



**CITY OF SEWARD**  
**City Council**  
**Regular Meeting**  
**Agenda**

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**Tuesday, August 6, 2024**

**7:00 PM**

**Municipal Building Council Chambers**

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**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, August 6, 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. Any citizen may address the Council regarding items included on the meeting agenda and are asked to include their information on the participant sign-in sheet. 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  
8/6/2024  
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; INS- Insurance; 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

ADE	RE	175.00
Afton Pumps Inc	SE	5,020.00
AKRS Equipment Inc	RE	637.47
All Copy Products Inc	SE	32.53
Allegiant Utility Service	CI	173.04
Allo	UT	401.71
Amazon Business	AV/MAT/SU	239.04
Anderson Auto Group	RE	403.09
Anderson Ben	MC	250.00
Aqua-Chem Inc	RE	17,898.75
ARPS	CI	2,408.00
B N S F Railway Company	OP	2,213.78
Barco Municipal Products	SU	256.90
Bern's Body Shop	RE	1,218.74
Bizco Technologies	IT	7,144.25
Black Hills Energy	UT	3,209.65
Blue Cross Blue Shield NE	BE	66,564.60
Blue River Electric LLC	BU	770.00
Border States Industries	INV	3,795.26
Boyll Travis	MC	150.00
Buresh Lindsey	RI	40.00
Burlington Northern Santa	AF	379.14
Campbell Cleaning	SE	1,405.00
Capital Business-Dallas	SE	613.94
Carr Shawn	MC	215.00
Caselle Inc	IT	23,248.00
Cash-Wa Distributing Co	SU	975.18
Cast Hannah	RI	40.00
Chase Card Service		8,188.90
Amazon.com	SU	1,147.60
Antennagear	CI	192.38
EB 2024 Power Amp	TR	96.00
Sam's Club	SU	1,029.24

Carhartt	UN	806.20	
Walmart	SU	357.08	
USPS	PF	102.08	
OfficeMax	SU	320.16	
Voss Signs	SU	283.00	
Trek Bikes	EQ	124.68	
FBI Nat'l Academy Assoc	TR	660.00	
CycleWorks	EQ	428.98	
LLRMI	TR	150.00	
DLT Solutions	SE	395.00	
Home Depot	SU	246.80	
Runza	ML	259.96	
The Webstaurant Store	SU	53.09	
Herpolsheimers	RE	516.44	
Dragon Palace	ML	199.25	
Farmer's Cooperative	RE	28.00	
Valentino's	ML	120.76	
ULINE	SU	-386.65	
Super Saver	Su	11.44	
Constant Contact	SE	23.00	
ForeUP	IT	686.08	
TracFone	UT	34.48	
Zoomshift	SE	86.40	
American Red Cross	TR	35.00	
Pac N Save	SU	24.45	
Emergency Solutions	SE	158.00	
City Seward Buildings/Grounds	OP		3,000.00
City Seward Dowding Pool	MC		100.00
City Seward Electric Fund	UT		50,519.63
City Seward Library Petty	PF		192.89
City Seward Payroll Accou	SA		225,424.91
City Seward Wastewater	AF		580,000.00
City Seward Water Sinking	AF		20,000.00
Codr Plumbing/Excavation	BU		386.23
Commonwealth Electric Co	MA		8,323.97
Constellation Newenergy	UT		61.46
Core & Main Lp	SU		71.35
Core Carson	MC		125.00
Daro Jaime	RI		40.00
E M C Insurance Companies	INS		152.13
Eakes Office Solutions	SU		375.91
F B I National Academy-Ne	TR		150.00
Faller Landscape	GU		1,443.60
Gerhold Concrete Co Inc	CI		4,971.81
Graybar	INV		2,006.16
H&S Plumb Heat & Air Inc	BU		188.63
Hach Company	SU		493.37
HDR Engineering Inc	ENG		44,508.45

