



CITY OF SEWARD
City Council
CITY OF SEWARD Regular Meeting
Agenda

Tuesday, March 3, 2020 7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, March 3, 2020, in Municipal Building Council Chambers 142 North 7th St, Seward, NE 68434, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at Council Chambers beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

MINUTES

1. Draft Minutes of February 18, 2020- City Clerk Otte

CONSENT AGENDA

1. Claims & Payables Reports
2. Seward County Chamber & Development Partnership Report
3. Infrastructure Cost Items Reimbursable Back to the City

CONFIRMATION OF MAYOR APPOINTMENTS

1. Reappoint Larry Goldsmith to the Tree Board for a 3-Yr Term

PUBLIC HEARINGS

1. Public Hearing - 7:00 p.m. - Liquor License Application of City of Seward, dba Seward Community Golf Course, 1046 Country Club Dr., Seward, NE - City Administrator Butcher
 - A. Resolution Recommending Approval of a Class C Liquor License for City of Seward, dba Seward Community Golf Course
 - B. Application Recommending Cody Herald as Manager of Class C Liquor License for City of Seward, dba Seward Community Golf Course, 1046 Country Club Dr., Seward

ADMINISTRATIVE ITEMS

1. Supplemental Letter Agreement with Short Elliot Hendrickson Inc. (SEH) for Professional Engineering Services to Develop a Plat for the Remaining Unplatted Portions of the Seward Rail Campus - City Administrator Butcher
2. Plans and Specifications for Seward Electric and Water Advanced Metering Infrastructure (AMI) Improvements as Prepared by Olsson, and Authorization Advertisement for Bids. - Craig Reinsch, Olsson
3. Agreement with BNSF Railway Company for Improvements to Elm Street Rail Crossing - City Administrator Butcher
4. Agreement for Professional Construction Engineering Services with Schemmer Associates, Inc. for Construction of the Waverly Road Project - City Administrator Butcher

REPORTS

1. City Administrator's Report - City Administrator Butcher

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

February 18, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, February 18, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Ellen Beck, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix. Absent: None. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Memorial Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the north wall of the Municipal Building and copies are available on the north wall where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. APPROVAL OF MINUTES OF FEBRUARY 4, 2020 COUNCIL MEETING

Councilmember Schmit moved, seconded by Councilmember Singleton, that the minutes of the February 4, 2020 City Council meeting be approved.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: None. Motion carried.

1-5. CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports
2. City Treasurer Report
3. City Codes Director Report
4. Police Department Report
5. Infrastructure Cost Items Reimbursable Back to the City

CLAIMS LIST
2-18-20
COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements; GU, Grounds Upkeep.

February 18, 2020

Advantage Archives LLC	Se	555.00
Almquist Maltzahn Gallowa	Se, Audit	29,700.00
Amazon.Com Credit Service	Su, Bu	361.91
Baker & Taylor	Su	2,465.25
Baldinger Charlotte	Mi	21.27
Bizco Technologies	Se	4,212.78
Black Hills Energy	Ut	1,827.04
Blue Cross Blue Shield Ne	Ins	48,868.70
Bluestem Network LLC	Se	100.00
Cafe On The Square	Meals; Annual Emp Recog	2,442.76
Campbell Cleaning	Se	975.00
Capital Business-Cheyenne	Eq, Su	10,646.30
Cash-Wa Distributing Co	Su, Meals	329.00
Central Pump & Motor LLC	Bu	1,908.90
Cheerful Books LLC	Su	23.96
Chemsearch	Su, Ma	606.50
City Seward Buildings/Gr	Op	6,000.00
City Seward Library Petty	Su	152.56
City Seward Merchant Serv	Ex, Se	2,304.09
City Seward Payroll Accou	Payroll	288,307.75
City Seward Petty Cash Fu	Su, Ex, Misc	266.30
Constellation Newenergy	Ut	2,473.74
Cornhusker International	Re	644.89
Covalt Drew	Ex	40.00
Cross Creek Animal Health	Se	180.00
Dunn Sean	Ex	10.00
Eakes Office Solutions	Su, Ma	287.88
Ecolab	Su	433.62
Electronic Contracting Co	Ma	81.00
Emergency Medical Product	Su, Ma	656.00
Engineered Fluid Inc	Ma	2,823.43
Farmers Coop Seward	Su, Re	4,837.20
Fastenal Company	Su	62.60
Galls LLC	Un	163.78
General Fire & Safety Eq	Se, Ma	141.00
Gomez Johnny	Ex	75.00
Graybar	Ci	711.75
Hach Company	Su	351.56
Hansen Dan	Meal	7.79
Hawkins Inc	Su	1,128.54
Helmlink Printing/Grph Inc	Su	196.00
Hobson Automotive & Tire	Re, Ma	136.00
Hoffschneider Law Pc LLO	Se	3,592.93
Home Depot Pro	Su	76.40
Hughes Theo	Ex	10.00
Hydraulic Equipment Servi	Su, Tools	241.53
Int'l Assoc Chiefs Of Pol	Dues	190.00
J E O Consulting Group In	Se	6,341.00
Jackson Services Inc	Su	171.65
Klenke Danielle	Ex	60.00
Konica Minolta Business S	Ma	31.06
Koranda Lodeen	Option	5,000.00
Koranda Rodney & Carman	Option	5,000.00
Land O Lakes/Agriliance	Incentive	3,490.00
Last Mile Network Consult	Se	216.26
Lee's Refrigeration	Ma	18.90
Liska Samantha	Ex	45.00
Loden Books LLC	Su	39.99
Luebbe Ken	Incentive	2,400.00
Matheson Tri-Gas Inc	Su	52.54
Memorial Health-Drug	Se	277.00
Menards North	Emp Years of Service Award	80.00

February 18, 2020

Midwest Auto Parts	Re, Su	227.03
Midwest Automotive	Re	4,988.62
Midwest Laboratories Inc	Se	771.53
Midwest Service & Sales	Su, Re	632.50
Midwest Turf & Irrigation	Re	494.26
Miller Tanya	Ex	15.00
Nat'l Audio Company	Su	254.55
Navis Dawn	Ex	25.00
Nebraska Bounce	Ex	300.00
Nebraska Fire Marshal	Se, Ma	120.00
Nebraska Pub Pow-Desmoine	Incentive, Ut	485,365.16
Nebraska Treasurer	Dog Fees	85.40
Neeley David/Joanne	Ex	25.00
Niemann's Port-A-Pot LLC	Se	100.00
Norris Public Power Distr	Ut, Pole Fees	932.00
O C L C Inc	Se	208.30
Oborny Samantha	Ex	45.00
Olsson	Se	4,922.75
One Call Concepts Inc	Se	64.14
One Source Background Che	Se	38.00
O'Reilly Automotive Inc	Su, Re	344.49
Orscheln Farm & Home	Su, Bu, Re	196.68
Pac 'N' Save Discount Foo	Su, Meals, Bu	6,853.77
Paper Tiger Shredding	Se	30.00
Peery Camden	Ex	75.00
Pfabe Jerrald	Ex	25.00
Pitney Bowes Inc	Ma, Se	105.00
Plains Equipment Group In	Re, Su	1,864.64
Principal Financial Group	Ins	2,160.15
Q A Balance Services	Su	85.00
Quill Corp	Su, Eq	100.34
Richtig Tim L	Parking, Ex	11.25
Rolenc Tayte	Ex	10.00
Ruether Larry L	Su	100.00
Sargent Drilling Inc	Su, Ci	28,623.54
Seward County Chamber & D	Ex, Svc Awrđ, Emp Rec Event	1,091.76
Seward County Clerk/Reg D	Ex	16.00
Seward County Independent	Ex, Su	1,128.98
Seward County Treasurer	SE	18,692.50
Seward Lumber & Home Cent	Su, Gu, Bu, Su	721.14
Seward School District	Fines	30.19
Seward Wind LLC	Ut	39,560.50
Sid Dillon - Wahoo	Re	449.03
Smith Addison	Ex	75.00
Sommerer Gracen	Ex	50.00
Stroup Parker	Ex	20.00
Time Warner Cable	Se	29.99
Twin Oaks Place Ne LLC	Refnd	1,908.07
Valentino's	Ex	66.78
Verizon Wireless	Se	174.87
Vessco Inc	Ma	420.02
Visa - Pinnacle Bank		818.61
Walmart	Su, Bu, Re, Misc	239.16
Pac N Save	Misc	5.99
SamsClub	Su, Bu	246.26
Har*Internet	Su	143.82
WorkplacePro	Un	201.20
Kalmbach Subscript	Su	42.75
Credit for Overpayment		
Prior Mo	Cr	-60.57
Wesco Distribution Inc	Re	267.50
Windstream Nebraska Inc	Se	1,901.35

February 18, 2020

Winkelmann Faith	Ex	30.00
	CLAIMS TOTAL	<u>\$1,052,502.50</u>

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
 Nay: None
 Absent: None. Motion carried.

** Mayor Eickmeier rearranged the order of agenda items**

ADMINISTRATIVE ITEMS

1. PRESENTATION AND ACCEPTANCE OF SEWARD MEMORIAL LIBRARY ANNUAL REPORT

Library Director Becky Baker presented the 2019 Annual Library Report, offering highlights and statistics for the year.

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that the 2019 Annual Library Report be accepted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
 Nay: None
 Absent: None. Motion carried.

PUBLIC HEARINGS

1. PUBLIC HEARING - 7:00 P.M. - UPDATES TO THE CITY OF SEWARD'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ECONOMIC DEVELOPMENT PLAN

Trey Ertmer, SENDD, stated the City of Seward received a Community Development Block Grant for Economic Development to make loans to private businesses, which result in repayments to the City. In order to allow the City to use these repayments for additional Economic Development Projects, a plan must be adopted that establishes policies and procedures for consideration and approval of new Economic Development Projects. Updates to the Economic Development Plan have been prepared to meet the current requirements for use of Community Development Block Grant Program Income.

Mayor Eickmeier opened the public hearing. Mayor Eickmeier closed the public hearing.

RESOLUTION ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ECONOMIC DEVELOPMENT PLAN

Councilmember Kamprath introduced the following resolution:

RESOLUTION NO. 2020-7

TO ADOPT AN ECONOMIC DEVELOPMENT PLAN, HERETO ATTACHED AND MADE A PART OF THIS RESOLUTION, TO USE PROGRAM INCOME FROM COMMUNITY DEVELOPMENT BLOCK GRANTS AND TO PROVIDE FOR ADMINISTRATION OF THE PLAN.

WHEREAS, the **CITY OF SEWARD, NEBRASKA** has received a Community Development Block Grant for Economic Development; and,

WHEREAS, the Grant funds for Economic Development are used to make loans to private businesses which result in repayments to the City; and,

WHEREAS, in order to allow the City to use these repayments for additional Economic Development Projects, a plan must be adopted that establishes policies and procedures for consideration and approval of new Economic Development Projects; and,

February 18, 2020

WHEREAS, an updated Economic Development Plan has been prepared which meets the requirements for use of Community Development block Grant Program income.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seward, Nebraska, hereby adopts the **ECONOMIC DEVELOPMENT PLAN** hereto attached and made part of this resolution, for the use of program income from Community Development Block Grants.

Councilmember Beck moved, seconded by Councilmember Schmit, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: None. Motion carried.

Passed and adopted this 18th day of February, 2020.

CITY OF SEWARD, NEBRASKA

Mayor Joshua Eickmeier

ATTEST:

Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

2. PUBLIC HEARING - 7:00 P.M. - USE OF \$17,161.38 OF COMMUNITY DEVELOPMENT BLOCK GRANT - ECONOMIC DEVELOPMENT PROGRAM INCOME REUSE LOAN FUND (CDBG-EDLF) FUNDING FOR FINANCING UNDER THE APPROVED ECONOMIC DEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA FOR USE OF PROGRAM INCOME OF A PRIOR COMMUNITY DEVELOPMENT BLOCK GRANT FOR ECONOMIC DEVELOPMENT

Trey Ertmer, SENDD presented a CDBG Economic Development Reuse Loan request from "Kosmicki Koch Associates, LLC" dba Café on the Square, in the amount of \$17,161.38 to assist with the purchase and installation of a new water heater and HVAC units for their business located at 101 6th Street. All of the CDBG EDLF "Reuse Loan" funds will be used for activities that will meet the CDBG national objective of benefiting low-to-moderate income persons.

For the City of Seward CDBG EDLF "Reuse Loan", the business will be required to create 0.50 full time equivalent (FTE) job positions as a result of this performance based financing. He stated the funding use does not have to be directly tied to the job positions created. The only requirement is that positions are created. The CDBG EDLF funded activities are unlikely to result in the residential displacement of people, and should such displacement occur it will be minimized and resolved pursuant to the City of Seward's anti-displacement and relocation plans.

Mayor Eickmeier opened the public hearing. Chelsey Kosmicki, 101 S 6th Street, Seward and Lacey Koch, 1067 Eastridge Dr., Seward, stated the purchase of two new HVAC units will replace two of the three for the business. Mayor Eickmeier closed the public hearing.

City Administrator Butcher stated the CDBG Application Review Committee unanimously approved the application. He added that there are no current outstanding loans, so no additional funds will be coming in. The reuse funds have been sitting dormant and according to a Memorandum issued December 20,

February 18, 2020

2019 from Steve Charleston, CDBG Program Manager, Dept of Economic Development, if the funds are not repurposed prior to June 30, 2020, they will be required to be returned to the State. Mr. Butcher stated this will be a 10-year term loan at 0% interest. The loan is to be forgiven after 5 years, if the business meets the national objective of creating at least .50 full-time equivalent jobs within 24 months.

RESOLUTION APPROVING THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM INCOME FUNDS IN THE AMOUNT OF \$17,161.38 FROM THE ECONOMIC DEVELOPMENT LOAN FUND (EDLF) UNDER THE APPROVED ECONOMIC DEVELOPMENT PLAN FOR THE KOSMICKI KOCH ASSOCIATES, LLC, DBA CAFÉ ON THE SQUARE PROJECT

Councilmember Singleton introduced the following resolution:

RESOLUTION NO. 2020-8

To Use Community Development Block Grant (CDBG) Program Income from the Economic Development Loan Fund (EDLF) Under the approved Economic Development Plan

WHEREAS, the City of Seward, Nebraska, has adopted an "Economic Development Plan" for use of Community Development Block Grant (CDBG) Program Income funds from previous CDBG projects; and

WHEREAS, funds collected under the Economic Development Loan Fund (EDLF) are to be used for projects or programs providing direct or indirect financial assistance to qualifying businesses; and

WHEREAS, the Seward CDBG Revolving Loan Fund Review Committee has recommended a project, presented through application by an eligible business, for a "Reuse Loan" of \$17,161.38 under specified conditions; " to assist with the purchase and installation of a new water heater and HVAC units for their business located at 101 6th Street. Total project costs are estimated at \$17,161.38.

WHEREAS, the City of Seward, Nebraska has obtained its citizens' comments on community development and housing needs; and has conducted a public hearing upon the proposed use of the CDBG EDLF financing; all of the CDBG EDLF funds will be used for activities that will meet the CDBG National Objective of benefiting low-to-moderate income persons and will retain/create at least 0.50 full time equivalent (FTE) jobs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seward, Nebraska, that approval of the application and obligation of funds is authorized according to the recommendations of the Seward CDBG Revolving Loan Fund Review Committee, the Mayor of the City of Seward is hereby authorized to proceed with the formulation of any and all contracts, documents or other memoranda, as well as execute all necessary and appropriate documents on behalf of the City of Seward prior to closing on the project for "**Kosmicki Koch Associates, LLC**" dba **Café on the Square**" contingent upon approval of the City Attorney as to form.

Councilmember Wilken moved, seconded by Councilmember Schmit, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: None. Motion carried.

Passed and adopted on the 18th day of February, 2020 by the City Council of Seward, Nebraska.

February 18, 2020

Mayor Joshua Eickmeier

ATTEST:

Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

3. PUBLIC HEARING - 7:00 P.M. - USE OF \$127,000 OF COMMUNITY DEVELOPMENT BLOCK GRANT - ECONOMIC DEVELOPMENT PROGRAM INCOME REUSE LOAN FUND (CDBG-EDLF) FUNDING FOR FINANCING UNDER THE APPROVED ECONOMIC DEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA FOR USE OF PROGRAM INCOME OF A PRIOR COMMUNITY DEVELOPMENT BLOCK GRANT FOR ECONOMIC DEVELOPMENT

Trey Ertmer, SENDD, presented a CDBG Economic Development Reuse Loan request from "Bottle Rocket Brewing, LLC" dba Bottle Rocket Brewing Company, as a "Reuse Loan" in the amount of \$127,000, to assist in providing working capital for the initial expansion start-up costs for the business located at 230 S 5th Street. All of the CDBG EDLF "Reuse Loan" funds will be used for activities that will meet the CDBG national objective of benefiting low-to-moderate income persons.

For the City of Seward CDBG EDLF "Reuse Loan" the business will be required to create 3.63 full time equivalent (FTE) job positions as a result of this performance based financing. The CDBG EDLF funded activities are unlikely to result in the residential displacement of people, and should such displacement occur it will be minimized and resolved pursuant to the City of Seward's anti-displacement and relocation plans.

City Administrator Butcher stated the CDBG Application Review Committee unanimously approved the application. This is the remaining balance in the reuse loan fund. The loan was approved for a 7-year term at 0% interest.

Mayor Eickmeier opened the public hearing. Gerald Homp, 1210 Eastridge Dr., Jason Berry, 301 Lindel Ave., and Ryan Koch, 302 E Roberts St. were all present. They stated they are very excited about their expansion and are looking forward to the new label and expanding their market across the state. Mayor Eickmeier closed the public hearing.

RESOLUTION APPROVING THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM INCOME FUNDS IN THE AMOUNT \$127,000 FROM THE ECONOMIC DEVELOPMENT LOAN FUND (EDLF) UNDER THE APPROVED ECONOMIC DEVELOPMENT PLAN FOR THE BOTTLE ROCKET BREWING, LLC, DBA BOTTLE ROCKET BREWING COMPANY PROJECT

Councilmember Kolterman introduced the following resolution:

RESOLUTION NO. 2020-9

To Use Community Development Block Grant (CDBG) Program Income from the Economic Development Loan Fund (EDLF) Under the approved Economic Development Plan

WHEREAS, the City of Seward, Nebraska, has adopted an "Economic Development Plan" for use of Community Development Block Grant (CDBG) Program Income funds from previous CDBG projects; and

WHEREAS, funds collected under the Economic Development Loan Fund (EDLF) are to be used for projects or programs providing direct or indirect financial assistance to qualifying businesses; and

February 18, 2020

WHEREAS, the Seward CDBG Revolving Loan Fund Review Committee has recommended a project, presented through application by an eligible business, for a "Reuse Loan" of \$127,000.00 under specified conditions; to assist in providing working capital for the initial expansion start-up costs for the business located at 230 S 5th Street. Total project costs are estimated at \$202,000. Additional financing has been secured through private investment.

WHEREAS, the City of Seward, Nebraska has obtained its citizens' comments on community development and housing needs; and has conducted a public hearing upon the proposed use of the CDBG EDLF financing; all of the CDBG EDLF funds will be used for activities that will meet the CDBG National Objective of benefiting low-to-moderate income persons and will retain/create at least 3.63 full time equivalent (FTE) jobs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seward, Nebraska, that approval of the application and obligation of funds is authorized according to the recommendations of the Seward CDBG Revolving Loan Fund Review Committee, the Mayor of the City of Seward is hereby authorized to proceed with the formulation of any and all contracts, documents or other memoranda, as well as execute all necessary and appropriate documents on behalf of the City of Seward prior to closing on the project for "**Bottle Rocket Brewing, LLC**" dba **Bottle Rocket Brewing Company**" contingent upon approval of the City Attorney as to form.

Councilmember Miller moved, seconded by Councilmember Singleton, that the resolution be adopted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: None. Motion carried.

Passed and adopted on the 18th day of February, 2020 by the City Council of Seward, Nebraska.

CITY OF SEWARD, NEBRASKA

Mayor Joshua Eickmeier

ATTEST:

Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

4. ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE NONPROFIT DEVELOPMENT ORGANIZATION (NDO) SOUTHEAST NEBRASKA DEVELOPMENT, INC. (NDO), AND THE CITY OF SEWARD

Trey Ertmer, SENDD stated that Southeast Nebraska Development, Inc (NDO) is a nonprofit organization that can be utilized to defederalize the repayment of the reuse loan funds. He added that the current reuse funds are tied to a CDBG funding program that requires the funds to be paid back to the City. Because there are restrictions that reuse funds must be reloaned within twelve months of repayment, it is not feasible that there will be enough funds repaid from the current approved loans to meet that requirement. Mr. Ertmer stated the City can enter into the Memorandum of Understanding with SEND, Inc whereby the repayment will be made to SEND, Inc, which will be added to a larger pool of funds that can then be reloaned per the Reuse Plan. If the City does not agree to the MOU, then repayment of the funds would have to be repaid to the State of Nebraska,

February 18, 2020

with no opportunity for reuse. The MOU allows the money to stay locally in that local business could apply for funds through that larger pool of funds with the NDO. The City would have a representative on the NDO board that would be part of the review of new applications for the funds.

City Administrator Butcher stated that should the City apply for new CDBG funds, the Department of Economic Development would require the use of the NDO for repayment of the funding.

Councilmember Kolterman moved, seconded by Councilmember Schmit that the City enter in a Memorandum of Understanding (MOU) with the Nonprofit Development Organization (NDO) Southeast Nebraska Development, Inc. assigning all current CDBG (program income) and future CDBG (new grants) economic development projects funded through the City of Seward to the NDO.

Aye: Wilken, Beck, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: Kamprath
Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

2. RESOLUTION AWARDING BID FOR KAROL KAY BLVD, BADER-HILLCREST FEDERAL AID CITY PROJECT URB-6763(1) TO ME COLLINS CONTRACTING COMPANY, INC IN THE AMOUNT OF \$804,428.36 AND APPROVING PLANS AND SPECIFICATIONS USED IN THE NEBRASKA DEPARTMENT OF TRANSPORTATION BIDDING PROCESS (TABLED FROM 1-21-20)

City Administrator Butcher presented a timeline of events to this point stating awarding the bid on the Karol Kay Blvd, Bader-Hillcrest project was tabled from the previous two City Council meetings, awaiting additional information on a request from the Eastridge Homeowners Association (HOA) for a funding audit by the Office of Inspector General (OIG).

Mr. Butcher stated that the bid was set to expire; however, the contractor agreed to extend the bid deadline for an extra week in order for the City Council to consider it without having to call a special meeting, of which NDOT had noted was not an unusual request. He stated that City Attorney Hoffschneider worked with HOA Attorney Greg Damman to get a response from the OIG. A Freedom of Information Act (FOIA) request for documents from the OIG's office was requested with a response that no records existed.

The eminent domain process took place on the right-of-way property required for the project. Based on the appraisal of the property, appraiser comments were filed and the State of Nebraska sent payment to the Court. No appeal was filed by the HOA. Acquisition of this property is completed.

Mr. Butcher also read a letter issued to Gregory Damman, Attorney for the Homeowner's Association, from Russell L. Sommerfeld, Interim President, Concordia University, dated February 17, 2020. The letter stated, "On behalf of the University, I am writing to correct this reference, which is in error, and the record. Concordia University, Nebraska does not have any position on the Karol Kay Boulevard Street Project, stated or otherwise. Accordingly, the University requests that the Association correct its erroneous representation to the United States Department of Transportation and any other entity to which same as been asserted." (Reference made in audit request sent from the HOA to the OIG).

Mr. Butcher stated that the City received information this date regarding the OIG audit request. An email from Mr. Scott Harding, US Department of Transportation/OIG, to Greg Damman, dated February 18, 2020 stated, "The OIG exercises independent judgment in determining the best use of available resources to meet our responsibilities under the Inspector General Act. We have reviewed the material you provided, determined that your concerns do not

February 18, 2020

warrant a formal OIG Investigation/Inquiry and the appropriate venue may lie with the Federal Highway Administration (FHWA) and the State of Nebraska DOT. Our file is now closed and we are unable to reply to further communications regarding this matter."

Linda Gierke, 1126 Eastridge Dr., spoke in opposition of accepting and award the bid for the Karol Kay Blvd, Bader-Hillcrest project, stating that the bid document allows for three change orders, but does not limit the amount of the change orders and the increased amount of the cost of the project. She stated there is a federal cap to the project for their contribution; however, everything above that cap is on the citizens of Seward.

