services by Company, the Owner shall indemnify Company for any taxes, interest, penalties, and increment costs, expenses, or fees which it may incur as a result of Company's reliance on such certificate.
- 7.4 The Owner shall provide Company, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of Owner's heavy equipment that is available so that Company may discharge its obligations under this Agreement in the most cost-effective manner.
- 7.5 Owner shall operate and maintain and otherwise be responsible for the sludge drying lagoons and monitoring wells.
- 7.6 Owner shall provide Company with exclusive use of all vehicles, rolling stock and related equipment (e.g., trailers) presently in full-time use at the Project

(collectively, "the Vehicles"). Owner shall provide Company with all registrations and licenses for the Vehicles. Title to the Vehicles shall remain at all times in the name of the Owner. The Company shall assume all liability arising from the use of the Vehicles by Company personnel and be responsible for insuring same in accordance with Appendix D. The Company shall not use the Vehicles for any purpose other than to perform the Services to be provided under this Agreement. Maintenance and repair of the Vehicles shall be Company's responsibility subject to the Maintenance and Repair Limit. Owner shall be responsible for replacement of the Vehicles when each reaches the end of its useful life.

- 7.7 Owner shall provide for Company's access to Owner's sludge drying lagoons and Owner's dumpsters for disposal of Waste.
- 7.8 Owner shall provide the Project with appropriate security devices to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by Owner and shall accept liability for such losses except to the extent such losses are directly caused by the negligent acts or omissions of Company.
- 7.9 Owner warrants that during the interim period between the initial Project inspection by Company and the Commencement Date, the plants, facilities, and equipment have been operated only in the normal course of business, all scheduled and proper maintenance have been performed and there are no issues known to Owner regarding the condition of the Project, and facilities composing the Project and/or any equipment used by the Project. Owner warrants and agrees that it will turn over the plants, facilities, and equipment to Company in good working order and in compliance with the NPDES Permit(s) and all other applicable laws, rules, and regulations, except as disclosed by Owner to Company.
- 7.10 Owner shall complete the Initial Capital Improvements assigned to Owner on Appendix E within ninety (90) days of the Commencement Date, and should Owner fail to do so, it will be a material default on Owner's part and Company shall have the right to terminate this Agreement under Section 12.2.
- 7.11 Owner shall pay for all chemicals and electricity. Owner shall continue to be responsible and pay for the general administration and enforcement of (i) the wastewater and collection, (ii) Owner's Industrial Pretreatment Program, (iii) new sewer connections unless Company is retained to perform such functions as a Change in Scope hereunder, and (iv) long-term Project and service area planning. Typical administration costs associated with the above activities include costs such as the services of the auditor, lawyer, and liability insurance.
- 7.12 Owner shall provide Company with full access to the Owner's Project as may be necessary for Company to carry out its obligations under this Agreement.
- 7.13 Influent, effluent, sludge, residuals, biosolids, and other waste that contain Hazardous Substances shall remain the sole responsibility of Owner, and Company

shall not be, or be deemed to be, an owner, generator, co-generator, provider, manufacturer, vendor, arranger, or transporter ("arranger") of any Hazardous Substances. If and to the extent, a Company employee signs a waste manifest or other documentation relating to the presence of Hazardous Substances on or for the Project, such act will be deemed solely for the benefit and convenience of Owner, such employee will be deemed an agent of Owner, and such signature shall not subject Company to liability as an arranger or otherwise.

