



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, July 2, 2024

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, July 2, 2024, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. 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

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST
7/2/2024
COUNCIL MEETING

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

AKRS Equipment Inc	ER	100.25
Allegiant Utility Service	CI	178.08
Amazon Business	SU	224.05
Aqua-Chem Inc	SU	3,494.05
AT&T	UT	320.32
Barco Municipal Products	SU	562.45
Barton'S Painting Inc	SE	980.00
Bic Construction Llc	CI	36,000.00
Bizco Technologies	IT	8,984.65
Black Hills Energy	UT	10,432.06
Border States Industries	SU	1,352.35
Bottle Rocket Brewing	SU	224.00
Brase Joel	SE	55.00
Callaway Golf	MC	510.36
Campbell Cleaning	SE	1,405.00
Capital Business-Cheyenne	SE	196.26
Capital Business-Dallas	SE	594.93
Cash-Wa Distributing Co	SU	578.24
Chase Card Service		16,671.68
Walmart	SU	1,309.75
SP Tingley Rubber	SU	40.54
Home Depot	SU	662.55
Amazon.com	SU/BU	2,695.24
AEDLand.com	BU	414.99
Microsoft365	IT	-243.18
Emergency Solutions	SE	157.07
Rock Auto	RE	80.16
National Imprint	SU	211.77
N-Ear	SU	338.98
Cycle Works	FA	1,657.95
AWWA	MS	155.50
DLT Solutions	MS	1,281.90
Sparetime	ML	84.09

Herpolsheimers	RE	392.95
Dragon Palace	ML	140.31
Valentino's	ML	120.76
Gemplers	RE	27.47
Sam's Club	SU	929.26
Constant Contact	SE	23.00
PGA Golf	MS	632.42
Fun Central	SU	1,563.99
Super Saver	SU	17.96
ForeUP	IT	686.08
Zoro Tools	RE	98.78
Smart Sign	BU	51.98
TracFone	UT	34.48
Swimsuit Outlet	SU	611.52
American Red Cross	TR	966.00
Lifeguard Store	SU	256.71
Elifeguard Inc	SU	542.18
Zoom Shift	MS	87.48
USPS	PF	124.80
Log Me In Pro	AF	376.24
NWEA	MS	100.00
Service Fee	MS	40.00
City of Seward Building/Grounds	RI	3,000.00
City Seward Library Petty	PF	234.78
City Seward Payroll Accou	SA	238,941.38
D & K Products	SU	672.00
England Garrett	MC	60.00
Faller Landscape	GU	477.00
Farmers Coop Seward	DF	316.33
Fastenal Company	SU	926.47
Firstar Fiber Inc	SE	653.47
Gerhold Concrete Co Inc	GU	4,596.27
Graybar	INV	2,081.48
Great Plains Communicatio	UT	490.00
Hach Company	SU	367.00
Helmlink Printing/Grph Inc	SU	280.00
Hinrichs Rachelle	RI	40.00
Hireright Llc	SE	80.90
Hobson Automotive & Tire	SE	267.95
Hochstein Finn	MC	60.00
Hoffschneider Law PC LLO	SE	5,000.00
Holeka Kenneth	MC	88.50
Husker Auto Group LLC	FA	76,840.00
Husker Electric Supply Co	SU	10,345.60

Hydraulic Equipment	RE	694.48
Janousek Lathan	MC	110.00
JEO Consulting Group	ENG	548.75
Jones Bank	MC	407.98
K & Z Distributing	SU	792.60
Last Mile Network Consult	IT	75.30
Lincoln Winwater Works	INV	1,290.09
Loos Kolton	MC	120.00
Lynn Peavey Co	SU	185.85
Mailand'S Clothing	SE	44.00
Matheson Tri-Gas Inc	SU	36.50
Menards North	BU	323.73
Metering & Technology Sol	INV	8,365.85
Mid-American Benefits Inc	BE	1,710.12
Mid-State Engineer/Test	CI	2,046.00
Midwest Petroleum Equip	SE	436.75
Midwest Turf & Irrigation	RE	1,382.95
Miller Greg / Mindy	MC	140.00
Municipal Supply Omaha	INV	466.62
Nebraska D A S Acct Ocio	SE	245.00
Nebraska Generator	RE	3,178.01
Nebraska Health Lab	SE	138.00
Norris Public Power Distr	UT	1,170.79
Novatech	CI	13,641.00
Olsson	CI	15,652.50
One Billing Solutions Llc	SE	2,220.61
O'Reilly Automotive Inc	RE	442.96
Parr Ryler	MC	90.00
Pepsi-Cola Of Lincoln	SU	413.03
Quality Brands Of Lincoln	SU	1,196.62
Quill Corp	SU	64.99
R & R Products Inc	RE	50.00
Resco	CI	56,763.37
Safelite Autoglass	RE	380.46
Seward Co Chamber/Develop	RI	211.09
Seward Co Clerk/Register	MC	100.00
Seward County Treasurer	FA	5,778.00
Seward Kiwanis Club	GU	45.00
Siteone Landscape Supply	RE	21.95
Southeast Ne Dev District	MS	4,500.00
Sports Express	SU	1,502.45
State Distributing Co	SU	315.04
Stuhr Therese	MC	233.50
Summit Fire Protection	BU	1,146.00

Terziu Naim	RS		14,042.42
Total Tool Supply Inc	SU		786.02
Truck Center Companies	FA		137,000.00
U S Cellular	IT		147.47
Verizon Wireless	IT		209.20
Vermeer High Plains	US		56.03
Visa - Jones Bk City Card			3,885.73
Bizco	IT	75.00	
Ehlers Electronics	SU	103.75	
Seward Family Pharmacy	SU	176.80	
Trading Passion LTD	SU	880.00	
Boarders Inn/Suites	TR	2,683.98	
Finance/Interest Credit	CR	-33.80	
Wesco Distribution Inc	WR		298.85
Zimco Supply Co	SU		3,185.60
	CLAIMS TOTAL		\$716,972.12

2. Draft Minutes of June 18, 2024, City Council Meeting

June 18, 2024

The Seward City Council met at 7:00 p.m. on Tuesday, June 18, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Tatum Tonniges, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: John Singleton. Other officials present: City Administrator Greg Butcher, City Attorney's representative Conner Madsen, Building/Zoning & Code Enf. Director Tim Dworak, Street Superintendent Bob Miers, City Engineer Mike Oneby, Wellness Center Director Joel Brase, Water/Wastewater Director Brandon Koll, and Chief of Police Brian Peters.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$1,434,414.60)
4. Police Department Report
5. Report of Discounted Recreation Fees – Golf Event on June 14, 2024
6. Draft Minutes of June 4, 2024, City Council Meeting
7. Mayor's Appointments to Boards and Commissions:
 - a. Appoint Dorothy Marshall (replaces Dick Miers) to the Housing Appeals Board for a 3-Year Term
 - b. Appoint Frank Daley Jr. (replaces Brad Bowen) to the Civil Service Commission for a 5-Year Term
 - c. Re-Appoint Brad Perdue and Ben Hughes to the Cemetery Board for a 3-Year Term
 - d. Re-Appoint Dr. Matt Dominy, Justin Hartman, and Wade Miller to the Citizen's Advisory Review Committee for a 3-Year Term
 - e. Re-Appoint Jan Matzke and Patricia (Pat) Sanley to the Civic Center Commission for a 5-Year Term
 - f. Re-Appoint Jessica Dominy and Stacey Parr to the Civil Service Commission for a 5-Year Term
 - g. Re-Appoint Scott Sloup to the CRA for a 5-Year Term
 - h. Re-Appoint Patricia Coldiron to the LB840 Sales Tax Application Review Board for a 3-Year Term
 - i. Re-Appoint Tasha Osten and Kenneth Schmieding to the Parks & Recreation Board for a 3-Year Term
 - j. Re-Appoint Clarence Kotera, Jacob Miller, and Scott SeEVERS to the Planning Commission for a 3-Year Term
 - k. Re-Appoint Charles Matzke to the Tree Board for a 3-Year Term
 - l. Re-Appoint Dr. Dan Ellis and Brad Vancura to the Zoning Board of Adjustments for a 3-Year Term

Aye: Kahler, Miller, Kolterman, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Singleton. Motion carried.

PUBLIC HEARINGS

1. CONSIDERATION OF AN ORDINANCE TO VACATE THE CITY RIGHT-OF-WAY OF ROAD BETWEEN THE SOUTH ROW LINE OF THE VACATED MIDLAND STREET AND THE SOUTH BOUNDARY LINE OF THE MIDLAND PACIFIC RAILWAY TOWNSITE COMPANY'S ADDITION PLAT

Building/Zoning & Code Enf. Director Dworak noted this was a request to vacate the City right-of-way (ROW) located on the southern edge of South 1st. The plat--dated 1874--never materialized into roadway as was intended. The recent purchaser of the property is planning to create affordable housing onsite. The Planning Commission expressed concern about inclusion of basements in the development plan but approved unanimously. City Administrator Butcher, who serves as Flood Plain Administrator, identified that per his review the foundation slabs should be placed at one foot above base flood elevation level to alleviate the potential of flooding.

The Mayor opened the public hearing at 7:04 p.m. With no public comment received, the public hearing was closed at 7:04 p.m.

Councilmember Kolterman introduced Ordinance No. 2024-9. Councilmember Wergin moved, seconded by Councilmember Tonniges, to dispense with the statutory rule.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

June 18, 2024

Nay: None. Absent: Singleton. Motion carried.

Councilmember Tonniges moved, seconded by Councilmember Kahler that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2024-9, AN ORDINANCE TO VACATE THE CITY RIGHT-OF-WAY OF ROAD BETWEEN THE SOUTH ROW LINE OF THE VACATED MIDLAND STREET AND THE SOUTH BOUNDARY LINE OF THE MIDLAND PACIFIC RAILWAY TOWNSITE COMPANY’S ADDITION PLAT. AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Miller, that all ordinances be added to the permanent record.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

2. REVISION OF THE ONE- & SIX-YEAR STREET IMPROVEMENT PLAN

City Engineer Oneby presented a list and maps of the proposed projects in the One- & Six-Year Street Improvement Plan. He noted there were nine projects included in the 1-year, and 39 projects included in the 6-year. Further, Mr. Oneby noted the City budgeted approximately \$4 million for projects in past years but expects to budget \$2.5 million/budget year moving forward. The Planning Commission approved the Plan unanimously.

The Mayor opened the public hearing at 7:24 p.m. With no public comment received, the public hearing was closed at 7:24 p.m.

Councilmember Stryson moved, seconded by Councilmember Wergin, that the One- & Six-Year Street Improvement Plan be revised as presented.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

ADMINISTRATIVE ITEMS

1. ITEMS RELATED TO THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT:

A. CONSIDERATION AND APPROVAL OF BID DOCUMENTS FOR THE TEMPORARY EMBANKMENT SURCHARGE PROJECT AND AUTHORIZE THE CITY TO SEEK BIDS

Mr. Oneby informed the project would include hauling of soils and placement on the southwest corner of the site to build a base to anticipate construction in the near future. The placement of the soil will allow natural compaction over time (approximately 6 mos) to allow for placement of heavy structures. Soils hauling is expected to be completed by the end of the year with soil compaction concluded by the end of next year. A recommendation will be brought for Council consideration at a future meeting.

Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve the bid documents for the Temporary Embankment Surcharge Project as presented and authorize the City to seek bids.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

B. CONSIDERATION AND APPROVAL OF A LETTER AGREEMENT WITH THE SCHEMME ASSOCIATES FOR ENGINEERING SERVICES TO SUPPORT A FLOOD PLAIN PERMIT APPLICATION AND TEMPORARY EMBANKMENT SURCHARGE PROJECT

Mr. Oneby noted the agreement would include engineering services provided by The Schemmer Associates to support a flood plain permit application related to the temporary embankment surcharge project. Essentially, the work will include demonstration that the placement of soils for the embankment project will not increase floodwaters for a 100-year flood event.

Councilmember Tonniges moved, seconded by Councilmember Wergin, to approve a letter agreement for engineering services with The Schemmer Associates for a flood plain permit application and temporary embankment surcharge project.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.

June 18, 2024

Nay: None. Absent: Singleton. Motion carried.

2. COMPILATION ENGAGEMENT LETTER WITH AMGL FOR PREPARATION OF THE BUDGET IN THE FORM PRESCRIBED BY THE STATE OF NEBRASKA BUDGET ACT FOR FISCAL YEAR 2024-2025

Councilmember Stryson moved, seconded by Councilmember Kolterman, to approve a compilation engagement letter with AMGL for preparation of the budget for fiscal year 2024-2025.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

3. UPDATE ON THE WELLNESS CENTER PROJECT

Executive Director Brase informed that work on the gym roof will be completed by the end of the week. Slab preparation and cement pours are ongoing in the weight room, locker room, classroom, and studio. The pool dig has begun and should continue for a few weeks. Pouring of Eaton Drummer Boulevard is expected the week of 6/25.

4. UPDATE ON THE EXTERIOR PAINT DESIGN FOR THE DOWNTOWN WATER TOWER

City Administrator Butcher noted that he had sent a final design draft to the Mayor for his review. Seth Boggs (artist) is working with the City on the design. It is expected to be presented to the Council at an upcoming meeting.

5. UPDATE ON THE HWY 15 CONSTRUCTION PROJECT

Mr. Butcher indicated that Phase II was still set to be completed prior to the July 4th celebration. Phase III is expected to begin on July 8th at Park Ave. and Hwy 15.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of June 18, 2024, be accepted.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

MOTION TO ADJOURN

Councilmember Kahler moved, seconded by Councilmember Tonniges, that the June 18, 2024, City Council Meeting be adjourned.

Aye: Kahler, Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.
Nay: None. Absent: Singleton. Motion carried.

Adjourned approximately 7:52 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

3. Mayor's Appointments to Boards and Commissions:
 - A. Appoint Amy Harms (replaces Andrea Baack) to the Parks & Recreation Board for Remainder of Term
 - B. Re-Appoint Mike Klintworth and Gary Fett to the Housing Authority Board for a 5-Year Term
 - C. Re-Appoint Brad Bowen to the Housing Appeals Board for a 3-Year Term
 - D. Appoint Doug Gremel to the Civic Center Commission (replacing Betty Jean Kolterman) for a 3-Year Term

ADMINISTRATIVE ITEMS

1. Items Related to the Water Treatment Plant Reverse Osmosis Improvements Project - City Engineer Oneby
 - A. Consideration of a Recommendation to Award Bid to Komline-Harn in the Amount of \$666,109 for Procurement of a 3rd Reverse Osmosis Skid and Other Associated Equipment for Installation

Memo of Recommendation of Award

To: City Council, City of Seward, Nebraska
From: Purpose Associates, Engineering Consultants
Date: June 24, 2024
Project: 2024 Reverse Osmosis Improvements
Engineer's Project Number: SENE2023A

A bid was held on June 20, 2024 for Procurement of major equipment for the 2024 Reverse Osmosis Improvements project.

This project involves design and construction of an additional Reverse Osmosis skid to expand the capacity of Seward's existing water treatment facility, bringing it up to the maximum capacity that the existing facility was originally designed for. This is meant to meet city's rising water demands.

Procurement of the equipment, separate from the construction contract, is intended to increase the likelihood that the City receives high quality equipment that meets their needs, likely allowing for more control over equipment selection, review, etc. while also increasing the likelihood that the equipment will be delivered in a timely manner, so as to allow construction to be completed by May of 2025, before water demands go up in the Summer months.

Three pre-qualified suppliers were allowed to bid on the project. Two bids were received:

- Komline-Harn: \$666,109
- Biwater: \$1,216,316

After discussion with the City Engineer, Director of Water/Wastewater, and two City Council members, we recommend the bid be awarded to Komline-Harn.

We are very pleased with this result. Not online was Komline-Harn the lowest bid, but we believe they also have the best reputation among the potential bidders, are the most responsive, and likely to provide the best outcome for the project. Their bid price was also in a reasonable range of their quoted price (within 2%). Given, the current bidding climate for Reverse Osmosis projects, which are in very high demand, we believe this is a competitive price and a great outcome for the bid.

If you have any questions, please feel free to contact me at any time.

Best,

Dr. Adib Amini, Ph.D., PE, ENV SP, BCEE
CEO, Purpose Associates
aa@purposeas.com

BID FORM FOR PROCUREMENT CONTRACT

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BID FORM FOR PROCUREMENT CONTRACT

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 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

**City Clerk
City of Seward, Nebraska**

Bids will be submitted via QuestCDN.com Quest eBidDoc Number: **9151854**

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

ARTICLE 2—BASIS OF BID

2.01 *Lump Sum Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

1. Lump Sum Bid Price (single Lump Sum)

Lump Sum Bid Price	\$ \$666,109
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ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form prescribed in the Instructions to Bidders.
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- C. Bid Form Appendix 1 - Warranties, Experience, Qualifications, References, and Personnel
- D. Bid Form Appendix 2 - Descriptive and Technical Information

- E. Bid Form Appendix 3 - General Arrangement Drawings and Process and Instrumentation Diagrams

ARTICLE 5—BIDDER’S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum #1	June 19, 2024

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents that:
 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Bidder's Certifications*

A. Bidder certifies that:

1. 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;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "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;
 - b. "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;
 - c. "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
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

Harn R/O Systems, Inc.

(typed or printed name of organization)

By:

[Handwritten Signature]
(individual's signature)

Date:

June 20, 2024

(date signed)

Name:

Ronald J Castle II

(typed or printed)

Title:

Corporate Secretary

(typed or printed)

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

Attest:

[Handwritten Signature]
(individual's signature)

Title:

Controller

(typed or printed)

Address for giving notices:

310 Center Court

Venice, FL 34285

Designated Representative:

Name:

Not Applicable

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

Classification:

Limitation:

EICDC® P-400, Bid Form for Procurement Contract.

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**WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
HARN R/O SYSTEMS, INC.**

May 5, 2021

The undersigned, being all the members the board of directors (the “*Board*”) of Harn R/O Systems, Inc., a Florida corporation (the “*Company*”), do hereby consent to the adoption of the following resolutions and the actions set forth herein as of the date set forth above, and further direct that this written consent (this “*Consent*”) be filed with the minutes and proceedings of the Company:

Approval of Limited Signing Authority

WHEREAS, the Company is party to that certain employment agreement, dated April 1, 2021, with Julia Nemeth-Harn, pursuant to which Ms. Nemeth-Harn is employed by the Company as a Vice President; and

WHEREAS, the Board desires to formalize the appointment of Ms. Nemeth-Harn as a Vice President of the Company, and to appoint Ron Castle as Assistant Secretary of the Company, each with the limited authority to sign documents and other agreements on behalf of the Company and to bind the Company in the ordinary course as set forth below.

NOW, THEREFORE, BE IT RESOLVED, that Ms. Nemeth-Harn is hereby appointed as a Vice President of the Company with limited signing authority to execute and deliver on behalf of the Company non-disclosure agreements, confidentiality agreements, purchase orders, proposals, bid bonds, payment and performance bonds, bid forms and other agreements in the ordinary course of business, but excluding any material agreements requiring prior approval of the Board; provided, however, that the Board may adopt from time to time specific additional signing authority of Ms. Nemeth-Harn; and

FURTHER RESOLVED, that Mr. Castle is hereby appointed as Assistant Secretary of the Company with the limited authority to sign, attest and affix the corporate seal to bid bonds, payment and performance bonds, bid forms, contracts, tax registration forms, and releases of liens in such capacity in the ordinary course of business, but excluding any material agreements requiring prior approval of the Board; provided, however, that the Board may adopt from time to time specific additional signing authority of Mr. Castle.

General Provisions

FURTHER RESOLVED, that any acts taken or done by any officer, member, manager, or agent of the Company, or any documents, agreements, or instruments executed by any officer, member, manager, or agent of the Company, in connection with or otherwise in contemplation of the furtherance of the matters authorized or contemplated by the foregoing resolutions, be and hereby are, ratified, affirmed, authorized, and approved in all respects.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first set forth herein above.

DIRECTORS:

DocuSigned by:
John Cote
0049FA602E394A2

John Cote

DocuSigned by:
Jeremiah Yu
3E0F159EE37B4F6...

Jeremiah Yu

Jack Partain

DocuSigned by:
Will Carter
15C6EC39AC48411...

Will Carter

DocuSigned by:
Sunny Vanderbeck
A7733A71F0E84DA...

Sunny Vanderbeck

DocuSigned by:
Rugger Burke
698CAA7E461041F...

Rugger Burke

DocuSigned by:
Danai Brooks
2E7317E15C734F2...

Danai Brooks

June 20, 2024

Dr. Adib Amini
Purpose Associates
1333 Buckeye Ave, #1043
Ames, Iowa 50010

eBidDoc Number 9151854

Dr. Amini:

Thank you for inviting Harn R/O Systems, Inc. to respond to the Request for Proposals for the Seward, NE project. We appreciate the opportunity to present this proposal for your consideration. Harn R/O has unique experience in providing integrated membrane systems, having built the first integrated membrane system in Florida treating surface water to drinking water using only membranes.

For more than forty years we have been providing membrane treatment equipment and expertise around the country. We don't view your plant as just equipment. We approach all our projects as a long-term partnership. Our goal is to provide high quality, user-friendly systems that yield significant operational and cost savings.

In conclusion, we hope that you will find our proposal responsive and thorough. We believe we are the best-suited company for this project based on our experience and work history. We look forward to working with you to bring this exciting project to fruition.

Sincerely,



Jason Bailey
Director of Business Development
Harn R/O Systems, Inc.

eBidDoc Number 9151854 Appendix 1 Items 1 and 2 Executive Summary and Warranty

Many of the items in the RFP are attached to this document. The proposal includes one (1) RO train to provide 822,240 gallons per day of permeate water to the plant. We have included projections for the system with the primary two-stage 16:8 6m design using one hundred forty-four (144) DuPont Filmtec™ Eco Pro-400i membrane. The unit will include an FRP frame, pressure vessels, a local control panel, instrumentation, pressure gauges, pressure switches, low pressure PVC piping, high-pressure stainless-steel piping, and associated equipment. A single 316L stainless steel horizontal cartridge filter housing containing eighty-five (85) 30" filters is included in the proposal. A more detailed description of the equipment Harn RO is proposing is located within the Scope of Supply attachment. The design operating conditions are included in the membrane projections.

The RO unit will include a custom fabricated sample/instrumentation panel for quality and performance data collection. The local skid-mounted RO train control panel which is described in more detail in the scope of supply includes a NEMA 4X fiberglass enclosure with ethernet network switch, a PanelView operator interface, an Allen Bradley Compact Logix Processor, and I/O modules to support the system and allow communication with the plant SCADA system.

Harn R/O will provide a technician for installation supervision, functional testing, and membrane installation supervision as described with the scope of supply to support the successful implementation of the project at the job site.

In accordance with Item 1.10 on 46 63 23 page 7 warranties, Harn R/O will provide a two-year material and workmanship warranty starting six months from the date of delivery or on the date of beneficial use of the equipment, whichever comes first. We have included the DuPont Filmtec™ provided 36-month materials and workmanship warranty. DuPont warranty details can be found attached to this scope.