Helmlink Printing/Grph Inc	SE	1,946.00
Heppler Margo	RI	80.00
Hiireright LLC	MC	40.45
Hobson Automotive & Tire	RE	112.00
Hoffschneider Laaw PC LLO	SE	5,000.00
Hornung's	SU	210.82
Husker Electric Supply Co	SU	2,642.66
Hydraulic Equipment	RE	1,187.18
Internal Revenue Service	AF	153.00
J.P. Cooke Co.	SU	127.56
Jablonski Austin	MC	125.00
JEO Consulting Group	CI	52,206.25
K & Z Distributing	SU	1,351.45
Kaspar Jason	MC	300.00
Kozisek Nicole	RI	40.00
Last Mile Network	IT	75.30
Lee's Refrigeration	BU	376.14
Lichty Tyler	MC	300.00
Lincoln Winwater Works	INC	1,659.53
Mailand's Clothing	SE	19.00
Martin Haley	RI	40.00
Masek Jennifer	RI	40.00
Matulka Christina	RI	40.00
McMaster-Carr	SU	243.95
Memorial Health	SE	35.00
Menard's	GU	368.03
Mid-American Benefits Inc	BE	1,247.09
Mid-State Engineer/Test	SE	3,843.00
Mol Rebecca	RI	40.00
Monster Media LLC	BU	1,500.00
Municipal Supply Omaha	INV	332.82
My Central Supply	SU	149.59
Nebraska D A S Acct OCIO	SE	245.00
Nebraska Equipment Inc	RE	21.24
Nebraska Golf & Turf	MC	1,117.28
Nebraska Health Lab	TE	357.00
Nebraska Power Review Board	AF	1,616.38
Nextlink	UT	6.70
NIFCO Mechanical Systems	RE	312.50
Norris Public Power	UT	1,170.79
Olsson	CI	26,696.54
Opfer Jamie	MC	250.00
O'Reilly Automotive Inc	SU	95.53
Parliament Brad	MC	150.00
Pilcher Zachary	UT	90.00
Pitney Bowes Reserve Account	PF	1,011.54
Police Officers Association NE	SU	168.00
Pollak Douglas W	UN	105.48

Preister Liz	RI		40.00
Principal Financial Group	BE		2,711.51
Quality Brands Of Lincoln	SU		1,619.45
Quill Corp	SU		68.54
Rasmussen Michaela	RI		40.00
Regnier Nicky	RI		80.00
Resco	INV		190,585.68
Rose Equipment Inc	RE		534.07
Rowland Christina	RI		40.00
Sapp Brothers Petroleum	GS		11,083.86
Schemmer	CI		22,890.76
Scholl Amanda	RI		40.00
Scholz Matt	RI		40.00
Seward Co Chamber/Develop	UT		211.03
Seward County EMA	MC		21.00
Small Engine Specialists	RE		65.99
Sports Express	SE		157.20
St Louis Michelle	MC		15.00
St P J Supply Inc	SU		49.87
State Distributing Co	SU		452.36
Stollberg Ashley	RI		250.00
Summit Fire Protection	AF		2,432.00
Terziu Naim	RS		16,749.25
Trimax Mowing Systems	RE		442.98
Ty'S Outdoor Power & Serv	RE		262.71
U S A Bluebook	RE		30.61
U S Cellular	UT		142.57
U S Postal Service	PF		4,500.00
Verizon Wireless	UT		490.84
VISA-Jones CC	DELL		5,154.55
SMTP2Go	IT	75.00	
Dell	IT	2,160.68	
Amazon.com	SU	962.99	
SP Identifire	EQ	1,353.65	
Rixstine Recognition	SU	387.86	
Fast Mart	GS	6.44	
FC	MC	207.93	
Wehner Mandy	RI		40.00
Wesco Distribution Inc	INV		83,587.71
White Cap	SU		423.47
Wobken Brett	RI		40.00
	CLAIMS TOTAL		\$1,545,141.28

2. Draft Minutes of July 16, 2024, City Council Meeting

**July 16, 2024**

The Seward City Council met at 7:00 p.m. on Tuesday, July 16, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Jessica Kolterman, Karl Miller, Tatum Tonniges, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: Megan Kahler, John Singleton. Other officials present: City Administrator Greg Butcher, City Attorney's representative Connor Madsen, City Engineer Mike Oneby, Wellness Center Director Joel Brase, Building/Zoning & Code Enf. Director Dworak, and Police Sergeant Allison Sommerfeld.