8. Compensation

- 8.1 Company's compensation under this Agreement shall consist of an Annual Fee and the Compliance Assistance Fee. The Annual Fee for the period Commencement Date through the first anniversary thereof shall be \$785,178.00. The Maintenance and Repair Limit included in the Annual Fee is \$75,000.00. The Compliance Assistance Fee is \$5,000 per month, until it expires as set forth in Section 4.3.
- 8.2 Negotiation of the Annual Fee (and Maintenance and Repair Limit included therein) and the Compliance Assistance Fee shall be undertaken each year at least four (4) months prior to the start of Owner's fiscal year (October 1st). Should Owner and Company fail to agree, the Annual Fee (and Maintenance and Repair Limit included therein) will be adjusted by multiplying the then-current Annual Fee by the percentage increase in the Employment Cost Index ("ECI"), as published by the United States Department of Labor, Bureau of Labor Statistics, Total Compensation for Private Industry Workers in Utilities, Series Id: CIU2014400000000I for the twelve (12) months prior to the beginning of the period for which an adjusted fee is being calculated, using the Q2 index values. On October 1, 2025, the Annual Fee shall increase by 4/12 of the percentage increase in the ECI index, using Q2 index values, based upon a Commencement Date of June 1, 2025.
- 8.3 If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit for any Agreement year, Company will rebate the entire difference to Owner in accordance with Section 9.3. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, Owner will pay the excess to Company in accordance with Section 9.3. Company will notify Owner when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit.
- 8.4 The services being provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by severe weather, a disaster or unplanned event that may be recovered through billing any third party including the State or Federal Government FEMA funds will be billed to the Owner for reimbursement.

9. Payment of Compensation

- 9.1 The Compliance Assistance Fee and one-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- 9.2 All other compensation to Company is due upon receipt of Company's invoice and payable within thirty (30) days.
- 9.3 Any monies payable pursuant to Section 8.3 will be paid within thirty (30) calendar days after the end of each Agreement year.
- 9.4 Owner shall pay interest at an annual rate equal to the prime rate as published in the Wall Street Journal plus two percent (2%), said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.
- 9.5 Upon the expiration or earlier termination of this Agreement, Company will prepare and submit to Owner a final invoice for all services performed by and amounts due to Company through the termination or expiration of this Agreement, such final invoice will be submitted to Owner after the termination or expiration of this Agreement, and Owner's obligation to pay said invoice shall survive the expiration or termination of this Agreement.

10. Scope Changes

- 10.1 A Change in Scope of services shall occur when and as Company's costs of providing services under this Agreement change as a result of:
 - 10.1.1 any change in Project operations, personnel qualifications or staffing or other cost which is a result of an Unforeseen Circumstance;
 - 10.1.2 increases or decreases in the user base;
 - 10.1.3 increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve-month floating average compared to the twelve-month period ending on the effective date of this Agreement (baseline flow and loading information is located in Appendix C);
 - 10.1.4 increases or decreases in rates or other related charges (including taxes) imposed upon Company by a taxing authority - excluding taxes based on Company's net income; and/or

- 10.1.5 Owner's request of Company and Company's consent to provide additional services.
- 10.2 For Changes in Scope described in Sections 10.1.1 through, and including, 10.1.3, the Annual Fee shall be increased (or decreased) by an amount equal to Company's additional (reduced) Cost associated with the Change in Scope plus fifteen percent (15%). Modifications of the Annual Fee as a result of conditions described in Section 10.1.3 shall be retroactive to the beginning of the twelve-month comparison period.
- 10.3 For Changes in Scope described in Section 10.1.4, the Annual Fee shall be increased (or decreased) by an amount equal to Company's additional (reduced) Cost associated with such Change in Scope.
- 10.4 Owner and Company shall negotiate an increase in Company's Annual Fee for Changes in Scope based on Section 10.1.5.
11. Indemnity, Liability, and Insurance
- 11.1 Company hereby agrees to indemnify and hold Owner harmless from any liability or damages for bodily injury, including death, property damages and pollution damages which may arise from Company's negligence or willful misconduct under this Agreement; provided, Company shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 11.2 Owner agrees to indemnify and hold Company harmless from any liability or damage or bodily injury, including death, property damages and pollution damages which may arise from all causes of any kind other than Company's negligence or willful misconduct, including, but not limited to, breach of an Owner representation or warranty.
- 11.3 It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, punitive, incidental, or consequential loss or damage whatsoever or lost profits, arising out of this Agreement or anything done in connection herewith. This section shall apply whether any such indirect, special, punitive, incidental, or consequential loss or damage is based on a claim brought or made in contract, in tort (including negligence and strict liability), under any warranty, or otherwise.
- 11.4 Company shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after substantial completion of the Initial Capital Improvements, of the effluent quality requirements provided for in Appendix C that are a result of Company's negligence. Owner will assist Company to contest any such fines in administrative proceedings and/or in court prior to any payment by Company. Company shall pay the cost of any such contest.

