

**Public Works Committee Meeting
Tuesday, August 18, 2026 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333**

1. Open Meeting

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

2. Roll Call

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

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Consider the Agreement Between City of Crete and JEO Consulting Group, Inc. for Professional Services Crete Water Main Project No: 231835.00
- 3.B. Consider the Preliminary Engineering Services Agreement Between the City of Crete and JEO Consulting Group, Inc. Project No. DPS-76(53) Control No. 13631 Crete Pedestrian Bridge Project
- 3.C. Amend Caselle Master Agreement
- 3.D. Consider the Contractor's Pay Estimate No 3 Application for Payment From JEO Consulting Group, Inc for NLC, LLC for the 2024 Crete Street and Alley Improvements Engineer's Project No: 240578.00 in the amount of \$474,008.61
- 3.E. Discuss online payments with Caselle

4. Officers' Reports

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

5. Adjournment

Disclaimers & Notices

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



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **the date signed by Client** ("Effective Date") between City of Crete, Nebraska ("Client") and JEO Consulting Group, Inc. ("JEO").

Client's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

Crete Water Main Replacements ("Project").

JEO Project Number: 231835.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

Preliminary Design:	\$ 140,000.00 Lump Sum
Final Design:	\$ 90,000.00 Lump Sum
<u>Bidding and Negotiation:</u>	<u>\$ 7,000.00 Lump Sum</u>
Total Estimated Fee:	\$237,000.00

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Client:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

JEO Consulting Group, Inc.



By: Dane Simonsen

Title: Project Manager

Date Signed: 08/05/2026

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q St., Ste 500

Lincoln, NE 68503

Crete Watermain Replacement

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Crete, Nebraska (Owner) wishes to replace various watermain and services in the distribution system that have been identified as undersized. The following project locations are identified:

Location	Approximate Length (ft)
Norman Avenue from W 13 th Street to W 14 th Street	320
W 14 th Street from Norman Avenue to Main Avenue	330
17 th Street from Kingwood Avenue to Juniper Avenue	420
E 15 th Street from Linden Avenue to Ivy Avenue	990
Kingwood Avenue from 13 th Street to 17 th Street	1100
Ivy Avenue from 13 th Street to 17 th Street	1300
Juniper Avenue from 13 th Street to 17 th Street	1350
Kingwood Avenue from 21 st Street to 22 nd Street	330
E 18 th Street from Main Avenue to Linden Avenue	330
E 18 th Street from Kingwood Avenue to Juniper Avenue	400

The work to be performed by the Engineer shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance.

It is assumed that no permanent private easements nor rights-of-way acquisition will be required. It is assumed there will be some areas where temporary easements for construction will be required.

The improvements will be constructed by a Contractor under a separate construction contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor contract to complete the work. It is assumed the project will be funded via local funds.

BASIC SERVICES [Lump Sum]

DESIGN AND BIDDING PHASES:

PRELIMINARY DESIGN PHASE:

- A. Attend and facilitate one project Initiation/kickoff meeting with Owner/Owner's representatives
 1. Review the project scope, schedule, and project requirements.
 2. Confirm Owner's bidding and procurement requirements for the project.
 3. Confirm with the Owner and designated staff the proposed routes and preferred side of the road for the water main alignments.
- B. Once Owner has provided confirmation to the Engineer of the proposed water alignments and both Owner and Engineer are comfortable with the proposed improvement locations, Engineer will initiate the topo survey for the improvements.

Exhibit "A"

Crete Watermain Replacement

- C. Conduct preliminary topographic surveying:
 - 1. Establish vertical and horizontal control on the State Plane coordinate system near the project areas.
 - 2. Schedule utility location information (a One-Call utility locate request will be made) and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 3. Conduct a topographic survey of the proposed water main routes from center of roadway to ROW.
 - 4. Perform research and field work necessary to determine ROW lines.
 - 5. Survey the locations of all physical features along the proposed route (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, trees and landscaping, etc.).
 - 6. Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, and other appurtenances in AutoCAD®.
- D. Incorporate electronic plans provided by third-party utilities into the project drawings if furnished and not marked in the field.
- E. Prepare 30% preliminary drawings and conduct a plan-in-hand review in the field to confirm the proposed layout and existing drawing information.
- F. Perform an internal quality assurance and quality control (QA/QC) review of the 30% complete plans and specifications. Revise the plans according to comments received.
- G. Provide a digital set of the 30% project plans and opinion of probable construction cost to Owner's representatives for review and comment.
- H. Coordinate and attend a 30% review meeting with Owner representatives.

FINAL DESIGN PHASE:

- A. Revise design plans following receipt of 30% review comments from internal QA/QC and comments from Owner's representatives.
- B. Develop ADA curb ramp design for affected curb ramps in the project area.
- C. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's) and details for the installation of the BMP's.
- D. Prepare special details to illustrate the installation of various features and construction items needed for the project.
- E. Prepare 60% complete plans. Plans sheets to include:
 - 1. Title Sheet.
 - 2. Abbreviation Sheet
 - 3. Location Sheet
 - 4. Survey Control Sheets
 - 5. Site Plan Sheet
 - 6. Traffic Control and Staging Sheets
 - 7. Removals
 - 8. Curb Ramp Sheets
 - 9. Water Main Plan and Profile Sheets
 - 10. Detail Sheets

Exhibit "A"

Crete Watermain Replacement

- F. Conduct an internal 60% QA/QC of the plan set.
- G. Prepare a 60% engineer's opinion of probable construction cost.
- H. Provide a digital set of the 60% project plans and opinion of probable construction cost to Owner's representatives for review and comment.
- I. Coordinate and attend a 60% review meeting with Owner representatives.
- J. Prepare 90% plans for construction.
- K. Prepare 90% specifications and bid documents.
- L. Perform a final 90% QA/QC Review.
- M. Make any revision to plans upon QA/QC Review comments.
- N. Prepare final specifications and bid documents.
- O. Conduct a final review meeting with the Owner to present and review final plans, specifications, and cost opinion.
- P. Create final plan and specification set to be signed and sealed by engineers and a coordinating professional.
- Q. Prepare a final engineer's opinion of probable construction cost and bid form.
- R. Furnish design plans, specifications, bidding documents, engineering drawings, calculations and summaries, where necessary, for application for regulatory permit required by local, state, Agency, or federal authorities. Owner to pay all permit fees.
- S. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

BIDDING AND NEGOTIATION PHASE:

- A. Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be a single bid opening for a single construction contract.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Respond to inquiries from prospective bidders and prepare any addenda required.
- D. Assist the Owner at the bid opening.
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract. Provide Owner letter of recommendation and a completed bid tab.
- F. Prepare and submit necessary information to the Owner for project award approval.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Design Phase:
 - 1. Kickoff Meeting
 - 2. 30% Design Review
 - 3. 90% Design Review
- B. Bidding and Negotiation Phase:
 - 1. Bid Opening

Exhibit "A"

Crete Watermain Replacement

ADDITIONAL SERVICES, NOT INCLUDED:

- A. Potholing of existing utilities.
- B. Storm sewer, sanitary sewer, or other utility design services.
- C. Construction phase services
- D. Funding Assistance
- E. DWEE and SWPPP closeout documentation
- F. Davis-Bacon Wage Rate administration review services.
- G. Preparation of environmental assessments, impact studies or similar studies.
- H. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- I. Land acquisition or easement acquisition services.
- J. Floodplain, Stormwater, Corps 404, or any other permitting, not outlined in the scope of services.
- K. Payment of review and permitting fees.
- L. Cost for publication of notices or other advertisements will be paid by the Owner.
- M. Installation or maintenance of best management practices (BMP's).
- N. Any other item not outlined in the scope of services.

ESTIMATED TIME FRAME:

- A. Preliminary Field Survey – 60 calendar days following Owner and Engineer confirmation of the proposed alignments
- B. Preliminary Design Phase – 60 calendar days following Preliminary Field Survey
- C. Final Design Phase – 90 calendar days following Preliminary Design Completion
- D. Bidding Phase – 60 calendar days following receipt of regulatory approval/permit

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown

during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

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

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES:

Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is entered into by and between the parties listed below as of the Effective Date, and signed by a representative of each entity, who attests to having the necessary power and authority to bind the respective party:

“Caselle”	“Customer”
Entity Name: Caselle LLC	Entity Name:
Address: 1656 S. East Bay Blvd Suite 100 Provo, UT 84606	Address:
Contact: Farrah Brown	Contact:
Phone Number: 801-850-5078	Phone Number:
Email Address: fkb@caselle.com	Email Address:
Signature 	Signature:
Name: Chad Jarvi	Name:
Title: President	Title:
“Effective Date”:	

In consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

- 1. DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
 - 1.1. “Customer Data”** means all electronic data and information processed or stored through the Hosted Services by Customer or on Customer’s behalf, but shall not include payment records, credit cards or other information Customer uses to pay Caselle, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.

- 1.2. **"Data Protection Laws"** means all state, foreign, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance, and any industry rules or self-regulatory codes of conduct relating to data protection, privacy, data security, electronic communications, or data security incidents that are applicable to Customer or Customer Data.
- 1.3. **"Documentation"** means any user manuals and other documentation that Caselle makes available to assist in the integration or use of the Hosted Services or On-Premise Software.
- 1.4. **"Hosted Services"** means Caselle's cloud-based services, applications and modules listed in an Order and hosted by or on behalf of Caselle for Customer, excluding all third party software.
- 1.5. **"On-Premise Software"** means Caselle's software products listed in an Order to be delivered as licensed software and deployed on Customer's premises in accordance with the terms of this Agreement and the Order.
- 1.6. **"Order"** means a quote, statement of work, invoice, or an order, furnished by Caselle to Customer, for access to the Hosted Services, for limited license to the On-Premise Software, or for other Services to be provided by Caselle to Customer. The Order is incorporated into and made a part of this Agreement.
- 1.7. **"Personal Data"** means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular data subject, including without limitation, all information defined as "Personal Data," "Personal Information" or analogous definitions in applicable Data Protection Laws.
- 1.8. **"Services"** means the Hosted Services and/or On-Premise Software (as applicable) and the installation, initial training, configuration, customization, data conversion, and other services described on an Order, excluding Support.
- 1.9. **"Support"** means the support services for the Hosted Services or On-Premise Software as set forth in Section 2.4 of this Agreement.
- 1.10. **"User"** means any person who uses the Hosted Services on Customer's behalf or through Customer's accounts or passwords, whether authorized or not, including without limitation Customer's employees, representatives, consultants, contractors and agents.

2. SERVICES

- 2.1. Subscription and License Types. Caselle makes services available both in the form of a subscription to Hosted Services and a limited license to On-Premise Software. Certain terms and conditions of this Agreement apply only to the Hosted Services or to the On-Premise Software. Customer acknowledges and agrees that the delivery method of the Services (subscription to Hosted Services or limited license to On-Premise Software) indicated in an Order will determine the applicability of those terms and conditions under this Agreement. Notwithstanding the foregoing, Caselle generally permits (upon request and with Caselle prior approval) the transition during the term of an Order from On-Premise Software delivery to Hosted Services delivery. If Customer so requests and Caselle approves, Customer acknowledges and agrees that (a) Customer's acceptance of the Hosted Services constitutes Customer's agreement to the applicable terms of this Agreement governing Hosted Services, (b) Customer may incur an additional fee for transition as agreed upon by the parties in writing, and (c) Caselle will not be

liable to Customer for any losses (including loss of data or profits) that Customer may incur as a result of such transition.

- 2.2. Authorization. Subject to the terms and conditions of this Agreement (including without limitation Customer's timely payment of all fees and compliance with all other obligations and restrictions set forth in this Agreement) and to the extent applicable in accordance with Customer's Order, Caselle:
- (a) grants to Customer permission to access and use the functionality of the Hosted Services, for the limited purposes described in the Documentation, throughout Customer's applicable service period; and/or
 - (b) grants Customer a license, during Customer's applicable license period, to reproduce and use the On-Premise Software, solely in the form furnished by Caselle to Customer, on Customer's own server(s) for the limited purposes described in the Documentation.
- 2.3. Delivery of Services. Upon payment by Customer of the applicable fees, Caselle will provide the Services as set forth in the applicable Order. If applicable based on Customer's Orders, Caselle will make the On-Premise Software available for electronic download.
- 2.4. Support. Caselle will use reasonable efforts during the term of this Agreement to make the Hosted Services available for Customer's authorized use twenty-four (24) hours per day, 365 days per year, subject to any planned or unplanned downtime. Caselle will use reasonable efforts to limit planned downtime to 11:00 pm Saturday to 1:00 am Sunday (Eastern Standard Time). Caselle will use reasonable efforts to communicate unplanned downtime via email or through the Hosted Services. Caselle's support primarily consists of responses to system operational configuration questions, troubleshooting assistance, and responses to occasional how-to questions concerning the Services. Support will not include, and Caselle will have no responsibility with regard to, any issues related to or arising from (a) Customer's or a third party's hardware, infrastructure or network, (b) any changes made other than by Caselle or its representatives, (c) format changes to any file used to import from, or export data to, a third party, or (d) training of personnel. Extended Support fees may apply and be assessed to Customer for any issues not covered by standard Support. Caselle will have representatives available for phone, email and internet support from 7:30 am to 5:30 pm (Mountain Standard Time) Monday through Friday (except designated federal and/or business holidays). To the extent applicable, Caselle will take reasonable measures to backup Customer Data each business day Monday through Friday (except designated holidays).
- 2.5. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Hosted Services or On-Premise Software, as the case may be.
- 2.6. Hosted Services Revisions. Caselle may revise Hosted Services features and functions at any time, including without limitation by removing such features and functions or reducing service levels.
- 2.7. Ownership. The permissions and the license granted to Customer above are non-exclusive, non-transferable (unless assignment is approved by Caselle in accordance with Section 10.6), non-sublicensable, revocable, and subject to any applicable restrictions or limitations set forth in an Order and this Agreement. All rights not expressly granted to Customer are reserved by Caselle