Dana Nottingham, 695 Graham Park Dr., spoke in opposition to awarding the bid for the Karol Kay Blvd, Bader-Hillcrest project stating the project proposes to alleviate congestion and traffic on Eastridge, but creates more congestion on Columbia. He also noted his opposition to the use of eminent domain in obtaining the property for the project.

Michelle Homp, 1210 Eastridge Dr., spoke in opposition to awarding the bid for the Karol Kay Blvd, Bader-Hillcrest project stating the cost of the project was too great for the anticipated time savings for travel benefit.

Julie McMeekin, 1888 Karol Kay Blvd., spoke in opposition to awarding the bid for the Karol Kay Blvd, Bader-Hillcrest project stating the project will cause extra traffic and speeding issues on Karol Kay Blvd.

Erin Weides, 756 N 4th Street, spoke in opposition to awarding the bid for the Karol Kay Blvd, Bader-Hillcrest project stating there is missing information on the project and the costs, especially for engineering, have increased considerably from the estimates in 2009. She said a project that started out with engineering costs of \$68,000 and increasing to \$208,000 is concerning. Ms. Weides stated a "shovel ready" project should not have taken this many years to complete.

Andy Schermbeck, 1106 Eastridge Dr., spoke in opposition to awarding the bid for the Karol Kay Blvd, Bader-Hillcrest project stating it is not a good project and appears it is only being approved because there is federal money for the project.

Jodi Gibson, Research Coordinator and Brendon Schmidt, Right-of-Way Division Manager with the Nebraska Department of Transportation were present.

Ms. Gibson responded to an earlier comment about why it took so long to complete a "shovel-ready" project. She said she does not know the full history of the project or if it would have been listed in the federal program "shovel ready" projects. She added that it is not uncommon for a project to take ten years to complete. There is a process that all federal aid projects must go through and this project followed the process. She said this particular project did require some redesign.

Mayor Eickmeier stated he was not aware that the City ever used the term of "shovel ready" when discussing the Karol Kay Blvd project.

City Administrator Butcher stated there have been several references to the original engineer's estimate of \$68,000 for this project. Mr. Butcher referenced a document that had been included in the HOA request for OIG audit (State of Nebraska Department of Roads Local Public Agency Project Programming Request DR-530, dated 1/28/2011) which has been misquoted for engineering costs. When the City first submitted this preliminary project for consideration of federal dollars, (Form DR-530), the estimated engineering costs were \$101,156 for the Professional Engineering Phase, not the misquoted \$68,000, which was just the federal portion for engineering.

February 18, 2020

There was a Council inquiry as to whether it was typical for a project to have the engineering increase to the level seen in this project. There was also an inquiry about the change orders for a project and whether they could be capped.

Ms. Gibson commented to the costs associated with reengineering the project. She stated the requirement for reengineering a portion of the project (moving the road), was a federal requirement. She said the DR-530 document referenced earlier is simply a statement of need and is a pre-preliminary estimate of costs. She said all of the numbers can change once a consultant begins working on the project. Ms. Gibson commented that all change orders will have to be approved by the City Council.

Mayor Eickmeier commented that it would be very difficult to set a cap on the change orders. There is a review of checks and balances in that the City Council has to approve each of the change orders.

City Administrator Butcher commented that he contacted Joseph Werning, Federal Highway Administration, Nebraska Division Administrator and he has signed off on this project and requested the project move forward to obtain the right-of-way (OIG deferred the audit inquiry to the Nebraska Federal Highway Administration).

Mr. Schmidt quickly reviewed the timeline of the prior year in contacting the HOA with negotiations and process for obtaining the right of way, which culminated in the eminent domain process. He said he feels the process met all good faith efforts for negotiation for the right-of-way.

Councilmember Singleton introduced the following resolution:

RESOLUTION NO. 2020 - 10

WHEREAS, there has been signed by the CITY OF SEWARD on the 6th day of December, 2011, and the State on the 5th day of January, 2012, an agreement providing for the construction of a Federal Aid City Project at the following location: KAROL KAY BLVD, BADER - HILLCREST, SEWARD, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as URB-6763(1), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on January 16, 2020, at which time 3 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

M. E. COLLINS CONTRACTING COMPANY, INC., WAHOO, NE 68066-0083
GRADING, CONCRETE PAVEMENT, CULVERTS, SEEDING, LANDSCAPING, ELECTRICAL,
GENERAL ITEMS: \$804,428.36

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF SEWARD, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this

February 18, 2020

project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.

2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.

3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.

4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

Councilmember Miller moved, seconded by Councilmember Schmit that the resolution be adopted.

Aye: Wilken, Miller, Singleton, Schmit, Hendrix
Nay: Beck, Kamprath, Kolterman
Absent: None. Motion carried.

Resolution adopted, signed and billed as adopted.

DATED THIS 18th DAY OF FEBRUARY, A.D. 2020

CITY OF SEWARD

(Mayor)

ATTEST:

(City Clerk)

3. RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING WITH JEO CONSULTING GROUP, KAROL KAY BLVD, BADER-HILLCREST, NDOT PROJECT URB-6763)1)

Councilmember Schmit introduced the following resolution:

RESOLUTION NO. 2020 - 11

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT-BK2005

Whereas: City of Seward is developing a transportation project for which it intends to obtain Federal Funds;

Whereas: City of Seward as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Seward and JEO Consulting Group, wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project.

Be it Resolved: by the City Council of the City of Seward that:

February 18, 2020

Joshua Eickmeier, Mayor of the City of Seward City Council, is hereby authorized to sign the attached construction engineering services agreement between City of Seward, Nebraska and JEO Consulting Group

NDOT Project Number: URB-6763(1)

NDOT Control Number: 13161

NDOT Project Description: Seward Karol Kay Blvd., Bader-Hillcrest

Councilmember Schmit moved, seconded by Councilmember Wilken, that the resolution be adopted.

Aye: Wilken, Miller, Singleton, Schmit, Hendrix

Nay: Beck, Kamprath, Kolterman

Absent: None. Motion carried.

Adopted this 18th day of February, 2020 at Seward, Nebraska.

CITY OF SEWARD

(Mayor)

ATTEST:

(City Clerk)

4. AWARD BID FOR 6TH STREET WATER MAIN IMPROVEMENTS PROJECT

City Administrator Butcher stated the 6th Street water main improvement project consists of 3,000 linear feet of water main replacement, and reconnection of water service pipe, and concrete pavement removal and replacement on 6th Street, and other associated site and miscellaneous work. Two bids were received with a recommendation to award the bid to Genera Excavating Company in the amount of \$475,469 being the lowest and most responsive bid.

Councilmember Kolterman moved, seconded by Councilmember Kamprath, that the bid for the 6th Street Water Main Improvements Project be awarded to General Excavating Company in the amount of \$475,469.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: None. Motion carried.

5. AWARD BID FOR 2020 ASPHALT OVERLAY IMPROVEMENTS PROJECT

City Administrator Butcher stated only one bid was received for the 2020 asphalt overlay improvements project. The work includes Columbia Avenue and some asphalt work at the cemetery. Recommendation is to award the bid to Pavers, Inc in the amount of \$160,894.70.

Councilmember Schmit moved, seconded by Councilmember Kamprath, that the bid for the 2020 asphalt overlay improvements project be awarded to Pavers, Inc. in the amount of \$160,894.70.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix

Nay: None

Absent: None. Motion carried.

February 18, 2020

6. ORDINANCE AMENDING THE MUNICIPAL CODE, CHAPTER 290 OFFENSES, ARTICLE 8 OBSTRUCTIONS, TO ADD REQUIREMENTS AND SET PENALTIES FOR PLACING SNOW IN THE STREET RIGHT-OF-WAY

City Administrator Butcher stated following the most recent snow storms, it was brought to administration's attention that snow was being pushed into the street from property owners in the residential neighborhoods. After review of current ordinances, it was noted that an ordinance that was passed in 1993 prohibiting such action had been left out of all subsequent comprehensive code adoptions. It is the recommendation of City Administration to reinstate the ordinance for the safety of the traveling public and efficiency of City operations.

Ordinance No. 2020-6 amending the Municipal Code, Chapter 290 Offenses, Article 8 Obstructions, to add requirements and set penalties for placing snow in the street right-of-way was adopted.

Councilmember Wilken moved, seconded by Councilmember Kamprath, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving **Ordinance No. 2020-6**, "AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 290 OFFENSES, ARTICLE 8 OBSTRUCTIONS, TO ADD REQUIREMENTS AND SET PENALTIES FOR PLACING SNOW IN THE STREET RIGHT-OF-WAY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: None. Motion carried.

7. DISCUSS CLAIMS PRESENTED FOR MAILBOX DAMAGE FOLLOWING SNOW REMOVAL FROM STREETS

City Administrator Butcher stated the City has received multiple claims for damage to residential mailboxes following recent snow storms and snow removal from streets. Administration is requesting direction on handling of the claims, as there currently is no policy for handling the small claims. A uniform and cost effective procedure would be preferred, without filing with the City's insurance carrier. He stated that he found in a quick survey of other communities that some do nothing (mailboxes are in the right-of-way) and some pay a specified amount. The City of Lincoln does not typically pay for damages.

Councilmember Kolterman moved, seconded by Councilmember Kamprath that a capped amount of \$50 be set for repair or replacement of residential mailboxes damaged during street snow removal, with proof of damage claim and City Administration determining the appropriate amount to be paid.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: None. Motion carried.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Singleton moved, seconded by Councilmember Kamprath, that City Administrator Butcher's report of February 18, 2020 be accepted.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix

February 18, 2020

Nay: None
Absent: None. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Wilken, that the February 18, 2020 City Council Meeting be adjourned.

Aye: Wilken, Beck, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: None. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Bonnie Otte
Assistant Administrator
Clerk-Treasurer
Budget & Human Resources Director

DRAFT

CLAIMS LIST
3-3-20

COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Gu, Ground Upkeep; Inv, Inventory; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements, Gu, Grounds Upkeep.

Bizco Technologies	Equip, Se	4,950.36
Black Hills Energy	Re, Ma	428.58
Blue Cross Blue Shield Ne	Ins	51,826.34
Bluestem Network LLC	Se	100.00
Border States Industries	Inv, Ci	130,104.42
C N A Surety	Ins	100.00
Campbell Cleaning	Re, Ma	854.00
Carroll Construction Supp	Ma	27.78
Chase Card Service		4,666.18
Walmart	Su, Re, Bu, Eq	1,453.44
Amazon Mktp	Eq, Re	88.32
FCX Performance Inc	Re, Ma	679.69
Rods Power Sports	Re	618.77
Staples	Ma	96.29
SCC Milford Business	Su	29.40
BestBuyCo	Ma	40.65
TST*Cunninghams Journal	Meals	23.98
Holiday Inn	Lodging/Trng	242.14
SamsClub.com	Su	22.30
Webstaurant Store	Re	36.11
Pac N Save	Su	33.24
Phillips 66	Su, Ma	45.50
Talech	Su	67.00
Microsoft	Misc	105.94
UNL Agronomy Hort	Trng	320.00
UNL Marketplace	Trng	64.66
Acrobat Pro Subs	Software	359.26
Adobe	Software	166.79
Lou & Mary Anne's Bar	Meals	172.70
City Seward Electric Fund	Ut	37,835.96
City Seward General Fund	City Engineer	38,648.00
City Seward Library Petty	Su	202.88
City Seward Payroll Account	Payroll	139,017.74
Commonwealth Electric Co	Ma	225.00
Constellation Newenergy	Ut	241.93
Danko Emergency Equipment	Eq, Re	217.42
Eakes Office Solutions	Su	47.95
Ehlers Electronics	Eq	312.80
Firstar Fiber Inc	Se	5.00
Fyr-Tek	Eq	401.60
Gerhold Concrete Co Inc	Ma, Re	4,059.48
Gray Construction	Ci	26,676.15
Great Plains Communication	Se	586.00
Hach Company	Su, Ci	13,758.95
Hamilton Equipment Company	Re, Ma	245.42
Hireright LLC	Se	147.09
Hoffschneider Law Pc LLO	Se	4,500.00
Husker Electric Supply Co	Bu	350.00
Hydraulic Equipment Service	Re	503.17
J E O Consulting Group Inc	Se	323.75

Last Mile Network Consult	Se	75.30
Lincoln Tree Service Inc	Se	3,850.00
Mailand's Clothing	Un	116.00
Maine Phillip	Misc	215.87
Matheson Tri-Gas Inc	Su	35.97
Menards North	Su, Bu, Eq	561.06
Merle's Garden Center	Gu	366.05
Metering & Technology Sol	Meters	3,917.20
Mid-American Benefits Inc	Ins	1,251.65
Midwest Turf & Irrigation	Re	262.78
Miller Greg / Mindy	Ex	300.00
Nebraska D A S Acct OCIO	Se	231.00
Nebraska Health & Human	Ex	40.00
Nebraska Health Environment	Se	154.00
Nebraska Law Enforcement	Trng	250.00
Nebraska Liquor Control	License Fees	400.00
Nebraska Mosquito/Vector	Dues	80.00
Nebraska Secretary/State	Ex	60.00
Norris Public Power Dist	Se	1,027.26
Orscheln Farm & Home	Bu, Su, Re, Eq, Gu	900.60
Precision Tool & Machine	Bu	676.50
Principal Financial Group	Ins	2,242.01
Resource Associates Int'l	Se	2,385.75
Sam's Club (Lib-Rec-Pool)	Su	74.68
Seward County Chamber & D	Se, Ex	291.55
Sleight William	Ex	300.00
Small Engine Specialists	Re	28.93
Sports Express	Su	102.50
Suhr & Lichty Insurance A	Ins	11,990.00
Time Warner Cable	Se	724.70
U S Cellular	Se	214.19
Verizon Wireless	Se	300.77
Wesco Distribution Inc	Ci	69,215.63
York County Emergency M	Su	19.20
CLAIMS TOTAL		<u>\$564,025.10</u>

SCCDP President & CEO's Report for the Board Meeting on February 17, 2020

Here is a list of recent SCCDP work from Jonathan Jank:

- See below for example of weekly Entrepreneurial Operating System (EOS – Vision/Traction Organizer) that our staff is implementing on a weekly basis to ensure SCCDP three-year strategic plan (2020-2022) is being executed.
- Connected resources for LB 840, TIF, CDBG Reuse, grants, and/or available building & land to various business owners including companies that want to start or expand restaurant in Staplehurst, existing exercise business in Seward, food truck in Utica, existing construction business in Seward, property management company in Lincoln, startup ag technology company in Butler County, church in Seward, financial institution in Seward, private school in Seward, event rental business in Seward, City of Gering for rail spur development site, service business in Milford, Henderson Chamber of Commerce for organizational structure, two restaurants in Milford, property management company in Seward, potential new truck stop in Seward, three existing restaurants in Seward, existing ag manufacturing business in Seward, existing pet service business in Seward County, startup hog barns in Nebraska, existing construction business in Seward for Internet connectivity, Scouler with multiple regional assets to support Petsource project, new neighborhood housing development in Seward, Nebraska-based service business interested in expanding in Rail Campus, new retail business in Milford, and existing tourism attraction for Seward County.
- Worked on Wellness Center project with multiple stakeholders who are interested in pursuing it.
- Participated in interviews with Washington Post about recent closures for Crestview and Utica Care Centers, UNL RFI alum about chamber of commerce and economic development industries, and UNO graduate student in MPA program about trends public administration.
- Submitted proposal for federal warehouse project for Seward Rail Campus.
- Assisted in submission of CCCFF grant application for Village of Staplehurst for Rec Center project.
- Followed up with multiple stakeholders after the closures of Crestview and Utica Care Centers.
- Hosted site visits for potential new food service business in Seward, manufacturing and R&D startup business in Milford, EDA representative discussing flood damage funding (two site visits including local and regional staff members), and housing developers in Seward.
- Completed SCCDP Annual Report in preparation for Annual Awards Banquet (designed by Leanne Gamet).
- Submitted Showcase Community Application for City of Seward to NEDED (led by Leanne Gamet).
- SCCDP partnership with Seward County Bridges to accept tax deductible donations for special projects.
- Applied for, received, and signed NIFA Outreach Partnership Program Agreement. This will help SCCDP realize \$30,000 grant funds each year for three years (\$90,000 total) to support hiring a Development Director to focus on housing and workforce development projects.
- Conducted interviews, called references, negotiated employment agreements, and hired SCCDP Marketing & Events Coordinator, Administrative Assistant (in bookkeeping partnership with Marla Johnson CPA for shared employee), and Development Director. Promoted Megan Kahler from Administrative Assistant & Events Planner to Membership Director as of 1/1/2020.

Exhibit #8

- SCCDP's award submission for "Scoular Announces New Manufacturing Facility in Seward, Nebraska" was selected as runner up for the Economic Impact Deal of the Year (small division) category for the Mid-America EDC's 2019 Annual Economic Development Awards.
- Attended meetings: LADP 2020 Planning Conference Call (11/19); CYN FAC Zoom Call (11/19, 1/14); Seward City Council (11/19, 12/17, 1/21, 2/4); SCCDP Ambassador Calls and Lunch (11/21, 11/26, 1/9); Nebraska Ag Summit Industry Breakfast at CUNE (11/22); SCCDP Membership Campaign Visits (two on 11/22, 11/25, four on 12/10, three on 12/17, 12/18, 12/19, 12/23, 1/6, 1/13, 1/21, 1/30, 2/4); Community Investors Conversations for Crestview and Utica Care Centers (11/22, 12/3, 1/10); Kiwanis Club (Attending Most Mondays, Occasional Sub for President, Singing with Kitones, and Coordinating Weekly Speakers as Vice President); Seward County Bridges Board of Directors (11/25, 1/27); NCCE Zoom Call as Incoming Vice President (11/26); Membership Thanksgiving Week (11/26); Greg Butcher about Projects (11/27); Nielson Underground (11/27); Ayars & Ayars (11/27); Annual Christmas Festival (11/30); Seward County Commissioners (12/3, 12/17, 1/8, 2/4, 2/11); Economix Site Selector Event in Charleston (12/4-12/5); Strengths Training with SCCDP Team (12/6); Master Planning with Jones/Srb Families (12/6); BLD (12/6); Community Change Catalyst Gathering (12/11); Josh Delcamp (12/12); Mustang Graphics (12/12); Milford Chamber Luncheon (12/12); Community Venture Network Business Recruitment Event in Minnesota (12/13); Patrick Kelley and Tony DeLong (12/13); Kiwanis Board (12/18, 1/29); Randy Sanely (12/18); CUNE President Farewell Reception (12/19); SCC Ron Petsch Retirement (12/20); SCCDP Staff EOS Session (12/20, 1/6, 1/14, 1/21, 1/29, 2/3, 2/10, 2/17); Beth Einspahr & Sharon Powell (12/23, 1/22); Jake Vasa (1/7, 2/13); Brian Vasa (1/7); Milford City Council (1/7); Seward Health & Wellness Design Team with Four Corners Health Department (1/8, 2/10); Mike Tjepkes and Mark Boulay (1/8); SCCDP Coffee & Contacts (1/9, 2/6); Petsource (1/9); Milford Chamber Luncheon (1/9); Gayle Kruse (1/9); Rail Campus Committee (1/9); SCCDP Business After Hours (1/9); Amber Fiala (1/10); CYN Executive Committee Zoom Call (1/10, 2/7); Staplehurst CCCFF Application Planning (1/13, 2/14); NCCE Legislative Conference Call (1/13); Civic Center Commission (1/13); City of Seward CDBG Reuse Funds Committee (1/14, 1/30); Village of Staplehurst Trustees (1/14, 1/28, 2/11); Daniel Bennett (1/15); Courtney Albrecht (1/15); Annual Review with Megan Kahler (1/15); Fargo Assembly Job Fair with Petsource in David City (1/15); NEDA Scholarship Committee (1/16, 1/29); Rick Nelsen (1/16); Annual Review with Leanne Gamet (1/17); Becky Freeman (1/20); Seward County Planning Commission (1/20, 2/17); NPPD Site Ready Assistance Program Training (1/21); Miguel Leon (1/21, 1/23, 1/29); Andie Young (1/22); Shane Baack (1/22, 2/14); SCCDP Finance Working Group (1/22, 2/12); Korey Donahoo (1/23); SCCDP Executive Committee (1/23, 2/5); CYN Programming Zoom Call (1/24); Suzanne Gligorevic's Exit Interview (1/24); Set Up for SCCDP Annual Awards Banquet (1/26); Stan Mitchell and Allan Zumpfe (1/27); SCCDP Annual Awards Banquet (1/27); Utica Commercial Club (1/28); Scott Dinslage (1/28, 1/31, 2/12); Greg Butcher and Tim Richtig (1/29); Nebraska Chamber of Commerce Annual Meeting (1/30); Gerald Homp and Ryan Koch (1/30); NCCE Annual Meeting (1/31); Heath Yeackley (2/3); Sam Kinnett (2/3); Pat Coldiron (2/4); David Bargaen (2/4); Al and Ann Underwood (2/5); Craig Eberle (2/6); John Hyland (2/7); WestRock (2/7); Zach Hagenson (2/7); John Wiemer (2/7); Ag Growth Summit with Suhr & Lichty Insurance (2/7); Walk for Hope (2/8); SCCDP Personnel & Board Policies Working Group (2/10); Zane Francescato (2/10); SCCDP Business Development Working Group (2/10); Nate Blum (2/10); City of Seward Planning Commission (2/10); York/Seward/Thayer Manufacturing Partnership (2/11); FlyDogz (2/11); SCCDP Membership, Marketing, & Fundraising

Exhibit #8

Working Group (2/12); Grant Francke and Cliff Mesner (2/13); Kent Oelkers (2/13); Mike Foley (2/13); JoAnn Boshart and Denise Christensen (2/14); SCCDP Board Meeting (2/17)

- SCCDP Office Closed on November 28 and 29; December 24 (Half Day); December 25; January 1; January 20
- Jonathan Personal Holidays and PTO on December 9; December 24 (Half Day); December 26-27; December 30-31; January 2-3, January 10 (Half Day)

SCCDP's VISION/TRACTION ORGANIZER

VISION

Core Values: Integrity – Respect – Leadership – Giving/Philanthropy – Planning for our Future

Core Focus: Purpose/Cause/Passion: Cultivate Seward County
Our Niche: See what could be

10-Year Target: 2035 Vision Statement: Seward County is a pro-active and collaborative area with vibrant, welcoming, family-friendly, and safe communities, recognized for pillars of strength in agriculture, arts and culture, business, education, entrepreneurship, government, and healthcare. We are a destination location for business, visitors, and residents within the greater metropolitan area and an active partner in the region. Our residents enjoy picturesque and diverse neighborhoods, viable main streets, outstanding recreational opportunities, active civic life, faith-based living, and quality housing and employment choices. The private and public sectors are united and citizens are engaged for the betterment of all Seward County.

Marketing Strategy: Three Uniques: Successful Dreamers – One-Stop-Shop – Nimble

Proven Process:

Discover – About you, about SCCDP, how can we help?, goals and objectives

Brainstorm – Tools, resources, metrics, team, barriers

Strategize – Assist with planning, develop tactics

Execute – “Connect dots”, be present (i.e. public meetings), implement strategy

Support – Follow up, communicate, adjust

Guarantee: Internal guarantee – We will execute on the 3-year strategic plan.

3-Year Picture: Future Date: 12/31/2022

Revenue: \$468,027.51

Profit: \$18,549.16

Measurables: Have we met goals and are we launching into the next strategic plan?

What does it look like?