MEMBRANE WATER TREATMENT SYSTEMS

2024 Reverse Osmosis Improvements

Seward, NE

Scope of Supply

June 20, 2024

Harn R/O Systems is pleased to present this proposal for supplying the reverse osmosis (RO) equipment for the Seward, NE 2024 Reverse Osmosis Improvements Project. The scope of work includes one (1) reverse osmosis skid – able to produce 822,240 gpd of permeate operating at 75% recovery. The scope herein is in accordance with the requirements of the specifications and drawings provided by Purpose Associates.

Please review the Scope of Supply for a complete listing of equipment, materials, and services to be provided under this proposal.

Acknowledged Addenda:

Addendum #1 – 6/19/24

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SCOPE OF SUPPLY:

R/O Train Equipment

1. Provide one (1) FRP frame RO skid assembly to support pressure vessels, membrane elements, local control panel, local instruments, pressure gauges, pressure switches, low-pressure PVC piping, high-pressure stainless-steel piping, and associated equipment. The skid assembly will be designed for one, two-stage 16:8 array with 6 element pressure vessels. Each skid shall be designed for a nominal permeate production rate of 571 gpm (822,240 gpd) @ 75% recovery.
2. Provide twenty-four (24) Protec side ported, 8" diameter fiberglass brackish water pressure vessels total. Pressure vessels will be sized to contain six (6), 40" long, 8" diameter membrane elements. Pressure vessels will be rated for a working pressure of 300 psi and will be ASME Code designed and stamped. All side ports will be minimum of 1.5" and designed in accordance with the membrane manufacturers recommendations. Probing valves will be provided.
3. Provide one hundred forty-four (144) FilmTec Eco Pro 400i membrane elements for the RO train. The elements will be capable of meeting the permeate production rate of 571 gpm per skid at 75% recovery. Membrane elements will be ANSI/NSF standard 61 certified.
 - a. Membranes will be furnished with necessary interconnectors and brine seals.
4. Provide one (1) 316L stainless steel horizontal cartridge filter housing sized to contain a minimum of eighty-five (85) 30-inch, 10-micron rated, polypropylene filter cartridges.
 - a. Harn R/O will provide eighty-five (85) 30", 10-micron cartridge filters for start-up.
5. Provide schedule 80 PVC skid-mounted low-pressure manifolds, piping, fittings, and valves for the RO train as required to plumb low pressure permeate and concentrate skid-mounted components to a discharge point leaving the skid. PVC piping shall be designed to a maximum hydraulic velocity of 8.0 fps at the design operating flow.
6. Provide Sch. 10 316L stainless feed and concentrate pipe manifolds for the RO system as specified in the bid specifications; flanges shall be ANSI 150# as required. Pulled or welded outlets shall be used on the manifolds for connection to the pressure vessels by 316 SS Grooved type couplings. The low points of manifolds will have connections for drain valves.
 - Stainless steel piping shall be passivated and electropolished to a smooth, bright, and consistent finish.
 - Grooved ends will be sch. 10 rolled grooves as required to meet specified system pressure requirements.
7. Provide grooved type couplings as required for the complete installation of the RO train. For SS piping connections, couplings are fabricated from stainless steel and are furnished with EPDM

gaskets and 316 SS hardware. For PVC piping connections, couplings are fabricated from Nylon and are furnished with EPDM gaskets and 316 SS hardware.

8. Harn R/O will provide the following spare parts in accordance with the system specifications:
- a. A minimum of two hundred fifty-five (255) 30", 10-micron cartridge filter elements – enough for three additional cartridge filter sets for the newly-supplied housing.
 - b. One (1) additional FilmTec Eco Pro 400i membrane element
 - c. Pressure Vessel spare parts, including:
 - Ten (10) feed/concentrate port seals
 - Ten (10) product water tube adapter seals
 - Ten (10) pressure vessel head seals
 - Ten (10) pressure vessel permeate port seals
 - Ten (10) pressure vessel adapter seals
 - Five (5) pressure vessel permeate ports
 - Five (5) pressure vessel end adapters
 - Three (3) pressure vessel retaining rings
 - Five (5) pressure vessel feed/concentrate port retaining rings
 - Two (2) pressure vessel head cap assemblies
 - One (1) pressure vessel end cap removal tool
 - d. Control System spare parts, including:
 - One (1) PLC CPU – with PLC program
 - Two (2) I/O cards of each type supplied for the project
 - One (1) UPS

R/O Train Valves

1. Provide the following valves for the RO train. Valve Take-off based on RO System design documents:

Description	Qty	Unit	Size (in)	Valve Type	Actuator	ANSI Class	Tags
Resilient Seat Butterfly Valves							
Cartridge Filter Inlet Isolation	1	Ea	8	Lugged	Gear	150	BFV-301
Cartridge Filter Outlet Isolation	1	Ea	8	Lugged	Gear	150	BFV-302
RO Train Inlet Isolation	1	Ea	8	Lugged	Electric Open/Close	150	BFV-303
Permeate Isolation	1	Ea	6	Lugged	Lever	150	BFV-306
Permeate Fill/Return	1	Ea	6	Lugged	Lever	150	BFV-307
High Performance Butterfly Valves							
RO Feed Pump Outlet Isolation	1	Ea	6	Lugged	Lever	150	BFV-304
Interstage Isolation	1	Ea	4	Lugged	Lever	150	BFV-305
Check Valves							

RO Feed Pump Outlet	1	Ea	6	Wafer	N/A	150	CV-301
Total Concentrate	1	Ea	4	Wafer	N/A	150	CV-302
Total Permeate	1	Ea	6	Wafer	N/A	150	CV-303
Ball Valves							
Concentrate Flow Control Valve (V-Port)	1	Ea	3	Plug	Electric Modulating	150	FCV-301
Concentrate Flow Control Valve Bypass	1	Ea	3	Full-Port	Electric Open/Close	150	BV-301

Valves shall be manufactured by an approved supplier as listed in the specifications.

- Provide 1/4" 316 stainless steel plug valves and stainless tubing for use as manual air release valves on the vertical high-pressure manifolds.
- Provide one (1) custom fabricated fiberglass sample/instrumentation panel. Sample valves will be provided to sample feed, interstage and concentrate streams, individual permeate streams from each vessel, 1st stage permeate, 2nd stage permeate, and total permeate. Low-pressure sample lines will be 1/4" polyethylene tubing with PVC Asahi Labcock valves. High pressure sample lines will be 1/4" high pressure-rated Nylon tubing. Low pressure sample valves will be PVC plug valves fitted with vertical PVC downspouts High pressure sample valves will be 316 SST with SST downspouts directing flow into a 6" wide x 4" deep sample trough.

R/O Train Instrumentation

- Provide the following instruments for the RO train. Instruments Take-off based on RO System design documents.

Description	Qty.	Unit	Ranges	Tag
Analytic Instruments (AIT, AE)				
Conductivity Analyzer	1	Ea	N/A	AIT-301
Feed Conductivity Probe*	1	Ea	1-20,000 µS/cm	AE-301
Permeate Conductivity Probe	1	Ea	0.1-2,000 µS/cm	AE-302
Magnetic Flow Meters (FIT, FE)				
Total Concentrate Flow	1	Ea	TBD	FE/FIT-301
Stage 2 Permeate Flow	1	Ea	TBD	FIT/FE-302
Total Permeate Flow	1	Ea	TBD	FIT/FE-303
Pressure Transmitter (PIT)				
Cartridge Filter Inlet Pressure*	1	Ea	0-100 psi	PIT-301
Cartridge Filter Outlet Pressure*	1	Ea	0-100 psi	PIT-302
1 st Stage Feed Pressure	1	Ea	0-250 psi	PIT-303
Interstage Pressure	1	Ea	0-250 psi	PIT-304
Concentrate Pressure	1	Ea	0-250 psi	PIT-305
1 st Stage Permeate Pressure	1	Ea	0-100 psi	PIT-306
Total Permeate Pressure	1	Ea	0-100 psi	PIT-307
Pressure Indicator (PI)				

Cartridge Filter Inlet Pressure	1	Ea	0-100 psi	PI-301
Cartridge Filter Outlet Pressure	1	Ea	0-100 psi	PI-302
System Pressure Gauge (With Selector Switch)	1	Ea	0-250 psi	PI-303
Permeate Pressure Gauge (With Selector Switch)	1	Ea	0-100 psi	PI-304
Pressure Switch (PS)				
RO Feed Pump Low Suction Pressure	1	Ea	0-100 psi	PSL-301
RO Feed Pump High Discharge Pressure	1	Ea	0-250 psi	PSH-302
Temperature Indicator (TI)				
Feed Temperature* (Provided with Thermowell)	1	Ea	TBD	TI-301

Instrumentation shall be manufactured by an approved supplier as listed in the specifications.

** Instruments provided loose for the contractor to install upstream of the skids.*

2. Provide one (1) local skid-mounted RO train control panel consisting of:
 - a. NEMA 4X fiberglass enclosure
 - b. 20A, 1-pole 120V Circuit Breaker
 - c. 120V Surge Arrestor
 - d. 120V UPS
 - e. 24VDC Power Supply (sized as necessary)
 - f. 5-port Ethernet Network Switch
 - g. Allen Bradley CompactLogix Processor with adequate I/O modules
 - h. Miscellaneous relays, terminal blocks, surge arrestors, etc. as required
 - i. Panelview Operator Interface

ADDITIONAL SERVICES

1. Provide a two-year material and workmanship warranty from the date of beneficial use of the equipment. This warranty will not extend past 30 months from the delivery of the equipment.
2. Provide DuPont FilmTec 36-month materials and workmanship warranty. Warranty details can be found attached to this scope.
3. Provide one (1) electronic copy of submittal documentation.
4. Provide two (2) hard copies of O&M documentation.
5. Provide one (1) Harn R/O technician for installation supervision of fully-assembled skid for a maximum of three (3) days during one trip.
6. Provide one (1) Harn R/O technician to assist contractor-supplied crew with functional testing for a maximum of three (3) days during one trip.
7. Provide one (1) Harn R/O technician for membrane installation supervision and skid startup for a maximum of three (3) days during one trip. Contractor is responsible for providing adequate labor to install the membrane elements on the RO skid.

8. Provide one (1) Harn R/O technician for field performance testing for a maximum of five (5) days during one trip. Operator training, as described in the specifications, will be conducted during this trip.

SCOPE CLARIFICATIONS

- All necessary interconnecting piping between the R/O skids and the rest of the plant are ***excluded***.
- Shipment and insurance from HRO facility to the job site is ***included***.
- Sales tax is ***excluded***
- Installation supervision of the above equipment is ***included***.
- All permits, bonds and sales tax are ***excluded*** from this proposal.
- Factory inspections tests of Harn-fabricated equipment will be supported in our Venice, Florida as required, travel expenses are ***excluded***.
- Spare parts are limited to those specifically included in the above scope of supply. Any additional spare parts are ***excluded***.
- All water feed water piping and valves necessary to connect to the inlet connection of the R/O trains are ***excluded*** and will be furnished and installed by the contractor.
- All low-pressure R/O permeate and concentrate piping and valves necessary to connect to the piping leaving the R/O skid is ***excluded*** and will be furnished and installed by the Contractor.
- All pre-treatment and post-treatment chemical feed systems are ***excluded*** and will be furnished and installed by others.
- Anchor bolts and grout pads necessary to install the equipment are ***excluded***.
- Companion flanges, stainless steel bolt sets, gaskets, and couplings connecting to the equipment supplied under this scope of supply are ***excluded***.
- A Harn R/O technician will only be on-site during regular business hours from 8 AM – 5 PM, Monday – Friday. A service technician is available by phone 24/7 if an issue were to occur with the R/O equipment when a technician is not on-site. Contractor is responsible for providing additional qualified staffing as necessary for any operation of equipment that is required to occur outside of these specified time periods.
- Proper storage of the membranes onsite prior to system start-up is ***excluded*** and must be arranged by the Contractor.
- On-site service days are limited to those described in the above scope of supply. Any additional on-site time requested by the contractor shall be billed at a per diem rate of \$1,500/day plus expenses and travel time for each technician.
- Water, power, chemicals, bacteriological testing, and hydrostatic testing are ***excluded*** from this scope of supply and will be provided by the Contractor as necessary.
- Any water quality sampling and laboratory analysis required to complete start-up testing is ***included*** as per the project specifications.
- Power, control wiring and conduit outside the limits of HRO provided panels and skids are ***excluded***.
- SCADA system is ***excluded*** and will be provided and installed by others.
- Factory testing at performance flows is ***excluded***. Pressure tests of individual pipe sections or manifolds can be done in the Harn R/O facility.

- Instrument calibration and instrument calibration sheets are *included*.

SPECIAL STORAGE REQUIREMENTS

Equipment delivered to the job site should be stored indoors under a roof to protect it from the direct sunlight, rain, and weather. Generally, the equipment is not delivered until the area where the equipment is installed is substantially complete. All work overhead of the equipment such as painting, lighting and ventilation should be completed prior to installation of the equipment to avoid damage to the equipment. Membranes must be stored in a climate controlled space.

PAYMENT TERMS:

Monthly draws based on an approved schedule of values and percent of completion for work in process at both Harn R/O Systems, Inc. manufacturing facility and on site with 10% retainage to be reduced to 5% upon completion of 50% of the work. Proposal is valid for 60 days, after that time proposal may be withdrawn or price escalations may apply.

ESTIMATED SCHEDULE:

- Submittals: 8-10 weeks upon receipt for signed Contract/PO
- Delivery upon release of submittals: TBD upon a mutually agreed upon schedule. Minimum 32-42 weeks.

BASE SCOPE PRICING

For the sum of.....\$666,109.00

Pricing is valid for 60 days.



Element Warranty

Seward, NE
Eco Pro 400i

FilmTec™ Reverse Osmosis / Nanofiltration Element(s) Three Year Limited Prorated Element Warranty

LIMITED WARRANTIES

DuPont provides limited warranties covering the materials, workmanship and performance of its spiral-wound FilmTec™ Reverse Osmosis / Nanofiltration Elements^{1,2} (“Element(s)”), when installed, operated and maintained by Customer in accordance with the terms and conditions set forth in this Warranty document and in accordance with DuPont published documentation*. The warranties herein set forth are granted to the Customer by the legal entity of the DuPont group of companies that is selling the Elements to the Customer (such entity being “Supplier”) and the Customer sole remedy under these warranties shall be against the Supplier. By accepting this Warranty document, the Customer agrees to the terms and conditions set forth herein.

1. Elements used in food or dairy applications, residential, specialty applications and sulfate removal are not covered by this warranty.
2. Nanofiltration elements shall be tested on magnesium sulfate when determining salt passage.

Limited Materials and Workmanship Warranty (“Workmanship Warranty”)

Supplier warrants that the Element(s) are free from defects in materials and workmanship which might prevent the Element(s) to be installed, operated and maintained in accordance with DuPont’s published literature. This Workmanship Warranty shall be effective during the period beginning on the date of delivery of any such Element(s) to carrier at shipping point (manufacturing site) and ending twelve (12) months after the date of such delivery. This Workmanship Warranty shall be deemed void if Customer does not install, operate and maintain the Element(s) in accordance with the requirements set forth in this Warranty and in DuPont’s published documentation or fails to inform the Supplier of the defect within thirty (30) days from the date on which the defect is noticed or could have been noticed by Customer. Customer’s exclusive remedy, and Supplier’s sole obligation and exclusive liability, under this Workmanship Warranty is expressly limited to the repair or, at Supplier’s discretion, replacement of any Element(s), which is determined by Supplier (as applicable) in its sole discretion, after examination, to be defective under this provision.

* DuPont published documentation mentioned in this Three Limited Prorated Element Warranty includes but is not limited to the most recent releases of the following:

- [FilmTec™ Reverse Osmosis Membranes Technical Manual](#) (Form No. 45-D01504-en)
- [Storage and Shipping of New FilmTec™ Elements](#) (Form No. 45-D01633-en)
- [Start-Up Sequence](#) (Form No. 45-D01609-en)
- [Biological Fouling Prevention](#) (Form No. 45-D01567-en)
- [Cleaning Guidelines](#) (Form No. 45-D01696-en)
- Scaling Prevention - [Barium Sulfate Scale Prevention](#) (Form No. 45-D01554-en), [Calcium Sulfate Scale Prevention](#) (Form No. 45-D01553-en), [Strontium Sulfate Scale Prevention](#) (Form No. 45-D01555-en)
- [Shimming Elements](#) (Form No. 45-D01057-en)
- [FilmTec™ Elements Operating Limits](#) (Form No. 45-D00691)
- Product Specifications (See [Attachment A](#))

- DuPont published documentation is available at www.dupont.com/water

Limited Initial Performance Warranty (“Initial Performance Warranty”)

Supplier warrants that, after stabilization, the Element(s) will meet the initial minimum permeate flow and salt rejection under standard test conditions set forth in the specifications in [Attachment A](#), until the first to occur of:

- a. the first thirty (30) days after the first day of Customer’s initial installation and use of any such Element(s) in Customer’s system; or
- b. six (6) months after date of delivery of any such wet Element(s) to carrier at shipping point (manufacturing site); or
- c. twelve (12) months after date of delivery of any such dry Element(s) to carrier at shipping point (manufacturing site).

This Initial Performance Warranty shall be deemed void if Customer does not notify Supplier in writing of the Element(s) failure within 30 days after the first day of operation.

Customer’s exclusive remedy, and Supplier’s sole obligation and exclusive liability, under this Initial Performance Warranty is expressly limited to the repair or, at Supplier’s discretion, replacement of any Element(s) that Supplier determines to be in breach of this Initial Performance Warranty upon Supplier’s inspection. Failure or refusal to disclose to Supplier the use and operating parameters of Elements in the event of alleged failure of performance shall render this Initial Performance Warranty null and void.

Limited Prorated Performance Warranty (“3-yr Performance Warranty”)

Supplier warrants the performance of its elements as set-out below for THREE (3) YEARS from whichever of the following events occurs first:

ELEMENTS SHIPPED WET

- a. First use in system;
- b. Six (6) months after the date of delivery of the Element(s) to carrier at shipping point (manufacturing site)

ELEMENTS SHIPPED DRY

- a. First use in system;
- b. Twelve (12) months after the date of delivery of the Element(s) to carrier at shipping point (manufacturing site)

Supplier warrants that the Element(s) will:

- a. have a permeate flow of at least seventy percent (70%) of the average permeate flow specified in [Attachment A](#) when operated at temperatures below 40°C, and at least sixty percent (60%) of the average permeate flow specified in [Attachment A](#) when operated at temperatures above 40°C; and
- b. have a maximum salt passage rate of no more than 135% of the maximum salt passage rate specified in [Attachment A](#).

Please note that DuPont’s Proprietary Software (WAVE) calculates the salt passage based on the stabilized salt rejection and not based on the minimum salt rejection or maximum salt passage.

If Supplier determines that Customer's claims under this 3-yr Performance Warranty are valid, Customer's exclusive remedy, and Supplier's sole obligation and exclusive liability, under this 3-yr Performance Warranty is expressly limited to credit 1/36 of the original purchase price of the element for each unused month of the warranty period toward the purchase of a replacement element at the then current prevailing selling price.

Conditions applicable to the Initial Performance Warranty and the 3-yr Performance Warranty

The 3yr Performance Warranty and the Initial Performance Warranty described above shall be null and void if any of the following conditions is not met:

- a. Customer shall record and maintain, according to Supplier's instructions, operational data according to [Attachment B](#).
- b. Customer shall provide Supplier with operational data upon Request.
- c. Customer shall install, operate and maintain the Element(s) in accordance with the requirement set forth in this Warranty and in DuPont published documentation or in accordance with good engineering practices.
- d. Customer shall meet all of the following conditions pertaining to any Element(s) and the system in which any Element(s) is used:
 - i. The design parameters (array, recovery, etc.) plus instrumentation and other components of the system in which the Element(s) are employed shall be consistent with sound engineering practice. Customer will allow Supplier to review the system design upon Supplier's request.
 - ii. Feedwater temperature must be less than 113°F (45°C) unless otherwise stated in the product data sheet of the element(s) ([Attachment A](#)) or in this warranty document. Refer to [FilmTec™ Elements Operating Limits](#) (Form No. 45-D00691) for warranty voiding conditions and additional information regarding temperature limits.
 - iii. Feedwater SDI (15-min, 30-psi) must be less than 5.0.
 - iv. Feedwater must not contain any colloidal sulfur.
 - v. Feedwater must not contain any oxidizing agents including, without limitation, chlorine, ozone or permanganate.
 - vi. The Element(s) must not be exposed to pressure greater than 1,200 psi for seawater Element(s), 600 psi for brackish water Element(s) and 300 psi for tap water Element(s), unless otherwise stated in the product specification or unless otherwise indicated in this warranty document.
 - vii. Backpressure (where permeate static pressure exceeds reject static pressure) must not exceed 5 psi at any time.
 - viii. Sequestrants (and other chemicals used in the system) must be compatible with the Element(s).
 - ix. The Element(s) must not be exposed to a pH of less than 2.0 or more than 11.0 during continuous operation, or a pH of less than 1.0 or more than 13.0 during cleaning unless otherwise indicated in the product specifications or in this Warranty. If pH adjustment is required, chemicals that are compatible with the Element(s) must be used.
 - x. The Element(s) must be operationally protected against excessive hydraulic changes including, without limitation, water hammer, and rapid pressure swings.
 - xi. The Element(s) must be maintained in a clean condition and must not be contaminated by particulate matter, colloidal or precipitated solids, or biological growth; if scaling or fouling should occur, or normalized Element(s) flow decline of 10%, cleaning procedures must be employed in accordance with the procedures published in a literature piece entitled [Cleaning Guidelines](#) (Form No. 45-D01696-en).
 - xii. The system design, operating and maintenance procedures must contain adequate provisions to ensure against contamination by particulate matter, colloidal or precipitated solids, or biological growth.

- xiii. There must not be scaling caused by failure of the chemical dosing system or ineffective scale-control practices. (e.g., Ca, Ba, or Sr salts).
- xiv. The brine-soluble silica must be less than 150 mg/L at 25°C.
- xv. There must not be damage caused by chemical compounds (e.g., surfactants, solvents, soluble oils, free oils, lipids, and high molecular weight natural polymers).
- xvi. Element(s) must only be cleaned with compatible chemicals and must not be cleaned with nonionic or cationic surfactants, or any other chemical that is not compatible with the Element(s).
- xvii. Customer is responsible for providing the user with adequate system operating and maintenance manuals, operator and supervisor training; and ensuring user's ability to properly perform cleaning and other performance restoration and diagnostic procedures.
- xviii. Customer is responsible for ensuring that frequent, adequate system and subsystem performance data are normalized and routinely recorded in a systematic format regularly reviewed. Customer will make this data available to Supplier on a reasonable basis in the event a claim is made against Supplier pursuant to the Initial Performance Warranty or the 3-yr Performance Warranty.
- xix. Element(s) must be stored in accordance with DuPont's published documentation and specifications.
- xx. Permeate and concentrate obtained from the first hour of operation must be discharged.
- xxi. Field preservation and cleaning of Element(s) must be done in accordance with DuPont's published documentation.
- xxii. Element(s) must be stored in accordance with DuPont's published guidelines.
- xxiii. Customer must keep Element(s) moist at all times after initial wetting.
- xxiv. Supplier will have the final decision on Element(s) replacement or repair necessary to maintain output quality and quantity.
- xxv. Customer shall disclose to Supplier the use and operating parameters of Elements in the event of failure of performance.
- xxvi. Customer shall notify Supplier in writing of the Element(s) failure within 30 days after first non-compliance with performance standards set forth herein.