and its licensors. Without limiting the foregoing, all ownership and other proprietary interests in and to the Documentation and the Hosted Services, On-Premise Software and all fixes, upgrades and updates thereto, and other Services, and all patents, copyrights, trade secrets, trademarks and other intellectual property rights embodied in or associated with the same, are and shall remain with Caselle and/or its licensors, as applicable. Neither this Agreement nor access to the Hosted Services or limited license to the On-Premise Software will be construed as transferring title or any ownership right or interest in the same to Customer. Upon termination of this agreement, Customer's limited license terminates, and Customer must, if applicable, return all copies and modifications of the On-Premise Software to Caselle within 30 days of receipt of written notification of such termination from either party.

- 2.8. **Feedback.** If Customer provides any feedback, enhancement requests, recommendations, comments, or suggestions (collectively, "**Feedback**") about Caselle or the Services, Customer agrees that Caselle may freely use such Feedback in its discretion without any obligation, attribution, or compensation to Customer, and Customer waives all rights in the Feedback.

3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

- 3.1. **Acceptable Use.** The Services are for commercial use only. Customer shall comply with the Documentation. Customer shall not, nor will Customer allow anyone else to, directly or indirectly: (a) use the Services for any purpose other than Customer's own internal business purposes including, without limitation use for service bureau or time-sharing purposes or in any other way sublicense or allow third parties to use or exploit the Services, (b) permit any third party, other than Users with appropriate access authority, to access or use the Services without Caselle's consent, including without limitation providing Services passwords or other log-in information to any third party, (c) share all or any portion of the non-public Services features or content with any third party, (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services, (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler, (f) knowingly upload or permit to be introduced to the Services any data or other information that contains any worms, vulnerabilities, viruses, Trojan horse, or any other code, routine, program or mechanism of a destructive or malicious nature that permits unauthorized access into, disables, partially or wholly erases, or otherwise adversely affects the Services or the systems on which the Services are hosted, (g) reverse engineer, disassemble, decompile, decode, or adapt the Services, or any part thereof, or otherwise attempt to derive or gain access to the source code of the Services, (h) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to the Services or part thereof, (i) interfere with or disrupt servers or networks connected to the Services, or bypass or breach any security device, license key or protection used for or contained in the Services, (j) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any of Caselle's or any other party's intellectual property rights or that violates any applicable law, (k) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or Caselle systems, including, without limitation, to conduct penetration

or similar testing, or (I) remove any disclaimer, copyright, trademark, proprietary rights, or other notice on or in the Services.

- 3.2. Customer Obligations. Customer assumes full responsibility for the use and results obtained from the use of the Services. Customer acknowledges that various third-party hardware, software and services are required to use the Services or certain features thereof, and Customer will be solely responsible for obtaining the same, at its expense and in accordance with all applicable specifications in the Documentation and Order, as needed. If Customer is using On-Premise Software and Caselle provides a fix, upgrade or update, Customer agrees to immediately install and/or use such fix, upgrade or update and discontinue use of the previous version of the On-Premise Software. For Hosted Services, any upgrades and other modifications we may create to improve the performance of the Services may be automatically installed without providing any additional notice or receiving consent from Customer.
- 3.3. Users. Customer is responsible and liable for: (a) Users' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Services through Customer's account, whether authorized or unauthorized. Customer shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting its passwords and other log-in information. Customer shall notify Caselle immediately of any known or suspected unauthorized use of the Services or breach of its security and shall use best efforts to stop said breach.
- 3.4. Compliance with Laws. In its use of the Services, Customer shall comply with all applicable laws and regulations.

4. CUSTOMER DATA

- 4.1. Use of Customer Data. Customer grants Caselle a worldwide, non-exclusive, royalty free, transferable, sub-licensable, perpetual, irrevocable right and license to access and use Customer Data (a) to provide the Hosted Services to Customer, (b) to share it with our affiliates and service providers for the purpose of providing the Hosted Services, (c) to contact Customer for marketing purposes, or (d) as required by applicable law or by proper legal, governmental or regulatory authority. Customer retains all right, title, and interest in and to Customer Data, subject to the rights granted to us in the Agreement. Customer is solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and right to use Customer Data submitted to Caselle through the Services as well as the consequences, ramifications, and results of sharing Customer Data with Caselle. Caselle is not under any obligation to review Customer Data and shall not be liable or responsible for the content, accuracy, or appropriateness of, or the right to use Customer Data to perform the Services. Caselle may retain third parties to assist it in performing its obligations under this Agreement or any Order provided that such third parties shall share Caselle's legal obligations with respect to Customer Data as set forth herein. Such third parties shall be referred to as Subprocessors herein. If required by Data Protection Laws, Caselle will notify Customer before engaging any Subprocessor to process Customer Data. Caselle shall not sell Customer Data or share it with any third party for cross-contextual behavioral advertising. Caselle shall not, except as otherwise required or permitted herein, in an Order, or in other written direction from

Customer, disclose Customer Data to any third party. To the extent Customer or Users provide Personal Data in connection with the use of the Services, Customer is responsible for and warrants that Customer will obtain the necessary rights and consents under applicable law to disclose to Caselle, and allow Caselle to collect, use, retain, and disclose information that Customer provides to Caselle which Caselle is enabled to collect, including information using cookies or other similar means. Caselle also shall not combine Personal Data within the Customer Data with any data received from or on behalf of any third party. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for Caselle to use reasonable commercial efforts to restore the lost or damaged content or data from the latest back-up of such content or data maintained by Caselle. Caselle will not be responsible for any loss, corruption, destruction, alteration or disclosure of Customer Data caused by Caselle or any third party.