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 Stryson.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$2,519,261.67)
4. Police Department Report
5. Annual Publication of Salaries in Accordance with Section 19-110 of the Nebraska State Statute
6. Draft Minutes of July 2, 2024, City Council Meeting

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

**PUBLIC HEARINGS**

**1. CONSIDERATION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF HERITAGE FARMS**

Building/Zoning & Code Enf. Director Dworak noted the application was to subdivide approximately 38 acres of land in the extra-territorial jurisdiction (ETJ) on the northwest corner of 252<sup>nd</sup> Road and Waverly Road. It was identified that the property was not part of the future growth plan, nor were streets or City utilities expected to be extended to the site. Further, it was noted the City would review any building applications to ensure stormwater runoff met Code standards. The Planning Commission approved the application unanimously.

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 Stryson introduced Ordinance No. 2024-10. Councilmember Wergin moved, seconded by Councilmember Miller, to dispense with the statutory rule.

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

Councilmember Stryson moved, seconded by Councilmember Tonniges 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. 2024-10, AN ORDINANCE TO APPROVE THE PLAT ENTITLED "HERITAGE FARMS", A PLAT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA," 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: Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.  
Nay: None. Absent: Kahler, Singleton. Motion carried.

**2. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS HERITAGE FARMS FROM 'AG – AGRICULTURAL DISTRICT' TO 'RR – RURAL RESIDENTIAL DISTRICT'**

Mr. Dworak noted that lots in the 'AG' zone had to be 20 acres, thus the proposed 5 acre lots will conform more closely with the 'RR' district designation. The Planning Commission approved the application unanimously.

The Mayor opened the public hearing at 7:08 p.m. With no public comment received, the public hearing was closed at 7:08 p.m.

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Councilmember Wergin introduced Ordinance No. 2024-11. Councilmember Stryson moved, seconded by Councilmember Tonniges, to dispense with the statutory rule.

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

Councilmember Tonniges moved, seconded by Councilmember Wergin 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. 2024-11**, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF WAVERLY RD AND WEST OF 252<sup>ND</sup> RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

3. CONSIDERATION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF MEIHOMES ADDITION

Mr. Dworak described the application as a major subdivision of 6 acres located on S Columbia Ave, south of Depot Street. The subdivision would include six lots, with at least four slab-on-grade single family homes expected. City utilities and streets currently serve the site. The Planning Commission approved unanimously.

The Mayor opened the public hearing at 7:11 p.m. With no public comment received, the public hearing was closed at 7:11 p.m.

Councilmember Kolterman introduced Ordinance No. 2024-12. Councilmember Wilken moved, seconded by Councilmember Tonniges, to dispense with the statutory rule.

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

Councilmember Kolterman moved, seconded by Councilmember Wergin 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. 2024-12**, AN ORDINANCE TO APPROVE THE PLAT ENTITLED "MEIHOMES ADDITION", A REPLAT OF ALL OF BLOCK 1, MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD AND A PORTION OF LOTS 1, 4, 5, 8, 9, 12, 13, 16 AND 17, BLOCK 2 MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD AND A PART OF THE DEPOT GROUNDS AS PLATTED IN MIDLAND PACIFIC RAILWAY TOWNSITE COMPANYS ADDITION TO SOUTH SEWARD, A PART OF VACATED DEPOT STREET AND A PART OF VACATED MIDLAND STREET AND A PART OF VACATED 1ST, A PART OF LOTS 1-, 11, 12, 13, 14 AND A PART OF THE NORTH-SOUTH ALLY IN BLOCK 11, SOUTH SEWARD ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," 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: Kolterman, Miller, Stryson, Tonniges, Wergin, Wilken.  
Nay: None. Absent: Kahler, Singleton. Motion carried.

4. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS MEIHOMES ADDITION FROM 'RM – MOBILE HOME RESIDENTIAL DISTRICT' TO 'R-4 – URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY)'

Mr. Dworak continued that the proposed rezoning would more accurately capture the zoning designation since no mobile homes were expected on site. The Planning Commission approved unanimously.

The Mayor opened the public hearing at 7:15 p.m. With no public comment received, the public hearing was closed at 7:15 p.m.

Councilmember Wergin introduced Ordinance No. 2024-13. Councilmember Tonniges moved, seconded by Councilmember Wilken, to dispense with the statutory rule.

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

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Councilmember Wergin moved, seconded by Councilmember Kolterman 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. 2024-13, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA NOW ZONED RM MOBILE HOME RESIDENTIAL DISTRICT, TO R-4 URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY); SPECIFICALLY, TRACTS OF LAND WEST OF COLUMBIA AVENUE AND SOUTH OF DEPOT STREET; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

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

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

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

### **ADMINISTRATIVE ITEMS**

#### **1. DISCUSSION OF THE DESIGN FOR THE 500,000 GALLON WATER TOWER (DOWNTOWN)**

City Administrator Butcher identified that he, Mayor Eickmeier, and City Engineer Oneby had felt a patriotic display would be most appropriate given Seward's rich 4<sup>th</sup> of July celebration history and site of the Nebraska National Guard Museum. Mr. Butcher noted the group worked with Seth Boggs, local artist, to render a 3-D model to appear as a waving American flag with red-white-blue coloring on the base. The City's current logo will be presented on the north and south sides with white font and a dark blue background with lighter blue stars on the bowl. It is expected the tower will include lighting to illuminate the logo at night. The design will be finalized in the near future.

This item was for discussion only, so no action was taken.

#### **2. ITEMS RELATED TO FUNDING OF THE 500,000 GALLON WATER TOWER (DOWNTOWN)**

##### **A. CONSIDERATION OF A RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF SEWARD AND NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY**

##### **B. CONSIDERATION OF A LOAN AGREEMENT BETWEEN THE CITY OF SEWARD AND NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY**

City Engineer Oneby identified that the City had qualified for a low interest loan to assist in funding of the downtown water tower construction project. Essentially, these monies would replenish the coffers for the previously utilized water account funds. The loan would be for a maximum of \$4 million and allows for up to 35% forgiveness.

Councilmember Kolterman introduced **Resolution 2024-22**, to approve a loan agreement with the Nebraska Department of Environment and Energy (NDEE) for funding of the 500,000 Gallon Water Tower Construction Project. Councilmember Tonniges moved, seconded by Councilmember Stryson, to approve Resolution 2024-22.

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

#### **3. CONSIDERATION OF AN AMENDMENT (#2) TO A PROFESSIONAL SERVICES AGREEMENT WITH SHORT ELLIOTT HENDRICKSON INC (SEH) IN THE AMOUNT OF \$338,914.00 FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT**

Mr. Oneby described how the first few items of the additional work (assistance with WIFIA funding application; soil surcharge design; and floodplain permit assistance for construction) were unknown at the beginning of the process but have become necessary components to complete the project. The other items would include further design modifications based on additional findings; submittal of plans to the State; and bidding services. He noted that the design costs have been efficiently managed to this point and currently were around 5% of total cost.

Councilmember Stryson moved, seconded by Councilmember Tonniges, to approve an amendment to the professional services agreement with Short Elliott Hendrickson Inc (SHE) for additional engineering services related to the Wastewater Treatment Facility Improvements Project in the amount of \$338,914.00.

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

4. CONSIDERATION OF A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GENERAL EXCAVATING FOR THE PARK AVENUE STORM SEWER IMPROVEMENTS PROJECT

Mr. Oneby updated about the poor existing subsurface on site which is delaying pouring of the roadway. The compaction rate will not be achieved unless better soils are hauled on site and formed into Portland cement to anticipate the stress of the poured roadway. The change order will include the cost of subsurface replacement and should be completed in less than two weeks.

Councilmember Tonniges moved, seconded by Councilmember Miller, to approve a change order to the construction contract with General Excavating for the Park Avenue Storm Sewer Improvements Project in the amount of \$78,105.60.