- 11.5 Owner shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on Owner and/or Company that are not a result of Company's negligence or are otherwise directly related to the ownership of the Project and shall indemnify and hold Company harmless from the payment of any such fines and/or penalties.
- 11.6 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, Company's liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in Section 11.1 of the Agreement, shall not exceed the Annual Fee for the first year of the Term cumulatively for the duration of the Agreement, provided that the foregoing limitation shall not apply to any losses resulting from the gross negligence or willful misconduct of Company or Company's subcontractors, employees or agents in breach of Company's obligations under this Agreement.
- 11.7 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix D. Each party shall provide the other party with satisfactory proof of insurance.
- 11.8 To the maximum extent allowed under applicable law, Owner agrees to defend, indemnify, and hold harmless Company and its officers, directors, employees, contractors, and agents from and against any and all claims, losses, liabilities, damages, fines, costs, penalties, and expenses (including reasonable attorneys' fees and costs of investigation and defense) arising out of or relating to the presence, alleged presence, or exposure of or to any Hazardous Substances on, at, under, or emanating from the Project, whether actively or passively received or utilized. Absent negligence or intentional act or breach by Company, Owner's indemnification obligations shall survive the expiration or termination of this Agreement.
- 11.9 Owner's indemnification obligations in Section 11.8 above shall include, without limitation, (i) claims for personal injury, property damage, damage to natural resources, or remediation costs attributable to the presence or alleged presence of any Hazardous Substances, regardless of whether such Hazardous Substances originated on or from the Project; and (ii) all obligations, liabilities, and costs incurred by the Company to investigate, remediate, or otherwise respond to the actual or alleged presence of Hazardous Substances in accordance with applicable laws and regulations.
- 11.10 Nothing set forth in this Agreement shall be deemed to waive or limit rights or remedies of Company under common law or applicable laws, rules, orders, or regulations, including, without limitation, common law indemnity, contribution, or impleader.

11.11 The provisions of Sections 11.1 through 11.10 above shall survive the expiration or termination of the Agreement.

12. Term, Termination and Default

12.1 The initial term of this Agreement shall be five (5) years and four (4) months commencing on the Commencement Date (“Initial Term”) and expiring on September 30, 2030. Thereafter, this Agreement shall be renewed for three (3) additional terms of five (5) years each (each a “Renewal Term” and the Initial Term and each Renewal Term shall be collectively referred to herein as the “Term”), unless one party gives written notice of nonrenewal to the other party not less than 180 days prior to the then current expiration date of this Agreement.

12.2 A party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by Owner for nonpayment of Company’s invoices or a breach by Owner of its obligation to complete the Initial Capital Improvements as set forth in Section 7.10, in which case termination may be immediate by Company, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

12.3 In the event that this Agreement is terminated for any reason prior to the ending date of the Term, Owner shall pay to Company any funds identified in Section 9.2 that have not been paid to Company through the date of termination.

12.4 Upon notice of termination by Owner, Company shall assist Owner in assuming operation of the Project. If additional Cost is incurred by Company at request of Owner, Owner shall pay Company such Cost within 15 days of invoice receipt.

12.5 Upon termination of this Agreement and all renewals and extensions of it, Company will return the Project to Owner in substantially the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by Company for use in the operation or maintenance of the Project shall remain the property of Company upon termination of this Agreement unless the property was directly paid for by Owner or Owner specifically reimbursed Company for the cost incurred to purchase the property or this Agreement provides to the contrary.