Quality growth plan developed with strategic partners

Ready to launch into next 3-year strategic plan

Infrastructure and workforce needs determined to support growth rate

Working toward becoming a Certified Welcoming County

Health and well-being in Seward County has increased

Brain drain goals have been developed and implemented

Number of workforce housing options have increased
Programs developed to assist succession planning needs

TRACTION

1-Year Plan: Future Date: 12/31/2020

Revenue: \$467,361.63

Profit: \$40,915.32

Measurables: Three working groups have been created

Goals for the year:

1. Consultant is hired to measure healthy growth rate
2. Research and identify successful welcoming initiatives
3. Develop welcoming-focused activities with existing organizations
4. Develop health and well-being priorities for Seward County
5. Research brain drain for educational institutions
6. Determine workforce housing needs
7. Determine succession planning needs

Rocks: Future Date: 3/31/2020

Revenue: \$170,980.94

Profit: \$54,369.36

Measurables: Mark ten boxes

Rocks for the quarter/who:

1. Define quality growth data – J/Z
2. Source quality growth consultant – J/Z
3. Welcoming county research begins – M/L/Z
4. Develop branding for welcoming county initiatives – L/M
5. Pitch strategy to partners for welcoming county – M/L
6. Identify and convene strategic partners around health and well-being priorities – J/M
7. Identify and convene wellness center stakeholders – J/L
8. Identify and convene brain drain ‘dream team’ – M/Z
9. Identify and convene strategic partners for housing – Z/J
10. Succession planning survey developed – L/M

Administrative Assistant & Events Planner Transition to Membership Director’s Report (Megan Kahler)

Meetings/Events Attended

- Bottle Rocket Open House – 11/15/19
- Edward Jones Investments Membership Meeting – 11/18/19
- SCCDP Board Meeting – 11/18/19
- Leading Locally – 11/21/19
- SCCDP Membership Luncheon – 11/21/19
- Ambassador Call – 11/21/19
- Edward Jones Investments Open House – 11/21/19
- Nebraska Ag Summit Industry Breakfast – 11/22/19

Exhibit #8

- Union Bank & Trust Membership Meeting – 11/22/19
- Seward County Bridges Board Meeting – 11/25/19
- Tenneco Membership Meeting – 11/25/19
- Three Year Planning Meeting – 11/25/19
- SCCDP Ambassador Thank You Lunch – 11/26/19
- Seward Christmas Festival – 11/30/19
- Annual Awards Banquet Planning Meeting – 12/4/19
- SCCDP Staff Strengths Training with NPPD – 12/6/19
- Seward County Independent Membership Meeting – 12/10/19
- Suhr & Lichy Insurance Agency Membership Meeting – 12/10/19
- Marla Belitz Johnson CPA Membership Meeting – 12/10/19
- First Bank of Utica Membership Meeting – 12/10/19
- Seward County Commissioners Meeting – 12/17/19 (Bridges)
- Meyer Automotive Membership Meeting – 12/17/19
- Plains Equipment Group Membership Meeting – 12/17/19
- NPPD Membership Meeting – 12/18/19
- Ambassador Call – 12/18/19
- Leading Locally – 12/19/19
- SCCDP Level 10 Meeting – 1/6/20 (every Monday)
- Walmart Membership Meeting – 1/6/20
- Christmas Festival Planning Committee Meeting – 1/6/20
- Annual Awards Banquet Planning Meeting – 1/8/20
- Community Engagement Project Design Team Meeting – 1/8/20
- Coffee & Contacts at Hackbart Chiropractic – 1/9/20
- Region V Systems Regional Coalition Meeting – 1/9/20
- Ag Banquet Planning Meeting – 1/9/20
- Ambassador Call – 1/9/20
- Business After Hours at Hackbart Chiropractic – 1/9/20
- Farm Bureau Financial Services Membership Meeting – 1/13/20
- Seward County Suicide Prevention Coalition Meeting – 1/14/20
- Seward County Visitors Committee Meeting – 1/21/20
- SCCDP Finance Working Group Meeting – 1/22/20
- Retail Committee Meeting – 1/23/20
- Seward County Bridges Board Meeting – 1/27/20
- SCCDP Annual Awards Banquet – 1/27/20
- Four Corners Health Department Opioid Grant Meeting – 1/29/20
- Ag Banquet Planning Meeting – 1/30/20
- NCCE Annual Meeting – Lincoln – 1/31/20
- Coffee & Contacts for Petsource – 2/6/20
- SCCDP Personnel & Board Policies Working Group Meeting – 2/10/20
- Community Engagement Project Design Team Meeting – 2/10/20

Exhibit #8

- Seward County Suicide Prevention Coalition Meeting – 2/11/20
- SCCDP Membership, Marketing, Fundraising Working Group Meeting – 2/12/20

Activities

- Researched grants for St. Vincent de Paul Catholic School for playground equipment
- Ordered more Christmas garland for the downtown light poles
- Scheduled membership meetings for Jonathan and me
- Prepared documents for membership meetings
- Prepared the presentation for the membership luncheon
- Worked with Walmart to confirm the Lego contest coupon
- Worked on the Seward County Bridges board meeting agenda
- Coordinated with volunteer for the fruitcake toss
- Prepared Chamber Bucks for the Seward High School Band
- Prepared the Bridges board meeting packet
- Coordinated the Lego contest gift certificates
- Picked up member business banners for the Christmas parade
- Prepared Chamber Bucks for Zabka-Perdue Funeral Home
- Walked parade notices to homes along the parade line-up streets
- PTO for a funeral – 12/2/19
- Worked with Seward Newcomers to prepare 20 welcome bags for new Tenneco employees
- Created the Christmas parade certificates
- Prepared thank you cards for membership visits
- Prepared mailing for membership invoices and materials
- Prepared Chamber Bucks for Seward Public Schools
- Prepared Chamber Bucks for Ridgewood Rehabilitation
- Prepared Chamber Bucks for Seward County
- Took the Gallup Strengths Finder Test
- Scheduled all Santa House volunteers
- Worked with Jeff and Andreea Baker regarding Walk for Hope
- Worked on SCCDP strategic plan vision
- PTO – 12/23-12/24
- Worked with Leanne on Annual Awards Banquet award videos
- Met with Ron Petsch regarding award videos
- Prepared Chamber Bucks for MHCS
- Prepared Chamber Bucks for Plains Equipment Group
- Worked with Seward Newcomers regarding marketing materials
- Completed Bridges grant reporting
- Worked with Suzanne and Bluestem Network regarding phone system needs for Civic Center
- Scheduled Annual Awards Banquet award videos with winners
- Worked with new member Drew's PC Repair
- Worked with Kris Beckler to organize Agribusiness Award write up and picture

Exhibit #8

- Looked into the Norris Public Power Grant for the Ag Banquet
- Picked up 2019 Christmas ornaments and monies from retailers
- Worked on Leading Locally project
- Worked on the script for Annual Awards Banquet
- Worked on the presentation for Annual Awards Banquet
- Met with Jonathan for annual review
- Worked with Stacy to complete SCCDP working group agendas
- Created the Google Form for Walk for Hope online registration
- Prepared Chamber Bucks for Ridgewood Rehabilitation
- Met with Ron Petsch and Leanne to troubleshoot technology at Harvest Hall for banquet
- Worked with Beth Punko at Walmart to get membership invoice approved and sent via back office for payment
- Met with Jayne Jensen to work on the Bayer Grant for the Seward Kiwanis Backpack Program
- Worked with CPA office to send off SCCDP and Bridges 1099s
- Prepared Chamber Bucks for Tenneco
- Sent membership information to potential new member Elite Remodeling
- Scheduled SCCDP working group meetings
- Finalized Agribusiness award write up for the Seward County Independent
- Worked on the agenda and packet for the Seward County Visitors Committee meeting
- Ordered more Chamber Bucks checks
- Phone call with Teri from Region V Systems about the Prevention Block Grant (Bridges)
- Interviewed SCCDP Development Director applicants with Leanne
- Met with Chris Blanke from Four Corners Health Department regarding workplace wellness as a membership benefit
- Met with Casey Tiemann to review the Community-Based Grant
- Coordinated with Seward County Suicide Prevention Coalition regarding Walk for Hope event
- Updated SCCDP Current Expense Procedures document
- Met with FlyDogz for potential membership
- Worked on board report
- Helped prepare the board packet

Marketing & Events Coordinator as of December 2, 2019 (Leanne Gamet)

Meetings/Events Attended

- 12/2/19 Attended Kiwanis Meeting
- 12/4/19 Attended Rotary Lunch/Meeting
- 12/6/19 Participated in staff Gallup Strengths Training
- 12/12/19 Attended Milford Chamber Luncheon
- 12/18/19 Attended December Ambassador Call
- 1/9/20 Attended Ag Banquet Meeting
- 1/9/20 Attended Hackbart Chiropractic Business After Hours
- 1/13/20 Attended First Impressions Working Group meeting

Exhibit #8

- 1/13/20 Attended Seward Civic Center Commission meeting regarding ToP training
- 1/17/20 Met with Jonathan for annual review and set yearly goals
- 1/21/20 Sat in on NPPD Site Ready Assistance Program Training Webinar
- 1/22/20 Attended Annual Awards Committee Meeting
- 1/23/20 Attended Retail Committee Meeting
- 1/23/20 Met with Nathan Foley from MAX Country about 2020 radio marketing plans
- 1/27/20 Set up, attended, and tore down Annual Awards Banquet
- 1/28/20 Attended Utica Commercial Club meeting
- 1/29/20 Met with Robbie from Bridge to Better Living regarding marketing and potential membership
- 1/31/20 Attended NCCE Annual Meeting in Lincoln
- 2/3/20 Met with Lisa Lindau regarding 'shop small'
- 2/6/20 Attended Coffee & Contacts hosted by Petsource
- 2/6/20 Sat in on interviews for Development Director position
- 2/6/20 Met with Lizz from SCI regarding 2020 newspaper advertising
- 2/6/20 Phoned in with Cochnars regarding business after hours/anniversary open house
- 2/7/20 Planned and set up SCCDP booth for 2020 Ag Growth Gathering at Harvest Hall
- 2/10/20 Attended First Impressions Working Group meeting
- 2/12/20 Attended SCCDP Membership, Marketing & Fundraising Working Group meeting

Activities

- Wrote press release regarding my hiring
- Posted Blue River Buzz weekly
- Created posts and shared other business material on Facebook
- Created SCCDP quarterly report and sent to board/members
- Worked with Ron Petsch on Petsource by Scoular promotional video
- Talked with Scoular marketing team regarding Petsource video
- Took pictures of Lee's Refrigeration team with winners of Furnace Giveaway
- Wrote press release for Furnace Giveaway
- Scheduled Business After Hours and Coffee & Contacts for businesses
- Created marketing pieces for Annual Awards Banquet including Annual Report
- Sent RFPs to local restaurants for Annual Awards Banquet meal
- Sent RFPs to local printers for Annual Awards Banquet report
- Worked with Megan and Ron Petsch to create 2019 Annual Awards Banquet videos for 7 winners
- Wrote press release for Valentino's business change
- Publicized Technology of Participation (ToP) training – working with Nebraska Community Foundation
- Met with Ruben from La Carreta regarding marketing for catering menu
- Wrote press release for the hire of Stacy Widler
- Created silent auction gift for NCCE Annual Meeting
- Created NEDED Community Showcase document to submit to the state by 1/31
- Helped Petsource by Scoular plan their Coffee & Contacts
- Put together personal timeline for marketing and overview of marketing budget

Exhibit #8

- Sent RFPs to local restaurants for catered lunch for ToP training
- Was in contact with Froggy 98.1 regarding future marketing and recap of past advertising

Administrative Assistant as of January 6, 2020 (Stacy Widler)

Meetings/Events Attended

- Kiwanis Meeting – 1/13/20
- SCCDP Finance Working Group Meeting – 1/22/20
- Set up for Annual Award Banquet – 1/26/20
- Annual Awards Banquet – 1/27/20
- Vacation – 1/29-2/4/20
- SCCDP Executive Committee Meeting – 2/5/20
- SCCDP Personnel & Board Policies Meeting – 2/10/20
- SCCDP Business & Development Working group meeting 2/10

Activities

- Check messages every day and ChamberMaster
- Worked on board reports
- Worked with Megan on ChamberMaster
- Called members about Annual Awards Banquet
- Called multiple people for Jonathan to set up meetings with
- Called board members about CEO Review
- Prepared deposits and checks for SCCDP, took them to bank – 1/22/20
- Separated nametags to return to CUNE
- Prepared deposit and checks for SCCDP, took them to the bank – 1/5/20
- Called members for Coffee & Contacts meeting
- Went over bills with Jonathan and got signatures
- Called Walk for Hope participants to pick up t-shirts
- Worked of SCCDP Executive Committee Meeting
- Called members about ToP training for LeAnn
- Went to Cattle Bank, Liberty First, Jones Bank about signature cards
- Returned boxes to CUNE
- Handed out t-shirts for Walk for Hope
- Worked with Jonathan and Megan on board agendas
- Called Retail Committee Meeting members
- Worked on board reports with Megan
- Prepared the board packet
- Went through emails daily for SCCDP
- Went to post office and got stamps

Seward County Vision Statement 2035

Seward County is a pro-active and collaborative area with vibrant, welcoming, family-friendly, and safe communities, recognized for pillars of strength in agriculture, arts and culture, business, education, entrepreneurship, government, and healthcare.

We are a destination location for businesses, visitors and residents within the greater metropolitan area and an active partner in the region.

Our residents enjoy picturesque and diverse neighborhoods, viable main streets, outstanding recreational opportunities, active civic life, faith-based living, and quality housing and employment choices.

The private and public sectors are united and citizens are engaged for the betterment of all Seward Co.

We are guided by:

Integrity – We are open, honest and hold ourselves to the highest ethical standards.

Respect – We treat everyone with courtesy, equity, and fairness.

Leadership – We understand the importance of engaged leadership and that leadership must transition to ensure the vision continues for future generations.

Giving/Philanthropy – We are caring and generous. We encourage giving freely and helping those in need. We champion volunteerism for its powerful contribution to our area.

Planning – We acknowledge the importance of a shared vision and being intentional about planning for our future. We believe our collective efforts will be sustainable for the long-term betterment of all Seward County.

QUARTERLY REPORT SUMMARY

Prepared for SCCDP Members

- Connected resources for LB 840, TIF, CDBG Reuse, grants, and/or available building & land to various business owners including companies that want to start or expand restaurant in Staplehurst, existing exercise business in Seward, food truck in Utica, existing construction business in Seward, property management company in Lincoln, startup ag technology company in Butler County, church in Seward, financial institution in Seward, private school in Seward, event rental business in Seward, City of Gering for rail spur development site, service business in Milford, Henderson Chamber of Commerce for organizational structure, two restaurants in Milford, property management company in Seward, potential new truck stop in Seward, three existing restaurants in Seward, existing ag manufacturing business in Seward, existing pet service business in Seward County, startup hog barns in Nebraska, existing construction business in Seward for Internet connectivity, Scoular with multiple regional assets to support Petsource project, new neighborhood housing development in Seward, Nebraska-based service business interested in expanding in Rail Campus, new retail business in Milford, and existing tourism attraction for Seward County.
- Worked on Wellness Center project with multiple stakeholders who are interested in pursuing it.
- Participated in interviews with Washington Post about recent closures for Crestview and Utica Care Centers, UNL RFI alum about chamber of commerce and economic development industries, and UNO graduate student in MPA program about trends in public administration.
- Applied for, received, and signed NIFA Outreach Partnership Program Agreement which will fund SCCDP Development Director position.
- Submitted Showcase Community Application for City of Seward to NEDED for Community of the Year Award (led by Leanne Gamet).
- Hosted site visits for potential new food service business in Seward, manufacturing and R&D startup business in Milford, EDA representative discussing flood damage funding (two site visits including local and regional staff members), and housing developers in Seward.
- Followed up with multiple stakeholders after the closures of Crestview and Utica Care Centers.
- Assisted in submission of CCCFF grant application for Village of Staplehurst for Rec Center project.
- Submitted proposal for federal warehouse project for Seward Rail Campus.
- SCCDP's award submission for "Scoular Announces New Manufacturing Facility in Seward, Nebraska" was selected as runner-up for the Economic Impact Deal of the Year (small division) category for the Mid-America EDC's 2019 Annual Economic Development Awards.

QUESTIONS OR FOLLOW UP?

CONTACT:

JONATHAN JANK

402-570-8020

**NOTICE OF APPLICATION
FOR A RETAIL CLASS C
LIQUOR LICENSE**

Notice is hereby given that City of Seward, dba Seward Community Golf Course, C-123574, has made application for a Retail Class C Liquor License at 1046 Country Club Dr., Seward, Nebraska, in accordance with Section 53-134(7), Revised Statutes of the Nebraska Liquor Control Act. Written protest to the issuance of said license may be filed by any resident of the City of Seward, Nebraska, on or before 7:00 p.m. on Tuesday, March 3, 2020, at which time a public hearing will be held by the City Council at 142 North 7th Street, Seward, NE, upon said application and will receive evidence, either orally, or by affidavit, from any person bearing upon the propriety of the business of such license.

Bonnie Otte
Assistant Administrator/
City Clerk/
Budget & Human Resource Director
City of Seward, Nebraska

Publish one time: February 24, 2020
One Proof of Publication

Bonnie Otte
City of Seward
PO Box 38
Seward, NE 68434
402-643-2928

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE (402) 471-2571
FAX (402) 471-2814
Website: www.lic.nebraska.gov

RECEIVED	
FEB 19 2020	
NEBRASKA LIQUOR CONTROL COMMISSION	
Hot List: YES / <input checked="" type="radio"/> NO	New/Replacing: <u>12/01</u>
Class Type: <u>C</u>	Initial: <u>KF</u>
123574	

Applicant name City of Seward

Trade name City of Seward

Seward Community Golf Course

Previous trade name N/A

Contact email address Bonnie.Otte@CityofSewardne.gov (City Clerk)

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Crum by

12-31-2050

Step on Form 103
Residence of President

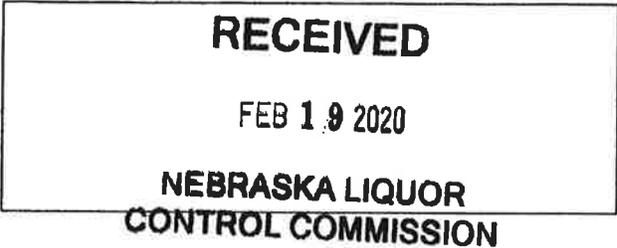
Non-Profit

<u>CR 124284</u>	
<u>400</u>	
<u>Rct 1109990</u>	<u>BR</u>
2000001654	

RECEIVED
BR

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE (402) 471-2571
FAX (402) 471-2814
Website: www.lcc.nebraska.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name Kelly R. Hoffschneider, Phone number: 402-261-7677 (office)
402-202-2312 (mobile)
Firm Name Hoffschneider Law, P.C., LLO

PREMISES INFORMATION

Trade Name (doing business as) Seward Community Golf Course

Street Address #1 1046 Country Club Dr.

Street Address #2 _____

City Seward County Seward #16 Zip Code 68434

Premises Telephone number 402-643-6650

Business e-mail address Bonnie.Otte@cityofsewardne.gov (City Clerk)

Is this location inside the city/village corporate limits: YES NO

Mailing address (where you want to receive mail from the Commission)

Name City of Seward

Street Address #1 Po Box 38

Street Address #2 537 Main Street

City Seward State NE Zip Code 68434

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

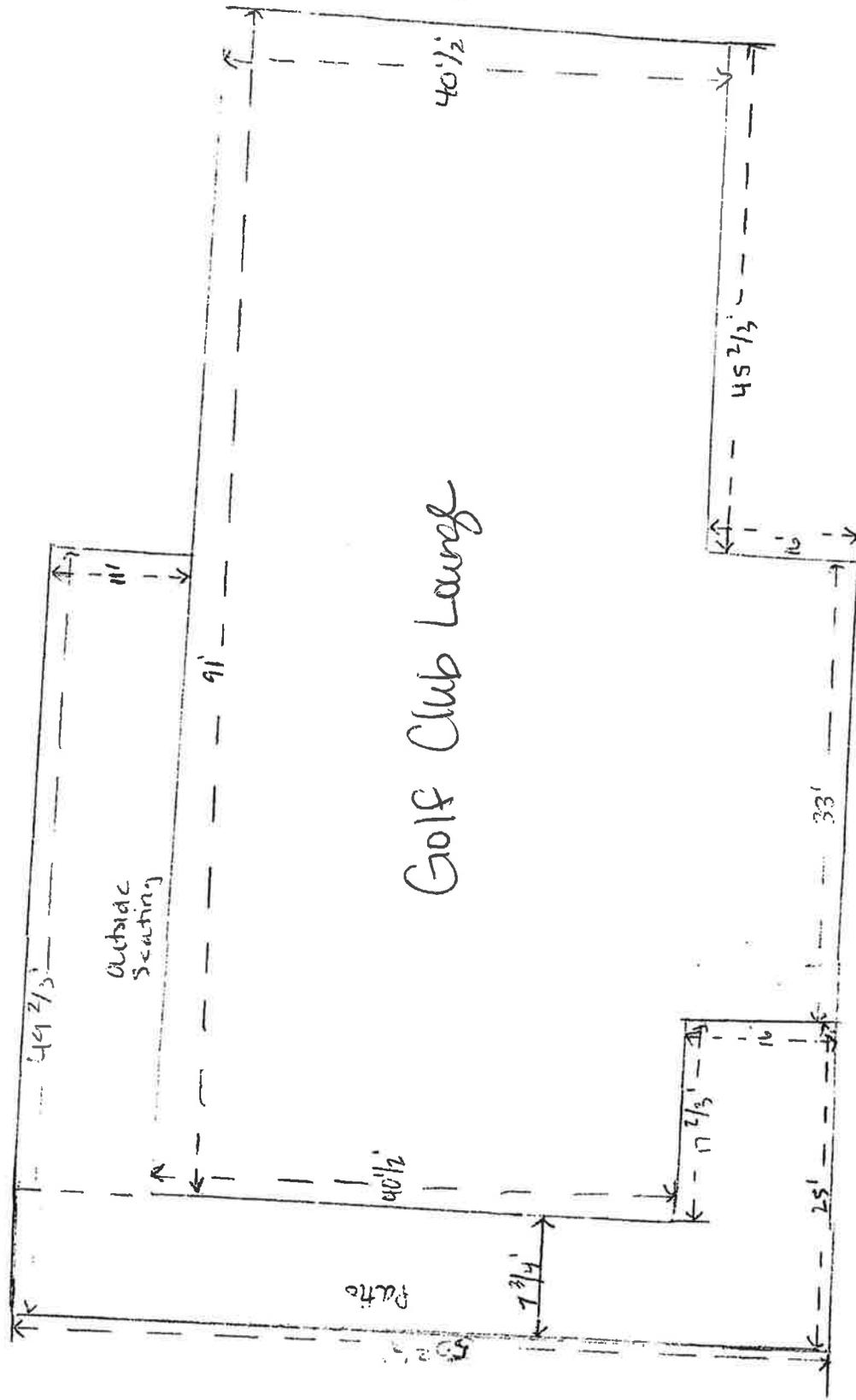
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 91 x width 57 in feet
Is there a basement? Yes No If yes, length 50 x width 51 in feet
Is there an outdoor area? Yes No If yes, length 3420 x width 1100 in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Entire 9-Hole Golf Course approx 3420 x 1100 with clubhouse approx 91 x 57 and basement approx 50 x 51



Golf Club Lounge

Outdoor Seating

Patio

49' 2 1/3'

40' 1/2'

45' 2 1/3'

16'

33'

17' 2 1/3'

16'

25'

7' 3/4'

21' 0 1/2'

9'

11'

52' 2 1/2'

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

✓ 2. Are you buying the business of a current retail liquor license?

YES NO (Purchasing portion of liquor inventory, but not business)

If yes, give name of business and liquor license number MaverickGroup, LLC CK ~~12861~~ 121801

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

✓ 3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number Maverick Group, LLC, CK ~~12861~~ 121801

✓ 4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

✓ 5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES NO

If yes, list the lender(s) _____

✓ 6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

✓ 7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES NO

If yes, list such item(s) and the owner. _____

✓ 8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

_____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

✓ 9. Is anyone listed on this application a law enforcement officer?

_____ YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

✓ 10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Cattle Bank, Joshua Eickmeier, Nicholas Wolf

Jones Bank, Joshua Eickmeier, Nicholas Wolf

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- **Individual:** Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- **Partnership:** All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- **Limited Liability Company:** All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- **Corporation:** President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Grounds Lease: expiration date December 31, 2022 (automatically renews for one-year term)
 Deed
 Purchase Agreement

14. When do you intend to open for business? February 2020 (Golf Season opening - depends on weather)

15. What will be the main nature of business? Golf Lounge, Snack Bar, Service golfing public on course

16. What are the anticipated hours of operation? Monday - Noon to 11:00 P.M.; Tuesday - Sunday -7:00 a.m.

to 11:00 p.m.