- 4.2. Security. Caselle shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data. Further, Caselle shall arrange for backup of Customer Data each business day to the extent applicable.
- 4.3. De-Identified Data. Caselle shall own all rights in and may collect, use, transfer, or share De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. "**De-Identified Data**" refers to Customer Data that has been processed so that it does not (a) contain Personal Data or (b) permit the identification of Customer.
- 4.4. Return or Destruction. Upon the termination or expiration of this Agreement, Caselle will return or securely destroy, at Customer's option, all Customer Data in Caselle's possession in a format of Caselle's choosing. If Customer elects the return of Customer Data, Caselle will securely destroy all Customer Data after such return. If Customer does not elect for the return of Customer Data within sixty (60) days of the termination or expiration of this Agreement, Caselle will securely destroy the Customer Data. Further, upon Customer request and for an additional fee, Caselle may assist Customer with installation and/or configuration of Customer Data on a local network. The obligations above do not apply to De-Identified Data.
- 4.5. Required Disclosure. Notwithstanding anything to the contrary in this Agreement, Caselle may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Caselle shall give Customer prompt notice of any such legal or governmental demand unless prohibited from doing so, and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.6. Risk of Exposure. CUSTOMER RECOGNIZES AND AGREES THAT HOSTING DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN ACCESSING AND USING THE SERVICES, CUSTOMER ASSUMES ALL SUCH RISKS. CASELLE OFFERS NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT CUSTOMER DATA WILL NOT BE EXPOSED OR DISCLOSED THROUGH ERRORS OR THE ACTIONS OF THIRD PARTIES.
- 4.7. Data Accuracy. Caselle will have no responsibility or liability for the accuracy of Customer Data.
- 4.8. Regulatory Compliance. Caselle shall reasonably cooperate with Customer, at Customer's expense and on reasonable notice, to allow the Customer to take reasonable and appropriate

steps to ensure that Caselle's processing of Customer Data is consistent with Data Protection Laws. If Customer determines that Caselle's processing of Customer Data is inconsistent with Data Protection Laws or exceeds the authorization that Customer has authorized under this Agreement or in an Order, Caselle shall reasonably cooperate with Customer, at Customer's expense, to stop and remediate such processing.

- 4.9. Security Incidents. In the event either Customer or Caselle becomes aware of the unauthorized destruction, loss, alteration, disclosure, acquisition or use of, or access to Customer Data (a "**Security Incident**"), the party shall notify the other without undue delay, and, in any event, within five (5) days. The parties shall reasonably cooperate to determine the scope and cause of the Security Incident and to remediate the cause and effects of the Security Incident. Such cooperation shall include a continuing duty to share all information reasonably available to the party regarding the scope, nature and effects of the Security Incident. If Data Protection Laws require notice of a Security Incident to be given to government authorities or individuals, Customer shall promptly undertake such notifications at Customer's expense. Likewise, if Data Protection Laws require remedial action (which may include, without limitation: notice to credit reporting agencies, media, or other entities; support for affected individuals; and credit monitoring services), Customer shall promptly provide such remedial action at Customer's expense. Caselle will not inform any third party (except as legally or contractually required) of the Security Incident without Company's prior written consent.
- 4.10. Requests from Regulators and Individuals. If Caselle receives any inquiry or request from a government body or individual regarding the processing of Personal Data within the Customer Data, Caselle shall, unless prohibited by law, promptly forward such inquiry or request to Customer. Where such request is forwarded to Customer, Customer shall have the sole responsibility to respond to such inquiry or request. Caselle shall reasonably cooperate, at Customer's expense, with Customer as needed to respond to such inquiry or request.

5. PAYMENT OF FEES

- 5.1. Fees. Customer agrees to pay Caselle the fees set forth in Orders. Fees will be invoiced and paid in U.S. dollars. Unless otherwise specified in an Order, each invoice is due and payable at the invoice due date. Further, unless otherwise set forth in an Order, Caselle may increase the fees for any renewal period. Upon Customer request, Caselle will provide notice of any fee increases prior to renewal. No Support will be rendered to the Customer if any fees are overdue.
- 5.2. Interest, Taxes and Withholdings. Overdue payments will result in a 10% late payment fee. The fees set forth in this Agreement are exclusive of, and Customer will pay, all taxes, duties and other charges or fees imposed by governmental authorities arising out of this Agreement or the use of the Services by Customer. In the event that Caselle is required to pay any tax or duty (other than taxes based on Caselle's net income), Customer will reimburse Caselle for any and all such payments.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement will commence on the Effective Date and continue until this Agreement has terminated or all Orders have been terminated, whichever occurs first. Except as otherwise set forth in an Order, the initial term of each Order will be for the period of time

from when the Order becomes effective until the date that is one (1) year from the date when Caselle begins providing Services. Each Order will automatically renew after its initial term for successive one (1) year periods, unless either party refuses such renewal by written notice thirty (30) or more days before the renewal date.

- 6.2. Termination for Cause. Either party may terminate this Agreement, including all active Orders, for the other's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Caselle's other rights and remedies, Caselle may suspend or terminate Customer's or any User's access to the Services at any time, without advance notice, if Caselle reasonably believes that Customer or such User has conducted itself in a way that is not consistent with the Documentation or the other requirements of this Agreement, in a way that puts the Services at risk, or in a way that subjects Caselle to potential liability.
- 6.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all permissions and other authorizations granted by Caselle to Customer under this Agreement will terminate and Customer shall (a) cease using the Services, (b) pay within thirty (30) days all amounts remaining unpaid under this Agreement, and (c) return all copies of Caselle's Confidential Information to Caselle or certify, in writing, the destruction thereof. Sections 2.7, 2.8, 3, 4, 5, 6.3, 7, 8, 9, 10, and any other provisions of this Agreement that, by their terms, contemplate continuing effectiveness beyond the term of this Agreement, will survive termination or expiration of this Agreement.