13. Disputes and Force Majeure

13.1 In the event that a dispute under the Agreement arises between the parties, the disputing party shall provide the other party with written notice of the dispute and within twenty (20) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include a statement of each party’s position and a summary of the evidence and arguments supporting its position. Each party shall designate a high-level executive or officer to work

together in good faith to resolve the dispute; the name and title of said executive shall also be included in the notice and response. The executives shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as they reasonably deem necessary to resolve the dispute. If the executives have not resolved the dispute through good faith efforts within sixty (60) days, then, before resorting to litigation, the parties shall submit the dispute to binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures. All costs attributed to the arbitration shall be borne equally by both parties.

Absent mutual consent by both parties, in the event that one of the parties brings a dispute immediately to court without first following the afore-mentioned dispute resolution process, then the opposing party shall be entitled to recover reasonable attorneys' fees and costs from the party initiating the litigation if either (a) the case is remanded and the parties are ordered to follow the dispute resolution process outlined herein or (b) the dispute is heard and judgment is awarded in favor of the opposing party. Further, each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory).

- 13.2 In the event activities by employee groups or unions cause a disruption in Company's ability to perform at the Project, Owner, with Company's assistance or Company at its own option, may seek appropriate injunctive court orders. During any such disruption, Company shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 13.3 Neither party shall be liable to the other for any loss, damage, delay, default, or failure to perform its obligations under this Agreement to the extent it results from an Unforeseen Circumstance. However, this Section may not be used by either party to avoid, delay, or otherwise affect any payments due to the other party. If and to the extent that Unforeseen Circumstances interfere with, delay, or increase the cost of the Company's performing the contract services in accordance herewith, the Company shall be entitled to relief from its performance obligations, an increase in the Annual Fee, or an extension of schedule which properly reflects the interference with performance, the amount of the increased cost, or the time lost as a result thereof.
- 13.4 Changes in law, standard industry practices relating to any Hazardous Substances, or the levels of Hazardous Substances on, at, under, or affecting the Project shall warrant and require Owner to: (i) grant an equitable adjustment to the Annual Fee and Company's time for performance for increases in performance times, resource requirements, financial requirements, costs, or other increases, and (ii) make capital expenditures and increase operating expenses as such changes require.

14. Representations and Warranties

The Company hereby represents and warrants to Owner as follows:

- 14.1 Company has full power and authority to perform and observe its covenants contained in this Agreement, has taken all action necessary for the execution, delivery and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and this Agreement has been duly authorized, executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against it in accordance with its terms.
- 14.2 The authorization, execution, and delivery by the Company of this Agreement do not and will not (i) violate any laws or any regulation, order, injunction or decree of any court, governmental body, agency or other instrumentality or (ii) result in a breach of any of the terms and conditions or, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties of assets of Company pursuant to the terms of any agreement or other instrument to which Company is a party or by which Company or any of its properties is bound.
- 14.3 There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting Company or any basis thereof, wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would adversely affect the validity of enforceability of this Agreement.

The Owner hereby represents and warrants to Company as follows:

- 14.4 The Owner has full power and authority to perform and observe its covenants contained in this Agreement, has taken all action necessary for the execution, delivery and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and this Agreement has been duly authorized, executed and delivered by the Owner and constitutes the legal, valid and binding obligation of the Owner, enforceable against it in accordance with its terms.
- 14.5 The authorization, execution, delivery and performance of this Agreement, the compliance with the terms and conditions hereof and the consummation of the transactions herein contemplated on part of the Owner do not and will not (i) violate any laws or any regulation, order, injunction or decree of any court, governmental body, agency or other instrumentality or (ii) result in a breach of any of the terms and conditions or, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties of assets of the Owner pursuant to the terms of any

agreement or other instrument to which the Owner is a party or by which the Owner or any of its properties is bound.