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT, CITY & STATE	YEAR		SPOUSE, CITY & STATE	YEAR	
	FROM	TO		FROM	TO
<u>1620 Rainbow Ave SW</u>	<u>09</u>	<u>20</u>			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Joshua Eickmeier
Signature of Applicant

Signature of Spouse

Joshua Eickmeier
Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

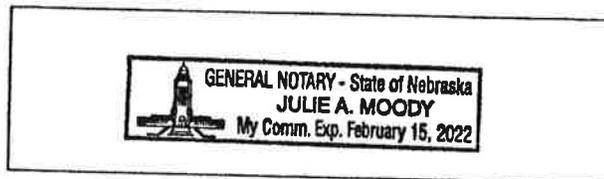
State of Nebraska
County of Seward

The foregoing instrument was acknowledged before me this

2-17-2020
date

by Joshua Eickmeier
name of person(s) acknowledged (individual(s) signing)

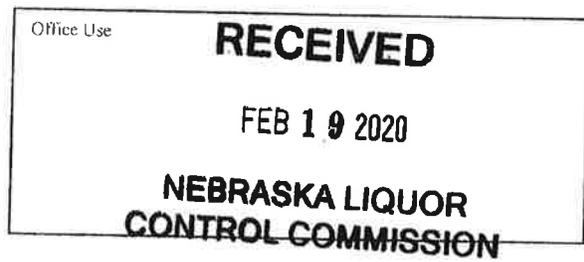
Julie A. Moody
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format

**APPLICATION FOR LIQUOR LICENSE CORPORATION
INSERT - FORM 3a**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation

Name of Registered Agent: _____

Name of Corporation that will hold license as listed on the Articles

City of Seward

Corporation Address: PO Box 38, 537 Main Street

City: Seward State: NE Zip Code: 68434

Corporation Phone Number: 402-643-2928 Fax Number 402-643-6491

Total Number of Corporation Shares Issued: N/A - None

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Eickmeier First Name: Joshua MI: L

Home Address: 1620 Rainbow Ave. City: Seward

State: Ne Zip Code: 68434 Home Phone Number: 402-730-5225 (mobile)

Joshua L. Eickmeier
Signature of President/CEO

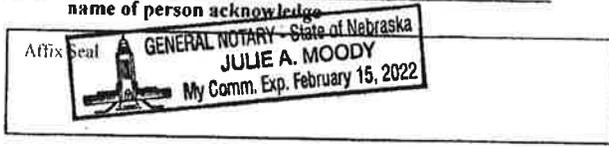
ACKNOWLEDGEMENT

State of Nebraska
County of Seward

Date 2-17-2020

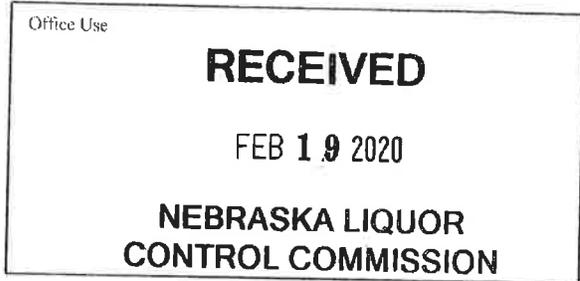
Julie A. Moody

The foregoing instrument was acknowledged before me this
by Joshua L. Eickmeier
name of person acknowledged



**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: City of Seward

↓
Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Seward Community Golf Course

Premise Street Address: 1046 Country Club Dr.

City: Seward County: Seward Zip Code: 68434

Premise Phone Number: 402-643-6650

Premise Email address: Bonnie.Otte@cityofsewardne.gov (City Clerk)

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Herald First Name: Cody MI: J

Home Address: _____

City: Lincoln County: Lancaster Zip Code: _____

Home Phone Number: _____

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Grand Island, Nebraska

Email address: _____

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Chapman, NE (Merrick County)	1997	2011			
Lincoln, NE (Lancaster Co)	2011	2020 (Current)			
Park City, UT	5/2014	8/2014			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	2020	(present) City of Seward	Bob Core	402-643-0247
2013	2017	Crooked Creek Golf Club	Rick Reynoldson	402-489-7899

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Cody Herald	02/2015	Lincoln, NE	Negligent Driving	Paid Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: RB-0103955 Name on Certificate: Cody James Herald

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Cody James Herald	11/19/2021	RBST Online

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Cody Herald - Bar Tender	2014-2020 (present)	48 Bowl, 920 N. 48th St, Lincoln, NE 68504
Cody Herald - Bar Tender	2013-2017	Crooked Creek Golf Club, 333 S, 134th St, Lincoln, NE 68520

5. Have you enclosed form 147 regarding fingerprints?

YES NO

RESOLUTION NO. 2020-

BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that,

WHEREAS, Notice of Application for a Class C Liquor License for City of Seward, dba Seward Community Golf Course, 1046 Country Club Dr., Seward, Nebraska was published in the Lincoln Journal Star on February 24, 2020, and the Seward County Independent on February 26, 2020; cost of such publishing fee being \$27.30, and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on March 3, 2020;

WHEREAS, no written protests were filed with the City, and no oral objections were heard by the Mayor and Council,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class C Liquor License for City of Seward, dba Seward Community Golf Course, 1046 Country Club Dr., Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: _____, 2020

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Seward (Client) and Short Elliott Hendrickson Inc. (Consultant), effective February 4, 2020, this Supplemental Letter Agreement dated February 18, 2020 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Seward Rail Campus PUD 1st addition Seward, Nebraska (110 acres+/-)**.

Client's Authorized Representative: Josh Eickmeier, Mayor
Address: 537 Main Street, PO Box 38
Seward, Nebraska 68434
Telephone: 402.643.2928 **email:** Josh.eickmeier@cityofsewardne.gov

Project Manager: Jake Vasa
Address: 4611 South 96th Street, Suite 222
Omaha, NE 68127-1243
Telephone: 402.480.4096 **email:** jvasa@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Project Description: The project area is an approximate 110 acre parcel (Exhibit 1) on the southwest corner of the City of Seward. The proposed PUD 1st addition will bring addition land that was purchased by the City into the PUD, and of that land a portion will be final platted. All of the area of the PUD will be annexed by the City of Seward, as there is a portion that is currently not annexed. This project includes the platting of this property, and associated exhibits for review by City of Seward Planning Commission, Rail Campus Committee, and City Council.

Scope of Work:

Task 1: Preliminary Plat PUD Submittal (Entire Property 110 acres+/-)

Consultant prepare preliminary plat documentation necessary to meet City of Seward requirements.

- Application for preliminary plat with City of Seward
- Preliminary plat documents:
 - PUD Site Plan
 - Grading Plan
 - Drainage Report & culvert calculations
 - Paving sections & profiles
 - Utility Layout Plan
- Update Lot Exhibit
- Affirm Rail Loop location & layout
- Coordinate utility locations with City of Seward department managers

Task 2: Final Plat documents & Annexation documents (80 acres+/-)

Development of final plat exhibits to include:

- Legal description of platted area
- Property lot layout with easements
- Annexation area legal description & exhibit
- Setting property pins

Not included:

- Construction Documents (street, water main, storm sewer, sanitary sewer, grading, landscaping, etc.)
- Permitting
- Topographic Survey

Assumptions:

1. We will use existing topographic survey and boundary survey that was completed previously, we assume it is correct and true to the site.
2. We assumed the areas of the PUD prelim and final plat, based on previous discussions with the Rail Campus Committee and City Administrator.

Owner Provided:

1. CAD files of previously completed survey, proposed construction, plat work, and drainage ditch improvements.
2. Lot size requirements for the planned site.
3. Preliminary plat requirements that are not survey or engineering items.

Deliverables

- Preliminary plat PUD plans.
- Preliminary plat PUD annexation exhibit.
- Final Plat documents.

Schedule: Consultant will begin work immediately after notice to proceed is issued. The following is the anticipated schedule:

Contract Approval	February, 2020
Preliminary Plat PUD Submittal (2 months)	April, 2020
Final Plat documents (1 month)	May, 2020

Note: Consultant can adjust the schedule to meet critical deadlines that are mutually agreed upon. Overall schedule may be impacted by regulatory approval processes beyond the control of the Consultant.

Payment: The lump sum fee, including expenses and equipment (mileage and lodging), and excluding reimbursable expenses:

Task 1	\$ 24,900
Task 2	\$ 9,800
Total	\$ 34,700

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

x:\pt\s\sewac\154187\1-gen\10-setup-cont\03-proposal\pud 1st add\letter agreement_pud1st_20200218.docx

Short Elliott Hendrickson Inc.

City of Seward

By:  _____

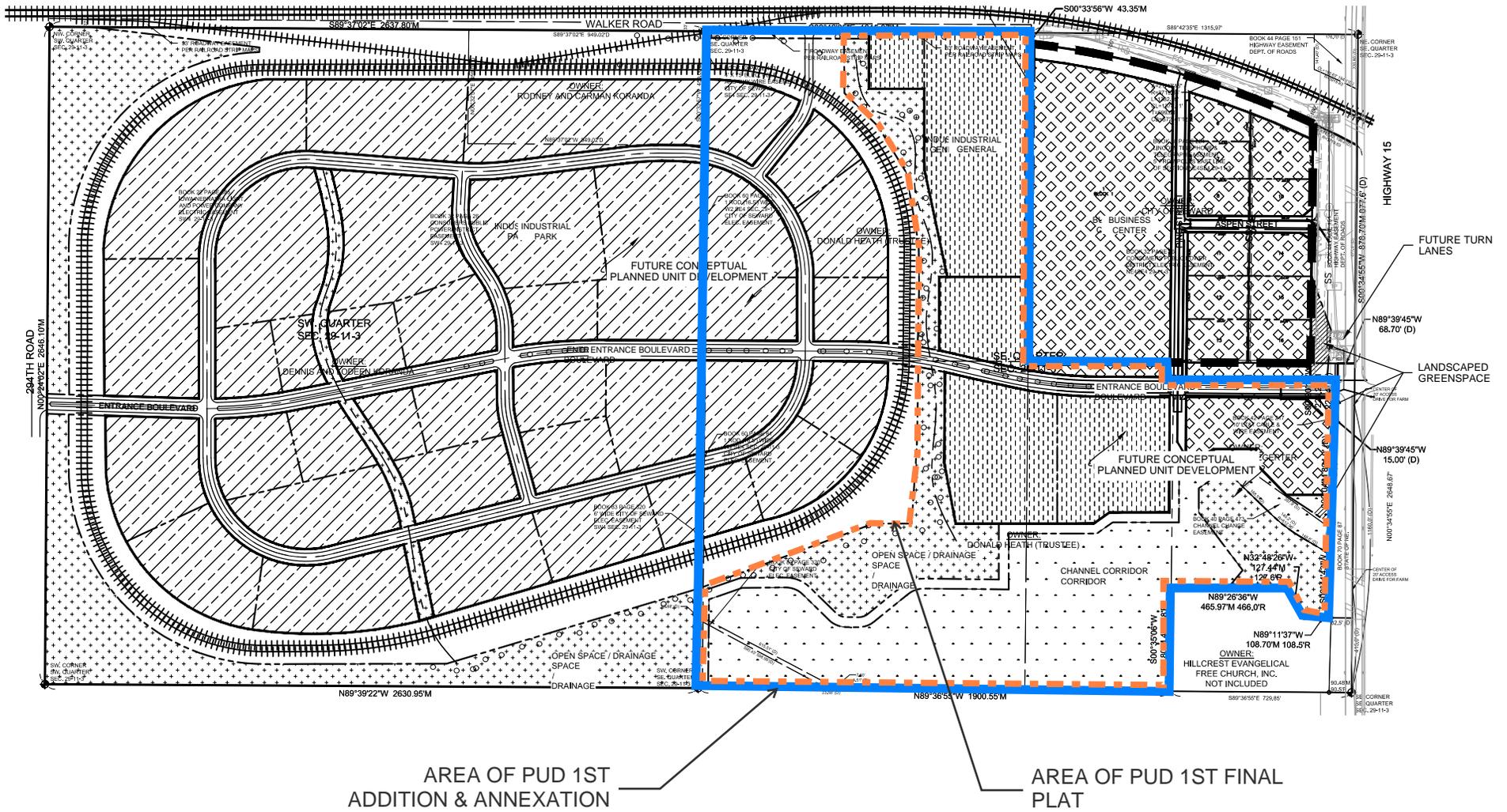
By: _____

Title: Sr. Engineer II – Client Service Manager

Title: Mayor

SEWARD RAIL CAMPUS PUD 1ST ADDITION

EXHIBIT 1



AREA OF PUD 1ST
ADDITION & ANNEXATION

AREA OF PUD 1ST
FINAL
PLAT

**Specifications
and
Contract Documents**

**ADVANCED METERING INFRASTRUCTURE
ELECTRIC AND WATER METERS
SEWARD, NEBRASKA
2020**

olsson[®]

**PRELIMINARY:
FOR CITY REVIEW**

Olsson No. 019-2749

March 2020

ADVANCED METERING INFRASTRUCTURE
ELECTRIC AND WATER METERS

SEWARD, NEBRASKA

2020

Mayor

Joshua Eickmeier

Council Members

Ellen Beck

Karl Miller

Dean Fritz

Alyssa Hendrix

John Singleton

Jonathon Wilken

Chris Schmit

Sid Kamprath

City Administrator

Greg Butcher

Asst. Administrator/Clerk/Human Resources Director

Bonnie Otte

Electric and Power Resource Director

Larry Ruether

Water/Wastewater Director

Tim Richtig

TABLE OF CONTENTS

	<u>Page Number</u>
Invitation for Bids.....	I-1 : I-2
Instructions to Bidders	P-200-1 : P-200-14
Bid Form	P-400-1 : P-400-12
Bid Bond	C-430-1 : C-430-2
Agreement.....	P-520-1 : P-520-8
Exhibit A-1	
Exhibit A-2	
Documentation of Authority to Sign.....	DAS-1
Performance Bond for Procurement Contracts (C-610).....	P-610-1 : P-610-2
Payment Bond for Procurement Contracts (C-615).....	P-615-1 : P-615-2
Notice of Award (C-510).....	C-510
Notice to Proceed (C-550)	C-550
General Conditions (P-700).....	P-700-1 : P-700-29
Supplementary Conditions.....	P-800-1 : P-800-7

TECHNICAL SPECIFICATIONS

Section 01005 – Administrative Provisions.....	01005-1 : 01005-8
Section 01300 – Submittals	01300-1 : 01300-5
Section 01400 – Quality Control	01400-1 : 01400-3
Section 01610 – General Equipment Stipulations	01610-1 : 01610-2
Section 01700 – Contract Closeout.....	01700-1 : 01700-3
Section 15137 – Water Meters.....	15137-1 : 15137-9
Section 16138 – Electricity Meters.....	16138-1 : 16138-8

INVITATION FOR BIDS

The City of Seward, Nebraska, intends to select the material and equipment for an electric and water meter Advanced Metering Infrastructure (AMI) system as defined in the plans and specifications.

1. The work included in this project shall include the design, assembly, testing, shipping, installing, and guaranteeing one Advanced Metering Infrastructure (AMI) system for separate electric and water meter reading systems (base bid), or a combined electric and water meter reading system (alternate bid), as outlined in the bidding documents, and as further described in these specifications. Shipping of any product shall be F.O.B. Seward, Nebraska. Pricing shall include on-site testing and training. The proposal price(s) shall include applicable sales taxes (7%).
2. The work covered by this contract includes all labor, materials, and equipment necessary for:
 - 1) Providing a two-way communication solution for completely automating the electric and water metering processes.
 - 2) Seamlessly interface with the Owner's billing software (GWorks, Version 5.6.2).
3. Installation Contractor Information Package, if selected, includes:
 - a. Final Technical Submittal
 - b. Equipment delivery and installation schedule
 - c. Special shipping/handling information/requirements
 - d. Special installation requirements
 - e. Draft startup plan and schedule
4. The City's funds for the project will be available for the fiscal year beginning in October 1, 2020, and ending September 30, 2021. Project funds shall only be expended within this timeframe, except as modified via the Bid Form..

The Proposal consist of furnishing and delivery of the specified equipment (referred to as Goods) to the point of destination, including performance of special services at the site in conjunction with installation of the Goods by others as part of the Buyer's construction program, all in accordance with the Proposal Documents.

Sealed Proposals for the furnishing of Goods and Special Services related to the Advanced Metering Infrastructure Electric and Water Meters will be received at the Seward City Office, 537 Main, Seward, Nebraska 68434-0038, until 2:00 p.m., local time, April 23, 2020, for the procurement of the equipment as described in the Proposal Documents.

Envelopes shall be plainly marked: "Advanced Metering Infrastructure Electric and Water Meters, Seward, Nebraska – 2020."

Proposal documents are on file in the office of the City of Seward, 537 Main, Seward, Nebraska 68434-0038 and may be obtained from the office of the Engineer, Olsson, 601 P Street, Suite #200, Lincoln Mall, Lincoln, Nebraska, 68508, as electronic documentation for no charge. Should hard copies be desired, they can be requested and shipped for a fee of \$40.00.

Each Proposal must be made on the Bid Form furnished and must be accompanied by a Bid Bond or a cashier's check in an amount equal to five percent (5%) of the amount of the bid amount, made payable to the City of Seward. The check or draft may be cashed by the City as liquidated damages in the event the successful bidder fails to enter into a contract within the fifteen (15) days after Notice of Award and post bond satisfactory to the City ensuring the faithful fulfillment of the contract.

The Engineer is Olsson and all communication relative to the equipment procurement shall be directed to Craig Reinsch, PE who can be reached at 402.458.5671. The Engineer's address is 601 P Street, Suite #200, Lincoln, Nebraska 68508.

No proposal may be withdrawn within a period of ninety (90) days after the date fixed for proposal opening.

The City of Seward reserves the right to reject any and all proposals and to waive informalities in proposals submitted.

Owner: City of Seward, Nebraska

By: Greg Butcher
Title: City Administrator

Published in the *Seward Independent* issued on March 11, 18, 25, April 1, 8, and 15, 2020.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. Issuing office is Olsson, 601 P Street, Suite #200, Lincoln, Nebraska 68508.

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to Invitation to Bid to for information on receipt of Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

- 3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.
- 3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

- 4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, within five days of Buyer's request Bidder shall submit written evidence, such as financial data and previous experience.
- 4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

- 5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.

- 5.02 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
 - B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
 - D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;
 - E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
 - F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- 5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services..

ARTICLE 6 - PRE-BID CONFERENCE

- 6.01 A pre-bid conference will not be held.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods *or furnish Special Services within the Contract Times*, are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.
- 12.11 Each Bidder is required to submit a technical information submittal along with each bid for items the Bidder proposes to supply.

- 12.12 The information required in these submittals is outlined in the individual specification sections. Bidders should carefully review the requirements and provide all required information.
- 12.13 The technical information will be used along with the bid prices in a comparative evaluation process to select the successful Bidder(s). Information on the scoring for the cooperative evaluation is given in Article 13 of these Instructions to Bidders.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

13.01 Lump Sum

- A. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form. The Bid Form along with requested supporting information shall be enclosed in a sealed envelope in accordance with the Invitation to Bidders.
- B. For determination of the apparent low Bidder, Bids will be compared on the basis of the lump sum.
- C. Bids will be evaluated as part of the comparative evaluation process set forth in this Section.

13.02 Since each Bid may be comprised of varying metering infrastructure equipment with significantly different performance and reliability characteristics, the selection of the system will be based on several specific criteria. Additionally, the Engineer will evaluate and assign points to each Bid and make a recommendation to the Buyer regarding selection of a system supplier.

13.03 Award of contract will be based on the results of a process including the Base Bid amount, and non-economic factor evaluation, as identified herein. The objective of the evaluation and selection process is to determine which Bid provides the best overall value to the Buyer while meeting the performance requirements outlined in the technical specifications.

The evaluation process will consider a variety of criteria, including, but not limited to the factors described in the following table:

	GRADED CRITERIA	POINTS
1.0	Financial Factors (Total Weight = 40 points)	
1.1	Total Proposal Price (Maximum 40 points)	
2.0	Non-Economic (Total Weight = 60 points)	
2.1	Operational/Maintenance (Maximum 10 points)	
2.2	Operational Flexibility (Maximum 10 points)	
2.3	Warranty and Extended Warranty (Maximum 10 points)	
2.4	Proprietary Service and Parts (Maximum 10 points)	
2.5	List of Exceptions (Maximum 10 points)	
2.6	References (Maximum 10 points)	
	TOTAL POINTS (Total Out of 100)	

- A. The aforementioned evaluation criteria will be evaluated as follows:
1. Total Price
 - a. Each Bid will be evaluated relative to the other Bids received and scored accordingly.
 2. Non-Financial Factors
 - a. Operation/Maintenance
 - i. What level of maintenance is anticipated for the meters, radios, meter reading components, and ancillary systems? Will the proposed equipment design facilitate maintenance activities? What level of personnel attention is anticipated for the proposed system?
 - b. Operational Flexibility
 - i. Does the design submitted by the Bidder meet the intent of the Technical Specifications? Is the proposed system flexible with regards to being reliable, durable, and expandable in the future?
 - c. Warranty and Extended Warranty
 - i. Is the warranty proposed in conformance with the Technical Specifications? What extended warranty options and costs were presented for the City's consideration?
 - d. Proprietary Service and Parts
 - i. The Bids will be evaluated relative to one another giving consideration with respect to long term commitments on service or part supply, availability of factory trained service representatives, availability of replacement parts and replacement costs. Is the equipment the manufacturer's current model, is it convenient to maintain, and are parts readily available?
 - e. List of Exceptions
 - i. Do the exceptions taken by the manufacturer or supplier indicate that project requirements will be compromised?
 - f. References
 - i. A minimum of three references with similar systems will be contacted and the proposals will be evaluated relative to one another giving consideration with respect to service, cost escalation, delivery, technical support, equipment performance, and ease of operation and maintenance.
 3. Total
 - a. The sum of the number of points received for the Total Price and the Non-Financial Factors will make up the total score for the bid evaluation.
- B. Each Bid will be reviewed, and then ranked from highest to lowest. Notwithstanding any other considerations that may apply, the Bidder with the highest overall ranking will be selected to provide the stated metering infrastructure system.

- C. The Buyer and Engineer reserve the right, at their expense to visit the Bidder's factory and/or field installations to observe similar successful systems similar to that being proposed.
- D. The Bid containing the lowest price of any Bid will not necessarily be selected. Buyer reserves without restriction, sole discretion in determining best value and whether or not any Bid received provides the necessary level of value to Buyer to result in the award of a contract. Notwithstanding the evaluation methodology and criteria, the Buyers reserves the right to accept the Bid, which is deemed to be the most qualified and advantageous.

ARTICLE 14 - SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.
- 14.02 A technical information submittal shall be prepared and submitted with the Bid. Technical submittal shall be in sufficient detail so that the Buyer can ascertain the Bidder's ability to comply with the Bidding Documents. The Bid and technical information submittal shall be in 3-ring binders and shall be prepared in a neat organized fashion.

Each section shall be tabbed in accordance with the following outline:

- A. *Table of Contents*
- B. *General Information*
 - 1. *Executive Summary*
 - 2. *Scope of Services*
 - 3. *Company Information and Background*
- C. *References*
 - 1. *References (3 Minimum)*
- D. *Proposed Hardware, Application Software and Computing*
- E. *Training*
- F. *Maintenance and Support Programs*
- G. *Advanced Metering Infrastructure (AMI) System Description and Equipment*
- H. *System Installation Schedule*
- I. *Cost Proposal*
- J. *List of Exceptions*
- K. *Operations and Maintenance*
 - 1. *Description of Maintenance Needs*
 - 2. *List of Recommended Spare Parts*
- L. *Seller's Services, Guarantee and Warranties*
- M. *Additional Sections may be added at the discretion of the Seller. Added sections must be included in the Table of Contents and tabbed accordingly.*

- 14.03 The Bidder shall submit the following technical information documents and data with the Bid.
- A. The Bidder shall provide the following as part of their General Information provided with the Bid Proposal:
 - 1. Executive Summary: Provide a brief narrative highlighting the proposal and oriented towards non-technical personnel. Identify the primary contacts for the proposing Bidder.
 - 2. Scope of Services: Include a general discussion of the Bidder's understanding of the overall project and summary of the products and services being proposed.
 - 3. Company Information and Background: Provide a narrative on the company's background.
 - B. A list of three (3) reference AMI meter reading systems of similar size which have been installed and in successful operation for at least 6 months, using the processes and methods specified herein. The installations are preferred to be located in Nebraska. Contact information should be provided to be used for system confirmation and questions by the Owner.
 - C. Proposed Hardware, Application Software, and Computing: The Bidder must present, in detail, the key features and capabilities of the proposed application software as they relate to the City. In addition to the description, please provide in narrative form (at least one paragraph per item) answers to the following questions:
 - 1. Proposed Software Upgrades: What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied? How are upgrades applied? How many versions of the software does your company support?
 - 2. Additional Product Solution Functionality: Bidders should provide product descriptions for their entire product solution. Explain those solution items that provide additional functionality to the AMI solution and the integration level. Bidders are encouraged to respond with optional products and solutions that the City should consider to optimize the AMI system. Optional products must be clearly identified, fully described, and separately priced
 - 3. Endpoints, Repeaters, Gateways/Data Collection Units (DCUs): Bidders must identify all equipment/hardware of the proposed system, including the physical installation of the proposed AMI devices. Bidder will be expected to include all materials tools, travel and living expenses, and any on-site secure storage facilities for equipment they require to perform the work.
 - 4. Technology Architecture: When identifying the proposed technical architecture requirements, please identify the optimal configuration, not merely the preferred configuration.