7. CONFIDENTIALITY

- 7.1. Confidential Information. "**Confidential Information**" means: (a) all software code, documentation and other materials included in or furnished by Caselle as part of the Services; and (b) any other non-public technical or business information of Caselle (or its licensors), including without limitation any information relating to Caselle's techniques, algorithms, software, hardware, firmware, know-how, current and future products, services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, strategies, marketing plans and information, the terms and conditions of this Agreement, and any other information of Caselle (or its licensors) that is conspicuously identified as confidential or proprietary at the time of disclosure or that Customer should otherwise reasonably understand to be confidential or proprietary to Caselle or its licensors due to the nature of the information or the circumstances of its disclosure.
- 7.2. Obligations. Customer will maintain the confidentiality of the Confidential Information using at least the same measures employed to protect Customer's own confidential information and in no event less than reasonable measures. Customer will limit the disclosure of Confidential Information to only its personnel with a bona fide need to access such Confidential Information in order to exercise Customer's rights and obligations under this Agreement, and then only provided that each such person is bound by a written confidentiality agreement that contains restrictions at least as protective as those set forth in this Agreement. Customer shall not use, publish, duplicate, exploit or dispose of Confidential Information with respect to its performance of its duties under this Agreement.

- 7.3. Injunction. Customer agrees that Caselle will suffer irreparable harm in the event that Customer breaches any obligations under this Section 7 and that monetary damages will be inadequate to compensate Caselle for such breach. In the event of a breach or threatened breach of any of the provisions of this Section, Caselle, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity and without the necessity of posting bond or proving that it has no adequate remedy at law, shall be entitled to seek a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. From Caselle. Caselle warrants that the Services: (a) will be provided in a professional manner and otherwise in accordance with generally recognized industry standards; and (b) will conform in all material respects to the Documentation. Customer's sole and exclusive remedy for any breach of the above warranty will be for Caselle to use commercially reasonable efforts, at no charge to Customer, to correct the non-compliance.
- 8.2. From Customer. Customer represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement. Customer represents that it has the requisite expertise to evaluate the suitability of, and has undertaken its own investigation of the suitability of, the Services and that it has relied upon its own skill and judgment in selecting the Services. Customer agrees it has determined that the Services meet Customer's needs. Customer assumes the entire risk of using the Services. Customer also represents and warrants that (a) its use of Customer Data complies with Data Protection Laws; (b) it has the legal right to use Customer Data and (c) it has the legal right to allow Caselle to process such Customer Data as set forth in this Agreement and any applicable Order.
- 8.3. Services Disclaimers. Except to the extent set forth in Section 8.1, THE SERVICES ARE PROVIDED AND ACCEPTED BY CUSTOMER "AS IS," AND "AS AVAILABLE" WITH NO REPRESENTATION OR WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF HIDDEN OR LATENT DEFECTS, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. CASELLE DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR FREE, SECURE OR WITHOUT DEFECT, WILL BE ACCURATE, RELIABLE OR CORRECT, WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, WILL BE VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS, OR THAT ALL FAILURES OF THE SERVICES WILL BE CORRECTED. CASELLE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, SYSTEM OR NETWORK FAILURES OR FAILURES IN THE SYSTEMS OF CASELLE'S THIRD PARTY SERVICE PROVIDERS. CASELLE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THIRD PARTY ACTS OR OMISSIONS INCLUDING, WITHOUT LIMITATION, LOSS OF CUSTOMER DATA. FURTHERMORE, CASELLE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE

CONDITIONS OF ANY OF CASELLE'S WEBSITES OR HOSTED SERVERS DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE OR TELECOMMUNICATIONS PROVIDERS, AND FOR ANY OTHER REASON. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) CASELLE HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY THIRD PARTY HOSTED SERVICES OR HARDWARE.

9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 9.1. Maximum Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CASELLE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES (INCLUDING IN RELATION TO THE SEPARATE SPECIFIC TERMS) TO CUSTOMER OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (a) THE AMOUNT OF ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER AND/OR THE THIRD PARTY, OR (b) THE AMOUNTS PAID TO CASELLE BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY CASELLE. UNDER NO CIRCUMSTANCES WILL CASELLE BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM HACKING OR OTHER UNAUTHORIZED ACCESS TO CUSTOMER'S ACCOUNT, CUSTOMER DATA OR ANY OTHER INFORMATION OF CUSTOMER OBTAINED BY CASELLE IN RELATION TO CUSTOMER'S USE OF THE SERVICES. IF CUSTOMER IS A CALIFORNIA RESIDENT, CUSTOMER EXPRESSLY WAIVES ITS RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
- 9.2. Exclusion of Damages. IN NO EVENT WILL CASELLE BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM LOST REVENUE, LOSS OF BUSINESS, LOST OF ACTUAL OR ANTICIPATED PROFITS, LOST SAVINGS, LOSS OR CORRUPTION OF CUSTOMER DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, INJURY, DEATH, OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, ALL REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF CASELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION.

- 9.3. Basis of Bargain. The foregoing limitations and exclusions are an essential part of the parties' agreement and will apply even if any remedy fails in its essential purpose.
- 9.4. Customer Indemnity. Customer agrees to defend, indemnify and hold Caselle, its parent, subsidiaries, affiliates, officers, managers, directors, shareholders, members, employees, agents and representatives harmless from and against any and all claims, losses, liabilities, damages, judgments, penalties, costs and expenses (including but not limited to reasonable attorneys' fees and collection costs) arising out of or related to (a) any suit, claim or proceeding relating to the processing of Customer Data, (b) Customer's or Customer's employees', agents', representatives' or Users' (collectively, "**Customer's Representatives**") use or misuse of the Services or negligent or willful misconduct, (c) any activity occurring under Customer account(s), (d) any misrepresentation by Customer, (e) Customer's Representatives' acts or omissions in connection with the Services, Customer's business operations, or Customer's products or services, (f) Customer or Customer's Representatives' violation of the rights of any third party including, without limitation, intellectual property rights or privacy rights, (g) any actual or alleged breach of Customer's representations, warranties or obligations set forth in this Agreement, the Order or the Documentation, (h) Customer's violation of any applicable law, rule or regulation, (i) any claim by Customer's customers in connection with the Services, Customer's business operations or Customer's products or services, and (j) any third party's access to Customer's account or the Services using Customer's account credentials.

10. MISCELLANEOUS

- 10.1. Independent Contractors. Caselle and Customer are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.2. Notices. Caselle may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received twenty-four (24) hours after they are sent. Customer may send notices pursuant to this Agreement to sales@Caselle.com and such notices will be deemed received seventy-two (72) hours after they are sent. Either party may also send notices to the other party at the address provided in the introduction via recognized overnight carrier, and such notices will be deemed received the following business day if sent for next day delivery.
- 10.3. Severability. If any term or provision of this Agreement should be declared unlawful, void or unenforceable, the remaining terms and provisions of this Agreement shall be unimpaired and remain in full force and effect, and the unlawful, void or unenforceable term or provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under applicable law.
- 10.4. Entire Agreement. This Agreement, together with any Orders and documents referenced in this Agreement, constitutes the entire agreement and understanding between Caselle and Customer relating to the subject matter of this Agreement and supersedes any and all previous and contemporaneous communications, proposals, warranties, representations or agreements, whether written or oral, with respect to the subject matter of this Agreement. Any term or condition in any document provided by Customer that is in addition to or inconsistent with the terms and conditions of this Agreement (but that purports to relate to the subject matter of

this Agreement) is hereby expressly rejected, and Caselle's acceptance of any offer or order of Customer is expressly made in reliance on Customer's assent to all of the terms and conditions of this Agreement.