- 14.6 There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting the Owner or any basis thereof, wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated hereby or that in any way would adversely affect the validity of enforceability of this Agreement.
 - 14.7 The Owner has obtained and is in compliance in all respects with all permits and approvals that are necessary to operate the Project.
 - 14.8 Except as described in Section 14.9, Owner has not entered into, and is not subject to, any agreement, consent order, decree, judgment, license, permit condition, notice of violation, or other directive of any Governmental Entity in existence as of the date hereof that relates to the operation of the Project.
 - 14.9 Except for those items on Appendix F, Owner has satisfied the terms of the Consent Order.
 - 14.10 To Owner's knowledge, there are no actual or suspected past or present Hazardous Substances, or Releases of Hazardous Substances on, at, or otherwise affecting the Project, the operation of the Project, any facilities associated with the Project, or those persons who operate or otherwise are expected to have access to the Project.
15. Rev. Proc. 2017-13 Compliance. It is the intent of the Owner and Company that this Agreement shall be construed and applied so as to constitute a management contract that does not result in private business use of property financed by the Owner within the meaning and intent the applicable provisions of the Internal Revenue Code and related regulations, rulings and revenue procedures (including without limitations Rev. Proc. 2017-13, as amended and supplemented). Accordingly, Company agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the qualified user with respect to the managed property. In the event this Agreement results in the private business use of the managed property by either the Internal Revenue Service or a court of competent jurisdiction, the parties shall attempt, in good faith, to renegotiate the terms of this Agreement so as to bring this Agreement into compliance with the Internal Revenue Code.

[The signatures of the parties appear on the following page.]

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

City of Gibbon, Nebraska

Veolia Water North America-Central, LLC

By: 
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF COUNSEL

The undersigned, as counsel for the City of Gibbon, Nebraska ("Owner") in this transaction, hereby certifies that (s)he has examined the circumstances surrounding the selection of Veolia Water North America-Central, LLC ("Company") and the award and letting of the foregoing contract to Company by Owner and has found that said selection and award process comply with the procurement laws of the State of Nebraska and Owner.

 Date: 5/5/25
Counsel for Owner

APPENDIX A

DEFINITIONS

- A.1 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.2 “Annual Fee” means a predetermined, fixed sum for Company’s services. The Annual Fee includes Cost and profit.
- A.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner’s Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.
- A.4 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand Dollars (\$2,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000) or (3) expenditures that are planned, nonroutine and budgeted by Owner.
- A.5 “Commencement Date” shall mean June 1, 2025.
- A.6 “Cost” means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.7 “Direct Cost” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.8 “Emerging Contaminants” means a chemical or compound identified by the U.S. Environmental Protection Agency or other governmental authority, for which a national primary drinking water regulation has not been promulgated, and that may have an adverse effect on the health of individuals or the environment, and specifically including, without limitation, perfluoroalkyl and polyfluoroalkyl substances (“PFAS”) such as perfluorooctanoic acid (“PFOA”) and perfluoro octane sulfonate (“PFOS”).
- A.9 “Hazardous Substance” means any waste, substance, object, or material deemed hazardous under applicable law, including (a) “hazardous substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (b) “hazardous waste” as defined in the “hazardous waste” under the Resource,

Conservation and Recovery Act; and (c) “emerging contaminants” as identified by the U.S. Environmental Protection Agency or other governmental authorities due to their potential for adverse impacts to human health or the environment, specifically including, without limitation, perfluoroalkyl and polyfluoroalkyl substances (“PFAS”) such as perfluorooctanoic acid (“PFOA”) and perfluoro octane sulfonate (“PFOS”). As used herein, “Hazardous Substances” also means materials, equipment, physical property, soil, groundwater or stormwater that are contaminated with Hazardous Substances.

- A.10 “Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by Company to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.11 “Maintenance and Repair Limit” means the total Maintenance and Repair expenditures that Company has included in the Annual Fee. Such expenditures exclude any labor costs for Company’s staff assigned to the Project. Company’s specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.12 “Project” means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such. For the sake of clarity, the Project shall not include Owner’s sludge drying lagoons and monitoring wells, and Company shall have no responsibility for same.
- A.13 “Release” means as any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.
- A.14 “Repairs” means those nonroutine/nonrepetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.
- A.15 “State” means the State of Nebraska.
- A.16 “Unforeseen Circumstances” shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot, epidemic, pandemic, or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, permit, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or

work stoppages by employees of Company; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