5. Endpoints, Repeaters, Data Collection Devices and Accessories: Total number of DCUs and their key functions, including minimum and maximum coverage per DCU. Correct sizing for each DCU in each environment/condition (i.e.: tall buildings, dense cluster of buildings, power outages, large trees, etc.), including but is not limited to: weather resistant enclosure, backup power source, number and size of repeaters required.
- D. Training: The Bidder must provide a complete description of the training services provided as part of their proposed implementation plan. The training plan supporting the solution implementation MUST include an overview of the proposed training plan including options for on-site and web-based training.
- E. Maintenance and Support Programs: Specify the nature of any post-implementation and on-going support provided by the Bidder including:
1. On-site, post-implementation support (project manager e.g., one month of on-site support after go-live, optional ‘as needed’ support (7 days/week)).
 2. Telephone support (include toll-free support hotline, hours of operation, availability of 24/7 hotline, etc.).
 3. Define what level of support is being proposed.
 4. Delivery method of future upgrades and product enhancements including historical frequency of upgrades.
 5. Problem reporting and resolution procedures.
- F. AMI Process Concept Description. Bidder shall provide a written description of the process including all ancillary systems. Separate information as it applies to the electric meters and water meters.
1. Endpoint Functional and Technical Specifications:
 - a. Configuration: Meter Interface Unit (MIU) must be configurable with a two-way handheld device. The Bidders will include the cost to provide the handheld device as a separate line item in the Proposal.

- b. Physical Construction and Tolerances:
 - What are the temperature tolerances of your product?
 - What are the relative humidity (RH) tolerances of your product?
 - What type of battery does your product use?
 - What is the life expectancy of the battery?
 - c. Function and Operation:
 - What is the power output and typical transmittal range of the MIU (identify any circumstances that would limit this range)?
 - MIU must deploy two-way communication for receiving and transmitting data.
 - The MIU must be capable of storing and holding hourly data for 180 days.
 - The MIU must have the ability for user-defined alert parameters (i.e. tamper, power outage, water leak, low battery, etc.).
 - How often can your product be configured to transmit?
 - d. Servicing:
 - MIU must facilitate battery changes in the field.
 - MIU must be able to give a low battery alarm well in advance of failures to allow the operator to perform scheduled maintenance.
 - e. Warranty:
 - Battery life of MIU must be warranted for a minimum of 10 years.
 - What are the conditions of this warranty?
 - f. Accessories:
 - Describe any accessories that are available (or necessary) for operation with your product.
2. DCU & Repeater Functional & Technical Specifications, Environmental, Physical, & Installation Specifications.
- a. DCU:
 - What are the temperature tolerances of your Data Collection Unit (DCU) product?
 - Please state any special mounting requirements, the recommended sighting and the minimum separation from other radio, cellular, microwave, or other sources of interference.
 - The DCU must have battery back-up power that maintains the operation of the unit and retains information for a minimum of six (6) months.
 - What are the minimum and maximum coverage of the product?
 - What backhaul protocols are supported (i.e. Wi-Fi, Cellular, Ethernet, etc.)?
 - b. Repeater(s) (if applicable):
 - What are the temperature tolerances of your product?
 - What are the relative humidity (RH) tolerances of your product?
 - Please state any special mounting requirements including pole, and bracing restrictions, the recommended sighting and the minimum separation from other radio, cellular, microwave, or other sources of interference
 - What is the power output and typical transmittal range of your product (identify any circumstances that would limit this range)?

3. Fixed Network Functional & Technical Specifications:

- a. Please provide an overall diagram, equipment lists, types of connections (media speeds, adapters, protocols, etc.) for the proposed fixed network, and clearly document the design philosophy regarding the replacement and roles of each device and how to provide for any redundancy and reliability that is proposed.
- b. All software upgrades to DCU's are done via two-way communications network.
- c. Describe the proposed Fixed Network backhaul design, including:
 - o What type of backhaul circuit(s) will be used?
 - o Is it licensed or unlicensed backhaul?

G. System Installation Schedule:

1. Electric Meters: Due to annual budgeting constraints the City does not intend on starting the installation of the AMI system until October 2020 which is the start of their next budget year. City personnel will replace all electric meters. The preliminary plan is to complete the installation in one year.
2. Water Meter Communication Endpoints: Similar to the electric meters, the City does not intend on starting the installation of the AMI communication endpoints for the water meters until October 2020. The endpoints will be provided and installed over a 3 year period, at approximately 1,000 modules per year (2021, 2022, and 2023). The system infrastructure will be in place during the first year. Subsequent modules will then be added to the existing infrastructure, and come on-line as they are installed. City personnel will install all selected communication modules over a one year period, or installation will be provided by the Bidders, per the stated alternate bid.
3. System Completion: The City desires to have the selected AMI system installed and operational by **August 2021**, with an alternate bid date of **August 2022**. An installed and operational system implies that all testing of the system has been completed, all software interfaces required to tie the AMI system to the City's GWorks billing system have been completed, and all training of the City's personnel that will be operating the AMI system is complete. The installation of towers, collectors, and other related hardware can be installed prior to September 30, 2020, and will be listed as a separate item on the Bid Form.

H. Cost Proposal:

1. Bidders should submit in detail all project costs of the proposed solution (i.e. software licenses, hardware/equipment cost, maintenance fees, professional services fees for implementation, training, travel, etc.). The City may award a purchase contract based on initial offers received without discussion of such offers. A Bidder's initial offer should, therefore, be based on the most favorable terms available.
2. Proposals must include all components that the City needs to attain the functionality stated in this Specification. Furthermore, all consulting hours needed to implement the proposed solution, configuration, integration, or job migration, reporting, and training, must be included in the cost proposal.

3. Bidder should supply in their proposal a listing of their entire product solution and itemized hardware/equipment, software product pricing, including software related maintenance, support pricing, licensing fees, and all associated costs.
 4. While this Specification defines minimum requirements for the proposed solution, Bidders are encouraged to respond with optional products that will enhance the AMI system. Optional products must be clearly identified, fully described and separately priced.
 5. Proposals must identify the needed interface to the GWorks software billing program in use by the City. The interface will seamlessly import meter reading and consumption data into the billing software without human action. The pricing of this interface will be identified in this proposal.
- I. List of Exceptions. A detailed list of any exceptions, functional differences, or discrepancies between the Bidder's proposed system and the contract requirements or a statement that there are none. All exceptions shall be clearly identified, referencing page number and section number of the Specification, and included within this section. The City, at its sole discretion, may reject any exceptions or specifications within the proposal. Bidders should take note that any exceptions may be justification by Buyer for rejection of Bid
 - J. Operation and Maintenance Considerations. Bidders shall allow for in their design and include provisions for installing and replacing components of their system. In addition, if special equipment is needed to remove, replace, and/or maintain the system or any other piece of the equipment, the need for, description of, and cost for such special equipment shall be included in the cost proposal. The cost impact of equipment necessary to maintain the metering equipment will be taken into account in evaluating the Bids.
 - K. Seller's Services, Guarantee, and Warranties. The Bidder shall provide a statement or document outlining their services and warranties to be provided for review and consideration.
- 14.04 Each prospective Bidder shall submit three (3) copies of the Bidding Documents and supporting information in the format indicated above. In addition, a CD, or other similar device (i.e. flash drive), with their complete proposal in PDF format.
- A. Engineer Review. The above submittal information will be reviewed by the Engineer and Buyer as part of the meter reading equipment procurement selection process.
- 14.05 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to City of Seward, 537 Main, Seward, Nebraska 68434-0038.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 16 - OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, the name of each Bidder only will be read aloud publicly. Thereafter, Buyer and Engineer will evaluate the bids in a comparative process as described elsewhere in the Instructions to Bidders. After all Bids have been evaluated and scored, a tabulation of the scores will be made available to the Bidders. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be nonresponsive. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.
- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.

- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

- 19.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

ARTICLE 20 - SIGNING OF AGREEMENT

- 20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.
- 20.02 This Contract is expected to be funded in part with funds provided by State and/or Federal Funds.
- 20.03 The documents required for award of the Contract, as required by the project funding source, are listed on the Bid Form. Providing these forms is a requirement for the Contract to be effective.

ARTICLE 21 - SALES AND USE TAXES

- 21.01 Bidder shall pay all sales, consumer, use, and other similar taxes required to be paid by Bidder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any applicable taxes shall be included in the bid. Refer to the Supplementary Conditions for additional information

ARTICLE 22 - RETAINAGE

- 22.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

BID FORM

Project Identification:

The City of Seward, Nebraska, intends to select the material and equipment for an electric and water meter Advanced Metering Infrastructure (AMI) system as defined in the plans and specifications.

Contract Identification and Number:

Advanced Metering Infrastructure Electric and Water Meters
Seward, Nebraska - 2020
Olsson Project #019-2749

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Seward
Attn: Mr. Greg Butcher
537 Main
P.O. Box 38
Seward, Nebraska 68434-0038

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

- A. Bid Section 1: New Electric Meters and Communication Modules Installed by City.

Unit Prices to Furnish New Electric Meters to be delivered between October 1, 2020 and September 30, 2021. Quantities and existing meter types are shown for reference in preparing a comparable bid. All 36S units (GE/Aclara) have been converted to 9S for this bid.

Make/Model	Description	Quantity	Unit Price (\$)	2021 Total (\$)
Itron Type 75	CL200 12S 25S	57		
Itron Type 75	CL200 2S	2,688		
Itron Type 75	CL200 2s XM	9		
Itron Type 75	CL320 2S	23		
Itron Type 95	CL200 2S	187		
Itron Type 95	CL200 2S XM	304		
Itron Type 95	CL320 2S	43		
Itron Type 95	CL20 3S N	2		
Itron Type 95	CL20 3S 4S	9		

Bid Section 1, Continued

Make/Model	Description	Quantity	Unit Price (\$)	2021 Total (\$)
GE/Aclara Type 101	KV 4S	21		
GE/Aclara Type 101	KV 9S	82		
GE/Aclara Type 101	KV9S VT	4		
GE/Aclara Type 101	KV 12S 200	7		
GE/Aclara Type 101	KV 16S 200	58		
GE/Aclara Type 101	KV 16S 320	11		
GE/Aclara Type 101	KV 4S VT	1		
GE/Aclara Type 101	KV 9S VT	17		

Total Electric Meters: 3,523

Installation of AMI tower/hardware for this bid section (individual lump sum price for a complete system with all recommended equipment, hardware, software, training, and support as required by the specifications):

_____ (lump sum)

Total Bid Section 1 - Lump Sum:

_____ (_____) (Write in Words) (Figures)

- B. Alternate Bid Section 1A: New Electric Meters and Communication Modules Installed by Supplier/Contractor.

Total Alternate Bid Section 1A - Lump Sum (add to Bid Section 1):

_____ (_____) (Write in Words) (Figures)

Total Bid Section 1 and Alternate Bid Section 1A - Lump Sum:

_____ (_____) (Write in Words) (Figures)

- C. Alternate Bid Section 1B: New Electric Meters and Communication Modules Installed by City with alternate completion date as listed in Article 5 of the Agreement.

Total Alternate Bid Section 1B - Lump Sum:

_____ (_____)
 (Write in Words) (Figures)

Total Alternate Bid Section 1A and Alternate Bid Section 1B - Lump Sum:

_____ (_____)
 (Write in Words) (Figures)

- D. Bid Section 2: New Water Meter Communication Endpoints Installed by City.

Unit Prices to Furnish New Water Meter Communication Endpoints to be delivered between October 1, 2020 and September 30, 2021.

	Quantity	Unit Price (\$)	2021 Total (\$)
Communication Endpoint to Convert Meters to AMI/AMR	1,000		

Unit Prices to Furnish New Water Meter Communication Endpoints to be delivered between October 1, 2021 and September 30, 2022.

	Quantity	Unit Price (\$)	2022 Total (\$)
Communication Endpoint to Convert Meters to AMI/AMR	1,000		

Unit Prices to Furnish New Water Meter Communication Endpoints to be delivered between October 1, 2022 and September 30, 2023.

	Quantity	Unit Price (\$)	2023 Total (\$)
Communication Endpoint to Convert Meters to AMI/AMR	1,000		

Total Water Meter Communication Endpoints: 3,100

Installation of AMI tower/hardware for this bid section (individual lump sum price for a complete system with all recommended equipment, hardware, software, training, and support as required by the specifications):

_____ (lump sum)

Total Bid Section 2 - Lump Sum:

_____ (_____)
(Write in Words) (Figures)

- E. Alternate Bid Section 2A: New Water Meter Communication Endpoints Installed by Supplier/Contractor.

Total Alternate Bid Section 2A - Lump Sum (add to Bid Section 2):

_____ (_____)
(Write in Words) (Figures)

Total Bid Section 2 and Alternate Bid Section 2A - Lump Sum:

_____ (_____)
(Write in Words) (Figures)

- F. Alternate Bid Section 2B: New Water Meter Communication Endpoints Installed by City with alternate completion date as listed in Article 5 of the Agreement.

Total Alternate Bid Section 2B - Lump Sum:

_____ (_____)
(Write in Words) (Figures)

Total Alternate Bid Section 2A and Alternate Bid Section 2B - Lump Sum:

_____ (_____)
(Write in Words) (Figures)

G. Bid Section 3: New Electric Meters and Communication Modules and New Water Meter Communication Endpoints Installed by City.

Unit Prices to Furnish New Electric Meters to be delivered between October 1, 2020 and September 30, 2021. Quantities and existing meter types are shown for reference in preparing a comparable bid. All 36S units (GE/Aclara) shall be converted to 9S.

Make/Model	Description	Quantity	Unit Price (\$)	2021 Total (\$)
Itron Type 75	CL200 12S 25S	57		
Itron Type 75	CL200 2S	2,688		
Itron Type 75	CL200 2s XM	9		
Itron Type 75	CL320 2S	23		
Itron Type 95	CL200 2S	187		
Itron Type 95	CL200 2S XM	304		
Itron Type 95	CL320 2S	43		
Itron Type 95	CL20 3S N	2		
Itron Type 95	CL20 3S 4S	9		
GE/Aclara Type 101	KV 4S	21		
GE/Aclara Type 101	KV 9S	82		
GE/Aclara Type 101	KV9S VT	4		
GE/Aclara Type 101	KV 12S 200	7		
GE/Aclara Type 101	KV 16S 200	58		
GE/Aclara Type 101	KV 16S 320	11		
GE/Aclara Type 101	KV 4S VT	1		
GE/Aclara Type 101	KV 9S VT	17		

Total Electric Meters: 3,523

Unit Prices to Furnish New Water Meter Communication Endpoints to be delivered between October 1, 2020 and September 30, 2021.

	Quantity	Unit Price (\$)	2021 Total (\$)
Communication Endpoint to Convert Meters to AMI/AMR	1,100		

Unit Prices to Furnish New Water Meter Communication Endpoints to be delivered between October 1, 2021 and September 30, 2022.

	Quantity	Unit Price (\$)	2022 Total (\$)
Communication Endpoint to Convert Meters to AMI/AMR	1,000		

Unit Prices to Furnish New Water Meter Communication Endpoints to be delivered between October 1, 2022 and September 30, 2023.

	Quantity	Unit Price (\$)	2023 Total (\$)
Communication Endpoint to Convert Meters to AMI/AMR	1,000		

Total Water Meter Communication Endpoints: 3,100

Installation of AMI tower/hardware for this bid section (individual lump sum price for a complete combined water/electric system with all recommended equipment, hardware, software, training, and support as required by the specifications):

_____ (lump sum)

Total Bid Section 3 - Lump Sum:

_____ (_____) (Write in Words) (Figures)

H. Alternate Bid Section 3A: New Electric Meters and Communication Modules and New Water Meter Communication Endpoints Installed by Supplier/Contractor.

Total Alternate Bid Section 3A - Lump Sum (adder to Bid Section 3):

_____ (_____) (Write in Words) (Figures)

Total Bid Section 3 and Alternate Bid Section 3A - Lump Sum:

_____ (_____) (Write in Words) (Figures)

- I. Alternate Bid Section 3B: New Electric Meters and Communication Modules and New Water Meter Communication Endpoints Installed by City with alternate completion date as listed in Article 5 of the Agreement.

Total Alternate Bid Section 3B - Lump Sum:

_____ (_____)
(Write in Words) (Figures)

Total Alternate Bid Section 3A and Alternate Bid Section 3B - Lump Sum:

_____ (_____)
(Write in Words) (Figures)

- 5.02 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of 5% Bid Bond and/or Cashier's Check.
 - B. Technical information required for comparative evaluation as described in Instructions to Bidders, and more specifically in the Specifications.
 - C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint
Venture: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

AGREEMENT

THIS AGREEMENT is by and between _____ (“Buyer”) and _____ (“Seller”).

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:

The City of Seward, Nebraska, intends to select the material and equipment for an electric and water meter Advanced Metering Infrastructure (AMI) system as defined in the plans and specifications.

ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by Olsson ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as: Seward, Nebraska.

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

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

5.02 *Milestones*

- A. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 30 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

A. *Date for Delivery of Goods*: The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to)

5.03 *Buyer's Final Inspection*

A. *Date for Final Inspection*: Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions on or before

Bid Section 1 and Alternate Bid Section 1A: August 1, 2021

Bid Alternate Bid Section 1A and Alternate Bid Section 1B: August 1, 2022

Bid Section 2 and Alternate Bid Section 2A (for the first year of communication endpoints with AMI System only): August 1, 2021

Bid Section 2A and Alternate Bid Section 2B (for the first year of communication endpoints with AMI System only): August 1, 2022

Bid Section 3 and Alternate Bid Section 3A: August 1, 2021

Bid Section Alternate 3A and Alternate Bid Section 3B: August 1, 2022

This date shall be adjusted equitably if Seller fails to deliver the Goods or furnish Special Services in compliance with the Milestones established in Paragraphs 5.02.B and 5.02.C of this Agreement.

5.04 *Liquidated Damages*

A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods.

ARTICLE 6 – CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 15 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
 2. Upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
- B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.

- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages P-520-1 to P-520-4, inclusive);
 - 2. Performance Bond (pages P-610-1 to P-610-3, inclusive);
 - 3. Payment Bond (pages P-615-1 to P-615-3, inclusive);
 - 4. Other bonds
 - a. _____ (pages _____ to _____, inclusive);
 - b. _____ (pages ___ to ___, inclusive);
 - c. _____ (pages ___ to ___, inclusive);
 - 5. General Conditions (pages P-700-1 to P-700-29, inclusive);
 - 6. Supplementary Conditions (pages P-800-1 to P-800-7, inclusive);
 - 7. Specifications as listed in table of contents of the Project Manual;
 - 8. Addenda (Numbers _____ to _____, inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.

- c. Seller's Bid, solely as to the prices set forth therein (pages ____ to ____, inclusive);
 - d. Documentation submitted by Seller prior to Award (pages ____ to ____, inclusive);
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 Assignment of Contract

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
 - 1. The Contract will be executed in the name of Buyer initially, and will be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur on or about June 1, 2020. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 - 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.

3. After assignment:

- a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.
 - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.
- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents 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.

11.05 *Seller's Certification*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other’s officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

11.07 Other Provisions

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on *[insert date]* (which is the Effective Date of the Agreement).

Buyer: _____ Seller: _____

By: _____ By: _____
[Corporate Seal] [Corporate Seal]

Attest: _____ Attest: _____

Address for giving notice: _____

Address for giving notice: _____

Agent for service of process:

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

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

**EXHIBIT A-1 to Agreement Between Buyer
and Seller dated _____**

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on *[insert date]*.

[or]

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between _____ (“Buyer”) and
_____ (“Seller”) for furnishing Goods and Special Services under the Contract Documents entitled

_____ is hereby assigned, transferred, and set over to _____ (“Construction Contractor”). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

Buyer
By: _____
(Signature) (Title)

ASSIGNMENT
ACKNOWLEDGED AND ACCEPTED BY:

Seller
By: _____
(Signature) (Title)

(If Seller is a corporation, attach evidence of authority to sign.)

ASSIGNMENT ACCEPTED BY:

Construction Contractor
By: _____

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

**EXHIBIT A-2 to Agreement Between Buyer
and Seller dated _____**

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled _____ by and between _____ ("Buyer") and _____ ("Seller") may be assigned, transferred, and set over to _____ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety Company: _____

By: _____

Signature and Title
(Attach Power of Attorney)

Documentation of Authority to Sign

Complete Section A *or* B, as applicable:

Section A.

I _____ certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor was then _____ (Title) of said corporation; that said contract was duly signed for and on behalf of the said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this day ____ of _____, _____.

(Corporate Seal)

Corporate Secretary

Section B.

We hereby certify that the undersigned are the sole owners of the company named as Contractor herein; and hereby attest that _____, who signed this Agreement on behalf of said Contractor, is authorized to legally bind the Contractor to the obligations of this Agreement.

By _____

NOTARIZATION

STATE OF NEBRASKA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, _____, by _____.

Notary Public

PERFORMANCE BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer, or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal
Place of Business):

BUYER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)
Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
Address:
Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Buyer has notified Seller and Surety pursuant to Paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller, and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
 - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
 - a. Surety in accordance with the terms of the Contract;
 - b. Another seller selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and a seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
 - a. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
 - b. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. the responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Seller's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location of the Point of Destination, and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. *Balance of the Contract Price:* The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.
 - 12.2. *Contract:* The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. *Seller Default:* Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. *Buyer Default:* Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal
Place of Business):

BUYER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)
Address:
Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
Address:
Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Seller:
 - a. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - b. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
 - c. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by Paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.
9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 *Claimant*: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

These Standard General Conditions for Procurement Contracts have been prepared for use with the Suggested Instructions to Bidders for Procurement Contracts (EJCDC P-200, 2010 Edition), the Agreement Between Buyer and Seller for Procurement Contracts (EJCDC P-520, 2010 Edition), and the Guide to Preparation of Supplementary Conditions for Procurement Contracts (EJCDC P-800, 2010 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. Additional information concerning the use of the EJCDC Procurement Documents may be found in the Commentary on Procurement Documents (EJCDC P-001, 2010 Edition).