- 10.5. Conflicts; Order of Precedence. In the event of a conflict between provisions of this Agreement, an Order, the Documentation, or other attachment, the following order of precedence will govern: (1) an Order, with more recent Orders taking precedence over earlier Orders; (2) this Agreement; and (3) the Documentation.
- 10.6. No Assignment. Customer shall not assign this Agreement, any interest in this Agreement, or any rights hereunder, or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without Caselle's prior express written approval, which approval shall not be unreasonably withheld. Any such purported assignment or delegation by Customer without Caselle's prior written consent will be null and void and of no force or effect. Caselle may assign this Agreement without Customer's prior written consent to an affiliate or in connection with a change of control, merger, acquisition, or sale of all or of substantially all of its assets.
- 10.7. Amendment. Caselle reserves the right, in our sole discretion, to modify or change the Services and/or this Agreement or any part thereof at any time without prior notice to Customer. Caselle may amend this Agreement by posting a Notice of Revision and revised Agreement on its website and/or delivering a Notice of Revision and revised Agreement to Customer through Customer's account (if applicable) or to Customer's contact email address, each of which will be effective as of the time of posting or delivery, as applicable. Customer is responsible for reviewing Caselle's website, Customer account, and contact email account on a regular basis. Customer's access to and use of any of the Services following the posting or delivery of an amendment constitutes Customer's consent to such amendment.
- 10.8. Choice of Law and Jurisdiction. This Agreement and the rights, duties and obligations of the parties hereto are to be governed by, construed and enforced according to the laws of the State of Delaware and applicable controlling U.S. federal law, without regard to any conflict of law rules or principles. Any dispute arising out of or related to this Agreement shall be resolved only in the state or federal courts located in New Castle County, Delaware, and Customer and Caselle hereby submit to the exclusive jurisdiction of such courts. Customer irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Delaware, or to in personam jurisdiction, provided that service is effective. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 10.9. Force Majeure. Caselle will not be responsible for any delay or failure to perform its obligations specified in this Agreement due to causes beyond Caselle's reasonable control including, without limitation, failure or malfunction of Customer's or third party service provider's equipment, disruptions of Internet protocol ("IP") service through intermediate carriers, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, pandemics, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority.

- 10.10. Waiver. Failure by Caselle to enforce any rights or remedies under this Agreement or any Order will not be construed as a waiver of such rights or remedies, and a waiver by Caselle of a default under this Agreement or any Order in one or more instances will not be construed as constituting a continuing waiver or as a waiver of any other rights or remedies under this Agreement or any Order. Caselle will not be deemed to have waived any rights or remedies under this Agreement or any Order unless such waiver is in writing and signed by a duly authorized representative of Caselle.
- 10.11. Use of Customer Name. Customer hereby consents to Caselle's use of Customer's name and logo to identify Customer as a customer or user of the Services in Caselle's marketing materials.
- 10.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[Remainder of page intentionally left blank]

CERTIFICATE *of* SIGNATURE

REF. NUMBER
VQSHE-4TBW5-VA9WG-MANUF

DOCUMENT COMPLETED BY ALL PARTIES ON
10 JUL 2025 18:02:57 UTC

SIGNER

CHAD JARVI

EMAIL
CJARVI@CASELLE.COM

TIMESTAMP

SENT
10 JUL 2025 17:57:24 UTC
VIEWED
10 JUL 2025 18:02:35 UTC
SIGNED
10 JUL 2025 18:02:57 UTC

SIGNATURE



IP ADDRESS
66.168.6.186

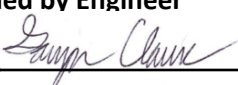
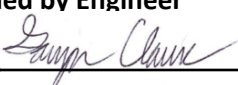
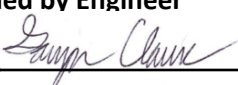
LOCATION
WAUNAKEE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
10 JUL 2025 18:02:35 UTC



Contractor's Application for Payment

Owner: <u>City of Crete</u> Engineer: <u>JEO Consulting Group, Inc.</u> Contractor: <u>NLC, LLC</u> Project: <u>2024 Crete Street and Alley Improvements</u> Contract: <u>2024 Crete Street and Alley Improvements</u>	Owner's Project No.: _____ Engineer's Project No.: <u>240578.00</u> Contractor's Project No.: _____																								
Application No.: <u>3</u> Application Date: <u>8/4/2026</u>																									
Application Period: From <u>7/1/2026</u> to <u>8/4/2026</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 730,377.48</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 85,574.41</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 815,951.89</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 724,037.09</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. 5% X \$ 724,037.09 Work Completed =</td><td style="text-align: right;">\$ 36,201.85</td></tr><tr><td> b. 5% X \$ - Stored Materials =</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 36,201.85</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 687,835.24</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 213,826.63</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 474,008.61</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: right;">\$ 128,116.65</td></tr></table>		1. Original Contract Price	\$ 730,377.48	2. Net change by Change Orders	\$ 85,574.41	3. Current Contract Price (Line 1 + Line 2)	\$ 815,951.89	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 724,037.09	5. Retainage		a. 5% X \$ 724,037.09 Work Completed =	\$ 36,201.85	b. 5% X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 36,201.85	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 687,835.24	7. Less previous payments (Line 6 from prior application)	\$ 213,826.63	8. Amount due this application	\$ 474,008.61	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 128,116.65
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Stacy M. Portwine - Managing Member</u>																									
Signature: <u>Stacy M. Portwine - Managing Member (elec. Sig.)</u> Date: <u>8/4/2026</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; vertical-align: top;">Recommended by Engineer By: <u></u> Title: <u>Construction Engineer EI</u> Date: <u>8/10/2026</u></td><td style="width: 50%; vertical-align: top;">Approved by Owner By: _____ Title: _____ Date: _____</td></tr><tr><td colspan="2">Approved by Funding Agency</td></tr><tr><td style="vertical-align: top;">By: _____ Title: _____ Date: _____</td><td style="vertical-align: top;">By: _____ Title: _____ Date: _____</td></tr></table>		Recommended by Engineer By: <u></u> Title: <u>Construction Engineer EI</u> Date: <u>8/10/2026</u>	Approved by Owner By: _____ Title: _____ Date: _____	Approved by Funding Agency		By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																		
Recommended by Engineer By: <u></u> Title: <u>Construction Engineer EI</u> Date: <u>8/10/2026</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency																									
By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	240578.00
Contractor:	NLC, LLC	Contractor's Project No.:	
Project:	2024 Crete Street and Alley Improvements		
Contract:	2024 Crete Street and Alley Improvements		