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

5. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH TALLGRASS DEVELOPMENT, INC. TO CONDUCT A BLIGHT STUDY OF PROPERTY LOCATED AT LOTS 1 & 7, ALL LOTS 2-12 & VACANT ALLEY, H M & R ADDITION, BLOCK 100, SEWARD, SEWARD COUNTY, NEBRASKA

Mr. Butcher noted that this MOU had been previously approved; however, due to a change in the consultant to complete the study a revision is proposed. The developer may look to develop the property on the southwest corner of 9<sup>th</sup> Street and Lincoln Street intersection.

Councilmember Stryson moved, seconded by Councilmember Wilken, to approve an MOU with Tallgrass Development, Inc. to conduct a blight study of property at the specified location.

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

6. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH PEERY HOUSING, LLC, TO CONDUCT A BLIGHT STUDY OF PROPERTY LOCATED AT LOTS 9, 10, AND THE SOUTH ½ OF LOT 8, H M & R ADDITION, BLOCK 88, SEWARD, SEWARD COUNTY, NEBRASKA

Mr. Butcher noted that a request had been submitted by a developer to conduct a blight study south of the 3<sup>rd</sup> Street and Moffitt Street intersection, specifically to develop the property at 428 N 3<sup>rd</sup> Street.

Councilmember Stryson moved, seconded by Councilmember Wergin, to approve an MOU with Peery Housing, LLC to conduct a blight study of property at the specified location.

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

7. UPDATE ON THE WELLNESS CENTER PROJECT

Executive Director Brase informed that slab pours have been completed in all parts of the building except the fitness studio. Next for completion is interior wall framing and drywall. The pool area is now having rock added to the base layer in preparation of cement pouring. The first section of Eaton Drummer Boulevard has been poured.

A. PRESENTATION AND DISCUSSION ON PROPOSED MEMBERSHIP FEES

In preparation for the 2025 facility opening, Mr. Brase gathered membership information from like facilities and presented proposed membership/daily rates. Corporate rates are proposed with cost savings to encourage the business community to sign-up their personnel as a benefit. He noted that classes and child-watch would be add-on costs to a membership fee. Further, he anticipated a membership drive would start in the fall, with founding members possibly being rewarded with one-month 'free' if they paid the annual fee up front. Proposed fees for rental space and events use were still under consideration.

Mayor Eickmeier suggested an out-of-town annual membership rate be considered. It is expected that Changing the Game Board would review and finalize the rates with a return to Council for consideration prior to the expected fall membership drive.

This item was for discussion only, so no action was taken.

**July 16, 2024**

**CITY ADMINISTRATOR’S REPORT**

Councilmember Wergin moved, seconded by Councilmember Tonniges, that the City Administrator’s report of July 16, 2024, be accepted.

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

Nay: None. Absent: Kahler, Singleton. Motion carried.

**STRATEGY SESSION**

**1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING REAL ESTATE INTERESTS AT THE SEWARD RAIL CAMPUS**

Councilmember Miller moved, seconded by Councilmember Tonniges, that the Council enter a closed session with the Mayor, City Administrator, City Attorney’s representative, Jonathan Jank, and the City Clerk for the protection of the public interest and to discuss real estate interests at the Rail Campus with the City Attorney for a period not to exceed 30 minutes.

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

Nay: None. Absent: Kahler, Singleton. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:29 p.m. for the protection of the public interest and to discuss real estate interests at the Rail Campus with the City Attorney.

At 8:58 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kolterman, Miller, Stryson, Tonniges, Wilken, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

**MOTION TO ADJOURN**

Councilmember Wergin moved, seconded by Councilmember Wilken, that the July 16, 2024, City Council Meeting be adjourned.

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

Nay: None. Absent: Kahler, Singleton. Motion carried.