Copyright © 2010:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
<http://www.nspe.org>

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
<http://www.acec.org>

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
<http://www.asce.org>

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for EJCDC P-700 is owned jointly by the four EJCDC sponsoring organizations listed above. The National Society of Professional Engineers (NSPE) is the Copyright Administrator for the EJCDC documents; please direct all inquiries and requests regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the four sponsoring organizations above.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	1
1.01 Defined Terms	1
1.02 Terminology	4
ARTICLE 2 - PRELIMINARY MATTERS	4
2.01 Delivery of Bonds	4
2.02 Evidence of Insurance.....	5
2.03 Copies of Documents.....	5
2.04 Commencement of Contract Times; Notice to Proceed.....	5
2.05 Designated Representatives	5
2.06 Progress Schedule.....	5
2.07 Preliminary Conference	5
2.08 Safety	6
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING	6
3.01 Intent	6
3.02 Standards, Specifications, Codes, Laws and Regulations.....	6
3.03 Reporting and Resolving Discrepancies	7
3.04 Amending and Clarifying Contract Documents	7
ARTICLE 4 - BONDS AND INSURANCE	8
4.01 Bonds	8
4.02 Insurance.....	8
4.03 Licensed Sureties and Insurers	9
ARTICLE 5 - SELLER’S RESPONSIBILITIES	9
5.01 Supervision and Superintendence	9
5.02 Labor, Materials and Equipment.....	9
5.03 Laws and Regulations	9
5.04 Or Equals	10
5.05 Taxes.....	11
5.06 Shop Drawings and Samples	11
5.07 Continuing Performance	12
5.08 Seller’s Warranties and Guarantees	12
5.09 Indemnification.....	13
5.10 Delegation of Professional Design Services	14
ARTICLE 6 - SHIPPING AND DELIVERY	15
6.01 Shipping.....	15
6.02 Delivery	15
6.03 Risk of Loss	15
6.04 Progress Schedule.....	15
ARTICLE 7 - CHANGES: SCHEDULE AND DELAY	16
7.01 Changes in the Goods and Special Services	16
7.02 Changing Contract Price or Contract Times.....	16

ARTICLE 8 - BUYER’S RIGHTS.....	17
8.01 Inspections and Testing	17
8.02 Non-Conforming Goods or Special Services.....	18
8.03 Correction Period.....	19
ARTICLE 9 - ROLE OF ENGINEER.....	19
9.01 Duties and Responsibilities.....	19
9.02 Clarifications and Interpretations.....	20
9.03 Authorized Variations.....	20
9.04 Rejecting Non-Conforming Goods and Special Services.....	20
9.05 Decisions on Requirements of Contract Documents	20
9.06 Claims and Disputes	20
ARTICLE 10 - PAYMENT.....	21
10.01 Applications for Progress Payments	21
10.02 Review of Applications for Progress Payments.....	22
10.03 Amount and Timing of Progress Payments	22
10.04 Suspension of or Reduction in Payment	23
10.05 Final Application for Payment.....	23
10.06 Final Payment	23
10.07 Waiver of Claims.....	24
ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION	24
11.01 Cancellation	24
11.02 Suspension of Performance by Buyer.....	24
11.03 Suspension of Performance by Seller	24
11.04 Breach and Termination.....	25
ARTICLE 12 - LICENSES AND FEES.....	26
12.01 Intellectual Property and License Fees	26
12.02 Seller’s Infringement	26
12.03 Buyer’s Infringement.....	27
12.04 Reuse of Documents	27
12.05 Electronic Data	27
ARTICLE 13 - DISPUTE RESOLUTION.....	28
13.01 Dispute Resolution Method	28
ARTICLE 14 - MISCELLANEOUS.....	28
14.01 Giving Notice.....	28
14.02 Controlling Law.....	29
14.03 Computation of Time.....	29
14.04 Cumulative Remedies	29
14.05 Survival of Obligations.....	29
14.06 Entire Agreement.....	29

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
 3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
 8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.
16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.

25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.
 3. The word “receipt” when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
 4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.
- C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 *Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 *Copies of Documents*

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 *Designated Representatives*

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract:* Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.
3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.

- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 - 3. Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 Bonds

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 Insurance

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.

- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and
 - b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 *Taxes*

- A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 *Shop Drawings and Samples*

- A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.
- B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:
 - a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and
 - b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.
2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.
4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
 2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:
1. observations by Buyer or Engineer;
 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 3. use of the Goods by Buyer;
 4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
 5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
 6. any inspection, test or approval by others; or
 7. any correction of non-conforming Goods and Special Services by Buyer.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

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

- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.
- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 - CHANGES: SCHEDULE AND DELAY

7.01 *Changes in the Goods and Special Services*

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.
- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 *Changing Contract Price or Contract Times*

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.
- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 - BUYER'S RIGHTS

8.01 *Inspections and Testing*

A. *General:*

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. *Inspection on Delivery:*

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.
3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

- E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. *Buyer's Rejection of Conforming Goods:*

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

9.01 *Duties and Responsibilities*

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 *Clarifications and Interpretations*

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 *Authorized Variations*

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 *Rejecting Non-Conforming Goods and Special Services*

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 *Decisions on Requirements of Contract Documents*

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.
- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.
- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 - PAYMENT

10.01 Applications for Progress Payments

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 - 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 - 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 *Review of Applications for Progress Payments*

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.
1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
 2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.
 3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
 - 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 - 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

10.07 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 - 1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 - 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

- A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
 - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,
 - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

- b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 Intellectual Property and License Fees

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 Seller's Infringement

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. 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 will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party 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 the data's creator.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 Dispute Resolution Method

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.
- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 - MISCELLANEOUS

14.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 *Cumulative Remedies*

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

14.05 *Survival of Obligations*

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

14.06 *Entire Agreement*

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

SUPPLEMENTARY CONDITIONS

SCOPE.

- These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts, EJCDC P-700 (2010 Edition), and other provisions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.
- The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.
- The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1. ARTICLE 1. DEFINITIONS AND TERMINOLOGY.

SC-1.01. Defined Terms.

Add the following to the end of Paragraph 1.01 A.8 of the General Conditions: “The BUYER is the City of Seward.”

Delete paragraph 1.01. A.34 of the General Conditions in its entirety and replace with the following:

“34. *Successful Bidder* – The Bidder to whom BUYER makes an award.”

Add the following new definitions to Paragraph 1.01 A. of the General Conditions:

“37. *Without Exception* – The term “without exception,” when used in the Contract Documents following the name of a supplier or a proprietary item of equipment, product, or material, shall mean that the sources of the product are limited to the listed suppliers or products and that there are no like, equivalent, or “or-equal” items and no substitution will be permitted.

38. *Construction Contractor* – General Contractor who will be constructing the

Advanced Metering Infrastructure Electric and Water Meters
Seward, Nebraska - 2020
Olsson Project #019-2749

SC-2. ARTICLE 2. PRELIMINARY MATTERS.

SC-2.09. Counterparts of the Agreement.

Add the following new subsection to Article 2 after Paragraph 2.08 A.:

“2.09. *Counterparts of the Agreement*:

- A. Seller shall execute the Agreement, insert executed copies of the required bonds and power of attorney, and submit all copies to the Buyer. The date of contract on the Agreement and Bond Form shall be left blank for filling in by Buyer. The certification date on the Power of Attorney also shall be left blank for filling in by Buyer.

- B. Buyer shall execute all copies, insert the date of contract on the Agreement, Bonds, and Power of Attorney, and return all copies to Engineer for review and distribution. Distribution of signed copies shall be one each to Buyer, Seller, Surety, and Engineer.”

SC-3. ARTICLE 3. CONTRACT DOCUMENTS: INTENT AND AMENDING – No Alterations or additions have been made.

SC-4. ARTICLE 4. BONDS AND INSURANCE.

SC-4.02. Insurance.

Add the following new paragraphs immediately after Paragraph 4.02.E:

- “F. Seller shall furnish to Buyer a Certificate(s) of Insurance for the full value of the Goods to be delivered.
- G. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller’s furnishing of the Goods or Special Services and Seller’s other obligations under the Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller’s employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller’s employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;
 5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

- H. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:
1. with respect to insurance required by Paragraphs SC-4.02.G.3 through SC-4.02.G.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC-4.02.J will so provide);
 6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 8.03;
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter);
 8. with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise; and
 9. include a waiver of subrogation in favor of Owner and Engineer.

I. The limits of liability for the insurance required by Paragraph SC-4.02.G shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-4.02.G.1 and G.2:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000
- d. This policy shall include an "all states" or "other states" endorsement.

2. Seller's General Liability under Paragraphs SC-4.02.G.3 through G.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

- a. General Aggregate \$2,000,000
Products - Completed
 - 1) Operations Aggregate \$1,000,000
- b. Personal and Advertising
 - 1) Injury \$1,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- c. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
- d. Excess or Umbrella Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$2,000,000

3. Automobile Liability under Paragraph SC-4.02.G.6:

- a. Bodily Injury
 - 1) Each person \$1,000,000
 - 2) Each Accident \$1,000,000
- b. Property Damage
 - 1) Each Accident \$1,000,000
 - 2) Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by paragraph 4.02.H.3 and 4.02.H.4 of the Supplementary Conditions and as described in the Indemnification Obligations below shall provide coverage for not less than the following amounts:
- | | |
|--|--------------------|
| a. General Aggregate | <u>\$2,000,000</u> |
| b. Each Occurrence (Bodily Injury and Property Damage) | <u>\$1,000,000</u> |
- J. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.
- K. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.
- L. Supplier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the contract, including tools, machinery, equipment, storage devices, containers, scaffolding and the like owned or rented by Supplier, or Suppliers' agents, subs, or employees.
- M. Supplier waives all rights of subrogation against Owner and Engineer, and their respective agents, officers, directors and employees for recovery of damages to any tools or equipment owned, rented or used by Supplier.
- N. In connection with the above, Supplier shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of rights of subrogation in favor of Owner and Engineer."

SC-5. ARTICLE 5. SELLER'S RESPONSIBILITIES.

SC-5.05. Add a new paragraph immediately after Paragraph 5.05.A:

- "B. Buyer is exempt from payment of sales and compensating use taxes of the State of Nebraska and of cities and counties thereof on all materials and equipment to be incorporated into the Project facilities.
1. Buyer will furnish the required certificates of tax exemption to Seller with respect to materials and equipment to be incorporated into the Project facilities.
 2. Buyer's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Seller, or to supplies or materials not incorporated into the Project facilities.
 3. The Contract Price does not include the cost of sales or compensating use taxes to the extent such are exempted by this paragraph."

SC-5.06. Shop Drawings and Samples.

Add the following new paragraphs immediately after Paragraph 5.06.E:

- F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer's charges for such time.
- G. In the event that Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller."

SC-5.08. Seller's Warranties & Guarantees.

Add the following phrase to the end of the 1st sentence of Paragraph 5.08.B:

"free from defects in material and workmanship."

SC-6. ARTICLE 6. SHIPPING AND DELIVERY – No Alterations or additions have been made.

SC-7. ARTICLE 7. CHANGES: SCHEDULE AND DELAY – No Alterations or additions have been made.

SC-8. ARTICLE 8. BUYER'S RIGHTS – No Alterations or additions have been made.

SC-9. ARTICLE 9. ROLE OF ENGINEER.

SC-9.01. Duties and Responsibilities.

Add the following after paragraph 9.01.A.

- B. All duties and responsibilities assigned to Engineer in the Contract Documents, with the corresponding rights and authority, will be assumed by Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508, and their duly authorized agents."

SC-10. ARTICLE 10. PAYMENT

SC-10.01. Applications for Progress Payments.

Delete Paragraphs 10.01.A.1 and 2 in their entirety and insert the following in its place:

1. The first application for Payment shall be submitted after review and approval by Engineer of all Shop Drawings and of all Samples associated with that Contract and required by the Contract Documents.
2. The second application for Payment shall be submitted after receipt of the Goods for that Contract has been acknowledged in accordance with Paragraph 8.01.B of the General Conditions and will be accompanied by a bill of sale, invoice, or other documentation satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that the Goods are free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. If partial deliveries or

multiple deliveries are made and corresponding multiple Applications for Payment are made, amounts payable specified in the Agreement may be reduced according to the quantity or amount of Goods delivered in the judgment of the Buyer or Engineer.

3. Third application for Payment shall be submitted after completion of selected Special Services including installation oversight, startup, testing, and submittal of O&M Manual(s) – 90% of the contract price.
4. Final application for Payment for each Contract shall be submitted in accordance with Paragraph 10.05 of the General Conditions.”

SC-11. ARTICLE 11. CANCELLATION, SUSPENSION, AND TERMINATION – No Alterations or additions have been made.

SC-12. ARTICLE 12. LICENSES AND FEES – No Alterations or additions have been made.

SC-13. ARTICLE 13. DISPUTE RESOLUTION – No Alterations or additions have been made.

SC-14. ARTICLE 14. MISCELLANEOUS – No Alterations or additions have been made.

SECTION 01005

ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Work Covered by Contract Documents.
- B. Owner Furnished Material.
- C. Owner Furnished Labor.
- D. Codes and Regulations.
- E. Contract Document Discrepancies.
- F. Contract Method.
- G. Work Sequence.
- H. Offsite Storage.
- I. Contractor Use of Premises.
- J. Site Administration.
- K. Responsibility for Materials and Equipment.
- L. Applications for Payment.
- M. Coordination.
- N. Permits and Licenses.
- O. Installation.
- P. Field Testing.
- Q. Start-Up
- R. Demonstration and Instructions.
- S. Preconstruction Conference.
- T. Progress Meetings.
- U. Reference Standards.
- V. Guarantee/Warranty.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The goods and special services to be performed under these Contract Documents are generally described as follows:
1. The work included in this project shall include the design, assembly, testing, shipping, installing, and guaranteeing one Advanced Metering Infrastructure (AMI) system for separate electric and water meter reading systems (base bid), or a combined electric and water meter reading system (alternate bid), as outlined in the bidding documents, and as further described in these specifications. Shipping of any product shall be F.O.B. Seward, Nebraska. Pricing shall include on-site testing and training. The proposal price(s) shall include applicable sales taxes (7%).
 2. The work covered by this contract includes all labor, materials, and equipment necessary for: 1) Providing a two-way communication solution for completely automating the electric and water metering processes. 2) Seamlessly interface with the Owner's billing software (GWorks, Version 5.6.2).
 3. Installation Contractor Information Package, if selected, includes:
 - a. Final Technical Submittal
 - b. Equipment delivery and installation schedule
 - c. Special shipping/handling information/requirements
 - d. Special installation requirements
 - e. Draft startup plan and schedule

1.3 OWNER FURNISHED MATERIAL

- A. The owner has existing and in service Badger and Sensus water meters with an electronic communication system. The proposal shall include the cost of converting these existing water communication endpoints to the new AMI system.

1.4 OWNER FURNISHED LABOR

- A. The Owner may elect to install their own meters or communication endpoints.
- B. An alternate bid is provided for the Contractor to provide the labor to install all new electric meters, and the labor to install the communication modules on the existing water meters.

1.5 CODES AND REGULATIONS

- A. Comply with all applicable codes and regulations.
- B. In the event of a conflict, applicable codes and regulations take precedence over project plans and specifications.

1.6 CONTRACT DOCUMENT DISCREPANCIES

- A. If discrepancies or conflicts are found in the contract documents, request interpretation before proceeding with the work.
- B. Failure to request interpretation will not excuse completion of the work in an unsatisfactory manner or justify cause for Change Order.

1.7 CONTRACT METHOD

- A. Construct the work on a unit price and lump sum price basis.
- B. Minor items necessary to provide complete, serviceable facilities shall be included in the bid and furnished even if not specifically called for in the plans and specifications.

1.8 WORK SEQUENCE

- A. Before work is started, the Contractor shall prepare a detailed schedule of all installation operations that shall indicate the sequence of the work, the time of starting, and completion of each part, and the installation dates for major items of equipment. The schedule shall be submitted to the Engineer for review.
- B. The City reserves the right to inspect services before or after installation. The Contractor's installation schedule will be used to coordinate these inspections.
- C. At least every 30 days, the schedule shall be revised, as necessary, to reflect changes in the progress of the work.

1.9 OFFSITE STORAGE

- A. Offsite storage arrangements shall be acceptable to Owner for all materials and equipment not incorporated into the Work, but included in Applications for Payment. Such offsite storage arrangements shall be presented in writing, and shall afford adequate and satisfactory insurance, bonding security, and protection. Offsite storage facilities shall be accessible, and acceptable, to the Engineer.

1.10 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work and for construction operations to area designated for construction purposes.
- B. Coordinate use of premises under direction of Owner.
- C. Save the Owner and its agents harmless for all damages results from disruption of private or public property outside the designated lands for work.

1.11 SITE ADMINISTRATION

- A. The Contractor shall be responsible for all areas of the site used, including use by Subcontractors, in the performance of the work. The Contractor will exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to the Owner or others. The Contractor has the right to exclude from the site all persons who have no purpose related to the work or its inspection, and may require all persons on the site, except the Owner's employees, to observe the same regulations as is required of the Contractor's employees.

1.12 RESPONSIBILITY FOR MATERIALS AND EQUIPMENT

- A. Items Furnished by Contractor: Contractor shall be fully responsible for all materials and equipment which he has furnished.

1.13 APPLICATIONS FOR PAYMENT

- A. Submit four (4) copies of each application on AIA Form G702 -Application and Certificate for Payment or Engineer approved format. Electronic copies are acceptable.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Include four (4) copies of an updated construction progress schedule with each application for payment. Electronic copies are acceptable.

1.14 COORDINATION

- A. Coordinate work of the various Sections of Specifications and other construction contracts to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later. Coordination shall include delivery of equipment, oversight of installation, field inspection, start-up services, testing, and replacement or correction of defective Goods in accordance with the Contract Documents.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

1.15 PERMITS AND LICENSES

- A. Contractor shall obtain, at own expense, all permits, licenses, and fees necessary for the construction of this project.

1.16 INSTALLATION OF AMI SYSTEM

- A. Coordinate dates of installation services with Buyer prior to scheduling.
- B. Provide on-site instruction to installer, as specified.
- C. Certify that installation is in accordance with Seller's requirements and these Special Conditions.

- D. Provide information and recommendations for assisting in correcting all installation deficiencies.
- E. Provide a minimum of 24 hours over three (3) days (Monday through Friday), during one or two visits during regular working hours, of on-site services as described above during installation of each system (water/electric). Any additional time required due to Installing Contractor's operations shall not be charged to Buyer.

1.17 FIELD TESTING OF THE AMI SYSTEM

- A. Coordinate dates of field testing with Buyer prior to scheduling.
- B. Preliminary Field Tests. Certify that equipment is installed in the correct location and orientation, in accordance with Seller's requirements and these Special Conditions, and that equipment is ready for operation.
- C. Preliminary Acceptance Tests shall consist of the following, at a minimum:
 - 1. By Seller:
 - a. Equipment is properly lubricated, adjusted, secured, and aligned.
 - b. Equipment meets all specified requirements and performs its intended function without any sign of malfunction.
 - c. All electrical and mechanical controls have been checked individually for proper connection and operation.
 - 2. By Buyer:
 - a. Equipment is capable of successfully operating in all modes of operation specified in the Technical Provisions.
 - b. All specified features included are operational.
- D. Provide a minimum of 16 hours over two (2) days (Monday through Friday) of on-site services as described above during one visit during regular working hours for field testing and verification of the system. These services will be provided during installation of each system (water/electric)

1.18 START-UP

- A. Coordinate dates of start-up with Buyer prior to scheduling.
- B. Verify all equipment is operating properly and is ready for service.
- C. Execute start-up in accordance with Seller's instructions. Buyer and Engineer will attend start-up.
- D. Provide start-up services on-site for a minimum of 16 hours over two (2) days (Monday through Friday) during regular working hours for each system (water/electric).

1.19 DEMONSTRATION AND INSTRUCTIONS

- A. Coordinate dates of demonstration and instruction with Buyer prior to scheduling.
- B. Instruct and demonstrate operation and maintenance of the equipment to Buyer's personnel following start-up.
- C. Utilize Seller's Operation and Maintenance (O&M) Manuals as basis for instruction. Review contents of manuals with Buyer's personnel in detail to explain all aspects of O&M.
- D. Demonstrate all modes of operation and features of the systems, as specified in the Technical Provisions.
- E. Prepare and insert additional data into O&M Manuals when, in Buyer's evaluation, the need for additional information becomes apparent during instruction and demonstration.
- F. Provide a minimum of two (2) days of on-site services for demonstration and instruction.

1.20 PRECONSTRUCTION CONFERENCE

- A. Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by:
 - Contractor and his superintendent
 - Principal subcontractors.
 - Representatives of principal suppliers and manufacturers as appropriate.
 - Engineer and his Resident Project Representative.
 - Representatives of Owner.
 - Governmental representatives as appropriate.
 - Others as requested by Contractor, Owner, or Engineer.
- B. Unless previously submitted to Engineer, Contractor shall bring to the conference a tentative schedule for each of the following:
 - Progress.
 - Procurement.
 - Values for progress payment purposes.
 - Shop drawings and other submittals.
- C. The purposes of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. Contractor should anticipate and be prepared to discuss the following:
 - Contractor's tentative schedules.
 - Transmittal, review, and distribution of Contractor's submittals.
 - Processing applications for payment.
 - Maintaining record documents.
 - Critical Work sequencing.
 - Field decisions and Change Orders.
 - Use of premises, office and storage areas, security, housekeeping, and Owner's needs.
 - Major equipment deliveries and priorities.
 - Contractor's assignments for safety and first aid.

- D. Engineer will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

1.21 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at monthly intervals, at the City's option.
- B. Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review of Work progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems which impede planned progress.
 - 4. Review of submittals schedule and status of submittals.
 - 5. Review of off-site fabrication and delivery schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Coordination of projected progress.
 - 8. Maintenance of quality and work standards.
 - 9. Effect of proposed changes on progress schedule and coordination.
 - 10. Other business relating to Work.
- E. Contractor will record minutes and distribute copies to participants.

1.22 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

1.23 GUARANTEE/WARRANTY

- A. By supplying a product under the Contract, the Seller and Seller's manufacturers jointly agree that all manufacturers' warranties, expressed or implied, pass through Seller to Buyer. This warranty obligation starts on the date of final acceptance as determined by Engineer, and survives any inspection by, delivery to, acceptance by or payment by the Buyer for the goods furnished by the Seller. Further, this warrants that the equipment designed, manufactured and/or used meets all applicable federal, state, and local laws, rules and regulation, including applicable OSHA standards.

- B. Correct all defective work for one year after final acceptance of the project.
- C. Seller shall provide a list of Buyer responsibilities for enforcing warranty.
- D. Provide duplicate notarized copies of guarantees/warranties.
- E. Execute and assemble documents from manufacturers of equipment used by Seller.
- F. Submit prior to final Application for Payment.
- G. Promptly repair or replace at no cost to the Owner all defects in material or workmanship which may appear during the correction period.
- H. The Contractor shall make good any damage, injury, or loss to the work and to the property of the City resulting from lack of reasonable or protective precautions.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product Data.
- D. Shop Drawings.
- E. Test reports.
- F. Certificates.
- G. Manufacturer's instructions.
- H. Manufacturer's field reports.

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers' field services and reports.
- B. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 REFERENCES

- A. AGC (Associated General Contractors of America) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

- E. Schedule submittals to expedite the Project, and deliver to Engineer's business address 601 P Street, Suite 200, Lincoln, Nebraska 68508. Coordinate submission of related items. For each section of the specifications, the initial submittal shall be complete for all items and components contained within that section of the specifications.
- F. For each submittal for review, allow 21 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.
- I. When the drawings and data are returned marked "NOT ACCEPTABLE" or "RETURNED FOR CORRECTION", the corrections shall be made as noted thereon and as instructed by Engineer and corrected copies resubmitted. Facsimile (fax) copies will not be acceptable.
- J. When the drawings and data are returned marked "EXCEPTIONS NOTED", "NO EXCEPTIONS NOTED", OR "RECORD COPY", no additional copies need be furnished unless requested by Engineer at time of review.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.
- N. Contractor shall reimburse Owner for charges of Engineer for review of substitutes, review of more than one "or-equal" per specification section, and additional review effort due to incompleteness of submittals or failure of Contractor to coordinate and complete submittals.
- O. If more than one resubmission is required because of lack of previously requested data or additional information, Contractor shall reimburse Owner for the charges of Engineer for review of resubmissions. This would not include submittal data for slump tests, fields tests, and other submittal requirements for placing equipment into service.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 20 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.6 PRODUCT DATA

A. Product Data For Review:

1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Product Data For Information:

1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.

C. Product Data For Project Close-out:

1. Submitted for the Owner's benefit during and after project completion.

D. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Engineer.

E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

F. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

G. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.7 SHOP DRAWINGS

A. Shop Drawings For Review:

1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review and acceptance by the Engineer does not relieve the Contractor's responsibility to provide the materials and equipment specified in the construction documents.
2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

- B. Shop Drawings For Information:
 - 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.
 - C. Shop Drawings For Project Close-out:
 - 1. Submitted for the Owner's benefit during and after project completion.
 - D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 - E. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Engineer.
- 1.8 TEST REPORTS
- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
 - B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- 1.9 CERTIFICATES
- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
 - B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
- 1.10 MANUFACTURER'S INSTRUCTIONS
- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to owner in quantities specified for Product Data.
 - B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.
- 1.11 MANUFACTURER'S FIELD REPORTS
- A. Submit reports for the Engineer's benefit as contract administrator or for the Owner.
 - B. Submit report in duplicate within 30 days of observation to Engineer for information.
 - C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. References and Standards.
- D. Manufacturer's Instructions.
- E. Manufacturer's Certificates.
- F. Manufacturer's Field Services.
- G. Inspection Services.
- H. Underwriters Laboratories Requirements.