APPENDIX B

DESCRIPTION OF PROJECT

NPDES Permit No.	NE0029297
NDEQ ID.	62856
Permittee	City of Gibbon
Facility Name	Gibbon Wastewater Treatment Facility
Facility Location	200 River Street, Gibbon, NE 68840
Facility Mailing Address	PO Box 130, Gibbon, NE 68840
Latitude/Longitude	40.75568 °N, 98.82786 °W
Legal Description	NE ¼, NE ¼, Section 13, Township 9 N, Range 14 W, Buffalo County, NE
Receiving Water	Wood River (Segment MP2-10300 in the Middle Platte River Basin)

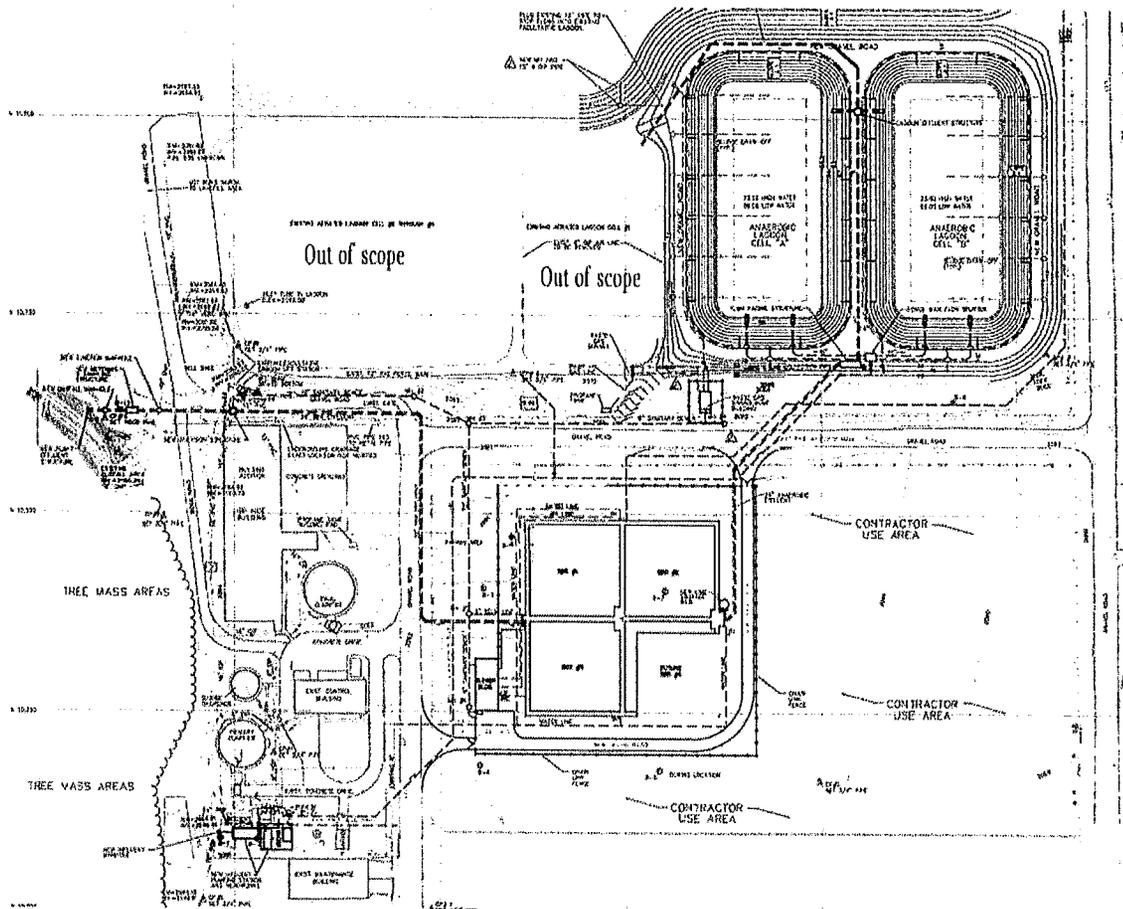
Influent Demarcation Contract O&M:

Company's responsibilities shall commence at the point where wastewater influent enters the headworks building. This point of demarcation is defined as the physical location where the influent first enters the headworks building, including any associated piping, valves, and equipment necessary for the transfer of wastewater into the building for initial processing and treatment.