Conditions and exclusions applicable to all Warranties

In addition, all the foregoing warranties (i.e. the Workmanship Warranty, the Initial Performance Warranty and the 3-yr Performance Warranty) do not cover and shall not apply in any of the following cases:

- a. If Customer is not current on all payments due to Supplier, then this warranty is null and void.
- b. Accidental and/or external caused damages and damages caused by improper use are excluded from these warranties. Accidental and/or external caused damages and damages caused by improper use are damages caused by but not limited to operation and/or exposure of Element(s) to conditions, outside the instructions and conditions listed in FilmTec™ Elements' product datasheets and specifications and in this Warranty document. If there is any dispute with respect to the above, the Customer should provide evidence to Supplier.
- c. Expendable parts and components (e.g., O-rings) are specifically outside of these warranties.
- d. Damage or malfunction arising from repairs, replacement(s) or substitution(s) not specifically authorized by Supplier are specifically outside of these warranties.

- e. Any defects or faults caused by, or resulting from, inaccurate or incomplete operating process information / process operating parameters, or work performed by the Customer or its authorized representative, are specifically excluded from these warranties.
- f. If Customer does not furnish adequate and competent operating, supervisory and maintenance staff, and necessary laboratory facilities with test equipment and personnel, then these warranties are null and void.
- g. Supplier understands that the Element(s) will be used as a part of a larger water or wastewater treatment process. Supplier must be given the opportunity, with a reasonable notice, to review engineering documents and attend testing and commissioning activities of all aspects of the water or wastewater treatment process which may affect membrane lifetime and performance, or these warranties are null and void. Neither a review of the engineering documents nor attendance of testing or commissioning nor the declining of the opportunity enlarges Supplier's warranties hereunder nor creates any liability or constitutes any endorsement by Supplier for any aspect of the system.
- h. In the case where the Customer and user are separate parties, the Customer has sole and exclusive responsibility for making the user aware of its responsibility under the conditions of these warranties. Failure of the Customer to meet its respective obligations set forth in this Warranty document may invalidate these Warranties.

**No other warranties
& Limitation of
Liability**

- A. The limited warranties granted herein are the sole warranties provided by Supplier with respect to the Elements (including without limitation with respect to Elements quality and performance) and all other warranties, whether express, statutory or implied, including without limitation any implied warranties of fitness for a particular purpose or merchantability are excluded and disclaimed. Supplier's warranties as hereinabove set forth shall not be enlarged, diminished or otherwise affected by, nor shall any obligation or liability of Supplier arise out of, Supplier's or its affiliates' rendering of technical advice or service in connection with the Elements supplied.
- B. SUPPLIER'S LIABILITY FOR ANY BREACH OF THESE WARRANTIES SHALL BE LIMITED TO THE REMEDIES EXPRESSLY SET FORTH HEREIN. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY DAMAGE, COSTS OR EXPENSES ASSOCIATED WITH WARRANTY, WHETHER FOR THE REPLACEMENT OR REPAIR OF ELEMENTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY CUSTOMER AND, IN PARTICULAR, ANY COSTS RELATED TO THE REMOVAL OR REPLACEMENT OF ANY ELEMENTS INCORPORATED INTO A SYSTEM OR OTHERWISE. WITHOUT PREJUDICE TO SUPPLIER'S OBLIGATIONS UNDER THESE WARRANTIES, CUSTOMER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE ELEMENTS. SUPPLIER'S LIABILITY FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR FOR LOSS OF PRODUCTION, LOSS OF PROFITS OR REVENUES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE ELEMENTS OR A BREACH OF THESE WARRANTIES IS EXCLUDED.
- C. Prior to issuing any refund or credit or shipping any replacement of Element(s), Supplier reserves the right to test the alleged defective Element(s) and systems on user's or Customer's premises, or to request Customer to perform such inspections or tests and forward the results thereof to Supplier.

- D. If Element(s) failure is determined by Supplier to be from any cause other than breach of the warranties herein set above, Customer shall pay to Supplier a fee of US\$1,000.00 per day, plus direct travel expenses incurred by Supplier's employees, in connection with any inspection and testing of such Element(s) and system on user's or Customer's premises.
- E. Elements shipped to Supplier for warranty examination must be shipped freight prepaid. Elements examined as part of a warranty claim which are found to be performing as warranted will be returned to the Customer freight collect.
- F. Failure or refusal by Customer to fully disclose to Supplier the use and operating parameters for the Element(s) as set forth in [Attachment B](#), Mandatory Measurement and Recording of Operating Parameters, shall render all warranties other than that covering materials and workmanship null and void.
- G. Warranty of replacement Element(s) will be limited to the duration of these limited warranties.

Warranty Claim and Notice Procedures

Before returning any Element(s) to Supplier for warranty examination, Supplier must be contacted to obtain a service request number. Any Element(s) shipped to Supplier's facility without proper return documentation will be returned to shipper unopened, freight collected.

The following procedure shall be followed to determine warranty protection:

1. Customer shall send a written notice to Supplier within thirty (30) days of problem occurrence or such other time period as otherwise specified herein or the claim will be deemed waived.
2. Customer shall submit all relevant operating data requested by the Supplier.
3. Supplier will be provided a reasonable time to review the data and make initial recommendations in writing for further evaluation of the claim.
4. Customer will make all reasonable efforts to execute and implement the Supplier's recommendations and collect, record and submit all relevant data resulting from these recommendations.
5. In the event Supplier's initial recommendations do not address and solve the performance issues, the Customer will grant Supplier access to the system and a reasonable time to perform testing and evaluation of Element(s) conditions and performance.
6. In the event Supplier's recommendations address and solve the performance issues, the claim shall immediately be withdrawn and dismissed.
7. In the case the Customer decides not to follow Supplier's recommendations then the claim will be deemed withdrawn and dismissed.
8. Any defective Element(s) shall be returned to the Supplier at the Customer's expense if so requested by the Supplier in accordance to Supplier's return procedures.

Important Reminders

- A. Formaldehyde is not recommended as preservation liquid and is not supported as a preservative for drinking water applications. The Element(s) must be in use for at least 24 hours of continuous operation before formaldehyde is used as a biocide. If such Element(s) are exposed to formaldehyde before this period, a severe loss in flux may result.
- B. The use of Element(s) in and of itself does not necessarily guarantee the removal of cysts and pathogens from water. Effective cyst and pathogen reduction is dependent on the complete system design and on the operation and maintenance of the system.

Attachments

- [Attachment A](#), Element(s) Specifications
- [Attachment B](#), Mandatory Measurement and Recording of Operating Parameters

Translation

Any translations of this document into languages other than English provided to you by DuPont are not official translations and are intended solely as a convenience for non-English reading recipients. The only DuPont-approved and valid version of this document is the most current English version provided by DuPont at the time of sale.

Contact DuPont Water Solutions:

www.dupont.com/water/contact-us

Governing Law

This limited warranty agreement shall be governed by and construed in accordance with the laws of the State of Delaware where the DuPont selling legal entity is established in the U.S.A. or the laws of the country where the DuPont selling legal entity is established in all other cases. The conflict of laws provisions of the applicable law as per the foregoing and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Non-assignment

The rights and duties under this limited warranty agreement are not assignable or transferable by either party without the other's written consent, except that Customer hereby consents to Supplier's potential future assignment of some or all of Supplier's obligations hereunder to any affiliate of Supplier without further notice to Customer.

DuPont™, the DuPont Oval Logo, and all trademarks and service marks denoted with ™, ℠ or ® are owned by affiliates of DuPont de Nemours Inc. unless otherwise noted. © 2023 DuPont.

READ, UNDERSTOOD AND AGREED

SUPPLYING ENTITY

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

B. Consideration of a Task Order to a Master Agreement with Purpose Associates for Bidding and Construction Engineering Services in the Amount of \$65,000.00

Task Order No. SENE2023A.1

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated January 16, 2024 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title:** RO Water Treatment Plant Expansion (2024 Reverse Osmosis Improvements)
 - B. Description:** The City of Seward, Nebraska has identified that its most immediate need is providing additional water treatment capacity. The existing system is a reverse osmosis (RO) system consisting of 2 skids that are 571 gallons/minute each. The original system was designed to allow for addition of a third skid in the future.
- 1. Services of Engineer** - Services of Engineer for this Task Order No. SENE2023A.1 shall be as per Exhibit A of the Master Agreement except as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit A of the Master Agreement for which modifications are hereby made*):

Part 1 -- Basic Services

A1.01 Study and Report Phase – Not included.

A1.02 Preliminary Design Phase – Previously Completed as part of SENE2023A

A1.03 Final Design Phase - Previously Completed as part of SENE2023A

A1.04 Bidding or Negotiating Phase – As per Exhibit A, but with the following additions or modifications:

- A.1. The Engineer shall provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - i. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
 - ii. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - iii. Prepare and distribute signatory copies of the Notice to Proceed.
 - iv. Bidding Documents - The Engineer shall prepare and distribute a sufficient number of paper copies of project bidding documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. Engineer shall also distribute project bidding documents electronically through a web-based bidding document distribution website. Owner shall reimburse Engineer for the costs associated with printing and distributing paper and electronic bidding documents.
 - v. Engineer shall pay for the application fees for the NDEE Construction Permit. Owner shall directly reimburse Engineer for the cost of these application fees.

Task Order No. SENE2023A.1

A1.05 Construction Phase – As per Exhibit A, but with the following additions or modifications:

- A.1 Engineer shall pay for the costs associated with an on-line, web-based submittal and construction document sharing website. Owner shall directly reimburse Engineer for the cost of this service.
- A.2 Provide the part-time services of an RPR at the Site of the Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the in the Master Agreement, Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative". Exhibit D shall apply to this project in its entirety. This RPR shall be a sub-consultant of the Engineer.
- B. Construction phase services are based on a construction duration of up to 14 months.

A1.06 Post-Construction Phase – As per Exhibit A, but with the following additions or modifications:

- A.6 Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.

Part 2 -- Additional Services

A2.01 Additional Services Requiring Owner's Authorization in Advance – None currently included

2. Owner's Responsibilities - Owner Responsibilities for this Task Order shall be as per Exhibit B of the Master Agreement and as modified below:

B.2.01. As per Exhibit B, but with the following additional responsibilities:

- C.3. The Owner shall be responsible for all property and easement acquisitions as per B.2.01.C.3, if required. The Owner will be responsible for all property appraisals.
- H. The Owner shall pay for all permit fees or reimburse Engineer for all permit fees paid by Engineer associated with the project. Such fees are not included in this contract.

3. Times for Rendering Services - Phases of work shall be provided as follows:

Engineer and Owner are aware that there are factors outside the Engineer's control that may affect the Engineer's schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

<u>Phase</u>	<u>Anticipated Completion Date</u>
Bidding Phase	Estimated within 30 days after acceptance of final design
Construction Phase	As required for construction (estimated 12 months)
Post Construction	Within one year after completion of construction.

4. Payments to Engineer for Services and Reimbursable Expenses

Payments to Engineer shall be in accordance with Exhibit C of the Master Agreement. Specifically, Owner shall pay Engineer for services as follows:

Task Order No. SENE2023A.1

	Fee Basis	Amount
Basic Services		
Bidding Phase	Method A. Lump Sum	\$12,500
Bidding Documents	Direct Reimbursement (estimated)	\$6,000(estimated)
Construction and Post-Construction Phases	Method A. Lump Sum	\$52,500
Construction Document Website Fee	Direct Reimbursement (estimated)	\$3500 (estimated)
RPR Services	Method B. Standard Hourly Rates + Reimbursable Expenses	\$37,920 (estimated; approx. 240 hrs)
Permit Fee	Direct Reimbursement	To Be Determined
Additional Services		To Be Determined, if needed

Notes:

- (1) Method A Lump Sum fees noted above include appropriate amounts for direct expenses for each item.
- (2) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts.
- (3) Total lump sum fee is \$65,000.

5. Engineer's Consultants:

- (1) Electrical & Mechanical - KCL Engineering
- (2) RPR - Schemmer
- (3) Additional consultants may be utilized at discretion of Engineer

6. Engineer's Liability:

- 1) *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for this Task Order.
- 2) *Exclusion of Special, Incidental, Indirect and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- 3) *Extension of Protection.* The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

Task Order No. SENE2023A.1

- 7. **Other Modifications to Master Agreement** - The term of the Master Agreement is hereby extended to the completion date of the work under this Task Order if that should extend beyond the current term of the Agreement.
- 8. **Attachments** - None
- 9. **Documents Incorporated By Reference** - None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 2, 2024.

Owner

Signature Date

Name

Title

Authorized Representative for Task Order:

Name

Title

Address

E-Mail Address

Phone

Fax

Engineer

adl 6/29/24
Signature Date

Adib Amini, Ph.D., PE, ENV SP, BCEE
Name

Principal
Title

Authorized Representative for Task Order:

Adib Amini, Ph.D., PE, ENV SP, BCEE
Name

Principal / Project Manager
Title

1333 Buckeye Ave #1043, Ames, IA 50010
Address

aa@purposeas.com
E-Mail Address

515-809-2020
Phone

Fax

- C. Consideration and Approval of Bid Documents of General Contractor Services for the 2024 Water Treatment Plant Reverse Osmosis Improvements Project and Authorize the City to Seek Bids

Request to Advertise

To: City Council, City of Seward, Nebraska
From: Purpose Associates, Engineering Consultants
Date: June 24, 2024
Project: 2024 Reverse Osmosis Improvements
Engineer's Project Number: SENE2023A

Purpose Associates would like to submit a request to advertise for General Contractor bids for the 2024 Reverse Osmosis Improvements project. This project involves design and construction of an additional Reverse Osmosis skid to expand the capacity of Seward's existing water treatment facility, bringing it up to the maximum capacity that the existing facility was originally designed for. This is meant to meet city's rising water demands.

We recently held a successful bid for Procurement of major equipment for this project. The upcoming bid will be for a General Contractor who will install the major equipment being procured, as well as other equipment and piping required to provide a complete and operable system.

Procurement of the equipment, separate from the construction contract, is intended to increase the likelihood that the City receives high quality equipment that meets their needs, likely allowing for more control over equipment selection, review, etc. while also increasing the likelihood that the equipment will be delivered in a timely manner, so as to allow construction to be completed by May of 2025, before water demands go up in the Summer months.

We request to publish the attached public notice in the Seward Independent on July 10, 17, and 24, 2024.

Sealed proposals for the Project will be received by the City of Seward, Nebraska, at City Hall until Friday July 26, 2024 at 2:00 PM local time. At that time, the Bids received will be publicly opened and read, in-person.

A memo of recommendation for General Contractor selection will be sent to the City Council ahead of the August 6th Council Meeting so that the contract can be awarded at that meeting.

The opinion of Probable Cost for the General Contractor portion of the project is estimated at approximately \$620,000. This is intended to be a conservative estimate and includes a 20% contingency. Note that there is some uncertainty due to the current bidding climate where contractors typically have a lot of work. Furthermore, the tight construction schedule can potentially affect the bidding cost.

If you have any questions, please feel free to contact me at any time.

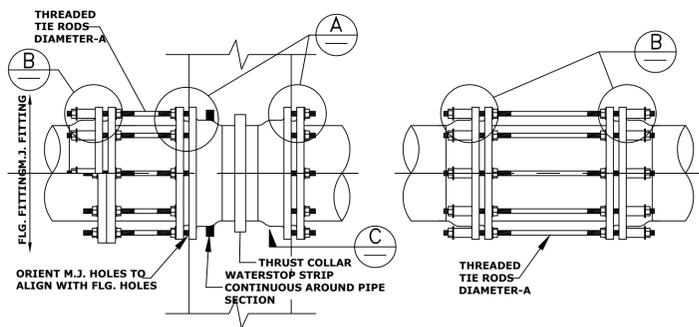
Best,

Dr. Adib Amini, Ph.D., PE, ENV SP, BCEE
CEO, Purpose Associates
aa@purposeas.com

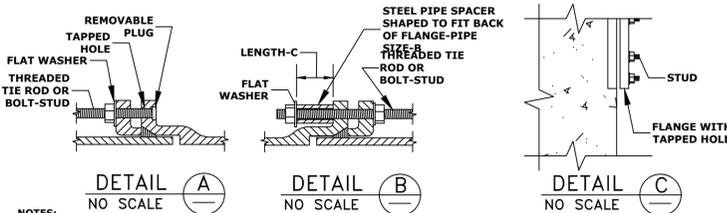
Opinion of Probable Cost

2024 Reverse Osmosis Improvements Project

Item	Cost
Reverse Osmosis System	\$ 666,109
Install	200,000
Mobilization/Demob, submittals, software, etc.	77,000
Process Modifications	87,000
Electrical Modifications	71,000
Architectural Modifications	13,000
Resident Project Representative	38,000
Subtotal	\$ 1,152,109
Undefined Scope (Contingency)	173,000
Subtotal	\$ 1,325,109
Engineering	202,500
Other Admin, Printing, Etc	9,000
Total Opinion of Probable Cost (OPC)	\$ 1,537,000



PIPE SIZE	A TIE ROD DIAMETER	B SPACER NOM. DIA.	C SPACER LENGTH	NO. OF TIE RODS
4" TO 12"	5/8"	3/4"	2.1/2"	2
14" TO 24"	5/8"	3/4"	3.1/2"	NOTE 3
30" & 36"	7/8"	1"	4"	6
42" & 48"	1.1/8"	1.1/4"	4"	6



- NOTES:**
- EXCEPT WHERE TIE RODS ARE REQUIRED, BOLTS FOR FOLLOWER RINGS SHALL BE BOLT-STUDS ON WALL PIPES AND TEE HEAD BOLTS IN OTHER LOCATIONS.
 - ALL BOLT HOLES IN WALL PIPES SHALL BE TAPPED AND SIZED IN ACCORDANCE WITH COLUMN A. WALL PIPES SHALL BE ORIENTED SUCH THAT THE BOLT HOLES STRADDLE THE TOP (SIDE IN VERTICAL PIPING) CENTERLINE.
 - 14" PIPE SHALL USE A MINIMUM OF 2 TIE RODS & 16" - 24" PIPE SHALL USE A MINIMUM OF 4 TIE RODS.
 - DETAIL FOR FLANGED FITTING WITH M.J. WALL CASTING APPLIES ONLY TO 8" & SMALLER PIPING UNLESS SPECIAL PROVISION IS MADE TO MATCH BOLT CIRCLE DIAMETER & TIE ROD DIAMETER.
 - CONTRACTOR MAY ALSO PLACE PIPES THROUGH P.C.C. WALLS & FLOORS IN A BOX-OUT AS LONG AS THE BOX-OUT IS PROPERLY WATERSTOPPED AND THE PIPE HAS THE 1 1/2" COLLAR IN THE CENTER OF THE WALL. CORE DRILLED HOLES SEALED WITH LINK SEAL AND NON-SHRINK GROUT MAY ALSO BE USED FOR SINGLE PIPE 3" OR SMALLER.
 - REFER TO SPECIFICATION 01800 FOR DETAILED SCHEDULE OF OPENINGS AND PENETRATIONS.
 - WATER STOP STRIP ONLY USED ON 24" AND LARGER PIPE.

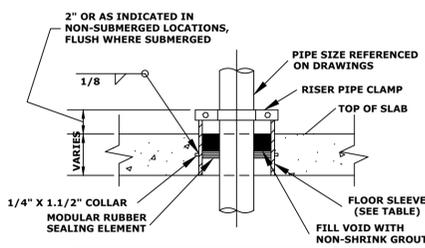
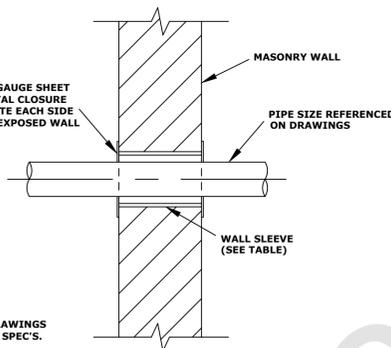
D.I.P. WALL PIPE & MECHANICAL JOINTS WITH TIE RODS (1) NO SCALE

PIPE SIZE	SLEEVE SIZE (UNLESS OTHERWISE INDICATED)
1" & SMALLER	3" (1)
1.1/4" & 1.1/2"	3.1/2" (1)
2"	4" (1)
3"	6" (1), (3)
4"	6" (1), (3)
6"	8" (1), (3)
8" & LARGER	PIPE O.D. + 2"Ø (2), (3)

- (1) SCH. 40 STEEL PIPE
 (2) STEEL PIPE, 1/4" MIN. WALL THICKNESS
 (3) IF PIPE IS FLANGED, USE SLEEVE LARGE ENOUGH FOR FLANGE TO PASS THROUGH

NOTE:
 WHERE INDICATED ON THE DRAWINGS PROVIDE GASTIGHT SEAL. SEE SPECS.

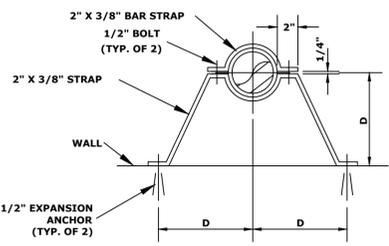
MASONRY WALL SLEEVE (5) NO SCALE



PIPE SIZE	SLEEVE SIZE (UNLESS OTHERWISE INDICATED)
1" & SMALLER	3" (1)
1.1/4" & 1.1/2"	3.1/2" (1)
2"	4" (1)
3"	6" (1), (3)
4"	6" (1), (3)
6"	8" (1), (3)
8" & LARGER	PIPE O.D. + 2"Ø (2)

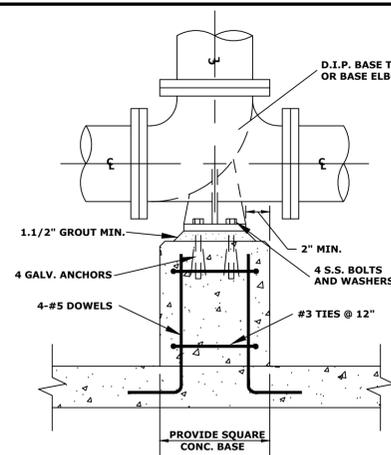
- (1) SCH. 40 STD. STEEL PIPE
 (2) STEEL PIPE, 1/4" WALL

FLOOR SLEEVE (9) NO SCALE

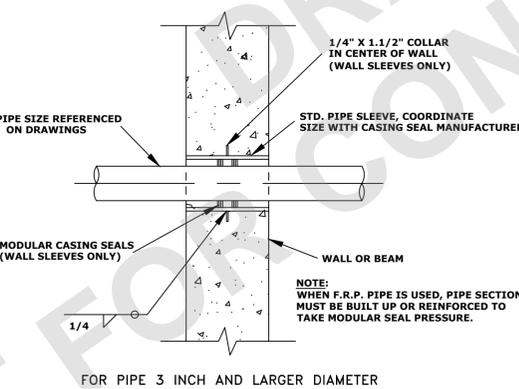
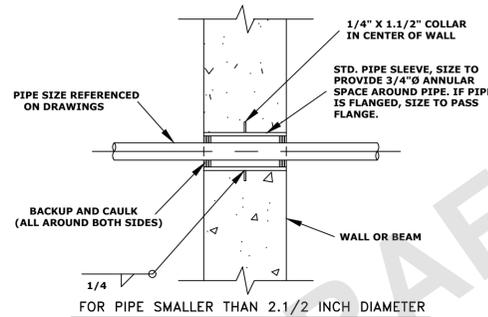


NOTE:
 D-DISTANCE FROM WALL SHOWN ON PLAN OR SECTION.