1.2 RELATED REQUIREMENTS

- A. General Conditions: Inspection and testing required by governing authorities.
- B. Section 01005 - Administrative Provisions: Applicability of specified reference standards.
- C. Section 01300 - Submittals: Shop Drawings, Product Data, and Samples: Submittal of Manufacturer's Instructions.

1.3 GENERAL QUALITY CONTROL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and cracking.

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.7 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in respective Specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjustments and balancing of equipment as applicable, and to make appropriate recommendations.
- B. Representative shall submit written report to Engineer listing observations and recommendations.

1.9 INSPECTION SERVICES

- A. Owner will appoint Engineer to perform inspection.
- B. Engineer will perform inspections and other services specified in individual specification sections and in the Construction Quality Assurance Plan provided following this Section.
- C. Inspecting may occur on or off the project site.
- D. Reports will be submitted indicating inspection observations and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with Engineer; furnish safe access and assistance by incidental labor as requested.
 - 1. Notify Engineer 48 hours prior to expected time for operations requiring services.
- F. Inspecting does not relieve Contractor to perform Work to contract requirements.

1.12 UNDERWRITERS LABORATORIES REQUIREMENTS

- A. The Contractor(s) shall submit proof that the Products which he proposes to furnish under these specifications conforms to the standard of the Underwriters Laboratories, Inc., or similar organization. The label of Underwriters Laboratories, Inc., or similar organization, shall be accepted as conforming to this requirement. Laboratory testing for liner material and associated fees are the responsibility of the Contractor.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01610

GENERAL EQUIPMENT STIPULATIONS

PART 1 GENERAL

1.1 SCOPE

- A. These General Equipment Stipulations apply, in general, to all equipment. They shall supplement the detailed equipment specifications but in case of conflict the equipment specifications shall govern.

1.2 ADAPTATION OF EQUIPMENT

- A. Equipment shall be readily adaptable for installation and operation in the structures as shown on the drawings. No responsibility for alteration of a planned structure to accommodate other types of equipment will be assumed by the Owner. Equipment that requires alteration of the structures will be considered only if the Contractor assumes all responsibility for making and coordinating all necessary alteration. All such alterations shall be approved by the Engineer and made at the Contractor's expense.

1.3 PATENT ROYALTIES

- A. All royalties and fees for patents covering materials, articles, apparatus, devices or equipment (as distinguished from processes) shall be included in prices quoted by equipment suppliers. Attention is directed to the requirements of the General Conditions concerning patents.

1.4 EQUIPMENT GUARANTEE

- A. The Contractor shall guarantee all equipment against: a) faulty or inadequate design, b) improper assembly or erection, c) defective workmanship or materials, and d) leakage, breakage, or other failure. The guarantee period shall be as defined in the General Conditions, unless asked otherwise in the given technical specification.

1.5 WORKMANSHIP AND MATERIALS

- A. All equipment shall be designed, fabricated and assembled in accordance with the best modern engineering and shop practice. Individual parts shall be manufactured to standard sizes and gauges so that repair parts, furnished at any time, can be installed in the field. Like parts of duplicate units shall be interchangeable. Equipment shall not have been in service at any time prior to delivery, except as required by tests.

1.6 PROTECTION

- A. All equipment shall be boxed, crated or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times. Pumps, motors, electrical equipment, and other equipment having antifriction or sleeve bearings shall be stored in weather tight warehouses that are maintained at a temperature at least 60°F.

- B. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted surfaces that are damaged prior to acceptance of equipment shall be repainted to the satisfaction of the Engineer.
- C. Electrical equipment controls and insulation shall be protected against moisture or water damage. All space heaters provided in the equipment shall be connected and operating at all times until equipment is placed in operation.

1.7 INSTRUCTIONS AND PARTS LISTS

- A. Three (3) copies of a manual containing specifications, drawings, and descriptions of equipment; installation instructions; operating and maintenance instructions; parts lists; and where applicable, test data and curves, shall be provided for each type of equipment indicated in the equipment schedule.
- B. These manuals shall be in addition to any instructions packed with the equipment and shall be submitted to the Engineer not later than the date of shipment of the equipment. Each manual shall be bound in a heavy fiberboard or hardback cover having indicated thereon the type of equipment, manufacturer's name, and year of purchase.

1.8 INSTALLATION CHECK

- A. An experienced, competent, and authorized representative of the manufacturer or supplier of each item of equipment indicated in the equipment schedule shall visit the site of the work and inspect, check, adjust if necessary, and approve the equipment installation. In each case, the equipment supplier's representative shall be present when the equipment is placed in operation. The equipment supplier's representative shall revisit the job site as often as necessary until all trouble is corrected and the equipment installation and operation is satisfactory to the Engineer.
- B. Each equipment supplier's representative shall furnish to the Owner, through the Engineer, a written report certifying that the equipment (1) has been properly installed and lubricated; (2) is in accurate alignment, (3) is free from any undue stress imposed by connecting piping or anchor bolts; (4) has been operated under full load conditions and that it operated satisfactorily; and (5) the Engineer and Owner's representatives have been instructed in all items of operation and maintenance of the equipment.
- C. All costs for this work shall be included in the prices quoted by equipment suppliers.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Warranties and Bonds.
- F. Spare Parts and Maintenance Materials.

1.2 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Owner will occupy designated portion of Project for the purpose of installation of equipment, conduct of business, under provision stated in Certificate of Substantial Completion.
- C. When Contractor considers Work to be complete, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- D. Engineer will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.
- E. Final payment on the contract will not be authorized until all required documentation submittals are made and approved.

1.3 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on-site, one set of the following record documents; record actual revisions to the Work.
- B. Store documents separate from those used for construction.
- C. Keep documents current; do not permanently conceal any work until required information has been recorded.
- D. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.5 OPERATION AND MAINTENANCE DATA

- A. All required Operation and Maintenance information shall be bound by division in notebooks, each with a Table of Contents and index tabs. More than one division may be bound in the same three-ring binder, but the volume must be suitably labeled for easy access by maintenance personnel.
- B. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 20 pound white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties.

- F. Submit two (2) draft copies of completed volumes prior to 50% payment of contract. These copies will be reviewed and one (1) copy returned with Engineer comments. Revise content of all document sets as required prior to final submission.
- G. Submit two (2) sets of revised final volumes after review and acceptance of initial submittal set. The final draft shall be submitted two weeks prior to equipment start-up.

1.6 WARRANTIES AND BONDS

- A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, supplies, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, and maintenance materials in quantities specified in each Section, in addition to that required for completion of Work. Coordinate with Owner, deliver to Project site and obtain receipt prior to final payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 15137

WATER METERS

PART 1 GENERAL

1.1 SUMMARY

- A. Water meter readouts and related components for a complete AMI system that will be furnished and installed by the Contractor.
- B. Endpoints shall be compatible with the existing water meters, which are primarily Badger with Orion compatible units (approximately 2,800) with some Sensus iPERL units (approximately 295), for a total of approximately 3,100 units.
- C. Endpoints and Meter Interface:
 - 1. Must work on any size Residential/Commercial/Industrial meters.
 - 2. Support user defined data collection levels.
 - 3. Meter Interface Units (MIUs) must be able to transmit data to and through other MIUs or directly to Data Collection Units (DCUs) in order to complete the communication system.
 - 4. Must be able to send data to a DCU and receive confirmations back from the DCU that the data has been received.
 - 5. MIUs must be able to communicate over multiple redundant pathways in case a DCU becomes inactive to assure data is always received by the City.
 - 6. MIUs, repeaters, and DCUs must receive firmware upgrades via the system's two-way communication capabilities.
 - 7. Must provide meter event log and data log.
 - 8. Must send alerts when trouble conditions such as power outage, tamper, meter error, audit failure, water leak, low battery are detected.
 - 9. Must be able to store at least 180 days of hourly usage data within each device.
- D. Gateways or Data Collection Units (DCU):
 - 1. Must support Ethernet, Cellular, GPRS, or Wi-Fi for data backhaul.
 - 2. Must remain fully operational during power outages for a minimum of six (6) months.

- E. Meter Reading Software – Data Collection and Analysis:
 - 1. Support user-defined graphical dashboard.
 - 2. Provide integrated network performance diagnostics and reporting.
 - 3. Provide standard and customized reports.
 - 4. Use Forward Error Correction to allow partial transmissions to be read.
 - 5. Provide usage profile and conservative load analysis.
 - 6. Provide power outage, water leak, tamper, and error reporting.
 - 7. Support right sizing meter and consumption disputes.
 - 8. Support the ability to implement Time Of Use (TOU) metering.
 - 9. Support the ability to implement Net Metering and Parallel Generation.
 - 10. Provide a system that is cloud-based and accessible from any authorized PC/Laptop connected to the Internet.

- F. Operations and Billing:
 - 1. Provide a user-defined display with a friendly graphical interface designed to complete automatic operations..
 - 2. Support cross-platform, cross-application meter reading automation business processes on a single-point of control with real-time monitoring capability.
 - 3. Must include an intuitive, flexible reporting engine with canned reports.
 - 4. The proposed system application software shall be available 24 hours per day, seven days per week for update and inquiry (excluding scheduled preventive maintenance outages).

1.2 ACTION SUBMITTALS

- A. Product Data: For each type and size of water meter endpoint including manufacturer’s installation instructions.
- B. Description and technical requirements of AMI system, including communication technology, collectors, backhaul methodology, cloud-based management system, and integration to City’s existing billing software (GWorks).

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For water meter endpoints and AMI system.
- B. Meter Installation Report, if installation provided as part of the contract.

1.4 REFERENCES

- A. AWWA - Meters must comply with all current American Water Works Standards.

1.5 REGULATION

- A. Comply with all applicable Health Department and Plumbing Code requirements.
- B. Safe Drinking Water Act (SDWA) per NSF 372.
- C. NSF/ANSI 61, Annex G and Annex F.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:
 - 1. Notify Engineer, Owner, and homeowner no fewer than two days in advance of proposed interruption of service.
 - 2. Water shall not be off more than a two (2) hour period for any meter or service installation.

1.7 COORDINATION

- A. Coordinate installation of water meter with Owner and the homeowner.
 - 1. Contractor may be required to work outside of normal working hours and on weekends to accommodate homeowner's schedules. Contractor shall include this in the project schedule and bid.

PART 2 PRODUCTS

2.1 WATER METERS

- A. General: Water meters (if requested) shall conform to the following:
 - 1. All meters currently register flow in hundred cubic feet (ccf).
 - 2. All meters main cases shall be made of a lead-free brass containing a minimum of 85% copper, such as Envirobrass II, that meets the ANSI/NSF 61 standard (Annex G and Annex F). The serial number should be stamped between the outlet port of the main case and the register. Main case markings shall be cast raised and shall indicate size, model, direction of flow, and NSF 61 certification. Plastic main cases are not acceptable. All meters shall have cast on them, in raised characters, the size and direction of water flow through the meter. Cast iron or synthetic polymer frost bottoms, shall be provided on ¾" and 1" size meters. 1-1/2" and larger meters shall be the split case type with bronze lower and upper shell assemblies.

3. External Bolts and Washers - All external bolts and washers shall be of corrosion resistant material and be easily removed from the main case. All threaded main case bolt holes must be covered, to aid in removal of the bolts for repair.
4. The measuring chamber shall be of Water Works bronze (minimum 85% copper content) or a suitable synthetic polymer and shall not be cast as part of the main case. All piston or rotor assemblies shall be interchangeable in all measuring chamber assemblies of the same size. The measuring chamber shall be held in place without the use of fasteners. The measuring chamber piston shall operate against a replacement control roller, allowing for repair to AWWA standards. The control roller shall rotate on a stainless measuring chamber steel pin, to provide added strength, wear resistance and corrosion resistance. There shall be an elastomeric seal or seals between measured and unmeasured water, preventing leakage around the measuring element.
5. Magnetic Coupling: The motion of the piston will be transmitted to the sealed register through the use of a direct magnetic drive without any intermediate coupling.
6. Strainers: All meters must be provided with a corrosion resistant strainer which is easily removable from the meter without the meter itself being disconnected from the pipeline.
7. Change gears will not be allowed to calibrate the meter. All registers of a particular registration and meter size shall be identical and completely interchangeable. Should meters arrive with registers containing more than one gear combination, the entire shipment will be returned to the manufacturer freight collect and the next responsible bidder will receive the award.
8. Meters shall operate up to a working pressure of 150 pounds per square inch (psi), without leakage or damage to any parts. The accuracy shall not be affected when operating at this pressure due to possible distortion. Accuracy shall not be affected by variations in pressure up to 150 psi.
9. All meters shall be equipped with integral registers to communicate with the meter reading system.

B. ACCEPTABLE MANUFACTURERS

1. Badger Meter, Inc. – Beacon AMA System with Orion SE endpoints.
 2. Neptune Technology Group Inc. – MX900 and R900 Systems with endpoints.
 3. Sensus – M400B Base Station System with SmartPoint endpoints.
 4. Other manufacturers may be allowed based on the applicable bid section of a combined electric/water meter reading system. The manufacturers listed previously are for a separate water meter reading system.
- C. Electronic Register (existing): The register utilizes a magnetic coupling technology to connect to a touch read, radio read or fixed base meter reading system in either an inside or pit set installation. New endpoints shall connect to the existing wired (3-wire) register connection. Manufacturer shall confirm compatibility with the new end points and the existing register and provide necessary component adjustments as part of their bid proposal.

2.2 METER READING SYSTEM

- A. Description: Automatic Meter Infrastructure (AMI) type system compatible with all meters supplied for the project. The system will be owned and operated by the City. Any necessary accessories would be for the purposes of sending the information from the meter to the data collection system, and provided as part of this Contract.
1. It is anticipated that the frequency interference levels using an FCC Part 24 or Part 90 approved primary use licensed spectrum.
 2. An official radio frequency (RF) propagation study shall be provided by the selected service provider, to determine the exact location and height recommended for data collection equipment and coverage for the proposed system. The study results shall provide required receiver/transmitter locations for transmission of information to the City. An address file shall be provided by the City for use in this study. AMI communication coverage maps shall be provided as part of the study results.
 3. Provide necessary accessories to connect to the system head-end control computer and software and meter data management software. Coordinate system requirements with the City.
 4. Provide option for drive-by system backup.
- B. End Point or Meter Interface Units (MIU)
1. MIUs must be available in versions that work in water meter pits or vaults as well as inside buildings. Indicate if there are different models of MIUs for indoor, outdoor wall-mounted, and pit or vault installations. Provide necessary responses to the requirements in this section for each version for those features that are different, clearly specifying which version they apply to.
 2. If there is more than one version of the MIU (i.e., one with more advanced features or memory and one with less, or single port versus multi-port), provide responses to the requirements in this section for each version for those features that are different, clearly specifying which version they apply to.
 3. Each MIU shall have a unique, permanent ID number that is transmitted with the meter readings. This serial number shall be readable on the outsides as well as bar-coded.
 4. Wire connections between the meter register and the MIU must be sealed and waterproof.
 5. Endpoints shall be capable of transmitting meter resolution as fine as 0.01 US gallon for meters up to 1 inch, and as fine as 10 US gallons for meters up to 8 inch.
 6. The endpoint must be capable of being updated and/or reconfigured over the air.

C. Data Management System

1. Provide a traditional point-to-point fixed network system that incorporates smart meter endpoints to fixed network gateway transceivers to collect meter reading data.
2. System should include the following minimum items:
 - a. Customizable dash boards for utility information management that is compatible with the City's billing software requirements.
 - b. Ability to set alert or alarm conditions or system exceptions.
 - c. Automatic software upgrades.
 - d. Integration with the City's existing utility billing and management software systems.
 - e. The optional customer engagement portal is not desired at this time.
3. Network and Data Collection Functionality:
 - a. The network technology shall represent each meter's and network component's functional status in the form of a mapping display.
 - b. The register shall store at least 60 days of consumption points in 60 seconds to 1 hour intervals.
 - c. The system shall be compatible with Windows 10 and upgradable to future versions of Windows operating systems.
 - d. The system shall support migration of 12 months of historical meter data for the purpose of analyzing usage patterns.
 - e. The system proposed should not require the City to obtain an FCC license.
 - f. The City requires one handheld unit to be used as a backup for the system.
 - g. The City desires that the AMR system functions, reports, and data on the control computer be securely accessible remotely by properly authorized persons.
 - h. Any system proposed must be scalable to meet the future needs of the City at its ultimate build-out. A statement in the proposal must clearly confirm this requirement.
 - i. End-user training for the new system, including procedure documentation, internal control documentation, and training manuals are expected as part of the system implementation. Training shall be provided prior to initial implementation of the new system as well as a follow up session after 3 to 4 months of system operation.
 - j. The Supplier shall support the system initiation activities, including support as the system becomes operations. Recommendations regarding post-initiation support should be provided as part of the system proposal.

- k. Training and support shall be provided at no additional cost to the City.
4. Data Transmission Accuracy and Security
 - a. The system shall include provisions to ensure data transmission accuracy (i.e., error checking), security (i.e., encryption), and immunity from outside (electromagnetic) interference as well as fading and other forms of signal degeneration or attenuation (such as multi-path fading) to prevent accidental loss or interception of customer or meter reading data.
 5. AMI System Architecture shall include the following items:
 - a. Software and cloud-based architecture roadmaps for the proposed products.
 - b. Communication infrastructure from the meter to the AMI data management system.
 - c. AMI control (cloud-based) – Include a diagram with all hardware elements. Network switches, hubs or additional infrastructure changes required must be proposed and estimated costs must be reflected. Describe and justify the proposed cloud server processor and storage capacities.
 - d. Provide a software architecture diagram and a description of all of the proposed software, including all third-party middleware, database engine/files, report generator, etc. Descriptions shall include version numbers of all products.
 6. System Software
 - a. Software shall manage the meter reading and informational database(s).
 - b. The software should automatically provided data, corresponding to all of the accounts in a billing cycle, meter reading route, or other grouping presented in a non-proprietary format.
 - c. A non-proprietary meter reading database shall be provided as part of the system software.
 - d. The Supplier shall own all software, except for commercial generic third-party packages used to support the proposed system. Any sub or direct licenses shall be secured for the system to function. Warranty, licensing, and support provision for packages shall be included. Any specialized third-party software should be under the control of the Proposer, and be subject to the provisions of the license and warranty, maintenance and escrow guarantees.
 7. Hardware, including network data collectors or antennas, shall be provided by the supplier in accordance with the propagation study required for proper system operation.
- D. Hardware, including Network Data Collector(s) or Antenna(s)
1. Final coordination of the hardware location(s) shall be completed by the Contractor and City after the bid.

2. Antenna receiver cabinet, data collectors, or similar hardware shall be used for data transmission from individual meters to the City. Coordinate necessary power supply, grounding/bonding, and fiber optic or ethernet connections with the City. Connect lightning arrester in accordance with the manufacturer's recommendations. Coordinate final location with the City, per recommendations of the propagation study, referenced previously in this specification section.
3. The antenna shall be Omni BCD-87010-25 by Amphenol, or approved equal, and compatible with the meter reading system. Connect the antenna to the receiver cabinet in accordance with the manufacturer's recommendations.

PART 3 EXECUTION

3.1 PREPARATION

- A. Owner will notify public of proposed water meter construction by notice in the local newspaper and/or by individual mailers.
- B. Contractor shall contact and coordinate with homeowners to gain access for meter replacement in structures, if applicable.
- C. Contractor shall field verify conditions of the existing meter installation to determine the necessary connections for installation of the new end points.

3.2 INSTALLATION BY CITY (Base Bid)

- A. Installation of the water meter communication endpoints shall be completed by the City per the stated schedule, with support provided from the Supplier.

3.3 INSTALLATION BY CONTRACTOR (Alternate Bid)

- A. The City has requested an alternate bid for installation to be provided by the Supplier or their designated installer as part of this project.
- B. Each installation shall be completed prior to end of the day's work and the amount of time each property owner is without water service shall be minimized.
- C. Install New Endpoint to Existing Meter/Readout - Contractor shall perform all work including homeowner coordination for access, installing new endpoint and/or antenna supplied by Contractor, clean-up of area, barcode documentation of endpoint installation with serial number of the existing meter and new endpoint at each address and upload to system, photo documentation of each meter and endpoint configuration.
- D. Prior to the start of the installations, the City will provide the Proposer with an electronic file containing the information necessary to create work orders for meter and AMR / AMI installation. The City shall be provided copies of daily work orders for their records.
- E. The text of all letters, door hangers, and other communications with customers for notification purposes must be submitted to the City for approval at least 2 weeks prior to use.

- F. The owner may authorize appointment to be made with a tenant or the owner's representative. The Contractor shall document such authorization.
- G. The Contractor shall be responsible for scheduling and handling all installation appointments. The Contractor shall notify customers of any changes in schedule at least 24 hours in advance of the original appointment.
- H. Describe the proposed installation sequence and process. Describe the installation program, daily work plans, appointment scheduling, installation procedures, work order system, reports generated, etc.

3.4 START-UP

- A. Water meter reading system configuration and start-up shall be provided by the Contractor.
- B. Configuration and start-up services shall include integrating new meter end points with a new AMI system for water only (standalone; base bid) or combined with electric meter reading system (alternate bid) used by City.

END OF SECTION

SECTION 16138

ELECTRICITY METERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Electric Meters and related components for a complete AMI system replacement of the existing Aclara system to be furnished and installed by the Contractor or City Personnel.
- B. The intent is to replace all of the existing electric meters within the current infrastructure both residential and commercial while minimizing the required spare units for replacement during failure and new service installations. The existing electric meter total is 3,523 meters.

1.3 DEFINITIONS

- A. KY or KYZ Pulse: Term used by the metering industry to describe a method of measuring consumption of electricity (kWh) that is based on a relay opening and closing in response to the rotation of the disk in the meter. Electronic meters generate pulses electronically.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. For each type of meter, including manufacturer's installation and maintenance instructions.
 - 2. For metering infrastructure components, description and technical requirements of AMI System, including communication technology, collection points, backhaul methodology, cloud-based management system.
 - 3. For metering software, integration into City's existing billing software (GWorks).
- B. Shop Drawings: For electricity-metering equipment.
 - 1. Include elevation views of front panels of control and indicating devices and control stations.
 - 2. Include diagrams for power, signal, and control wiring.

3. Wire Termination Diagrams and Schedules: Include diagrams for power, signal, and control wiring. Identify terminals and wiring designations and color-codes to facilitate installation, operation, and maintenance. Indicate recommended types, wire sizes, and circuiting arrangements for field-installed wiring, and show circuit protection features. Differentiate between manufacturer-installed and field-installed wiring.
4. Include series-combination rating data for modular meter centers with main disconnect device.
5. Block Diagram: Show interconnections between components specified in this Section and devices furnished with power distribution system components. Indicate data communication paths and identify networks, data buses, data gateways, concentrators, and other devices used. Describe characteristics of network and other data communication lines.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Submit evidence that meters are compatible with connected monitoring and control devices and systems.
 1. Show interconnecting signal and control wiring, and interface devices to show compatibility of meters.
 2. For reporting and billing interfaces and adapters, list network protocols and provide statements from manufacturers that input and output devices comply with interoperability requirements of the protocol.
- B. Qualification Data: For testing agency.
- C. Field quality-control reports.
- D. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: include the following:
 1. Application and operating software documentation.
 2. Software licenses.
 3. Software service agreement.
 4. Device address list.
 5. Hard copies of manufacturer's operating specifications, user's guides for software and hardware, and PDF files on a USB storage device of hard-copy Submittal.
 6. Meter data sheet for each meter, listing nameplate data and serial number, accuracy certification, and test results.
 7. Meter installation and billing software startup report.

1.7 FIELD CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
1. Notify Engineer, Owner and homeowner no fewer than two (2) days in advance of proposed interruption of service.
 2. Electric Service shall not be disturbed for more than a two (2) hour period for any meter or service installation.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of metering equipment that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
 - a. Damage from transient voltage surges.
 - b. Battery failure for 5 years from project completion.
 - c. LED display on meter.
 2. Warranty Period: Cost to repair or replace any parts for ten (10) years from date of Substantial Completion.
 3. Extended Warranty Period: Cost of replacement parts (materials only, F.O.B. the nearest shipping point to Project site), for twelve (12) years, that failed in service due to transient voltage surges.

1.9 COORDINATION

- A. Electrical Service Connections:
1. Coordinate with Owner and the homeowner.
 - a. Comply with requirements of City providing electrical power services.
 - b. Coordinate installation and connection of utilities and services, including provision for electricity-metering components.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 916.