Effluent Demarcation of Contract O&M:

Company's responsibilities end at the Wood River outfall, specifically at the point where the treated effluent exits the discharge pipe into the receiving water body. This point of demarcation is defined as the physical location at the end of the effluent discharge pipeline, including any associated outfall structures, diffusers, and monitoring equipment necessary for the final release of treated effluent into the environment.

These points of demarcation establish the boundaries within which the Company is responsible for the operations and maintenance of the wastewater treatment process as outlined in this Agreement. Any activities, equipment, or infrastructure outside these defined points are excluded from Company's scope of services.



Yellow dots represent demarcation

APPENDIX C

NPDES PERMIT AND
WASTEWATER TREATMENT CHARACTERISTICS

- C.1 Company will operate so that effluent will meet the requirement of NPDES Permit No. NE002929 (issued May 9, 2019), a full and complete copy of which is adopted by reference herein as of the date hereof. Company shall be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the wastewater influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances, Hazardous Substances, and/or Emerging Contaminants which cannot be removed by the existing process and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in Owner's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the Project design parameters which are 2.0 million gallons of flow per day, 25.0 mg/L of BOD₅ per day monthly average, 30.0 mg/L of suspended solids per day on a monthly average and a daily peaking factor of 2.5 times flow; (4) if the wastewater treatment facility and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond Company's control.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, Company shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances, Emerging Contaminants or the lack of Adequate Nutrients in the influent, then Company will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 Company shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances or Emerging Contaminants or is inoperable, and the subsequent recovery period.

C.4 The Annual Fee for services under this Agreement is based upon the following:

Project influent characteristics are as follows:

Flow 1.2 mgd

BOD Concentration, mg/L = 2,100 to 3,100 mg/L. 24,900 lbs/day to 33,700 lbs/day

SS Concentration, mg/L = 1,700 to 2,200 mg/L. 20,100 to 25,600 lbs/day

TKN Concentration, mg/L = 180 to 250 mg/L. 1,950 to 3,000 lbs/day.

Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope (See Article 10).

APPENDIX D
INSURANCE COVERAGE

Company shall maintain:

1. Statutory workers' compensation for all Company employees at the Project as required by the State.
2. Commercial general liability insurance, insuring Company' negligence, in an amount of \$5,000,000 combined single limits for bodily injury and/or property damage.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in an amount of \$1,000,000.

Owner shall maintain:

1. Statutory workers' compensation for all of Owner's employees associated with the Project as required by the State.
2. Property insurance on a "special form causes of loss" form or its equivalent for Owner's owned, leased, rented or personal property at replacement cost with business interruption coverage.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in an amount of \$1,000,000.

Each party shall cause the other party to be included as additional insured on the above insurance policies (except workers' compensation) and shall provide the other party at least thirty (30) days' notice of the cancellation of required policies. Each Party shall waive subrogation in favor of the other Party. Additionally, each Party's insurance policies shall waive, or be endorsed to waive, rights of recovery by subrogation in favor of the other Party.

APPENDIX E

INITIAL CAPITAL IMPROVEMENTS

Initial Capital Improvements to be performed by Company:

- Company will evaluate the laboratory equipment and present the results to Owner. Owner will then determine whether to acquire the equipment itself or have Company do so:
 - Ion Selective Ammonia Meter and Probe
 - pH Meter
 - HACH DR3900
 - COD Digestion Block
 - Drying Oven
 - Muffle Furnace
 - Misc. Glassware and Apparatus

Initial Capital Improvements to be performed by Owner as set forth in Section 7.10:

- The Flare Building at the wastewater plant will be fully operational.
 - The third SBR unit will be fully operational.
 - The Anerobic Digester cover will be repaired.
- 

APPENDIX F
 CONSENT ORDER

Preliminary Opinion of Project Cost - Conceptual Report Level
 Wastewater Treatment Plant Upgrades
 Gibbon, NE Olsson Project #024-00141
 6/10/2024