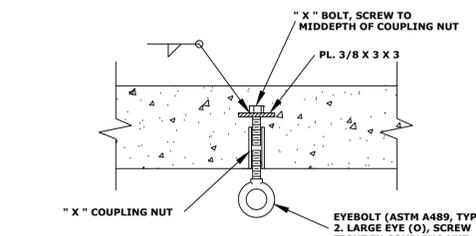
VERTICAL PIPE SUPPORT (10) NO SCALE



CAST IRON PIPE BASE TEE OR BASE ELBOW (2) NO SCALE

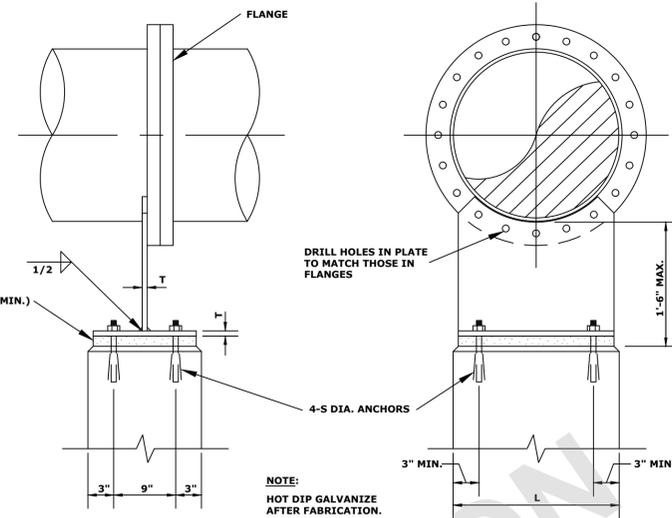


CONCRETE WALL OR BEAM SLEEVE (6) NO SCALE



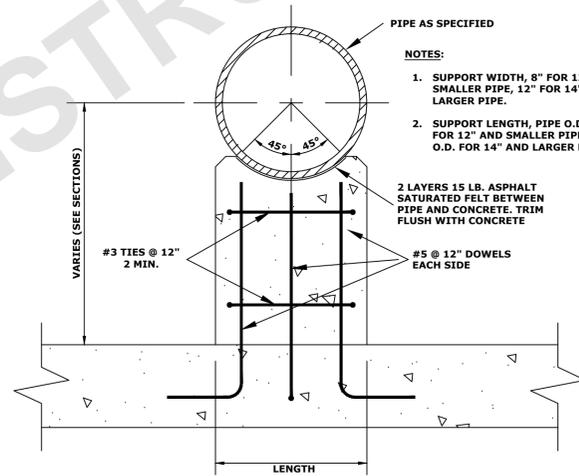
BOLT SIZE DIA. X LENGTH (IN.)	SLAB THICKNESS IN. (MINIMUM)	PL. EMBEDDED DEPTH IN. (MINIMUM)	COUPLING NUT SIZE DIA. X LENGTH IN.	EYEBOLT SIZE IN.
3/4" X 3.1/4"	6	4	3/4" X 2.1/4"	3/4"
3/4" X 5.1/4"	8	6	3/4" X 2.1/4"	3/4"
1" X 5"	8	6	1" X 3"	1"

TYPICAL EYEBOLT (11) NO SCALE

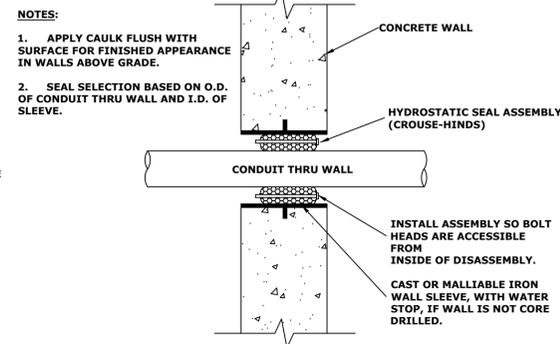


PIPE SIZE	T	S	L
< 24"	3/4"	5/8"	PIPE O.D.
24"-48"	1"	3/4"	PIPE O.D.
48">	1.1/4"	1"	PIPE O.D. LESS 6"

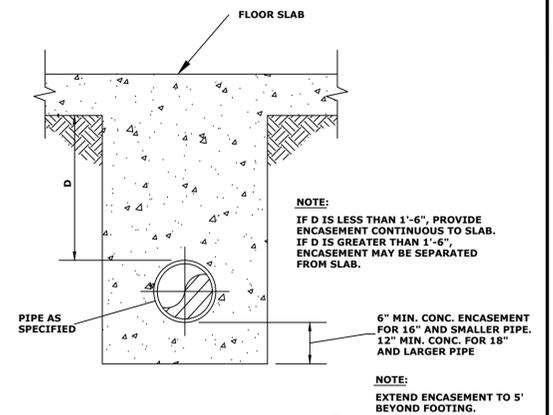
STEEL PIPE SUPPORT (3) NO SCALE



CONCRETE PIPE SUPPORT (7) NO SCALE

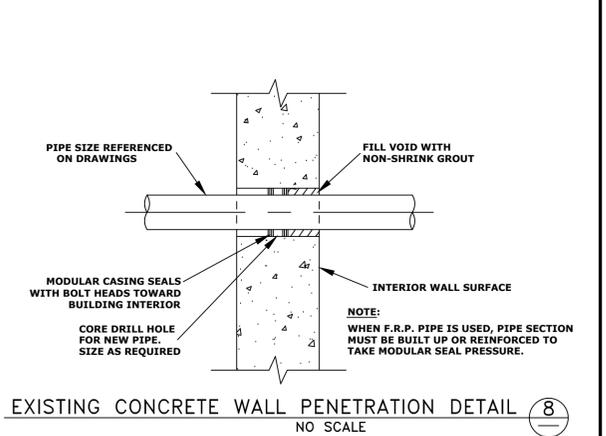


CONDUIT EXTERIOR WALL PENETRATION (12) NO SCALE

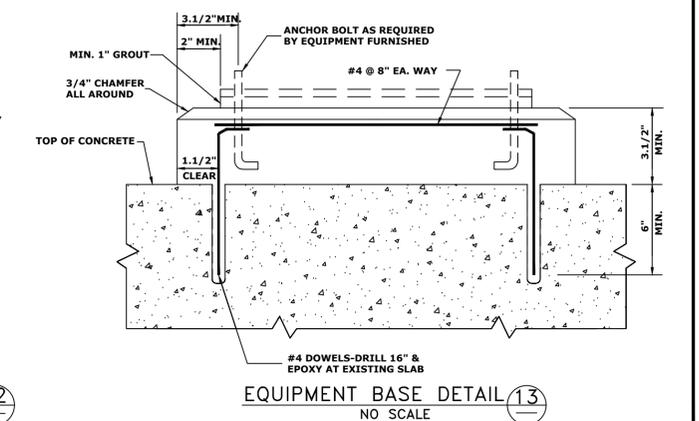


CONCRETE ENCASUREMENT (4) NO SCALE

- USE THIS DETAIL WHEN CALLED FOR ON PLANS -



EXISTING CONCRETE WALL PENETRATION DETAIL (8) NO SCALE



EQUIPMENT BASE DETAIL (13) NO SCALE

DATE	BY	DESIGNED	DRAWN	CHECKED	LAST UPDATE
	PRL	PRL	PRL		4/25/2020

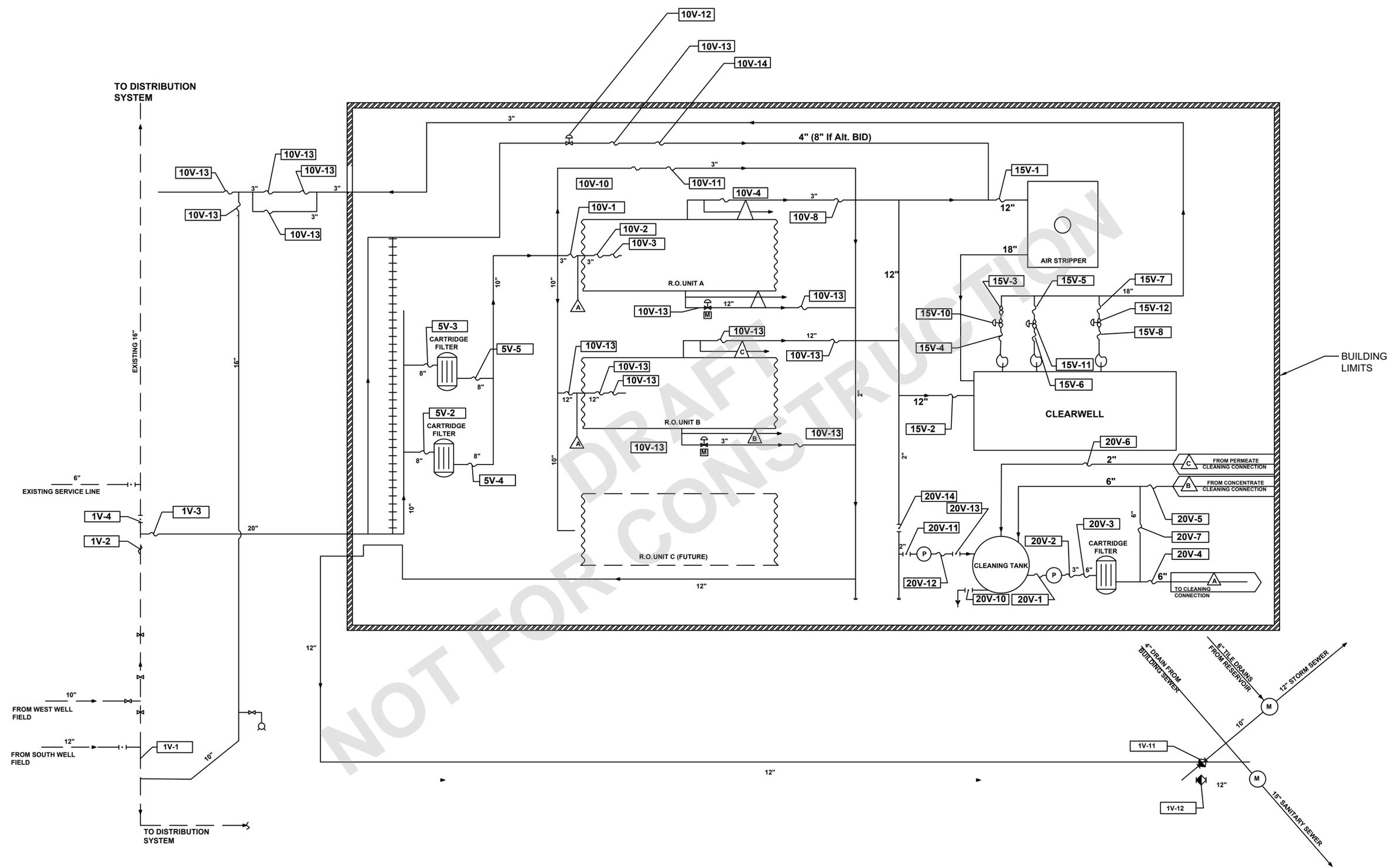
REVISION	DATE

Purpose Associates
 1333 Buckeye Ave #1043
 Ames, Iowa 50010
 Phone: (515) 809-2020
 info@purposeas.com



STANDARD DETAILS
 2024 REVERSE OSMOSIS IMPROVEMENTS
 CITY OF SEWARD
 SEWARD, NEBRASKA

PROJECT NO.
 SENE2023A
 SHEET
 G004



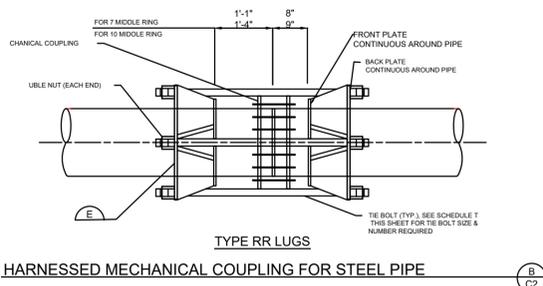
REVISION	DATE	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE

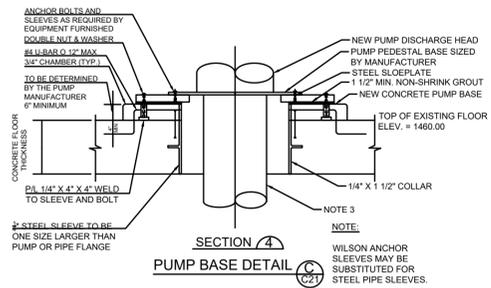
Purpose Associates
 1333 Buckeye Ave #1043
 Ames, Iowa 50010
 Phone: (515) 809-2020
 info@purposeas.com

PURPOSE
 Process Schematic
 2024 REVERSE OSMOSIS IMPROVEMENTS
 CITY OF SEWARD
 SEWARD, NEBRASKA

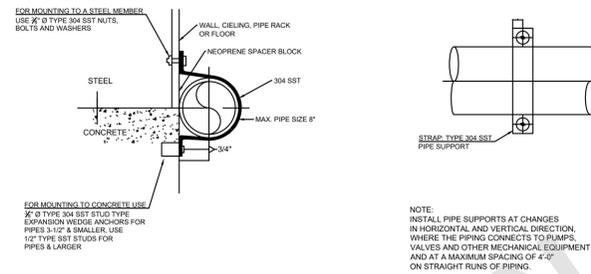
PROJECT NO. SENE2023A
 SHEET P001



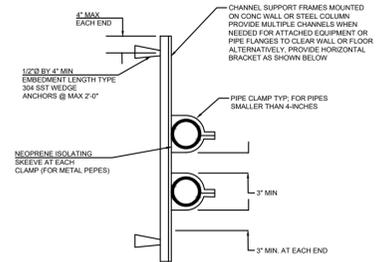
TYPE RR LUGS
HARNESSED MECHANICAL COUPLING FOR STEEL PIPE



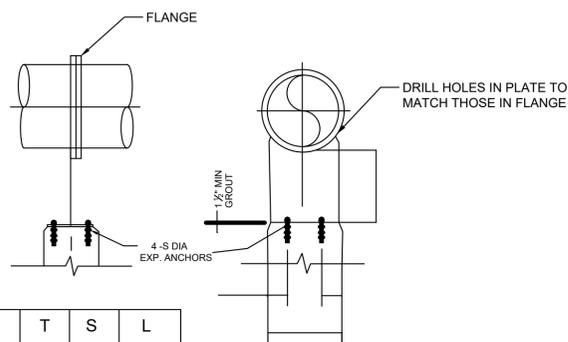
SECTION 4
PUMP BASE DETAIL



ALTERNATE 1

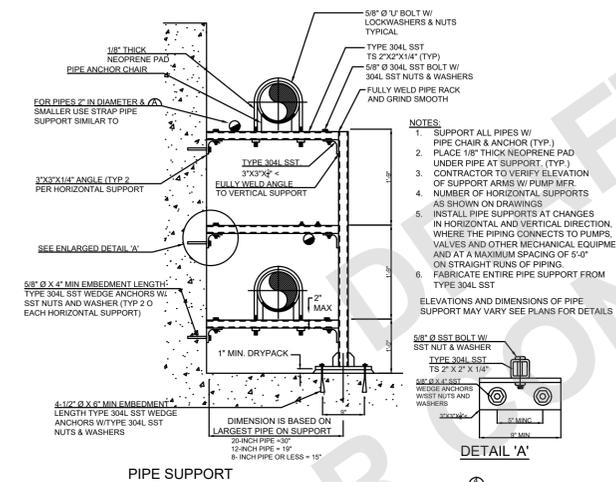


ALTERNATE 2

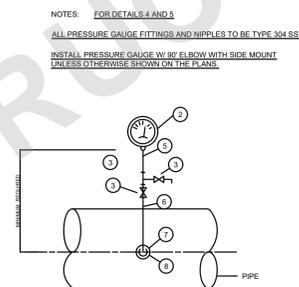


PIPE SIZE	T	S	L
<24"	3/4"	5/8"	PIPE 00
24"-48"	1"	3/4"	PIPE 00
48"	1 1/4"	1"	PIPE 00 LESS 6"

PIPE SUPPORT DETAIL
NO SCALE



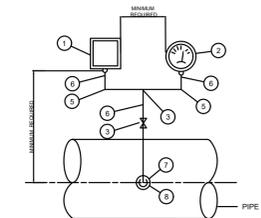
PIPE SUPPORT



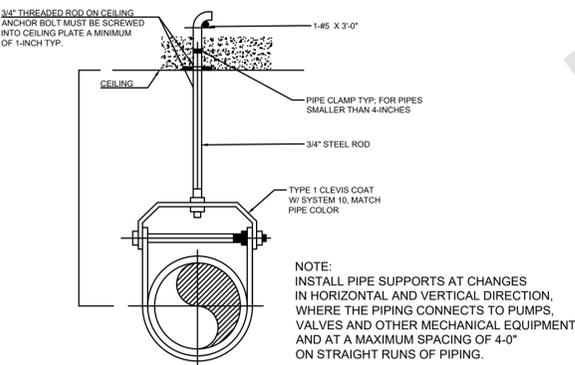
PRESSURE GAUGE AND SWITCH
NOT TO SCALE

MATERIALS LIST

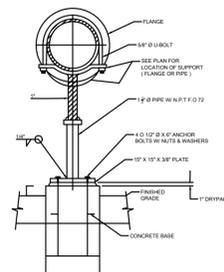
- ① PRESSURE SWITCH 1
- ② PRESSURE GAUGES SHALL BE TYPE 7 2 UNLESS OTHERWISE NOTED ON THE DRAWINGS
- ③ 1/2" TYPE 32R BALL VALVE 3
- ④ 1/2" TYPE 316 SST TEE 4
- ⑤ 1/2" 90° TYPE 316 SST ELBOW
- ⑥ 1/2" TYPE 316 SST PIPING AND FITTINGS
- ⑦ 3/4" OUTLET W/ INSULATED UNION
- ⑧ 3/4" x 1/2" BUSHING



PRESSURE GAUGE AND SWITCH
NOT TO SCALE



TYPE 1 PIPE HANGER
NOT TO SCALE



NOTES:
ONSTRUCT ENTIRE PIPE SUPPORT FROM TYPE 304L SST.
ISTALL PIPE SUPPORTS AT CHANGES IN HORIZONTAL AND
ERTICAL DIRECTION, WHERE THE PIPING CONNECTS TO PUMPS,
ALVES AND OTHER MECHANICAL EQUIPMENT AND AT A MAX.
PACING OF 4-0" ON STRAIGHT RUNS OF PIPING.

TYPE 1 PIPE HANGER

DATE	BY	DESIGNED	DRAWN	CHECKED	LAST UPDATE
	PRL				4/25/2024

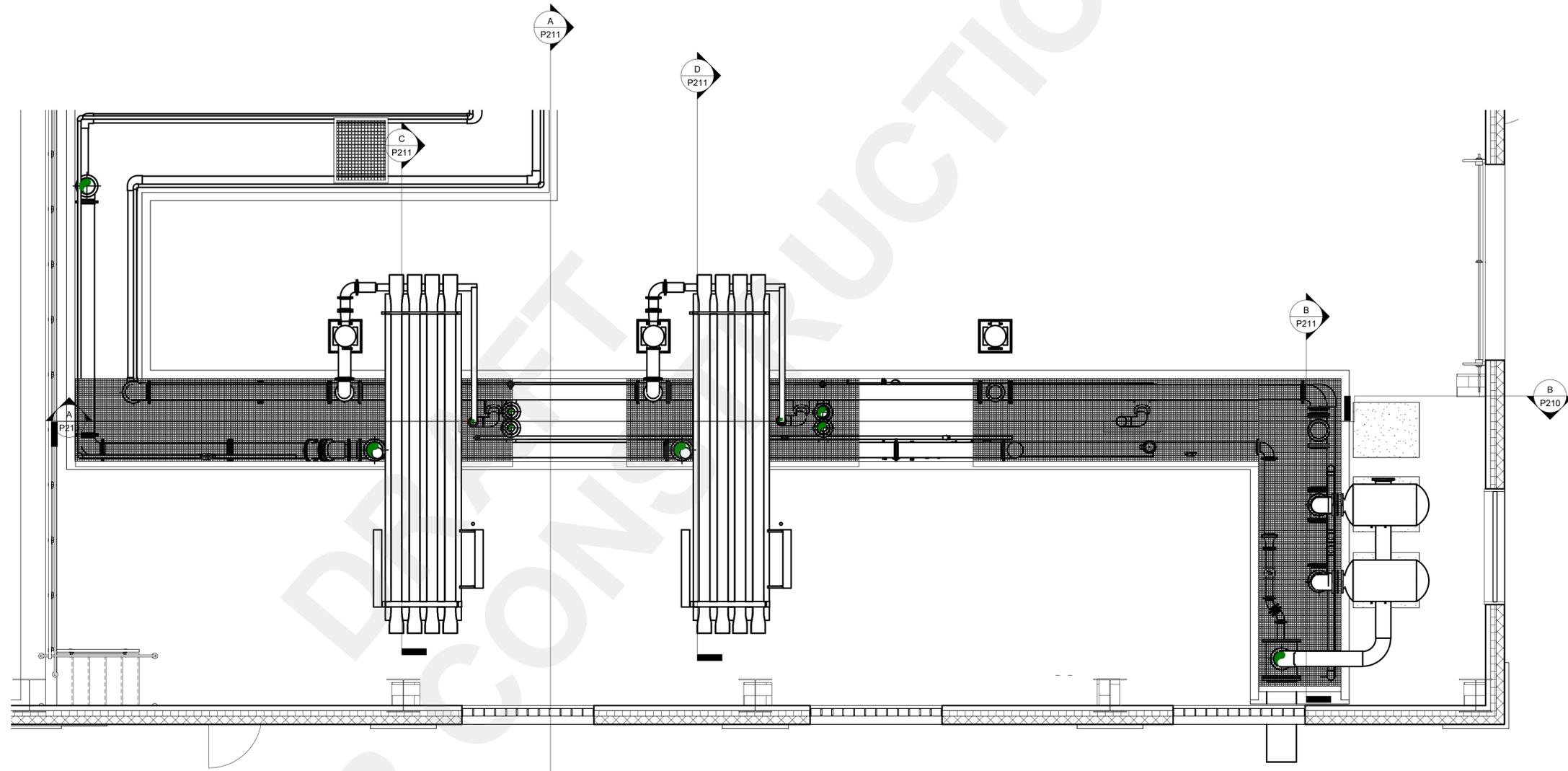
DATE	REVISION

Purpose Associates
1333 Buckeye Ave #1043
Ames, Iowa 50010
Phone: (515) 809-2020
info@purposeas.com



Process Details
2024 REVERSE OSMOSIS IMPROVEMENTS
CITY OF SEWARD
SEWARD, NEBRASKA

PROJECT NO.
SENE2023A
SHEET
P002



1 Plan View (Existing)
1/4" = 1'-0"

Note: All dimensions, locations, and existing system information shall be field verified. Dimensions of new and existing RO skids may differ from drawings and shall be verified.