2.2 UTILITY METERING INFRASTRUCTURE

- A. Install metering accessories furnished by the City, complying with its requirements.
- B. Current-Transformer Cabinets: Comply with requirements of City.
- C. Meter Sockets:
 - 1. Comply with requirements of City.
 - 2. Meter Sockets: Steady-state and short-circuit current ratings shall meet indicated circuit ratings.

2.3 ELECTRICITY METERS

- A. System Description: Able to meter designated activity loads, with or without external alarm, control, and communication capabilities, or other optional features.
- B. Landis+Gyr, Aclara, Sensus, Itron,
 - 1. Comply with ANSI C12.1 and ANSI C12.20, 0.5 accuracy class.
 - 2. Ambient Temperature: Minus 22 deg F to plus 158 deg F
 - 3. Humidity: Zero to 95 percent, noncondensing.
 - 4. Capacities and Characteristics:
 - a. Circuit: 120/240/480-V ac, 100, 200, 320 A.
 - b. Measure: kWh (commercial), time of use, power factor, voltage, kva, hourly use, onboard LED display.
 - c. Remote-Reading Options: None.
 - d. Five-digit display on meters.
 - e. 30-minute interval data.
 - f. 2 power factor at peak demand.
 - 5. Provide option for customers to opt out of remote reading, as determined by the City.

C. General Requirements for Meters:

1. Billing Meters Accuracy: 0.5 percent of reading, complying with ANSI C12.20.
2. Certify that meters comply with ANSI C12.20 requirements by a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) of the National Institute of Standards and Technology (NIST). The laboratory shall use test equipment that is certified annually and is traceable to NIST standards.
3. Enclosure: Supplied by meter manufacturer, NEMA 250, Type 3R minimum, with provisions for locking or sealing.
4. Onboard Nonvolatile Data Storage: kWh, until reset.
5. Sensors: Current-sensing type, supplied by electronic meter manufacturer, with current or voltage output, selected for optimum range and accuracy for meters indicated for this application.
 - a. Type: Solid core, complying with recommendation of meter manufacturer.

D. kWh Meter: Electronic single-phase and three-phase meters, measuring electricity use.

1. Voltage and Phase Configuration: Meter shall be designed for use on circuits with voltage rating and phase configuration indicated for its application.
2. Display: LCD with characters not less than 0.25 inch high, indicating accumulative kWh and current kilowatt load. Retain accumulated kWh in a nonvolatile memory, until reset.
3. Display: Digital electromechanical counter, indicating accumulative kWh.

E. kWhd Meter: Electronic single-phase and three-phase meters, measuring electricity use and demand. Demand shall be integrated over a 15-minute interval.

1. Voltage and Phase Configuration: Meter shall be designed for use on circuits with voltage rating and phase configuration indicated for its application.
2. Display: LCD with characters not less than 0.25 inch high, indicating the following:
 - a. Accumulative kWh.
 - b. Current time and date.
 - c. Current demand.
 - d. Historic peak demand.
 - e. Time and date of historic peak demand.
3. Retain accumulated kWh and historic peak demand in a nonvolatile memory, until reset.

F. KY and KYZ Pulse Totalizer:

1. Pulse Totalizer: An instrument for demand and billing applications where one or more utility revenue meters stream KY or KYZ energy pulses. The instrument shall totalize kWh accumulated over the user-selected period and shall log the maximum and minimum kWhd for that period. Record each period with a date/time stamp. Time period shall be user selected from one to 60 minutes.
 - a. Pulse Input: One (1), individually programmable, KYZ Form C (three-wire) contact pulse channels. Pulse interval, pulse rate, and minimum pulse width shall be field adjustable, set for the pulse stream provided by the utility revenue meter.

- b. Data Totalizing Capacity of Each Channel: Not less than 149 days at 15-minute intervals.
 - c. Instrument Power: User selectable, 120-V and 277-V ac.
 - d. Clock: Line frequency.
- G. Remote Reading Options:
- 1. Pulse Output: KYZ, complete with optical sensor and interface devices.
 - 2. Serial Interface: RS-232.
 - 3. Serial Interface: RS-485, with Modbus RTU Protocol (where required)
 - 4. USB interface.
 - 5. TCP/IP adapter.
- H. Current-Transformer Cabinet: Size and configuration as recommended by metering equipment manufacturer for use with indicated connected feeder and sensors.
- I. Uninterruptible Power Supply: Single phase, 120-V ac, sized and rated to provide continuous power to meter for operations of forty-eight (48) hours after interruption of normal power.
- 1. Output: Sine wave, total harmonic distortion less than 5 percent at full load.
 - 2. Battery: Maintenance free, sealed, lead acid, and leakproof.
 - 3. Control Panel: LED status display of "on-battery," "replace battery," and "overload."
- J. Software: PC based, a product of or integrated at the recommendation of meter manufacturer, suitable for calculating utility cost allocation.
- 1. Utility Cost Allocation: Automatically import electricity-usage records to allocate electricity costs for the following:
 - a. At least 30 tenants or activities.
 - 2. Activity Billing Software: Automatically import electricity-usage records to automatically compute and prepare electricity-use statements and invoices based on electricity use and peak demand. Maintain separate directory for each allocation. Prepare summary reports in user-defined formats and time intervals.
- K. AMI / AMR system requirements shall be similar to those specified in Section 15137 – Water Meters.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.
- B. Install meters furnished by City. Install raceways and equipment according to City's written instructions. Provide empty conduits for metering leads and extend grounding connections as required by City.
- C. Install modular meter center according to switchboard installation requirements in NECA 400.

- D. Install arc-flash labels as required by NFPA 70.
- E. Wiring Method:
 - 1. Install unshielded, twisted-pair cable for control and signal transmission conductors.
 - 2. Minimum conduit size shall be 1/2 inch.

3.2 IDENTIFICATION

- A. Comply with requirements for identification specified as follows:
 - 1. Series Combination Warning Label: Self-adhesive labels, with text as required by NFPA 70.
 - 2. Equipment Identification Labels: Self-adhesive labels with clear protective overlay. For residential meters, provide an additional card holder suitable for printed, weather resistant card with occupant's name.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections.
- E. Tests and Inspections:
 - 1. Equipment and Software Setup:
 - a. Set meter date and time clock.
 - b. Test, calibrate, and connect pulse metering system.
 - c. Set and verify billing demand interval for demand meters.
 - d. Report settings and calibration results.
 - e. Set up reporting and billing software, insert billing location names and initial constant values and variable needed for billing computations.
 - 2. Connect a load of known kilowatt rating, 1.5 kW minimum, to a circuit supplied by metered feeder.
 - 3. Turn off circuits supplied by metered feeder and secure them in off condition.
 - 4. Run test load continuously for eight hours minimum, or longer, to obtain a measurable meter indication. Use test-load placement and setting that ensures continuous, safe operation.
 - 5. Check and record meter reading at end of test period and compare with actual electricity used, based on test-load rating, duration of test, and sample measurements of supply voltage at test-load connection. Record test results.
 - 6. Generate test report and billing for each tenant or activity from the meter reading tests.

- F. Electricity metering will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.

3.4 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two (2) years with an annual cost proposal for recurring service.
- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two (2) years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
 - 1. Upgrade Notice: At least sixty (60) days to allow Owner to schedule and access the system and to upgrade computer equipment if necessary.

3.5 DEMONSTRATION

- A. Train Owner's clerical and maintenance personnel to use, adjust, operate, and maintain the electronic metering and billing software.

END OF SECTION

**ADVANCED METERING INFRASTRUCTURE
ELECTRIC AND WATER METERS
SEWARD, NEBRASKA - 2020**

March 2020

Olsson No. 019-2749

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF10016378
Mile Post: 25.99
Line Segment 147
U.S. DOT Number 083456R
Bellwood Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, 2020, by and between the City of Seward, Nebraska (hereinafter called, "AGENCY") and BNSF Railway Company (hereinafter called, "BNSF").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing timber crossing surface at Elm St. with a new timber crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BNSF Work.** The Company will install a new timber crossing surface for a width of 32 feet from the edge of the pavement on the West side of the tracks to the edge of the pavement on the East side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at Elm St. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

2. **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

- (a) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (b) Provide suitable drainage, both temporary and permanent;
- (c) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

3. **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency's **ESTIMATED** total cost for the new crossing surface at Elm St. is twenty eight thousand eight hundred seventy six and No/100 Dollars (\$28,876.00).

4. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5. **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Elm Street crossing during installation of the new crossing surface.

6. **Drainage.** The AGENCY agrees to allow BNSF to drain water from the Elm Street crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.

7. **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Elm St. and the new crossing surface on both sides of the track.

9. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

-Signature page to follow-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

City of Seward:

By: _____

Printed Name: _____

Title: _____

AUTHORITY FOR EXPENDITURE

LOCATION : SEWARD	LINE SEGMENT : 147	AFE NUMBER :
PLANITEM NUMBER : 234160000	MILEPOST : 25.99	RFA NUMBER : 5926020
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : PR	CPAR NUMBER : CR120020
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : BELLWOOD	BUDGET YEAR : 2020
JOINT FACILITY : CITY OF SEWARD	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 50.0	TAX STATE : NE	REPORTING OFFICE : 710
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : S3804

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP PRE DIV BELLWOOD SUB LS 147 MP 25.99 - DOT# 083456R - CROSSING REPLACEMENT IN SEWARD, NE. 32' TIMBER SURFACE. 50% BILLABLE TO CITY OF SEWARD
 PRIMARY FUNDING SOURCE IS FHWA
 ** BUY AMERICA(N) APPLIES **

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
234160000	147	25.99	25.99	S	SEWARD	SEWARD	PUBLIC IMPROVEMENT PROJECT	2020

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	12,365	0	4,396	0	16,762	33,523
MATERIAL COSTS	9,030	0	0	0	9,030	18,060
OTHER COSTS	3,043	0	44	0	3,084	6,171
TOTALS	24,438	0	4,440	0	28,876	57,754

SYSTEM MAINTENANCE AND PLANNING
 ESTIMATE REF. NUMBER: 5926020
 COSTING DATE: 02/10/2020

PRINTED ON: 02/10/2020
 ESTIMATED BY: SCOZZARI
 PRINTED BY: SCOZZARI

**SHORT FORM OF AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 2/25/20 (“Effective Date”) between City of Seward (“Client”) and The Schemmer Associates Inc. (“Engineer”).

Client Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Waverly Road, Hwy 15 to Plum Creek (City) & Waverly Road, Plum Creek to 252nd Road (County) (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Refer to Attachment #1 and Exhibit A attached herewith. (“Services”).

Client and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: refer to schedule contained in Exhibit A attached herewith.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day, and (2) in addition Engineer may, after giving seven days written notice to Client, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Client shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Client shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached in Exhibit A.
 3. The compensation for Services and reimbursable expenses is attached in Exhibit A.

Additional Services: For Additional Services, Client shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached in Exhibit A.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
 - c. Engineer shall have no liability to Client on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon Engineer's receipt of written notice from Client.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any other Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost – NOT USED.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. Such limited license to Client shall not create any rights in third parties.
- G. Client and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to \$25,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Attachment #1: April 2019 Construction Documents for City project and October 2017 Construction Documents for County project.

Exhibit A: Supplemental General Conditions, Scope, Fees, Hourly Rates and Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: City of Seward

Engineer: The Schemmer Associates Inc.

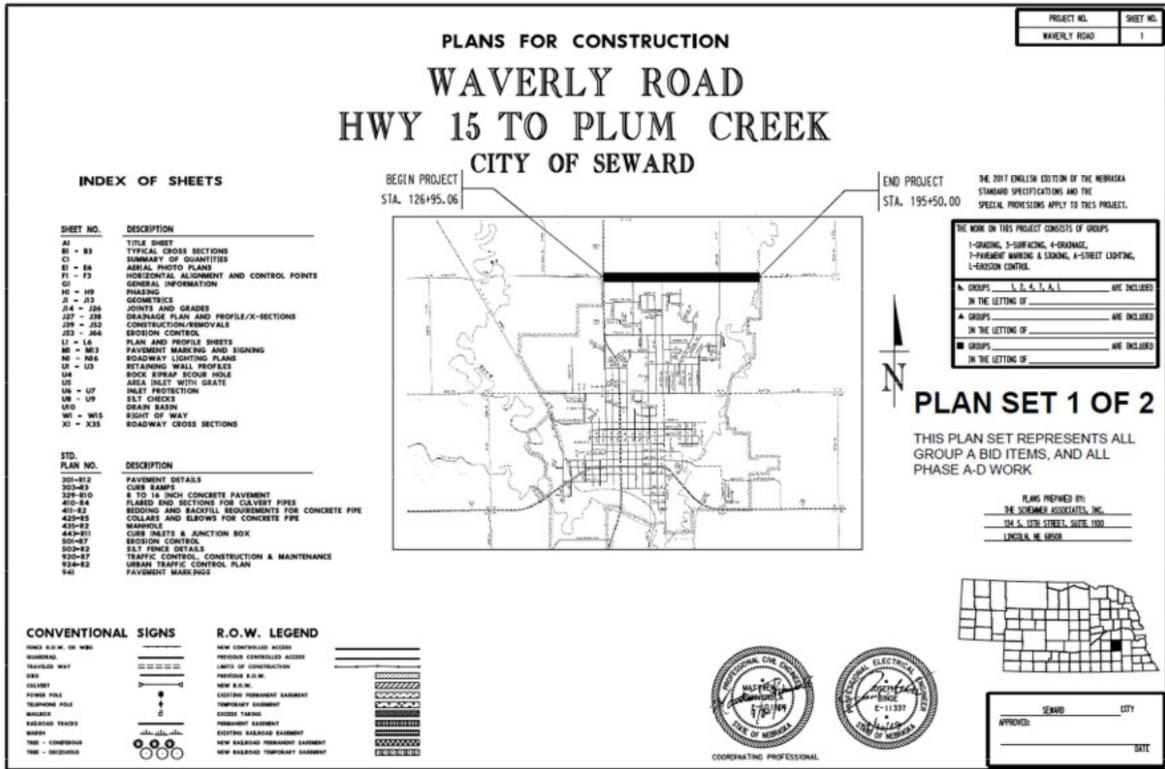
By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: Doug Holle, P.E.
Title: Manager, Roadway Design
Date Signed: _____

Address for Client's receipt of notices:

Address for Engineer's receipt of notices:
134 South 13th Street, Suite 1100
Lincoln, NE 68508

Attachment #1



The project consists of Construction Inspection. Attachment #1 illustrates the plans

SUPPLEMENTAL GENERAL CONDITIONS

ACCESS TO SITES, PERMITS, AND APPROVALS. The Client shall furnish The Schemmer Associates Inc. with right-of-access to the site in order to conduct the planned work. Unless otherwise agreed, the Client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While The Schemmer Associates Inc. will 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 part of this agreement.

UTILITIES. In the performance of its work, The Schemmer Associates Inc. will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The Client agrees to hold The Schemmer Associates Inc. harmless and indemnify The Schemmer Associates Inc. for any claims, payments, or other liability, including attorney fees, incurred by The Schemmer Associates Inc. for damage to any subsurface utilities or structures which are not correctly identified to The Schemmer Associates Inc.

UNANTICIPATED HAZARDOUS MATERIALS. It shall be the duty of the Client to advise The Schemmer Associates Inc. of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by The Schemmer Associates Inc. If The Schemmer Associates Inc. observes or suspects the existence of hazardous materials during the course of providing services, The Schemmer Associates Inc. may, at its option, terminate further work on the project and notify Client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of The Schemmer Associates Inc., The Schemmer Associates Inc. may, at its option, terminate this contract. It is understood and agreed that The Schemmer Associates Inc. does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its services.

DELIVERABLES. The Schemmer Associates Inc. will furnish up to 2 copies of deliverables to the Client. Additional copies will be provided at the expense of the Client.

OWNERSHIP OF DOCUMENTS. All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by The Schemmer Associates Inc. as instruments of service shall remain the property of The Schemmer Associates Inc.

SAMPLE DISPOSAL. Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.

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 The Schemmer Associates Inc. services.

PROVISIONS SEVERABLE. In the event that any of the provisions of these Supplemental General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

SCOPE OF SERVICES

INTRODUCTION

The project includes improvements to approximately 2 miles of Waverly Road from Hwy. 15 to 252nd Road. Improvements include storm sewer, concrete paving, and modifications to Plum Creek bridge approaches and guardrails. The following services are included in this proposal.

1. PRE-CONSTRUCTION PHASE

- A. Attend the pre-construction meeting with the contractor and all stake holders.
- B. Review the construction schedule in coordination with City of Seward.
- C. Review materials submittals from contractor.

2. CONSTRUCTION PHASE

- A. Construction Inspection: Provide construction inspection on site as listed below. Construction inspection will consist of 1 inspector averaging 3.5 hours per day Monday through Friday for the 250 calendar day duration of construction. Inspection includes monitoring the contractors' activities for compliance with the plans and specifications.
- B. Weekly Progress Meetings: Conduct weekly construction progress meetings with the Contractor and City's representative and prepare the minutes of each meeting. At this time, Schemmer's project manager will also review the progress and quality of Contractor's executed work for quality assurance purposes. Thirty Five (35) meetings are included in this scope.
- C. Documentation: Maintain project field diaries, quantities, files and records. Also maintain records of all correspondence and contact information for subcontractors and major suppliers of materials and equipment.
- D. Traffic Control: Review work zone traffic control devices each site visit for conformance with approved traffic control plans
- E. Erosion Control Inspections: Contractor's erosion control inspections will be reviewed for thoroughness and to verify that they correct the deficiencies noted.
- F. Maintain as-built plans: As built plans will be submitted electronically upon completion of the project. Any significant deviations in construction will be notated in plans by hand.
- G. Change Orders: Prepare change order documentation to present to the City, including Contractor's and Schemmer's recommendations. Assume 3 change orders for the project.
- H. Review Contractor's applications for payment on monthly basis and provide recommendation to City.
- I. Review materials test reports submitted by the contractor.

3. POST CONSTRUCTION SERVICES

- A. Attend a final project walk through/inspection.
- B. Prepare and provide to the contractor a punch list of repair items that need to be addressed before project acceptance.
- C. Verify all project work has been completed, inspected and approved.
- D. Draft a project acceptance letter that City will send to contractor.
- E. Review and recommend final payment.

SCHEDULE

Schemmer will commence services as required by construction schedule.

FEE ESTIMATE

ITEM NO.	TASK DESCRIPTION	SEN PROJ MGR	CONST ENG	PROJ REP	FIELD TECH II	ADMIN SUPP	TOTAL PER TASK	Task Cost
I. Preconstruction Phase								\$ 4,560.00
I.a	Preconstruction Meeting	4	8	4			16	
I.b	Review / Approve Construction Schedule		2				2	
I.c	Review / Approve Materials Submittals	6	4				10	
II. Construction Phase								\$ 115,350.00
II.a	Construction Inspection	40		425			465	
II.b	Progress Meetings	40	175	35			250	
II.c	Documentation		25	90			115	
II.d	Traffic Control		2	25			27	
II.e	Erosion Control Inspections		2	35			37	
II.f	As Builts			6			6	
II.g	Change Orders		8	2			10	
II.h	Progress Estimates		12	6			18	
II.i	Review Materials Testing Reports		6	2			8	
III. Post Construction Phase								\$ 4,110.00
III.a	Final Project Walkthrough / Inspection		8	8			16	
III.b	Prepare and Distribute Punch List			2			2	
III.c	Verify Project Work Completion and Acceptance		2	6			8	
III.d	Draft a Project Acceptance Letter		2				2	
III.e	Recommend Final Payment		2	2			4	
IV. Project Management								\$ 9,210.00
IV.a	Project Management	48	2				50	
V. Reimbursables								
V.a	Plan Sets							\$ 200.00
V.b	Vehicle Mileage							\$ 18,400.00
TOTALS		138	260	648	0	0	1046	\$ 151,830.00

Schedule of Hourly Rates

Effective January 1, 2020

Standard Rates	
Principal	\$230.00
Senior Project Manager	\$185.00
Project Manager	\$135.00
Senior Registered Architect	\$165.00
Registered Architect	\$135.00
Architect	\$100.00
Interior Architect	\$100.00
Senior Registered Engineer	\$165.00
Registered Engineer	\$135.00
Senior Engineer E.I.	\$115.00
Engineer E.I.	\$100.00
Design Engineer	\$130.00
Design Technician With Scanner	\$170.00
Design Technician II	\$110.00
Design Technician	\$85.00
CADD Technician	\$70.00
Senior Project Representative	\$130.00
Project Representative	\$100.00
Registered Land Surveyor	\$125.00
3 Man Survey Crew	\$210.00
2 Man Survey Crew	\$160.00
1 Man Survey Crew	\$100.00
Survey Party Chief	\$90.00
Survey Instrument Person	\$75.00
Field Technician IV	\$105.00
Field Technician III	\$90.00
Field Technician II	\$70.00
Field Technician I	\$65.00
Administrative Support	\$70.00

NOTE: Hourly rates are subject to change annually each January.

CITY ADMINISTRATORS REPORT – 3/3/20

- Assisted on a number of economic development projects.
- Continued to work on a number of agreements and documents related to Scoular project.
- Reviewed and worked with Golf Shop Manager, Golf Committee and Mayor on City's Application for Liquor License, setup of the golf clubhouse, and 2020 golf schedule.
- Worked with SENDD on CDBG Reuse Applications for Café on the Square and Bottle Rocket Brewing.
- Worked with SENDD on EDA Grant Opportunity for the Wastewater Treatment Plant, presented to Committee in Lincoln on potential project.
- Continued to work with FEMA on projects.
- Worked on a number of items to transition as former City Engineer Jake Vasa resigned.
- Interviews with potential candidates for City Engineer conducted.
- Reviewed and coordinated with Planning and Zoning a new platted property north of Walmart.
- Reviewed updates to 4 TIF applications.
- Did a budget process review with Finance Director Nick Work.
- Worked on Easement issue with John Heath for the Rail Campus.
- Worked extensively with Olsson, IES, Gray Construction, and Scoular on the schedule and plans for finishing the substation project.
- Attended the Seward Levee Emergency Protection Plan review with other interested parties.
- Reviewed status of all DTR project with Trey (SENDD) and Suzanne. Follow up calls and meetings with applicants set.
- Attended the LB 840 Application meeting.
- Attended the CARC semi-annual meeting.
- Reviewed new chart of accounts with City Finance Director.
- Met with Building Inspector and Community Service Office to review process for code enforcement on weeds, junk, trash, and related items heading into spring/summer.

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

Police Department

- Held storm spotter training on February 26th.
- Attended Traffic Incident Management meeting in Lincoln.

Clerk's Office

- Prepared flyer for All Employee Potato Bake Luncheon on March 19.
- Marketed job vacancies for City Engineer, Street Superintendent, Lineman, and Summer Pool jobs.
- Liquor licenses (other than Class C).
- Processed utility billing, delinquent, and disconnect notices.

Water/Wastewater Department

- Install new inline analyzer at water plant.
- Working on gathering quote/plan for final effluent discharge relocation to Big Blue.
- Fence replacement at 2nd Street lift station scheduled for March 9th.

Parks and Rec/Cemetery/Golf/Pool

- Taking applications for soccer and starting to work on baseball activities.
- Some staff attended field and turf meeting in Omaha.

Electric Department

- Working on Scoular project.
- Working on directional bore through Heath property.
- Trimming trees and repairing street lights.
- Inspecting substation.

Street Department

- Pot hole filling.
- Street cleaning
- Equipment maintenance.

Library

- Working on Scrabble Tournament, Library Board agenda, and National Library Week events.

Building Inspection/Planning Department

- Meeting with Olde Glory Theatre to discuss remodel/expansion.
- Reviewing a number of plats and house plans.
- Preparing for planning commission meeting on March 9th.
- Met with SCCDP rep to discuss possible housing development ideas.

Engineering

- Interviewing and accepting applications for City Engineer candidates.
- Jake Vasa continues to work on projects under the approved contract.
- Held preconstruction meetings for Waverly Road, East Seward, and Highway 15 Rail Campus turn lane projects.

Finance Department

- Preparing budget schedule and rolling forward spreadsheets.
- Reviewed TIF amortization schedules for Bradford Center and CNG.
- Paid out CBDG DTR funds received.
- Updated MLTD rates from Census Audit (will reflect on next payroll).