Application No.: 3 Application Period: From 07/01/26 to 08/04/26 Application Date: 08/04/26

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
			Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
GROUP A - STREET IMPROVEMENTS											
1	Mobilization	1.00	LS	27,602.50	27,602.50	0.75	20,701.88		20,701.88	75%	6,900.62
2	Bonding and Insurance	1.00	LS	8,500.00	8,500.00	1.00	8,500.00		8,500.00	100%	-
3	Clearing and Grubbing	1.00	LS	13,340.00	13,340.00	1.00	13,340.00		13,340.00	100%	-
4	Temporary Traffic Control Measures	1.00	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
5	Remove Tree (6" -12")	11.00	EA	1,035.00	11,385.00	9.00	9,315.00		9,315.00	82%	2,070.00
6	Remove Tree (14" - 24")	13.00	EA	1,150.00	14,950.00	15.00	17,250.00		17,250.00	115%	(2,300.00)
7	Remove Tree (30" - 36")	4.00	EA	1,437.50	5,750.00	5.00	7,187.50		7,187.50	125%	(1,437.50)
8	Remove Tree (36" - 48")	4.00	EA	2,300.00	9,200.00	4.00	9,200.00		9,200.00	100%	-
9	Remove Tree (54")	1.00	EA	4,600.00	4,600.00	1.00	4,600.00		4,600.00	100%	-
10	Relocate Sign	3.00	EA	100.00	300.00		-		-	0%	300.00
11	Relocate Mailbox	4.00	EA	150.00	600.00		-		-	0%	600.00
12	Remove Pavement	374.00	SY	9.50	3,553.00	374.00	3,553.00		3,553.00	100%	-
13	Remove Concrete Sidewalk	420.00	SF	1.14	478.80	420.00	478.80		478.80	100%	-
14	Remove Landscape Brick	22.00	LF	14.11	310.42	22.00	310.42		310.42	100%	-
15	Reconstruct Manhole	3.00	EA	5,750.00	17,250.00	3.00	17,250.00		17,250.00	100%	-
16	Adjust Manhole to Grade w/ New Ring and Cover	1.00	EA	948.75	948.75	1.00	948.75		948.75	100%	-
17	Connect Existing Sanitary Sewer Main	8.00	EA	517.50	4,140.00	8.00	4,140.00		4,140.00	100%	-
18	4" PVC SDR 40	272.00	LF	21.28	5,788.16	272.00	5,788.16		5,788.16	100%	-
19	4" Service Saddle	8.00	EA	356.50	2,852.00	8.00	2,852.00		2,852.00	100%	-
20	4" Cap, PVC	8.00	EA	115.00	920.00	8.00	920.00		920.00	100%	-
21	4" 45 Degree Bend, MJ	8.00	EA	500.25	4,002.00	8.00	4,002.00		4,002.00	100%	-
22	7" PCC Pavement	3,645.00	SY	64.00	233,280.00	3,400.00	217,600.00		217,600.00	93%	15,680.00
23	6" PCC Driveway	239.00	SY	72.00	17,208.00	200.00	14,400.00		14,400.00	84%	2,808.00
24	Subgrade Preparation	3,884.00	SY	2.70	10,486.80	3,600.00	9,720.00		9,720.00	93%	766.80
25	5" PCC Sidewalk	7,809.00	SF	6.00	46,854.00	3,500.00	21,000.00		21,000.00	45%	25,854.00
26	Detectable Warning Panels	90.00	SF	35.00	3,150.00	45.00	1,575.00		1,575.00	50%	1,575.00
27	4" Aggregate Surfacing	4.00	TONS	156.47	625.88	4.00	625.88		625.88	100%	-
28	Concrete Header	32.00	LF	8.00	256.00	32.00	256.00		256.00	100%	-
29	Hydro-Seeding, Fertilizer and Mulch	1.00	ACRE	8,627.30	8,627.30		-		-	0%	8,627.30
30	Erosion Control Mat	14.00	SY	178.25	2,495.50		-		-	0%	2,495.50
31	Silt Fence, Low Porosity	75.00	LF	6.90	517.50		-		-	0%	517.50
32	Stabilized Construction Entrance	1.00	EA	2,532.88	2,532.88		-		-	0%	2,532.88
33	Curb Inlet Sediment Filter	1.00	EA	460.00	460.00		-		-	0%	460.00
34	Trench Drain	2.00	EA	2,000.00	4,000.00		-		-	0%	4,000.00
35	Excavation, Established Quantity	734.00	CY	59.23	43,474.82	734.00	43,474.82		43,474.82	100%	-
36	Remove and Salvae Fire Hydrant Assembly	2.00	EA	1,293.75	2,587.50	2.00	2,587.50		2,587.50	100%	-
37	Install Salvaged Fire Hydrant Assembly with New Lead	2.00	EA	2,070.00	4,140.00	2.00	4,140.00		4,140.00	100%	-
GROUP B - WATER											
1	Remove Gate Valve and Box	7.00	EA	1,063.75	7,446.25	7.00	7,446.25		7,446.25	100%	-
2	Remove 90 Degree Bend	1.00	EA	402.50	402.50	1.00	402.50		402.50	100%	-
3	6" Gate Valve and Box, MJ	5.00	EA	2,788.75	13,943.75	3.00	8,366.25		8,366.25	60%	5,577.50
4	Connect to Existing Water Main	3.00	EA	1,897.50	5,692.50	3.00	5,692.50		5,692.50	100%	-
5	6" x 6" x 6" Tee, MJ	4.00	EA	701.50	2,806.00	4.00	2,806.00		2,806.00	100%	-
6	6" PVC Water Main, DR 18	677.00	LF	39.39	26,667.03	677.00	26,667.03		26,667.03	100%	-
7	Abandon Existing Water Main	1.00	LS	1,725.00	1,725.00	1.00	1,725.00		1,725.00	100%	-
8	6" Cap, MJ	1.00	EA	431.25	431.25	1.00	431.25		431.25	100%	-
9	Curb Stop	1.00	EA	408.25	408.25	1.00	408.25		408.25	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	240578.00
Contractor:	NLC, LLC	Contractor's Project No.:	
Project:	2024 Crete Street and Alley Improvements		
Contract:	2024 Crete Street and Alley Improvements		