REVISION	DATE	BY	DATE
		DESIGNED: PEO	
		DRAWN: PEO	
		CHECKED: PEO	
		LAST UPDATE: 04/21/24	

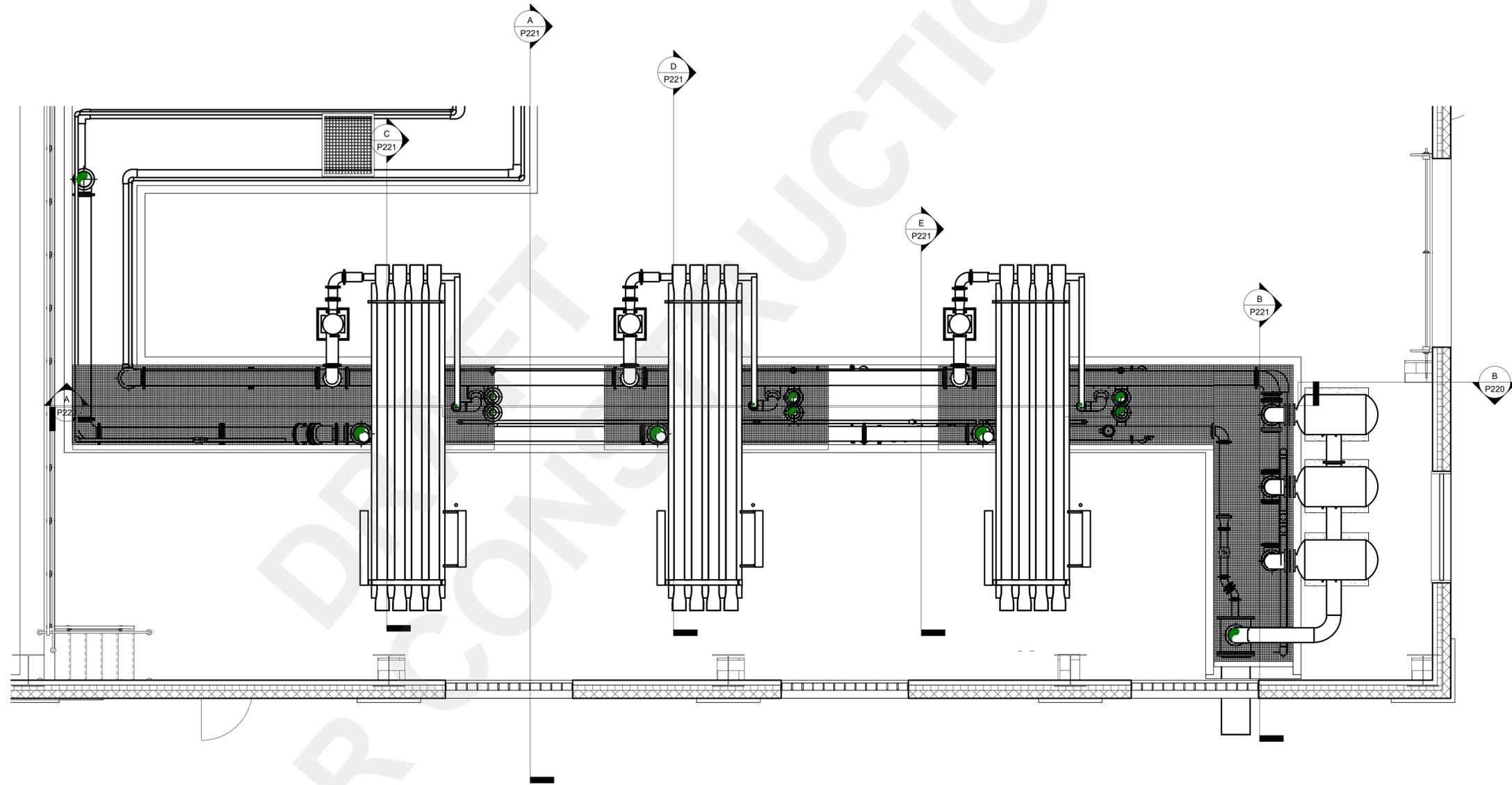
Purpose Associates
Ames, Iowa 50010
Phone: (515)809-2020
info@purposeas.com



PLAN VIEW (EXISTING)
2024 REVERSE OSMOSIS IMPROVEMENTS
CITY OF SEWARD
SEWARD, NEBRASKA

PROJECT NO.
SENE2023A

SHEET
P110

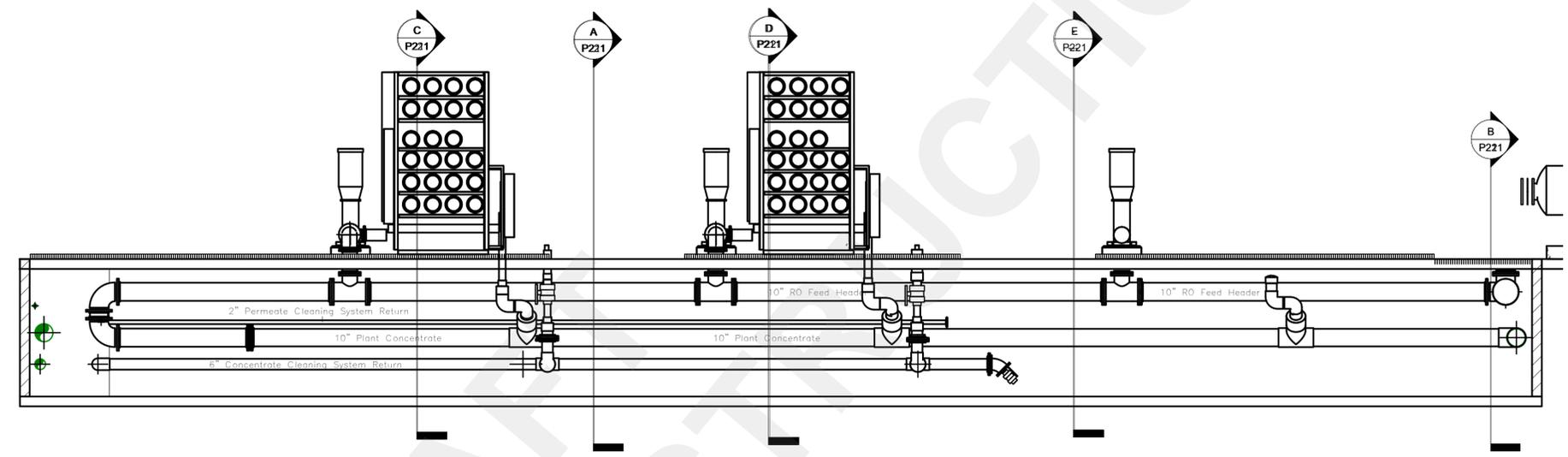


Note: All dimensions, locations, and existing system information shall be field verified. Dimensions of new and existing RO skids may differ from drawings and shall be verified.

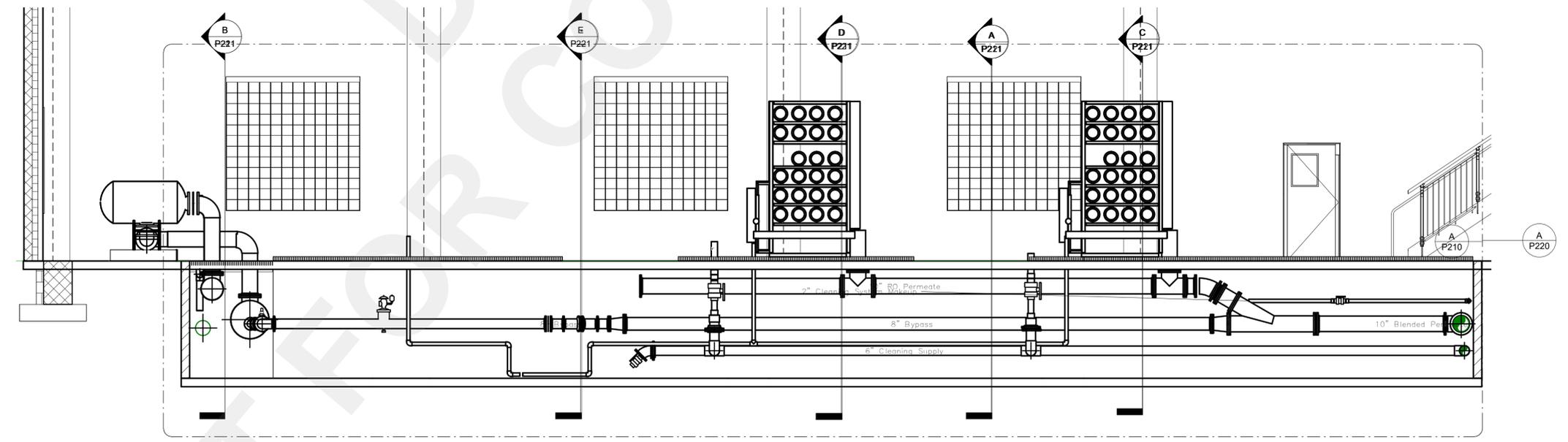
1 Plan View (Modifications)
1/4" = 1'-0"

PROJECT NO.	SENE2023A
SHEET	P120
PLANNING (MODIFICATIONS)	2024 REVERSE OSMOSIS IMPROVEMENTS
	CITY OF SEWARD
	SEWARD, NEBRASKA
	
Purpose Associates Ames, Iowa 50010 Phone: (515)809-2020 info@purposeas.com	
DATE	
REVISION	
DESIGNED: PEO	BY: PEO
DRAWN: PEO	CHECKED: PEO
	LAST UPDATE: 04/21/24

Note: All dimensions, locations, and existing system information shall be field verified. Dimensions of new and existing RO skids may differ from drawings and shall be verified.



A East View (Existing)
1/4" = 1'-0"



B West View (Existing)
1/4" = 1'-0"

DATE	REVISION	BY	DATE
		DESIGNED: PEO	
		DRAWN: PEO	
		CHECKED:	
		LAST UPDATE: 04/21/24	

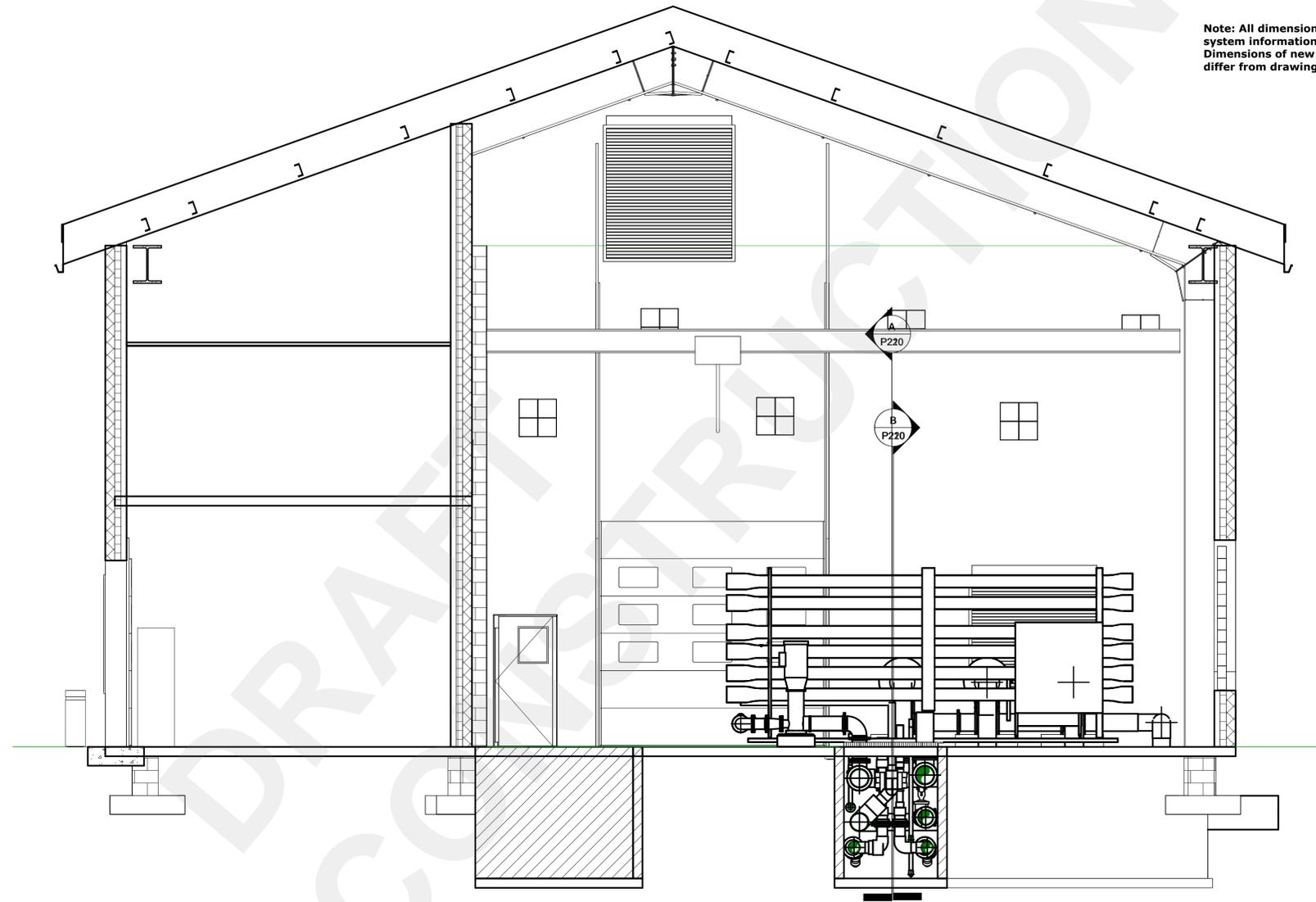
Purpose Associates
Ames, Iowa 50010
Phone: (515)809-2020
info@purposeas.com



SECTION VIEWS (EXISTING)
2024 REVERSE OSMOSIS IMPROVEMENTS
CITY OF SEWARD
SEWARD, NEBRASKA

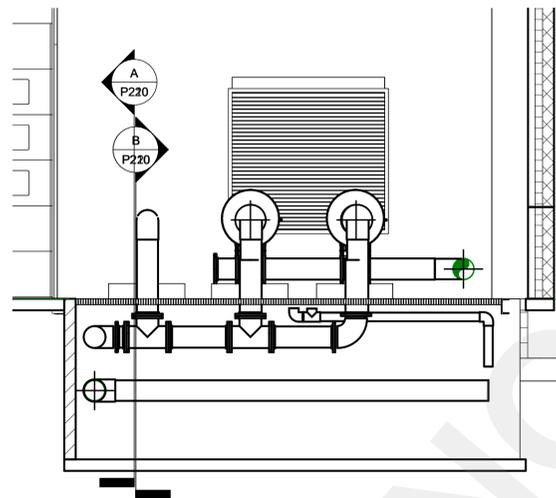
PROJECT NO.
SENE2023A

SHEET
P210

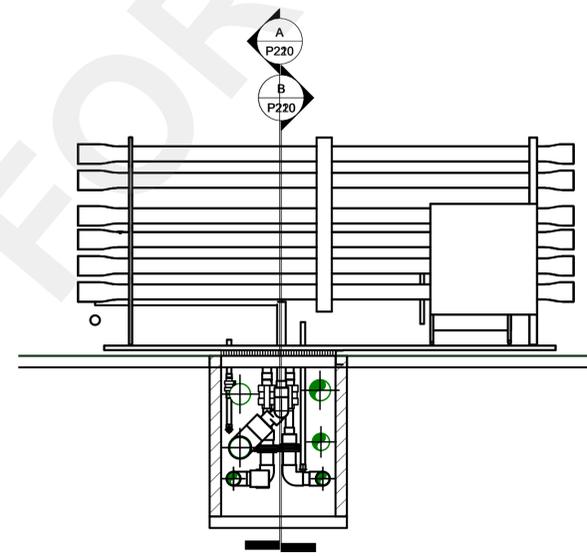


Note: All dimensions, locations, and existing system information shall be field verified. Dimensions of new and existing RO skids may differ from drawings and shall be verified.

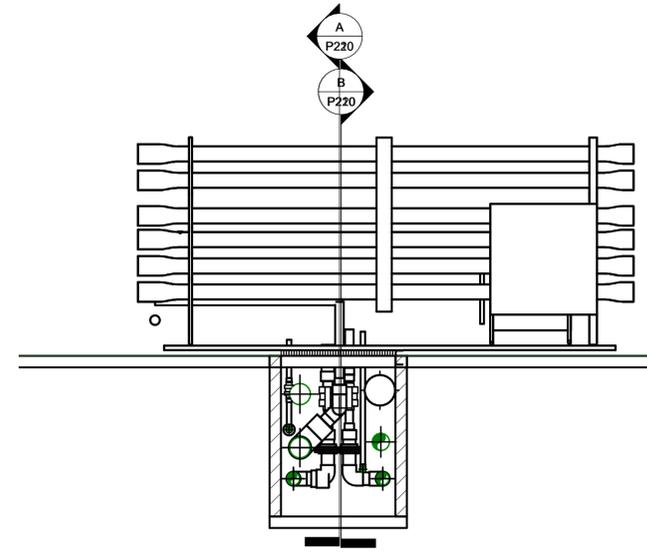
A Section A (Existing)
1/4" = 1'-0"



B Section B (Existing)
1/4" = 1'-0"



C Section C (Existing)
1/4" = 1'-0"



D Section D (Existing)
1/4" = 1'-0"

DATE	REVISION	BY	DATE
		DESIGNED: PEO	
		DRAWN: PEO	
		CHECKED:	
		LAST UPDATE: 04/21/24	

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Ames, Iowa 50010
Phone: (515)809-2020
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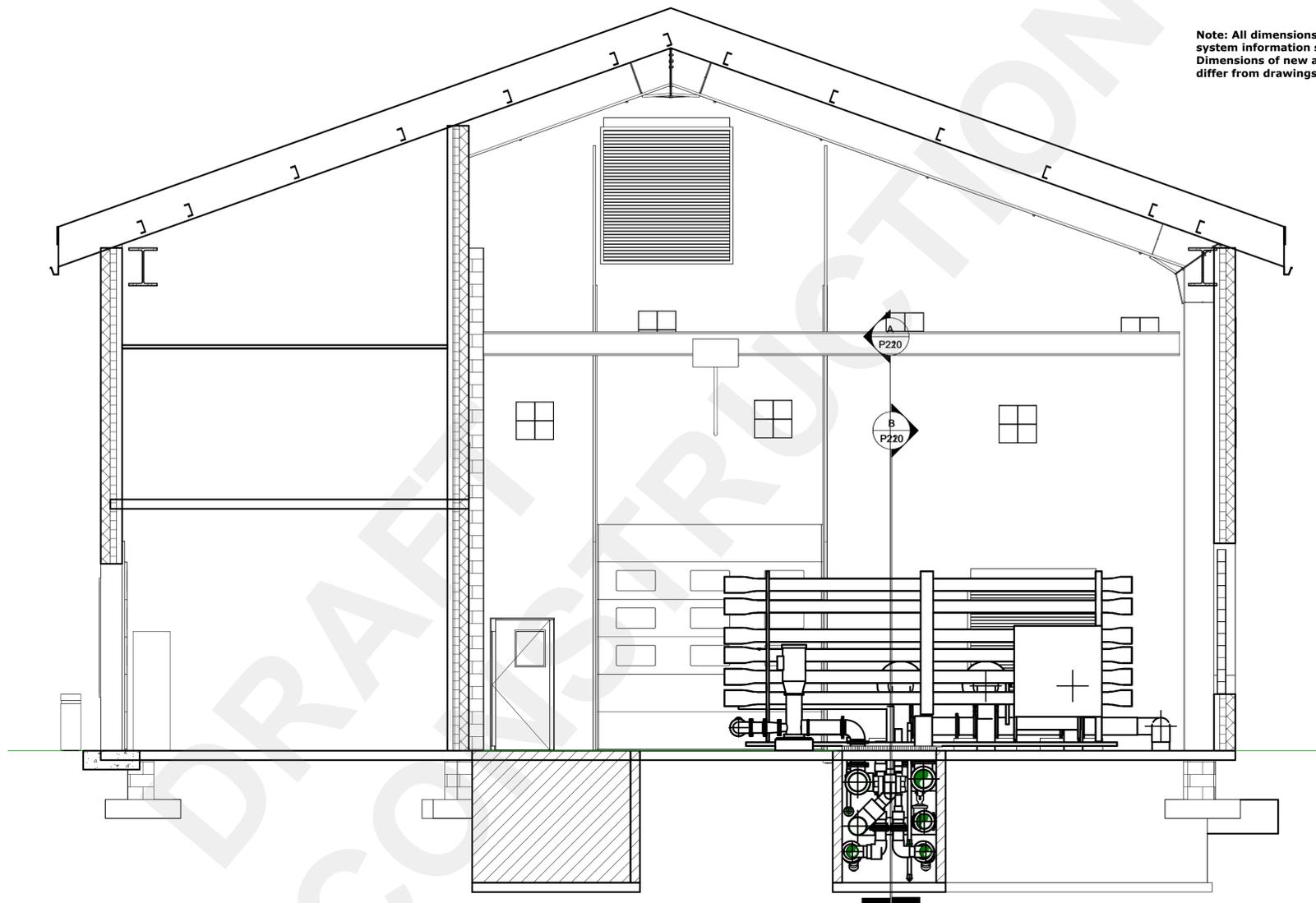


SECTION VIEWS (EXISTING, CONTINUED)
2024 REVERSE OSMOSIS IMPROVEMENTS
CITY OF SEWARD
SEWARD, NEBRASKA

PROJECT NO.
SENE2023A

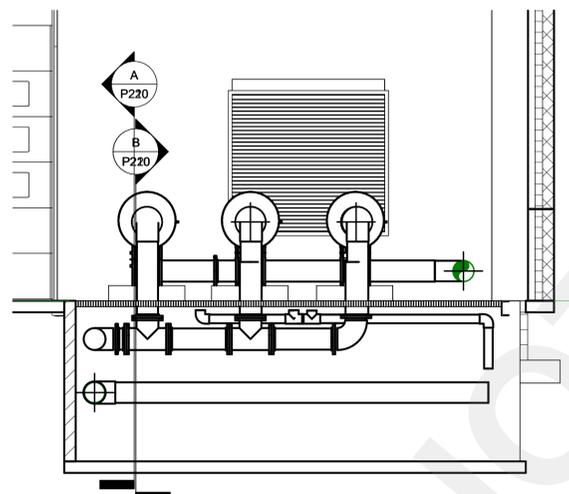
SHEET

P211

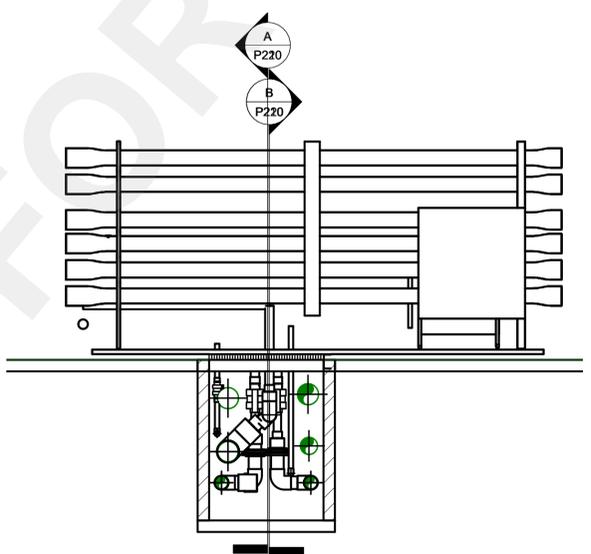


Note: All dimensions, locations, and existing system information shall be field verified. Dimensions of new and existing RO skids may differ from drawings and shall be verified.