Olsson

Project #	Project Description	Itemized Descriptions	Estimated Cost	Total Project Cost
1	Address All Issues that have Caused Violations Subject to the AO	Replace All Three Decant Gearboxes	\$ 50,000.00	\$ 705,000.00
		Purchase a Spare Mixer, Decant Valve, Set of Cables, and Decanter	\$ 100,000.00	
		Install New Valve at the Headworks	\$ 110,000.00	
		Sump Pit Rehabilitation	\$ 50,000.00	
		Replace Weir Gate	\$ 50,000.00	
		Order one Spare Blower	\$ 300,000.00	
		Replace Existing Building Vent	\$ 10,000.00	
		Replace Aeration Piping from Blower Building to SBR Basin #1	\$ 25,000.00	
		Purchase Custom Elbow Fittings and Keep at Least One Spare On-Hand	\$ 10,000.00	
2	Top Priority Projects	Replace Flow Meter	\$ 15,000.00	\$ 1,110,000.00
		Replace Gas Management Building, Fence, and Equipment	\$ 1,000,000.00	
		Repair Holes Cut In Anaerobic Lagoon Liner	\$ 10,000.00	
		Empty and Re-Coat the Influent Structure	\$ 28,000.00	
		Replace the Structure Lid with New Seated Hatches	\$ 17,000.00	
		Raise Pump Electrical Disconnect Switches to Grade	\$ 40,000.00	
3	1-year Plan	Repair/Seal Cracks in Concrete/Spalled Concrete	\$ 15,000.00	\$ 200,000.00
		Paint Valve Actuator Stands and Exposed DIP	\$ 10,000.00	
		Replace SCADA Computer	\$ 30,000.00	
		Remove Abandoned Generator Equipment and Buried Fuel Tank	\$ 25,000.00	
		Replace Lime Feed Silo Doors and Hardware	\$ 50,000.00	
		Paint Silo Exterior	\$ 60,000.00	
4	5-year Plan	Inspect Silo for Structural Integrity, Excessive Rust, and Electrical Operability	\$ 10,000.00	\$ 235,000.00
		Convert Manhole to Dump Station	\$ 15,000.00	
		Sandblast and Re-Paint Drywell Piping	\$ 20,000.00	
		Replace Sidewalk Around Influent Channel	\$ 10,000.00	
		Repair Broken Concrete Around Aeration Piping	\$ 10,000.00	
		Construct Heated Building for Sampler	\$ 50,000.00	
		Repair or Replace Dry Pit Heater	\$ 10,000.00	
		Clean Vent Piping and Inspect Interior	\$ 10,000.00	
		Paint Exterior of Office/Lab Building	\$ 100,000.00	
Place Gravel Between the Blower Building and SBR Basins	\$ 10,000.00			
CONSTRUCTION SUB-TOTAL			\$ 2,250,000.00	
CONTINGENCY (30%)			\$ 675,000.00	
ENGINEERING (25%)			\$ 731,000.00	
PROJECT TOTAL			\$ 3,656,000.00	

1.6m

The engineer's opinion of probable costs represents the engineer's best judgement as an experienced and qualified professional generally familiar with the industry. However, since the engineer has no control over cost of labor, materials, equipment, services furnished by others, the contractor's methods of determining prices, or over-competitive bidding or market conditions, the engineer cannot and does not guarantee that the actual bid prices will not vary from the opinion of probable construction costs prepared by the engineer.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

City of Gibbon, Nebraska

Veolia Water North America-Central, LLC

By: 
Name:
Title:

By: 
Name: MICHAEL RORYMUNN'S
Title: PRESIDENT

CERTIFICATE OF COUNSEL

The undersigned, as counsel for the City of Gibbon, Nebraska ("Owner") in this transaction, hereby certifies that (s)he has examined the circumstances surrounding the selection of Veolia Water North America-Central, LLC ("Company") and the award and letting of the foregoing contract to Company by Owner and has found that said selection and award process comply with the procurement laws of the State of Nebraska and Owner.

 Date: 5/5/25
Counsel for Owner