Application No.:	3	Application Period:	From	07/01/26	to	08/04/26	Application Date:	08/04/26
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
10	Reinstate Water Service - Connect to New Main	5.00	EA	1,063.75	5,318.75	5.00	5,318.75		5,318.75	100%	-
11	Adjust Curb Stop to Grade	5.00	EA	143.75	718.75	5.00	718.75		718.75	100%	-
GROUP C - ALLEY IMPROVEMENTS BETWEEN 12TH ST. AND 13TH ST., OAK AVENUE TO NORMAN											
1	Mobilization	1.00	LS	6,817.50	6,817.50	-	-		-	0%	6,817.50
2	Bonding and Insurance	1.00	LS	1,400.00	1,400.00	-	-		-	0%	1,400.00
3	Temporary Traffic Control Measures	1.00	LS	2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
4	Remove Pavement	660.00	SY	11.57	7,636.20	660.00	7,636.20		7,636.20	100%	-
5	Remove PCC Sidewalk	35.00	SF	8.87	310.45	35.00	310.45		310.45	100%	-
6	7" PCC Pavement	414.00	SY	77.25	31,981.50	414.00	31,981.50		31,981.50	100%	-
7	6" PCC Pavement	280.00	SY	72.00	20,160.00	280.00	20,160.00		20,160.00	100%	-
8	Subgrade Preparation	694.00	SY	5.04	3,497.76	694.00	3,497.76		3,497.76	100%	-
9	5" PCC Sidewalk	58.00	SF	6.00	348.00	58.00	348.00		348.00	100%	-
10	Detectable Warning Panels	10.00	SF	35.00	350.00	10.00	350.00		350.00	100%	-
11	4" Aggregate Surfacing	7.00	TONS	156.47	1,095.29		-		-	0%	1,095.29
12	Non-Integral Curb and Gutter	156.00	LF	47.50	7,410.00	156.00	7,410.00		7,410.00	100%	-
13	Seeding, Fertilizer and Mulch	75.00	SF	5.75	431.25		-		-	0%	431.25
14	Excavation, Established Quantity	5.00	CY	957.38	4,786.90		-		-	0%	4,786.90
GROUP D - ALLEY IMPROVEMENTS NORTH OF EAST 12TH ST. AND WEST OF LINDEN AVE.											
1	Mobilization	1.00	LS	3,415.00	3,415.00	1.00	3,415.00		3,415.00	100%	-
2	Bonding and Insurance	1.00	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
3	Temporary Traffic Control Measures	1.00	LS	750.00	750.00	1.00	750.00		750.00	100%	-
4	Remove Pavement	368.00	SY	10.17	3,741.09	368.00	3,741.09		3,741.09	100%	-
5	7" PCC Pavement	357.00	SY	77.25	27,578.25	357.00	27,578.25		27,578.25	100%	-
6	Subgrade Preparation	357.00	SY	12.35	4,408.95	357.00	4,408.95		4,408.95	100%	-
7	Non-Integral Curb and Gutter	67.00	LF	47.50	3,182.50	67.00	3,182.50		3,182.50	100%	-
8	Remove and Replace Grate Inlet	2.00	EA	5,175.00	10,350.00	2.00	10,350.00		10,350.00	100%	-
Original Contract Totals					\$ 730,377.48		\$ 638,818.94	\$ -	\$ 638,818.94	87%	\$ 91,558.54

Contractor's Application for Payment

Owner:	City of Crete	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	240578.00
Contractor:	NLC, LLC	Contractor's Project No.:	
Project:	2024 Crete Street and Alley Improvements		
Contract:	2024 Crete Street and Alley Improvements		

Application No.: 3		Application Period:		From	07/01/26	to	08/04/26	Application Date: 08/04/26			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
	WCD 001										
WCD 1-1	72" Elm Rmoval	1.00	EA	6,750.00	6,750.00	1.00	6,750.00		6,750.00	100%	-
	WCD 002 - Oak Avenue to Norman Avenue Alley										
WCD 2-1	Mobilization	1.00	LS	11,817.50	11,817.50	1.00	11,817.50		11,817.50	100%	-
WCD 2-2	Bonding and Insurance	1.00	LS	2,200.00	2,200.00	1.00	2,200.00		2,200.00	100%	-
WCD 2-3	#5 Rebar	7,144.00	LB	2.50	17,860.00	7,200.00	18,000.00		18,000.00	101%	(140.00)
WCD 2-4	Geogrid	694.00	SY	3.00	2,082.00	694.00	2,082.00		2,082.00	100%	-
WCD 2-5	4" Crushed Concrete	108.00	TONS	66.00	7,128.00	197.64	13,044.24		13,044.24	183%	(5,916.24)
WCD 2-6	Lean Clay Imported, 7" Depth	135.00	CCY	47.50	6,412.50	-	-		-	0%	6,412.50
WCD 2-7	Waste Excavation, 12"	231.00	CY	75.00	17,325.00	231.00	17,325.00		17,325.00	100%	-
WCD 2-8	Concrete Pumping for 6"	30.80	CY	28.50	877.80	30.80	877.80		877.80	100%	-
WCD 2-9	Concrete Pumping for 7"	90.20	CY	28.50	2,570.70	90.20	2,570.70		2,570.70	100%	-
WCD 2-10	Concrete Pumping for 6" - Assessed	21.50	CY	28.50	612.75	21.50	612.75		612.75	100%	-
WCD 2-11	6" PCC Pavement, South Parking Area Adder - Assessed	129.00	SY	72.00	9,288.00	129.00	9,288.00		9,288.00	100%	-
WCD 2-12	Subgrade Preparation, South Parking Area Adder - Assessed	129.00	SY	5.04	650.16	129.00	650.16		650.16	100%	-
	WCD 003 - Storm/Sanitary Sewer Point Repairs and Main Repairs				-		-		-		-
WCD 3-1	Point Repairs, Sanitary/Storm		EA	700.00	-		-		-		-
WCD 3-2	Main Repairs, Sanitary/Storm		LF	70.00	-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
Change Order Totals					\$ 85,574.41		\$ 85,218.15	\$ -	\$ 85,218.15	100%	\$ 356.26
Original Contract and Change Orders											
Project Totals					\$ 815,951.89		\$ 724,037.09	\$ -	\$ 724,037.09	89%	\$ 91,914.80