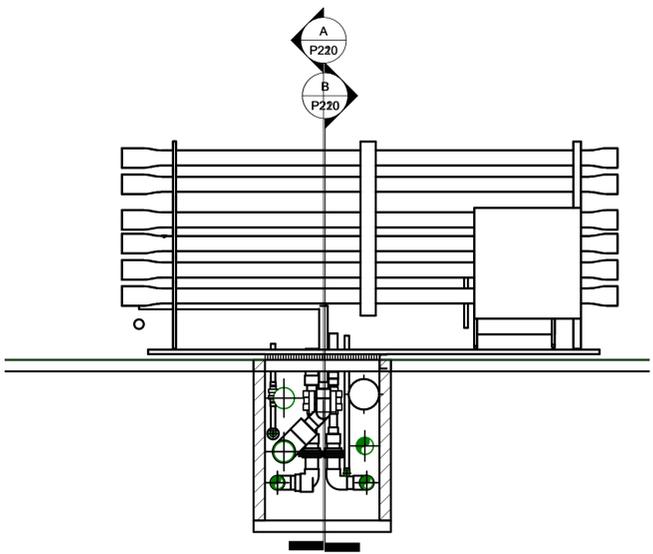
A Section A (Modifications)
1/4" = 1'-0"



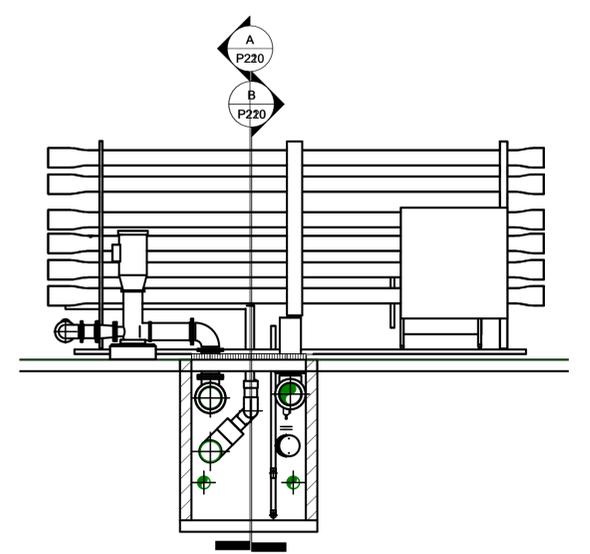
B Section B (Modifications)
1/4" = 1'-0"



C Section C (Modifications)
1/4" = 1'-0"



D Section D (Modifications)
1/4" = 1'-0"



E Section E (Modifications)
1/4" = 1'-0"

DATE	REVISION	BY	DATE
		DESIGNED: PEO	
		DRAWN: PEO	
		CHECKED:	
		LAST UPDATE: 04/21/24	

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Ames, Iowa 50010
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info@purposeas.com

PURPOSE

SECTION VIEWS (MODIFICATIONS, CONT'D)
2024 REVERSE OSMOSIS IMPROVEMENTS
CITY OF SEWARD
SEWARD, NEBRASKA

PROJECT NO.
SENE2023A

SHEET
P221

BRANCH PANEL: A											
LOCATION:			VOLTAGE: 120/208 WYE			SCCR RATING:					
SUPPLY FROM:			PHASES: 3			MAINS TYPE: MCB					
MOUNTING: SURFACE			WIRES: 4			MAINS RATING: 225 A					
ENCLOSURE: TYPE 1						MCB RATING: 225 A					
NOTES:											
CIRCUIT DESCRIPTION	P	AMP	CKT NO	A	B	C	CKT NO	AMP	P	CIRCUIT DESCRIPTION	
GARAGE DOOR (EXISTING)	1	-- 20 A	1	0	0		2	20 A	-- 1	FLUORIDE BLOWER (EXISTING)	
GARAGE DOOR (EXISTING)	1	-- 20 A	3		0	0	4	20 A	-- 1	SPARE	
PRODUCT ROM LIGHTS (EXISTING)	2	-- 20 A	5				6	20 A	-- 1	GEN ROOM RECEIPT (EXISTING)	
			7	0	0		8	20 A	-- 1	RESTROOM RECEIPT (EXISTING)	
GEN ROOM HEATER (EXISTING)	2	-- 20 A	9		0	0	10	20 A	-- 1	RO TRAIN B CONTROLLER (EXISTING)	
			11			0	0	12	20 A	-- 1	EXTERIOR LIGHTS (EXISTING)
TRANSFER PUMP (EXISTING)	1	-- 20 A	13	0	0		14	20 A	-- 2	GEN HEATER/CHARGER (EXISTING)	
SPARE	1	-- 20 A	15		0	0	16				
SPARE	1	-- 20 A	17			0	18	20 A	-- 1	SPARE	
FCU-3 (EXISTING)	3	-- 100 A	19	0	0		20				
			21		0	0	22	40 A	-- 3	FORKLIFT CHARGER (EXISTING)	
WATER HEATER (EXISTING)	2	-- 60 A	23			0	24	20 A	-- 1	PRODUCT ROOM RECEIPTS S & W (EXISTING)	
			25	0	0		26	20 A	-- 1	PRODUCT ROOM RECEIPTS N (EXISTING)	
SPARE	1	-- 20 A	29			0	30				
SPARE	1	-- 20 A	31	0			32				
RO TRAIN C VALVE	1	20 A	33		0		34				
RO TRAIN C VALVE	1	20 A	35			0	36				
			37				38				
			39				40				
			41				42				
				0 VA	0 VA	0 VA					
				0 A	0 A	0 A					

LEGEND:
 "G" INDICATES GFCI TYPE BREAKER, "L" INDICATES PROVIDE LOCKABLE HASP
 "F" INDICATES RED LOCK-ON HASP

LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	ESTIMATED DEMAND	PANEL TOTALS
POWER	0 VA	0.00%	0 VA	
				TOTAL CONN. LOAD: 0 VA
				TOTAL EST. DEMAND: 0 VA
				TOTAL CONN.: 0 A
				TOTAL EST. DEMAND: 0 A

NOTES:

EQUIPMENT CONNECTION SCHEDULE

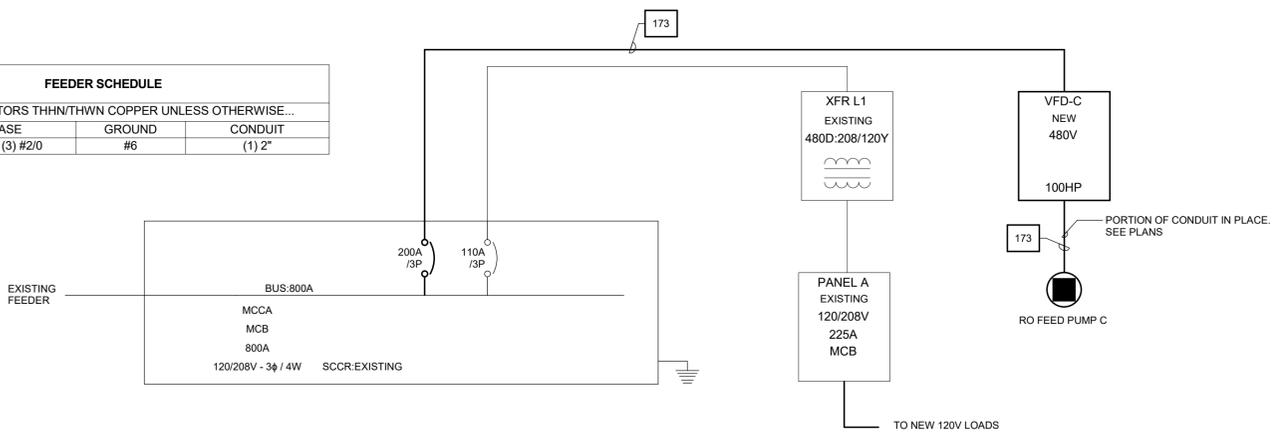
GENERAL NOTES:
 1. INCLUDE AUXILIARY CONTACTS AND LOW-VOLTAGE WIRING TO AUXILIARY EQUIPMENT THAT RUNS IN TANDEM WITH EQUIPMENT, (I.E. 120V DAMPERS WITH 480V MOTORS).

ABBREVIATIONS:

1 NEMA 1 ENCLOSURE	INT INTEGRAL WITH EQUIPMENT FROM FACTORY
3R NEMA 3R ENCLOSURE	MMS MANUAL MOTOR STARTER WITH FUSES
4 NEMA 4 ENCLOSURE	NFD NON-FUSED DISCONNECT SWITCH, HEAVY DUTY
4X NEMA 4X ENCLOSURE	RD RETURN AIR DUCT DETECTOR
BO PROVIDED BY OTHERS	RSR RUN STATUS RELAY, NORMALLY OPEN
CB CIRCUIT BREAKER IN PANEL	SD SUPPLY AIR DUCT DETECTOR
CSD COMBINATION STARTER/DISCONNECT	SSP START/STOP PUSHBUTTON WITH PILOT
CP CORD AND PLUG PROVIDED WITH UNIT	SS START/STOP PUSHBUTTON
ECB ENCLOSED CIRCUIT BREAKER	ST SHUNT TRIP
FAR FIRE ALARM SHUTDOWN RELAY	TOR TIME DELAY OFF RELAY
FDS FUSED DISCONNECT SWITCH, HEAVY DUTY	TS TOGGLE SWITCH WITH PLUG FUSE
GF GROUND FAULT CIRCUIT INTERRUPTION	VFD VARIABLE FREQUENCY DRIVE
HOA HAND-OFF-AUTO	

TAG	ELECTRICAL CHARACTERISTICS		ELECTRICAL CHARACTERISTICS			DISCONNECT			CONTROLS		REMARKS	
	VOLTAGE	PHASE	MOTOR HP	KW	MCA	TYPE	SIZE (AMPS)	NEMA RATING	FUSE SIZE (AMPS)	STARTER		DESCRIPTION
RO FEED PUMP C	480 V	3								VFD	100 HP	SCHNEIDER ELECTRIC ATV660D75T4NGNYBBGF TO MATCH EXISTING. VFD TO HAVE INTEGRAL INDICATOR LIGHTS FOR POWER ON (RED) TRIPPED(YELLOW), AFC RUN(GREEN), MANUAL START/STOP BUTTONS, BYPASS RUN INDICATOR LIGHT (YELLOW), OVERLOAD TRIP INDICATOR LIGHT (YELLOW), HAND-OFF-AUTO SELECTOR SWITCH, BYPASS, SELECTOR SWITCH, TEST/NORMAL SELECTOR SWITCH.
RO FEED PUMP HEATER	120 V	1								-	-	EXISTING WIRING LOCATED IN JUNCTION BOX AT MOTOR PEDESTAL BASE. EXTEND CIRCUIT TO PUMP HEATER AND UPDATE PANEL A SCHEDULE.
RO TRAIN C CONTROL POWER	120 V	1					20	1		-	-	ROUTE NEW CONDUIT FROM STUB-UP LOCATION TO NEW CONTROLLER. CONNECT WITH 120V CIRCUIT AND UPDATE PANEL SCHEDULE A.
RO TRAIN C VALVE	120 V	1								-	-	ROUTE NEW CONDUIT(S). FROM STUB-UP LOCATION TO NEW VALVE CONNECTION. VALVE TO HAVE INTEGRAL ON/OFF DISCONNECT SWITCH.
RO TRAIN C VALVE	120 V	1								-	-	ROUTE NEW CONDUIT(S). FROM STUB-UP LOCATION TO NEW VALVE CONNECTION. VALVE TO HAVE INTEGRAL ON/OFF DISCONNECT SWITCH.

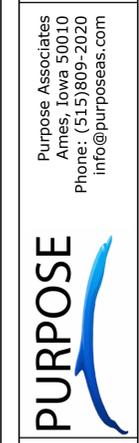
FEEDER SCHEDULE			
NOTE: ALL CONDUCTORS THHN/THWN COPPER UNLESS OTHERWISE...			
TAG	PHASE	GROUND	CONDUIT
173	1-SET (3) #2/0	#6	(1) 2"



① PARTIAL ONE-LINE DIAGRAM
 NOT TO SCALE

DATE	REVISION	BY	DATE
		Designer	
		Author	
		CHECKED	
		LAST UPDATE: 09/26/17	

Purpose Associates
 Ames, Iowa 50010
 Phone: (515)809-2020
 info@purposeas.com



ELECTRICAL SCHEDULES AND DETAILS
 REVERSE OSMOSIS IMPROVEMENTS
 CITY OF SEWARD
 SEWARD, NEBRASKA

PROJECT NO.
 SENE2023A

SHEET
 E3

KCL
 ENGINEERING
 300 4th St
 West Des Moines, IA
 50265
 515-724-7938

**BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS
FOR**

2024 Reverse Osmosis Improvements

Seward, Nebraska

2024

Draft Design Submittal

PURPOSE



**Purpose Associates
1333 Buckeye Ave, #1043
Ames, Iowa 50010
(515) 809-2020**

Project Number SENE2023A

2024 Reverse Osmosis Improvements

Seward, Nebraska

PRELIMINARY

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- 01 20 00 - Base Bid and Adjustment Prices
- 01 33 00 – Submittals
- 01 45 00 – Quality Control
- 01 50 00 – Temporary Facilities
- 01 75 00 – Facility Startup Procedures

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- 09 96 00 – High Performance Coatings

Division 10 - Specialties

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- 40 05 63 – Ball Valves
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- 40 81 00 – Water Plant Disinfection

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PART I - BIDDING REQUIREMENTS

C-111 - Notice to Bidders

C-200 - Instructions to Bidders

C-410 - Bid Form

C-430 - Bid Bond

ADVERTISEMENT FOR BIDS

**2024 REVERSE OSMOSIS IMPROVEMENTS
CITY OF SEWARD
SEWARD, NEBRASKA**

General Notice

The City of Seward (Owner/Buyer) is requesting proposals for the following Project:

**2024 REVERSE OSMOSIS IMPROVEMENTS
CITY OF SEWARD, NEBRASKA**

Sealed bids for the construction of the Project will be received by the City Clerk of the City of Seward, Nebraska, in their office at the City Hall located at 537 Main St, Seward, NE 68434 until July 26, 2024 at 2:00 PM local time. At that time, the Bids received will be publicly opened and read.

Bids may be hand delivered to 537 Main St, Seward, NE 68434 or mailed to PO Box 38, Seward, NE 68434, addressed to Derek Bargmann (City Clerk).

The Project includes the following Work: Addition of a Reverse Osmosis (RO) water treatment system, including membrane pressure vessels, reverse osmosis membranes, cartridge filters and housing, valves and actuators, ancillary systems, instrumentation, controls, and other appurtenances required for a complete and operable system that approximately matches the existing two skids in function, operation, and maintenance as described in the project specifications, replacement of selected small piping and equipment, and associated demolition, piping, electrical, concrete and equipment. This project includes installation and all that is required to make the full system operational. Note that major RO equipment has been pre-procured in a separate contract that will be assigned to the General Contractor who is awarded the present bid.

The method of construction shall be by contract in accordance with the Bidding Requirements and Contract Documents for said improvements approved by the City of Seward.

Bids are requested for the following Contract: 2024 Reverse Osmosis Improvements

Owner anticipates that the Project's total bid price will be approximately \$XXXX.(This does not include the cost of pre-procured RO equipment, the bid price for which was \$XXXX)

Each bid shall be made out on the form furnished by the City of Seward and shall be submitted in a sealed envelope marked, 2024 Reverse Osmosis Improvements, Seward, Nebraska.

Each proposal must be accompanied by a proposal bond in the amount of five percent (5%) of the total amount bid, drawn in favor of the City of Seward, Nebraska. Said check or draft may be cashed or the Bid Bond declared forfeited by the City of Seward, Nebraska as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the General Contractor will be made in cash from the following sources: Cash from any fund of City of Seward, Nebraska, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans. Monthly estimates will be made by the Engineer and payment will be made to the Contractor in the amount of ninety five percent (95%) of said estimate provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. Payments will be begin no earlier than the beginning of the fiscal year: October 1, 2024.

The Owner reserves the right to reject any or all bids and to waive informalities. The Owner reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days from the date of receipt of bids.

Bidders shall not be permitted to withdraw their bids for a period of forty-five (45) days after the same are opened.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Owner and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of two (2) years after completion and acceptance by the Owner.

Bidding Requirements and Contract Documents governing the construction of the proposed improvements have been prepared by Purpose Associates, Ames, Iowa, which documents and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) days from the date of receipt of proposals.

Laws and Regulations

The City of Seward, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, U.S.C. 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to the advertisement, minority business enterprises will be

EJCDC® C-111, Advertisement for Bids

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afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Nondiscrimination In Employment: Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Nebraska law provides that on public improvements a resident bidder shall be allowed preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference so allowed shall be equivalent to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List System web site at <http://www.epls.gov/> will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Contract Times

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed". The "Notice to Proceed" is anticipated to be issued within seven (7) days of the Effective Date of the Agreement. The work shall be substantially completed by April 15, 2024 with final completion by May 15, 2024, subject to any changes granted by the Owner.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.questcdn.com

Prospective bidders may view the digital plan documents for free and must input the Quest eBidDoc Number: **XXXXXX** on the website's project search page. Document download is \$22 and Bid submittal is \$42. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, printing, and working with this digital project information. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is: Purpose Associates, 515-809-2020, info@purposeas.com

Prospective Bidders may download the Bidding Documents from Quest CDN or may examine the Bidding Documents now on file in the office of the City Clerk, City Hall, Seward, Nebraska, and may obtain paper copies of the Bidding Documents by mail from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from other sources.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by mail by paying a deposit of \$250.00 for each set. Bidders who return full sets of the Bidding Documents in good condition within 14 days after Award of Contract will receive a full refund. If all documents are not returned in a reusable condition and within 14 days, the deposit shall be forfeited.

Pre-bid Conference

A pre-bid conference will be held for this project at the City of Seward's water treatment facility at 1460 294th, Seward, NE 68434 Seward, NE on July XX, 2024 at XXXX time.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders 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 which registers plan holders.
1. The Issuing Office for this project is Purpose Associates; telephone 515-809-2020; info@purposeas.com

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder may view the digital plan documents for free and must input the Quest eBidDoc Number: XXXXXX on the website's project search page. Document download is \$22 and Bid submittal is \$42. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, printing, and working with this digital project information. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. Bidders must obtain a complete set of the Contract Documents as listed in the Agreement.
- 2.02 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.03 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.04 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are

complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.05 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is scheduled in concurrence with the pre-bid conference.
- B. All access to the Site other than during the bid-conference must be coordinated through the following Owner or Engineer contact for visiting the Site: **Brandon Koll, Water/Wastewater Director, 402-643-3433**. Bidder must conduct the required Site visit during normal working hours.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and

certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **Purpose Associates, info@purposeas.com, 515-809-2020**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the

Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. with the exception of Base Bid Equipment, which must be pre-approved by Engineer and identified by Addendum.
- 10.02 Base Bid Equipment. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Pre-approval of a product, manufacturer, or supplier in no way removes or reduces the requirement that each item meet the Project Specifications.
- 10.03 Other Materials and Equipment. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.
- 10.04 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS (NOT USED)

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.03 A Bid by a partnership must 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 must be shown.
- 12.04 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.05 A Bid by an individual must show the Bidder’s name and official address.
- 12.06 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.07 All names must be printed below the signatures.
- 12.08 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.10 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.11 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Lump Sum

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

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, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, 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 Owner 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 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid and is in the best interests of the project.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any),

and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is exempt from Nebraska state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 Successful Bidder shall be assigned a Procurement Contract entitled Procurement of Reverse Osmosis Equipment – 2024 Reverse Osmosis Improvements, Seward, Nebraska, in accordance with the provisions in the Procurement Contract. Timing of the assignment is addressed in the Procurement Agreement. Forms documenting the assignment of the Procurement Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Procurement Agreement (also see Addendum 1 of Procurement Documents).

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

This Bid is submitted to:

City Clerk
City of Seward, Nebraska
537 Main St
Seward, NE 68434

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

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has had the opportunity to visit the Site, conduct a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Seward, Nebraska Address <i>(principal place of business)</i> : 537 Main St, Seward, NE 68434	Bid Project <i>(name and location)</i> : 2024 Reverse Osmosis Improvements City of Seward Seward, Nebraska Bid Due Date: July 26, 2024
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PART II - CONTRACT DOCUMENTS

A. Contract Forms

C-520 Agreement Between Owner and Contractor

C-610 - Performance Bond

C-615 - Payment Bond

C-612 - Warranty Bond

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The City of Seward, Nebraska** (“Owner”) and _____ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Addition of a Reverse Osmosis (RO) water treatment system, including membrane pressure vessels, reverse osmosis membranes, cartridge filters and housing, valves and actuators, ancillary systems, instrumentation, controls, and other appurtenances required for a complete and operable system that approximately matches the existing two skids in function, operation, and maintenance as described in the project specifications, replacement of selected small piping and equipment, and associated demolition, piping, electrical, concrete and equipment. This project includes installation and all that is required to make the full system operational. Note that major RO equipment has been pre-procured in a separate contract that will be assigned to the General Contractor who is awarded the present bid.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 Reverse Osmosis Improvements**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Purpose Associates LLC** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Purpose Associates LLC**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **April 15, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 15, 2025**.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

B. D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 21st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety-five percent (95%) percent of the value of the Work completed (with the balance being retainage).
- b. Ninety-five percent (95%) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five percent (95%) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Ninety-five percent (95%) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the statutory interest rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual - not attached but incorporated by reference.
 - 6. Drawings (not attached but incorporated by reference) consisting of ____ sheets with each sheet bearing the following general title: **2024 Reverse Osmosis Improvements – Seward, Nebraska.**
 - 8. Addenda (numbers ____ to ____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages ___ to ___, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the 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 Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner 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 Owner, 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

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

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>
<p>Owner</p> <p>Name: City of Seward, Nebraska</p> <p>Mailing address (principal place of business): 537 Main St, Seward, NE 68434</p>	<p>Contract</p> <p>Description (name and location): 2024 Reverse Osmosis Improvements City of Seward Seward, Nebraska</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p>_____</p> <p><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p>_____</p> <p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>
<p>Owner</p> <p>Name: City of Seward, Nebraska</p> <p>Mailing address (principal place of business): 537 Main St, Seward, NE 68434</p>	<p>Contract</p> <p>Description (name and location): 2024 Reverse Osmosis Improvements City of Seward Seward, Nebraska</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 Construction 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’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.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

WARRANTY BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>
<p>Owner</p> <p>Name: City of Seward, Nebraska</p> <p>Address (principal place of business): 537 Main St, Seward, NE 68434</p>	<p>Construction Contract</p> <p>Description (name and location): 2024 Reverse Osmosis Improvements City of Seward Seward, Nebraska</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> <p>Contract's Date of Substantial Completion: _____</p>
<p>Bond</p> <p>Bond Amount: <u> [Amount] </u></p> <p>Date of Bond: <u> [Date] </u></p> <p>Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until two (2) years after such Substantial Completion.</p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

2. Items Related to the 6th Street - Ash to Lincoln Street Water Main Replacement Project - City Engineer Oneby
 - A. Consideration of an Amendment (#1) to the Professional Services Agreement in the Amount of \$49,615.00 with The Schemmer Associates for Construction Engineering Services

This is **EXHIBIT A Part 2**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18th, 2024.

**AMENDMENT NO. 1
AMENDMENT TO OWNER-ENGINEER AGREEMENT**

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: 01/16/2024
- b. Owner: City of Seward Nebraska
- c. Engineer: The Schemmer Associates, Inc.
- d. Project: 6TH STREET-ASH ST TO LINCOLN ST WATERMAIN CONSTRUCTION ENGINEERING

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

City of Seward

By: _____

Title: _____

Date Signed: _____

Signed: _____

ENGINEER:

The Schemmer Associates, Inc.

By: Doug Holle

Title: Executive Vice President

Date Signed: June 18, 2024

Signed: _____



This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated June 18, 2024.

Modifications

1. Engineer shall perform the following Additional Services:

Services to be provided by ENGINEER consist of topographical survey services as set forth below:

- SEE ATTACHED SCOPE OF WORK

2. The responsibilities of Owner are modified as follows:

NA

3. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

1. The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to \$156,526.00 (original contract fee) + **\$49,615.00** (Amendment #1 fee) = \$206,141.00.

4. The schedule for rendering services is modified as follows:

Design work will begin upon notice to proceed

5. Other portions of the Agreement (including previous amendments, if any) are modified as follows: NA

SCOPE OF SERVICES AMENDMENT #1

City of Seward - 6th Street (Highway 15) Watermain Replacement, Ash Street to Lincoln Street-Construction Phase Contract

City Project Number _____

June 18, 2024

Additional Services Description

The City has been informed by NDOT that additional watermain conflicts with the proposed Highway 15 reconstruction project are likely near the intersection of Highway 15 and Hillcrest Drive. The Consultant will prepare design plans and provide additional inspection to reconstruct a portion of the watermain in the intersection.

TASK 1. Project Management

1.1 *Project Management*

The Consultant Project Manager (hereinafter “Consultant”) will serve as point of contact, maintain the project schedule and budget, and be responsible for coordinating work, including work of sub-consultants, if any. The Consultant will provide regular progress reports with invoices. The Consultant will maintain effective communication with the City of Seward designated project manager. The scope of services assumes 3 months of project management will be required (June 2024 to August 2024)

1.2 *Coordination with Others*

The Consultant will coordinate their design with City departments and NDOT that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with City departments, consultants, or outside agencies. 2 coordination meetings with other City departments, consultants, or outside agencies are assumed for this project. The Consultant will be responsible for preparing the agenda as well as developing and distributing meeting minutes. This task does not include coordination with utilities or the public.

TASK 2. General Project Meetings

2.1 *Review Meetings*

The Consultant will schedule and attend review meetings to receive the City’s review comments from the submittals. The Consultant will prepare and distribute meeting minutes. This will include the following review meetings:

- Preliminary design submittal

TASK 3. Survey

The Consultant will utilize the existing survey developed by NDOT for the Highway 15 reconstruction project. The Consultant will supplement the NDOT survey with current underground utilities based on locates in the field and drawings provided by the utility companies.

Locations of water service lines will be provided by the City and drafted on the survey per water service records provided.

TASK 4. Utility Coordination

4.1 Utility Plan Submittal

The plans will be distributed by the Consultant to private utilities for comment. This scope estimates 1 utility plan submittal.

4.2 Utility Coordination

4.2.1 This scope estimates one review meeting with one utility company. The Consultant shall also include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project.

4.2.2 Consultant shall coordinate with utility companies to identify if utilities conflict with the proposed improvements.

TASK 11. Water Main Design

11.1 Preliminary Design

- 11.4.1 Consultant to set horizontal alignment
- 11.4.2 Consultant to set vertical alignment
- 11.4.3 Consultant to layout new hydrant locations (assume 1 hydrant)
- 11.4.4 Consultant to layout connections to existing watermains

11.2

Final Design

- 11.5.1 Consultant to modify horizontal alignment
- 11.5.2 Consultant to modify vertical alignment
- 11.5.3 Consultant to finalize new hydrant location
- 11.5.4 Consultant to finalize connections to existing watermains

TASK 17. Plan, Specifications & Estimates

The scope and fee associated with this task is for plans, specifications, and estimate drafting and development. The design related to these documents is included in the appropriate design task noted above.

17.1 Plan Set Development

The Consultant shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards for the preferred alignment for watermain design.

17.1.1 Preliminary Plan Set Development

This task is to develop Plan sheets to be included in the preliminary plan set submittal including the following sheets:

- Watermain plan and profile sheets (1 sheet)

17.1.2 *Draft PS&E Submittal Plan Set Development*

This task is to develop Plan sheets to be included in the draft PS&E plan set submittal including the following sheets:

- Summary of Quantities
- General Notes
- Alignment sheets
- Watermain plan and profile sheets
 - Including utility crossing info in profile
- Construction and removal sheets

17.2 *Cost Estimates*

The Consultant shall prepare an updated total project cost estimate at the submittals noted below. This shall include, but not be limited to Preliminary Engineering, ROW acquisition and associated services, Private Utility Relocations paid for with project funding, Public Utility Relocations, Construction, and Construction Engineering.

- First Submittal
- Second Submittal
- Draft PS&E Submittal
- PS&E Submittal

17.3 *Special Provisions*

No additional special provisions are anticipated.

TASK 18. Quality Control

Quality control will be conducted throughout the project.

TASK 19. Permit Applications / Agreements

19.1 The Consultant shall prepare and submit on behalf of the City of Seward the following permits, agreements, certifications, and forms. The Consultant shall copy the City's Project Manager on all applications being submitted.

- NDOT Use of Right of Way Permit (amended existing permit)

TASK 21. Construction Phase

The following construction phase tasks will include, but are not limited to:

1. Mobilize a construction inspection team on site for the duration of the construction activities estimated to last 3 weeks (15 working days).
2. Maintain project field diaries, accurate quantities, files and records.
3. Construction progress photos
4. Complete daily report for each day.
5. Monitor the contractors' activities for compliance with the plans and specifications.
6. Review work zone traffic control devices each day CE firm is on site.
7. Review contractor submittals.
8. Conduct bi-weekly meetings (Construction Progress Meetings) with the contractor. Two (2) meetings are included in this scope.
9. Draft change orders as needed. One (1) change order is included in this scope.
10. Review and recommend contractor's pay applications on a monthly basis. Two (2) pay application reviews are included in this scope.
11. Perform materials testing in accordance with NDOT Materials Sampling Guide
12. Perform construction staking as listed below. It is assumed any stakes set and impacted by construction activity requiring re-staking will be viewed as additional effort and may result in added effort invoiced.
 - a. Re-establish control
 - b. Stake water main line and grade and valves / fittings
 - c. Two trips are assumed

TASK 22. Construction Closeout

The following construction phase tasks will include but are not limited to:

1. Conduct a final project walkthrough/inspection.
2. Prepare and provide to the contractor a punch list of repair items that need to be addressed before project acceptance.
3. Verify all project work has been completed, inspected and approved.
4. Prepare as-built plans. As-built plans will be created and submitted in electronic PDF format.

City Responsibilities

The City will supply the following information:

- Water, sewer and electrical locations, size, and materials
- Existing record drawings in PDF or TIF format
- Water and wastewater service tap records

Assumptions

NDOT will allow existing topo survey to be utilized by the City of Seward

The pipe sizes will be provided by the City and are assumed to range between 6" and 12"

No water modeling will be conducted

Plans associated with Amendment 1 will be change ordered into the existing contract with K2 Construction.

The City will pay for all fees by outside agencies directly

6th St (Highway 15) Watermain Replacement, Ash St to Lincoln St (Amendment #1)

ESTIMATE OF HOURS

Task No.	Description of Work Items / Tasks	Prin	PM	Reg Eng	EI	Tech	CPM	INSP	RLS	Crew Chief	Inst	Total Hours
1	Project Management											
1.1	Project Management		12									12
1.2	Coordination with Others		4		4							8
												0
												0
												20
2	General Project Meetings											
2.1	Review Meetings		6		6							12
												0
3	Survey											
3.1	Base Map Preparation				12	4						16
4	Utility Coordination											
4.1	Utility Plan Submittal				1	4						5
4.2	Utility Review Meetings / Coordination		4		8							12
11	Water Main Design											
11.2	Preliminary Design											0
	Horizontal Alignment		1		4	2						7
	Vertical Alignment		1		2	2						5
	Hydrant Locations		1		1	2						4
	Watermain Connections		1		1	1						3
11.3	Final Design											0
	Horizontal Alignment				2	2						4
	Vertical Alignment				1	2						3
	Hydrant Locations					1						1
	Watermain Connections					1						1
17	Plans, Specifications & Estimates											
17.1	Plan Set Development											
	First Submittal											
	Watermain Plan and Profile Sheets		1		2	4						7
	Draft PS&E Submittal											
	Summary of Quantities Sheet		1		1	4						6
	General Notes Sheet		1			2						3
	Alignment Sheets					2						2
	Watermain Plan and Profile Sheets		1			1						2
	Construction and Removal Sheets				2	4						6
17.2	Cost Estimates											
	First Submittal		1		2	6						9
	Draft PS&E Submittal				1	4						5
												0
18	Quality Control											
	Quality Reviews		2									2
19	Permit Applications/Agreements											
19.1	Permits											
	NDOT Use of Right of Way Permit		2			2						4
21	Construction Phase/Closeout											
	Inspection						6	120				126
	Review Contractor Submittals											0
	Bi-weekly Meetings		6				8					14
	Prepare Change Order						4					4
	Review Pay Application						4	4				8
	Material Testing							8				8
	Construction Staking-Restablish Control					2			2	8	8	20
	Construction Staking-Stake Waterline, grade and valves					4			2	16	16	38
	Final Walkthrough						4	4				8
	Prepare Punch List							4				4
	As-builts						1	4				5
	Total Estimate of Hours	0	45	0	50	56	27	144	4	24	24	374
	Total Labor	\$0	\$9,900	\$0	\$6,250	\$5,320	\$4,995	\$16,560	\$580	\$2,640	\$2,040	\$48,285
	Total Labor, OH, Profit, & FCCM	\$0	\$9,900	\$0	\$6,250	\$5,320	\$4,995	\$16,560	\$580	\$2,640	\$2,040	\$48,285

Direct Expenses	Project Title
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Project Name: 6th St (Highway 15) Watermain Replacement	City Proj. Number: 0
Consultant: Schemmer	Consultant Proj. Number: 9345001
Consultant PM: Doug Holle	
City PM: Mike Oneby	
Date: June 18, 2024	

Subconsultants:					Amount
Subconsultant A					
Subconsultant B					
Subconsultant C					
Subconsultant D					
Subconsultant E					
Subtotal					\$ -

Printing and Reproduction:	Qty	Unit	Unit Cost	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ -

GEOTECH:	Qty	Unit	Unit Cost	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ -

Lodging/Meals (GSA Established Rates)	Qty	Unit	Unit Cost	Amount
				\$ -
				\$ -
Subtotal				\$ -

Other Miscellaneous Costs:	Qty	Unit	Unit Cost	Amount
Mileage	2000		\$0.67	\$ 1,330.00
Permit Fees (to be paid by the City of Seward)				
BNSF Utility Crossing Permit fees (to be paid by the City of Seward)				
Subtotal				\$ 1,330.00

TOTAL DIRECT EXPENSES \$ 1,330.00

Project Cost Breakdown
#REF!
6th St (Highway 15) Watermain Replacement, Ash St to Lincoln St (Amendment #1)
0

Direct Labor Costs						
Task No.	Task Description	Direct Labor	Overhead	Profit	FCCM	Total Fee
1	Project Management	\$4,020.00	\$0.00	\$0.00	\$0.00	\$4,020.00
2	General Project Meetings	\$2,070.00	\$0.00	\$0.00	\$0.00	\$2,070.00
3	Survey	\$1,880.00	\$0.00	\$0.00	\$0.00	\$1,880.00
4	Utility Coordination	\$2,385.00	\$0.00	\$0.00	\$0.00	\$2,385.00
12	Water Main Design	\$3,490.00	\$0.00	\$0.00	\$0.00	\$3,490.00
17	Plans, Specifications & Estimates	\$4,665.00	\$0.00	\$0.00	\$0.00	\$4,665.00
18	Quality Control	\$440.00	\$0.00	\$0.00	\$0.00	\$440.00
19	Permit Applications/Agreements	\$630.00	\$0.00	\$0.00	\$0.00	\$630.00
20	Construction Phase/Closeout	\$28,705.00	\$0.00	\$0.00	\$0.00	\$28,705.00
					Subtotal	\$48,285.00

DIRECT EXPENSES	Amount
Subconsultants:	\$0.00
Printing and Reproduction:	\$0.00
GEOTECH:	\$0.00
Lodging/Meals (GSA Established Rates)	\$0.00
Other Miscellaneous Costs:	\$1,330.00
Subtotal	\$1,330.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$48,285.00
Overhead @ 0.00%	\$0.00
Profit @ 0.00%	\$0.00
Facility Capital Cost of Money (FCCM) @ 0.00%	\$0.00
Direct Expenses	\$1,330.00
Total Fee	\$49,615.00

B. Consideration of a Change Order to the Construction Contract with K2 Construction in the Amount of \$128,328.00 for Additional Items Related to Construction

7701 Cornhusker Hwy
 Lincoln, NE 68507
 (402) 467-2355 P
 (402) 467-2055 F



To: Mike Oneby, PE
 City of Seward, NE
 142 N. 7th Street
 Seward, NE 68434

Date: July 1, 2024

Re: Seward, 6th Street Water Main Work Order #3

Mike: Please find the proposal for the costs related to the work contained in Work Order #3.

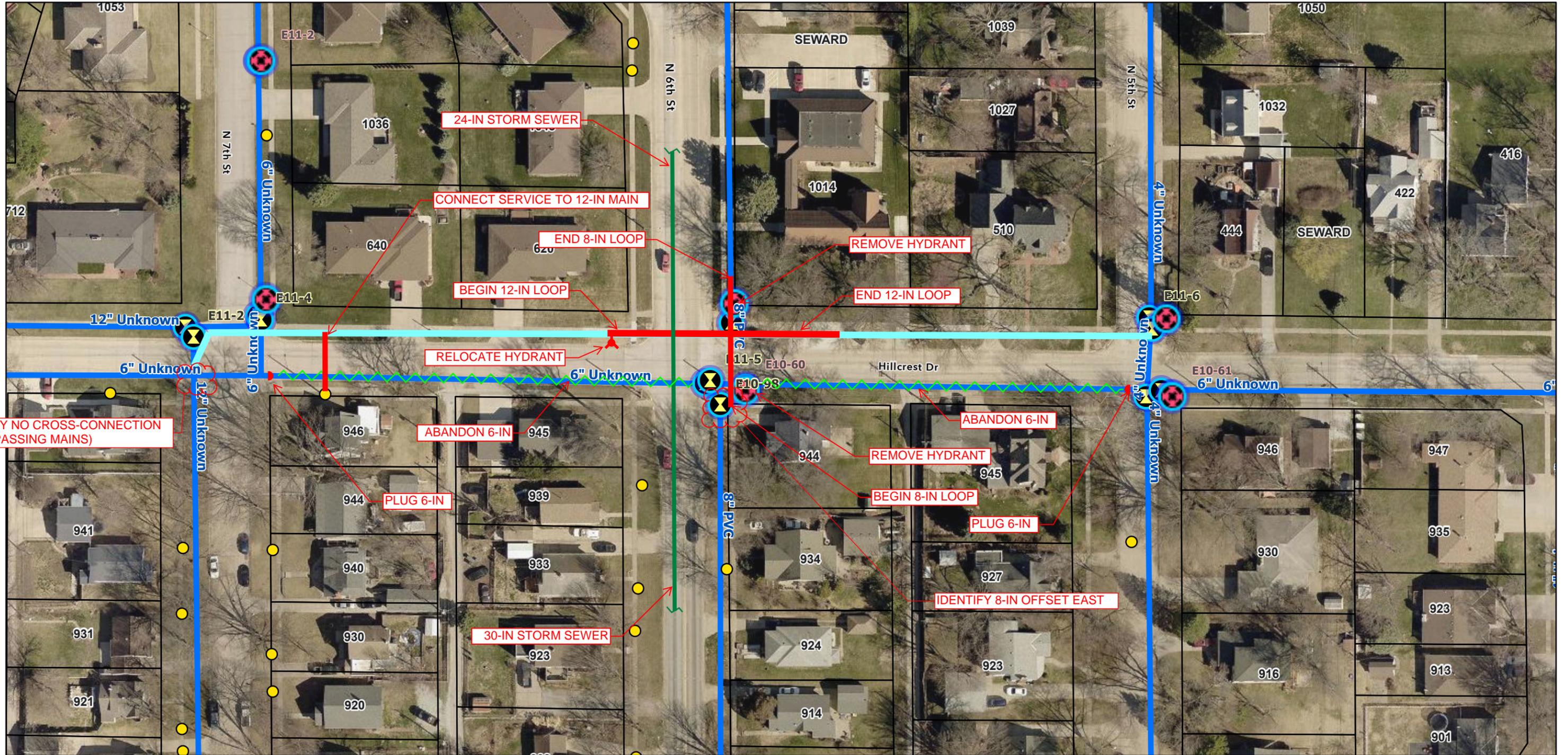
1	Remobilization	1	LS	\$ 17,500.00	\$ 17,500.00
2	12" Water Main	170	LF	\$ 133.00	\$ 22,610.00
3	Directional Drilling for 12" Water Main	170	LF	\$ 80.00	\$ 13,600.00
4	12" Gate Valves	2	EA	\$ 4,300.00	\$ 8,600.00
5	8" Gate Valves	2	EA	\$ 2,500.00	\$ 5,000.00
6	8" 90 Degree Bend	6	EA	\$ 330.00	\$ 1,980.00
7	12" 90 Degree Bend	6	EA	\$ 570.00	\$ 3,420.00
8	8"x12" Cross	1	EA	\$ 1,120.00	\$ 1,120.00
9	8" Retainer Glands	14	EA	\$ 70.00	\$ 980.00
10	12" Retainer Glands	14	EA	\$ 230.00	\$ 3,220.00
11	Fire Hydrant Assembly	2	EA	\$ 6,000.00	\$ 12,000.00
12	Conc for Thrust Blocks and Anchorages	7.8	CY	\$ 435.00	\$ 3,393.00
13	Reinforcing for Thrust Blocks and Anchorages	282	LB	\$ 2.50	\$ 705.00
14	Anchoring Elbow, 6"	2	EA	\$ 300.00	\$ 600.00
15	Anchoring Coupling, L=18", 6"	2	EA	\$ 295.00	\$ 590.00
16	Tee, 8"x6"	2	EA	\$ 400.00	\$ 800.00
17	8" Water Main	170	LF	\$ 105.00	\$ 17,850.00
18	Directional Drilling for 8" Water Main	170	LF	\$ 60.00	\$ 10,200.00
19	6" Gate Valve	2	EA	\$ 1,800.00	\$ 3,600.00
20	6" Retainer Glands	8	EA	\$ 70.00	\$ 560.00
					\$ 128,328.00

As you can see, I have kept all line items as the same contract pricing. The remobilization includes costs associated with remobilizing to the project, additional costs associated with hydrovacving utilities for the water main installation, additional labor costs associated with performing this work and additional material costs associated with this work.

Please let me know if you have any questions.

Jeff Webert
 Project Manager
 K2 Construction

6th & Hillcrest Seward Water Distribution System Map

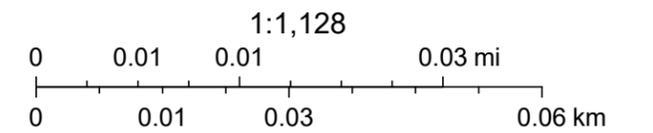


6/15/2024, 4:46:33 PM

- Fire Hydrant Service Valve
- Fire Hydrant Water Main - Type Parcels
- Fire Hydrant Distribution Main System Valve

LEGEND FOR NOTES

- AS-BUILT 12-IN WATER MAIN
- NDOT 24-IN & 30-IN STORM SEWER
- NEW WATER MAIN WORK
- ABANDON WATER MAIN



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3. Items Related to Construction of a 500,000-Gallon Water Tower (Downtown):
 - A. Consideration of a Change Order #2 to the Construction Contract with General Excavating, Inc. for Site Work & Utilities Project in the Amount of \$102,202.00
- City Engineer Oneby

CHANGE ORDER



No. 2

Date of Issuance: June 27, 2024 Effective Date: June 27, 2024

Project: 500,000-Gallon Water Tower – Utilities and Site Work	Owner: City of Seward, Nebraska	Owner's Contract No.:
Contract: Base Bid – Unit Price		Date of Contract: April 19, 2023
Contractor: General Excavating		Engineer's Project No.: 019-3180

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

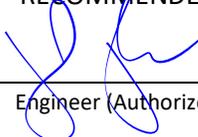
Description:

1. Modifications to site utility layout due to existing conditions, as well as increased cost of concrete materials.

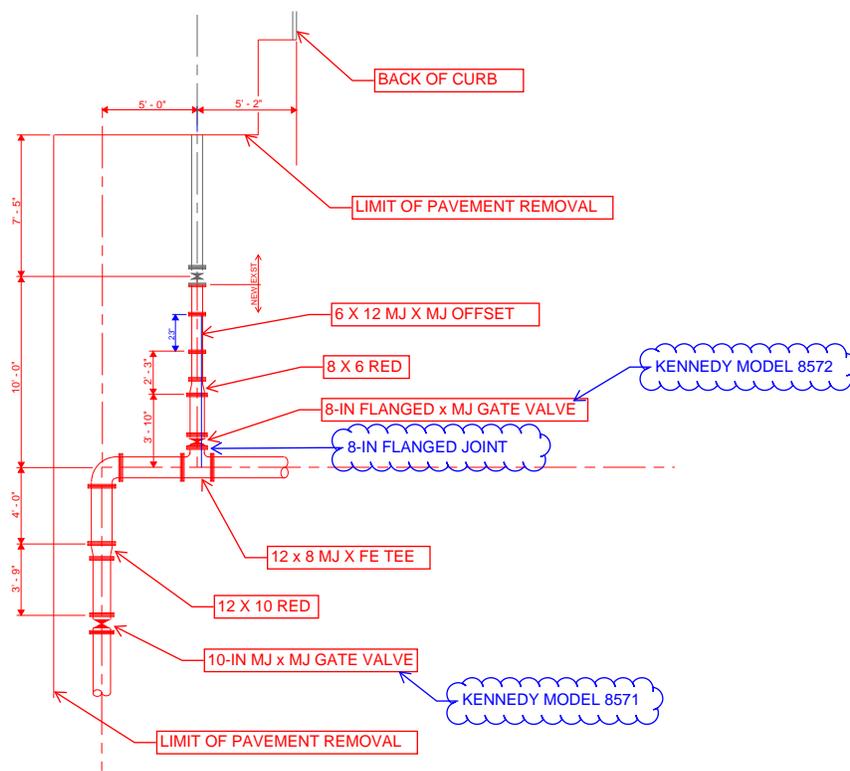
Total Project Increase: \$102,202.00

Attachments: Revised Sheets C-100, C-101, C-105, Detail "A"/C-105, C-107, Tyler Union Tee cut sheet, revised bid tab

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>696,785.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
Increase from previously approved Change Order No. <u>01</u> : \$ <u>0.00</u>	Increase from previously approved Change Order No. <u>01</u> : Substantial Completion (days or date): <u>140</u> Final Completion (days or date): <u>110</u>
Contract Price prior to this Change Order: \$ <u>696,785.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>October 18, 2024</u> Final Completion (days or date): <u>November 18, 2024</u>
Increase of this Change Order: \$ <u>102,202.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>0</u> Final Completion (days or date): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>798,987.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>October 18, 2024</u> Final Completion (days or date): <u>November 18, 2024</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: _____
Date: <u>June 27, 2024</u>	Date: _____	Date: _____

cc: City of Seward, General Excavating.
F:\2019\3001-3500\019-3180\60-Construction\02-Change Management\Change Orders\GE - site utilities\Change Order 02\Seward Water Tower (GE) - CO#2.docx

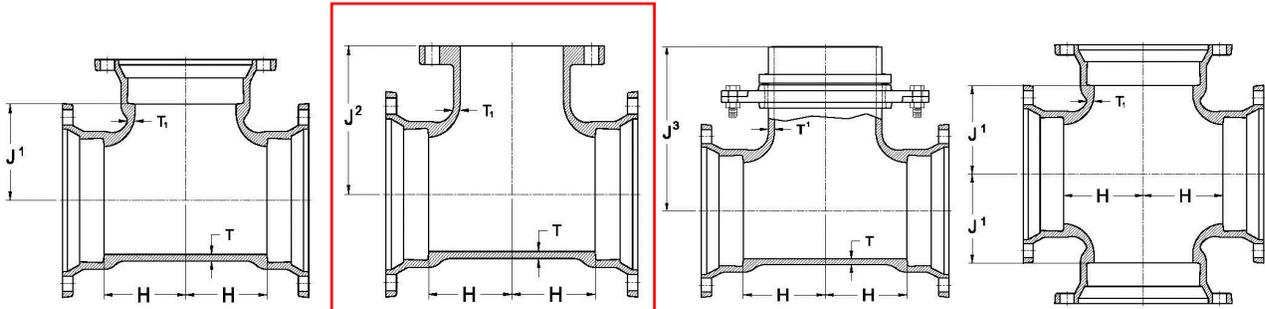


CONNECTION DETAIL "A"

SCALE: 1/2" = 1' - 0"



C153 DUCTILE IRON COMPACT FITTINGS



		Domestic						Weight				Import				Weight	
Size	T	T1	H	J1	J2	J3	MJ	MJ x FE	†MJ x S	Cross	T	T1	H	J1	MJ	Cross	
3	0.34	0.34	3.50	3.50	5.50	—	26	29	—	31	0.33	0.33	3.00	3.00	28	35	
4x3	0.35	0.34	3.50	4.00	6.50	—	35	34	—	39	0.34	0.33	3.50	4.00	30	34	
4	0.35	0.35	4.00	4.00	6.50	—	37	39	—	45	0.34	0.34	4.00	4.00	32	40	
6x3	0.37	0.34	4.00	4.00	6.50	—	51	54	—	—	0.36	0.33	3.50	5.00	42	—	
6x4	0.37	0.35	5.00	6.00	8.00	—	52	57	—	62	0.36	0.34	4.00	5.00	46	57	
6	0.37	0.37	6.00	6.00	8.00	10.50	62	69	61	72	0.36	0.36	5.00	5.00	56	75	
8x3	0.39	0.34	4.00	6.50	9.00	—	56	—	—	—	—	—	—	—	—	—	
8x4	0.39	0.35	5.00	6.50	9.00	—	68	82	—	84	0.38	0.34	4.00	6.50	60	68	
8x6	0.39	0.37	5.50	6.50	9.00	11.50	79	87	74	98	0.38	0.36	5.00	6.50	72	74	
8	0.39	0.39	6.50	6.50	9.00	11.50	89	101	116	112	0.38	0.38	0.38	6.50	86	105	
10x3	0.41	0.34	4.00	7.50	11.00	—	80	—	—	—	—	—	—	—	—	—	
10x4	0.41	0.35	4.50	7.50	11.00	—	82	92	—	98	0.40	0.34	4.00	7.50	78	84	
10x6	0.41	0.37	5.50	7.50	11.00	13.00	99	116	114	121	0.40	0.36	5.00	7.50	90	119	
10x8	0.41	0.39	6.50	7.50	11.00	13.00	116	128	138	135	0.40	0.38	6.50	7.50	105	124	
10	0.41	0.41	7.50	7.50	11.00	—	132	144	—	156	0.40	0.40	7.50	7.50	120	145	
12x3	0.43	0.34	4.00	8.75	12.00	—	99	—	—	—	—	—	—	—	—	—	
12x4	0.43	0.35	4.00	9.00	12.00	—	108	118	—	119	0.42	0.34	4.00	8.75	94	119	
12x6	0.43	0.37	5.00	9.00	12.00	14.25	119	133	132	138	0.42	0.34	4.00	8.75	110	126	
12x8	0.43	0.39	6.50	9.00	12.00	14.25	126	146	149	149	0.42	0.38	6.50	8.75	125	149	
12x10	0.43	0.41	7.50	8.75	12.00	—	159	174	—	187	0.42	0.40	7.50	8.75	140	179	
12	0.43	0.43	8.75	8.75	12.00	—	171	198	—	202	0.42	0.42	8.75	8.75	160	213	
14x6	0.51	0.44	6.50	10.50	14.00	16.00	183	205	211	210	0.47	0.36	6.50	10.50	182	200	
14x8	0.51	0.45	7.50	10.50	14.00	—	211	—	—	231	0.47	0.38	7.50	10.50	206	228	
14x10	0.51	0.46	8.50	10.50	14.00	—	229	244	—	255	0.47	0.40	8.50	10.50	228	—	
14x12	0.51	0.47	9.50	10.50	14.00	—	245	284	—	269	0.47	0.42	9.50	10.50	234	—	
14	0.51	0.51	10.50	10.50	14.00	—	281	291	—	299	0.47	0.47	10.50	10.50	280	299	
16x6	0.52	0.45	6.50	11.50	14.00	16.00	222	230	243	250	0.50	0.36	6.50	11.50	228	240	
16x8	0.52	0.46	7.50	11.50	15.00	—	245	248	—	264	0.50	0.38	7.50	11.50	248	385	
16x10	0.52	0.47	8.50	11.50	15.00	—	265	287	—	286	0.50	0.40	8.50	11.50	264	—	
16x12	0.52	0.48	9.50	11.50	15.00	—	277	312	—	312	0.50	0.42	9.50	11.50	280	—	
16x14	0.52	0.51	10.50	11.50	15.00	—	317	348	—	—	0.50	0.47	10.50	11.50	316	—	
16	0.52	0.52	11.50	11.50	15.00	—	337	324	—	451	0.50	0.50	11.50	11.50	322	—	
18x6	0.59	0.44	6.50	14.50	15.50	18.00	275	261	279	—	0.54	0.36	6.50	12.50	275	—	
18x8	0.59	0.45	7.50	14.50	14.50	—	280	351	—	—	0.54	0.38	7.50	12.50	295	—	
18x10	0.59	0.47	8.50	12.50	—	—	286	—	—	—	0.54	0.40	8.50	12.50	315	—	
18x12	0.59	0.49	9.50	12.50	—	—	372	—	—	—	0.54	0.42	9.50	12.50	335	348	
18x14	0.59	0.56	10.50	12.50	—	—	415	—	—	—	0.54	0.47	10.50	12.50	380	—	
18x16	0.59	0.57	11.50	12.50	—	—	445	—	—	—	0.54	0.50	11.50	12.50	405	—	
18	0.59	0.59	13.00	12.50	—	—	490	—	—	—	0.54	0.54	12.50	12.50	435	348	
20x6	0.60	0.44	7.00	14.00	16.00	19.50	335	362	358	—	0.57	0.36	6.50	14.00	315	—	
20x8	0.60	0.45	8.00	14.00	—	—	390	—	—	—	0.57	0.38	8.00	14.00	345	379	
20x10	0.60	0.47	9.00	14.00	—	—	417	—	—	—	0.57	0.40	9.00	14.00	370	—	
20x12	0.60	0.49	10.00	14.00	—	—	460	—	—	—	0.57	0.42	10.00	14.00	395	413	
20x14	0.60	0.56	11.00	14.00	—	—	475	—	—	—	0.57	0.47	11.00	14.00	440	—	
20x16	0.60	0.57	12.00	14.00	—	—	530	—	—	—	0.57	0.50	12.00	14.00	465	—	
20x18	0.60	0.59	13.00	14.00	—	—	560	—	—	—	0.57	0.54	13.00	14.00	505	—	
20	0.60	0.60	14.00	14.00	—	—	605	—	—	—	0.57	0.57	14.00	14.00	535	—	

NOTE: Contact TU Inside Sales representative for MJ Crosses larger than 16 inch. †MJxSwl Weights include swivel gland

**NOTE: Other sizes available, contact Tyler Union for information.

Seward Water Tower

Bid Item	Description	Unit	UOM	Total Price
1	Mobilization/Demobilization	1	LS	48,000.00
2	Clearing and Grubbing	1	LS	28,500.00
3	Concrete Pad	4	SF	2,794.00
4	Concrete Curb, 8" x 18", Utility Area	99	LF	3,537.00
5	Pavement, Concrete Alley, 8" Thick	437	SY	35,425.00
6	Sidewalk, Concrete, 4" Thick	3706	SF	69,044.00
7	Pavement, Concrete Access Drive, 8" Thick	67	SY	9,432.00
8	Paving, Asphalt, Parking Lot, 8" Thick	507	SY	46,676.00
9	Pavement, Concrete Street, 8" Thick	352	SY	27,104.00
10	Site Grading	595	CY	26,180.00
11	Bollard	4	EA	6,612.00
12	Perimeter Fencing w/ Mow Strip	99	LF	NO BID AD #1
13	Install Detectable Warning Panel	11	EA	5,320.00
14	Water Main, 12", HDD	285	LF	56,715.00
15	Tee, 12-inch x 6-inch, MJ	3	EA	8,175.00
16	Tee, 12-inch x 12-inch, MJ	1	EA	3,321.00
17	Gate Valve, w/Box, 12-inch	3	EA	23,085.00
18	Gate Valve, w/Box, 10-inch	1	EA	6,500.00
19	Wet Cut-in	4	EA	22,872.00
20	Reducer, 8-inch x 6-inch, MJ	1	EA	863.00
21	Reducer, 10-inch x 8-inch, MJ	1	EA	1,274.00
22	Gate Valve, w/Box, 8-inch	1	EA	4,546.00
23	Tee, 10-inch, MJ	2	EA	6,558.00
24	Plug, 10-inch, MJ	2	EA	2,084.00
25	Plug, 12-inch, MJ	1	EA	1,370.00
26	Reconnect Water Service	3	EA	13,731.00
27	Reducer, 12-inch x 8-inch, MJ	1	EA	1,395.00
28	Hydrant Assembly, Complete	3	EA	33,009.00
29	Tapping Tee, 12-inch	1	EA	16,344.00
30	Water Main, Open Cut, 12-inch	36	LF	7,488.00
31	Storm Sewer, 15-inch PVC	221	LF	38,675.00
32	Remove and Replace Existing Storm Sewer (7' pieces)	14	LF	6,678.00
33	Inlet, Area, 24" x 24"	1	EA	16,106.00
34	Inlet, Curb, 48"	3	EA	25,250.00
35	Removal, Sidewalk	1369	SF	6,845.00
36	Removal, Concrete Curb and Gutter	185	LF	2,220.00
37	Removal, Concrete Street Pavement	442	SY	10,166.00
38	Removal, Brick Street	39	SY	1,365.00
39	Removal, Aggregate Fill	26	SY	312.00
40	Remove Existing Hydrant	1	EA	699.00
41	Electrical Services	1	LS	95,700.00
42	Abandon Water Main	1	LS	1,164.00
43	Water Tower Site Sodding (Allowance #1)	1	LS	6,300.00
44	Sprinkler System Installation (Allowance #2)	1	LS	12,000.00
CO#2 ADDED ITEMS				
45	4x4 CIP Manhole w/Solid Ring and Cover	1	LS	15,080.00

46 Watermain, Open Cut, 8-inch	2.5	LF	1,436.00
47 Water Main, Open Cut, 6-inch	20	LF	1,945.00
48 Water Main, Open Cut, 10-inch	80	LF	17,800.00
49 90 Deg Bend, 10-inch, MJ	1	EA	2,781.00
50 90 Deg Bend, 12-inch, MJ	1	EA	2,955.00
51 Reducer, 12-inch x 10-inch, MJ	1	EA	1,562.00
52 Tee, 12-inch x 8-inch, MJ x FE	1	EA	2,309.00
53 Gate Valve, 8-inch, MJ x FE	1	EA	3,265.00
54 Gate Valve, 6-inch, MJ	1	EA	2,623.00
55 45 Deg Bend, 6-inch, MJ	1	EA	1,055.00
56 Offset, 6-inch x 1-foot, MJ	1	EA	1,922.00
57 Sleeve, 10-inch	1	EA	1,753.00
58 Sleeve, 6-inch	1	EA	1,067.00

TOTAL:

798,987.00

B. Consideration of a Change Order #2 (NCE) to the Construction Contract with Maguire Iron, Inc. for Construction of the Water Tower - City Engineer Oneby

CHANGE ORDER



No. 2

Date of Issuance: June 17, 2024 Effective Date: June 1, 2024

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

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

Description:

- As discussed and agreed upon by Owner, Engineer, and Contractor at the pre-construction meeting, there an extension is being granted to the contract times due to material lead times and coating schedule conflicts with the winter months in the schedule. At the June 12, 2024 progress meeting, it was agreed to change the completion dates to match the water main completion dates.

Total Project Increase: \$0.00

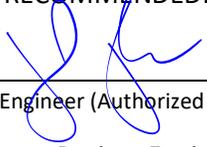
Attachments: RFI #1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>3,187,600.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
Increase from previously approved Change Order No. <u>01</u> : \$ <u>4,800.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion (days or date): <u>n/a</u> Final Completion (days or date): <u>n/a</u>
Contract Price prior to this Change Order: \$ <u>3,192,400.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
Increase of this Change Order: \$ <u>0.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>140</u> Final Completion (days or date): <u>110</u>
Contract Price incorporating this Change Order: \$ <u>3,192,400.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>October 18, 2024</u> Final Completion (days or date): <u>November 18, 2024</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>June 17, 2024</u>	Date: _____	Date: <u>June 17, 2024</u>

cc: City of Seward, Maguire.
F:\2019\3001-3500\019-3180\60-Construction\02-Change Management\Change Orders\Maguire - Water Tower\Change Order 02\Seward Water Tower (Maguire) - CO#2.docx



Response to Request for Information

Project No: 019-3180
Project Name: 500,000-Gallon Water Tower
Client: City of Seward, Nebraska
Contractor: Maguire Iron, Inc.

Date: May 18, 2023
RFI No: 1
Plan Ref:
Spec. Ref: 4.02

Question: Please see the attached letter regarding the project schedule.

By: Contractor  , May 18, 2023

Reply:

By: _____, _____, 20__

Signed: _____

Encl. A copy of your original RFI form is being returned to you along with this response for your reference.
cc: Owner, Contractor, File



May 18, 2023

Mr. Owen M. Killham, PE
Olsson
601 P Street, Ste 200
Lincoln, NE 68508

RE: City of Seward, Nebraska
500,000 Gallon Elevated Storage Tank
Project Schedule

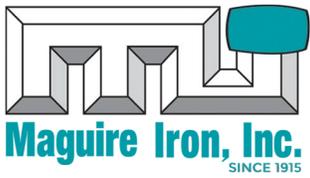
Mr. Killham,

Thank you for the opportunity to speak to you regarding the construction schedule for the City of Seward elevated water storage tank project. As discussed, there are severe restrictions with being able to meet the substantial completion date of June 1, 2024. We are experiencing unpredictable vendor markets with pricing, availability, and lead times. Additionally, we continue to navigate through limited labor force supply availability as we strive to meet project delivery in recent, ongoing, and future projects. While we hope to collectively mitigate any of the aforementioned issues that could delay this project for the City of Seward, we will simply be unable to complete this project in the short timeframe that has been given.

In order to have the new elevated tank in service by June 1, 2024, we would have to complete the painting in 2023. Assuming there would be adequate painting weather through the latter part of October 2023, painting operations would need to commence no later than September 1st. In order to have the tank ready to paint by that time, we would have needed to mobilized an erection crew on site mid-May 2023 to start building the tank on site. For obvious reasons, that would not be feasible due to not having the foundation installed, not having raw steel material, let alone fabricating, assembling, blasting, or painting such material in our shop. Thus, the painting of the tank will need to take place in Spring of 2024.

Our general expectation for this geographical area is to have adequate and consistent painting conditions around the beginning of May. Our goal is to have the tank erected by this time so that painting can begin as soon as weather allows. However, there is a significant amount of painting and electrical work that will take place well into the summer, past the current substantial completion date. I have attached a schedule to outline this work.

We remain committed to providing a quality project for the City of Seward, and do not intend to be argumentative, however, it is our obligation to notify you of any potential issues that would prevent us from upholding the requirements of the contract and present any concurrent requests for additional time being added to the contract.



Due to these obstacles that we foresee, we respectfully request that the substantial completion date be extended to September 20, 2024. I understand this project carries implications for subsequent projects such as the relocation of cellular tenants and demolition of an existing tank, so we are willing to do anything within our power to help accommodate these tasks. We feel it is best to be transparent at this time rather than wait until a later date and interfere with other planned work. We are hopeful that the Owner is willing to consider a time extension given this information.

We appreciate you and the Owner working through this with us. We will keep you informed of any delays and their effect on the overall job completion, and will continue to diligently seek any possible ways to expedite the schedule. Please advise if a change order for a time extension through September 20, 2024 is acceptable, or if a Work Directive can be issued to grant the additional time as needed. We look forward to completing this project to the satisfaction of the City and providing them with a trademark piece to their infrastructure that they can be proud of for decades to come. Feel free to contact me should you have any questions or need any additional information.

Sincerely,

Cory Timmerman
Project Manager
Maguire Iron, Inc.

Enclosures
Project Schedule

4. Update on the Wellness Center - City Administrator Butcher
5. Update on the Hwy 15 Construction Project - City Administrator Butcher

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 7/2/24

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (construction), Highway 15 Watermain (construction near 7th and South) and Highway 15 Reconstruction (construction).
- Water Tower project underway, working on final paint design, met with artist again.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups including landscaping plan.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Admin staff to continue comparability analysis.
- Prepared Seward Rate Study items.
- Attended the all day Southeast Nebraska Regional Economic Development Forum in Lincoln w/numerous Seward/Seward County dignitaries.
- Budget follow up items with Finance Director.
- Assisted Mayor Eickmeier with a number of appointments and reappointments.
- Attended the Wellness Center construction meeting with Sampson.
- Assisted with organization of the Mayor's Glowball Classic.
- NPPD Summer Billable Demand Online Meeting
- CIP Budget Follow Up meeting with the Electric Department
- CIP Budget Follow Up meeting with the Public Properties Department
- Met with State Senator Jana Hughes Legislative aide Matt Howe to discuss wholesale electric issues.
- Met with City Engineer and Water/Wastewater Superintendent on RO Plant project decisions.
- Met with Olsson to discuss Grid Resiliency Grant Application and completed Grant
- Began review of items for NRD Hazard Mitigation Plan
- Attended the July 4th Meeting between City Departments and the 4th of July Committee.
- Met with City Engineer and MeyCo (Kellen Meyer) to review development plans on site.
- Met with new SPS A.D. Scott Curry to discuss City involvement in youth sports and development.
- Met with Concordia to discuss issues related to field usage for Baseball and Softball.
- Held an LB 840 Meeting to review applications of Crouch's Farm and Hardware, as well as Retail and Hotel Study for Seward County Visitor's Bureau

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

Police Department

- Civil Service interviews.
- Sergeant testing.
- Finalizing 4th of July schedule.

City Clerk/Human Resources/City Hall

- Civil Service Commission-Sergeant Testing Process this week.
- Upper Big Blue NRD: Continue to Complete, Hazard Mitigation Plan.
- Fire Dept. By-Laws: Redline draft under review by City Admin.
- Current open positions: Payroll Clerk (Interviews on 6/27), Street Seasonal Worker.

Water/Wastewater Department

- Lead Svc Line flier
- 2nd Quarter DMR's prep for submittal
- Camera/Jet Sewers

- Meter Reads
- Clarifier Cleaning, and NPDES Sampling.

Parks and Rec/Cemetery/Golf/Pool

- Doing interviews for Maintenance Worker position.
- Meeting with the new A.D. from the High School.
- Meeting with Concordia.
- Tee ball is on-going.
- Getting fence post and other things done for the 4th.
- Mowing and trimming parks and cemeteries.

Civic Center

- Construction continues with no issues.
- Continuing to do data entry at the Municipal Building.
- I will be at City Hall on Thursday.

Electric Department

- Work on streetlights at 7th & Jackson and Gas & Snaks.
- Work with contractor on 6th Project.
- Work on SCADA at Ash St. Sub.
- Put up banners for the 4th of the July.

Street Department

- Mow R.O.W.
- Push up burn pile.
- Spray weeds.
- Paint curbs.
- 4th of July prep.

Library

- Finish weeding collection this week.
- Setting up for the 4th of July sale.
- String Beans Concert.

Building Inspection/Planning Department

- Planning Commission items include: Upcoming Leininger plat & rezone, and Heritage Farms plat & rezone.
- Sidewalk proposal for replacing missing sidewalk and potentially damaged sidewalk.
- Working with Kellen Meyer on utilities and site prep for permit criterial.

Engineering

- Highway 15 Water Main-South & 7th Tie-in, Hwy 15 & Hillcrest watermain conflict.
- Plum Creek Bridge – Plan in hand meeting July 2.
- Storm sewer pipe inlet installation, compaction for Park Avenue.
- Landscape plan edits and sidewalk edits to meet ADA for the Wellness Center.
- Welding (final week), logo redesign, communication tenant agreements, change order for water main.

Finance Dept.

- Payroll.
- Payroll Clerk interviews.
- Shutoff.

Seward Wellness Center

- Site Update: 1-grading & electrical being done now, 2-framing in Locker Room, and 3-Pouring of the classroom floor area this week.

- Continued Roof & Insulation completion. Slab preparation and pour this week. Overhead and Underground Roughins. Pool dig is scheduled to start early this week. Blvd – Utility installation completed this week.
- Work on finalization/estimates of equipment.
- Planning on Freedom Run (Route, entry fee, etc.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE
ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

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

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

Derek Bargmann, City Clerk

Date