Adjourned approximately 8:59 p.m.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann, City Clerk

**ADMINISTRATIVE ITEMS**

1. Acknowledge Receipt of Airport Authority Resolution Requesting Levy Authority for 2024-2025 Fiscal Year - City Administrator Butcher

RESOLUTION NO. 2425

WHEREAS, Neb. Rev. Stat. § 77-3443 authorized that the Airport Authority is subject to Municipal levy authority and shall be required to submit a preliminary request for levy allocation to the Mayor and Council of the City of Seward before August 1.

NOW THEREFORE BE IT RESOLVED BY THE AIRPORT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, that the Seward Airport Authority hereby authorizes that the preliminary request for levy allocation for Fiscal Year 2024-2025 for the Airport is \$0.0350 per \$100 of property value.

The Seward Airport Authority Chairman declared the resolution adopted.

Dated: July 8, 2024

SEWARD AIRPORT AUTHORITY

  
Marvin Siefert  
Chairman

2. Presentation of the Proposed FY2024-2025 Budget - City Administrator Butcher
  - A. Motions on Recommended Budget Amendments
3. Consideration of a Change Order (#3) to a Construction Contract with Maguire Iron, Inc. for the 500,000-Gallon Water Tower Project in the Amount of \$120,000 - City Engineer Oneby

# CHANGE PROPOSAL REQUEST 03



**PROJECT:** Seward Water Tower Projects – Water Tower Package

**OWNER:**  
City of Seward, NE  
Attn: Mr. Mike Oneby & Mr. Brandon Koll  
142 N. 7<sup>th</sup> Street  
Seward, NE 68434

**DATE OF ISSUANCE:** February 6, 2024

**ENGINEER’S PROJECT NO.:** 019-31800

**TO CONTRACTOR:**  
Maguire Iron, Inc.  
Attn: Mr. Cory Timmerman  
1610 N. Minnesota Avenue  
Sioux Falls, SD 57104

**ENGINEER:**  
Olsson  
601 P Street, Suite 200  
Lincoln, NE 68508

Please submit and itemized proposal for charges in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days or notify the Engineer in writing of the date on which you anticipate submitting your proposal. **THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**Description:**

Regarding the water tower logo, per Mike Oneby’s 1/17/2024 email, “The City has hired a professional graphic artist/muralist to develop a water tower design supported by the elected officials. Attached is the selected option – however not yet final.

On the second page of the attached PDF, I have provided notes on projected changes to the design. Please feel free to share with potential subs. We will want [to discuss] modifications to make the design feasible in execution and cost.”

Contractor shall provide a projected cost and schedule impacts for the proposed design. CPR response should respond to notes on Page 2 of the PDF. At this time the City is just trying to determine the feasibility of this type of design. Professional input from Maguire and it’s painting subcontractor would be appreciated.

**PLEASE SEE THE ATTACHED PROPOSAL.**

**Attachments:**

Option 6 from BOGGS\_WATERTOWER\_2023 MAO notes 01-17-2024.pdf

  
\_\_\_\_\_  
General Contractor

**7/24/2024**  
\_\_\_\_\_  
Date

Olsson Recommendation:  
 Recommend Acceptance  
 Do Not Recommend Acceptance

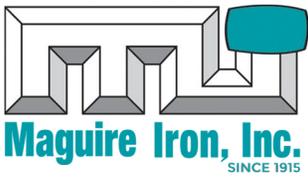
Owner Action  
 Accepted  
 Not Accepted

\_\_\_\_\_  
By: Engineer

\_\_\_\_\_  
By: Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



P.O. Box 1446  
 Sioux Falls, SD 57101  
 Phone: (605) 334-9749  
 Fax: (605) 334-9752  
 info@maguireiron.com

## CONTRACT CHANGE ORDER

**PROJECT:**  
 Seward, NE  
 500,000-Gallon Water Tower

**CHANGE ORDER PROPOSAL CPR #3**  
**Change Order Amount: \$120,000.00**  
**Job Number:**  
**Project: Seward, NE**

**TO:**  
 Olsson  
 601 P Street, Ste 200  
 Lincoln, NE 68508

**Maguire Iron, Inc. is pleased to offer the following changes:**

Material, labor, equipment, insurance, and supervision for the installation of the flag mural depicted in the attached.

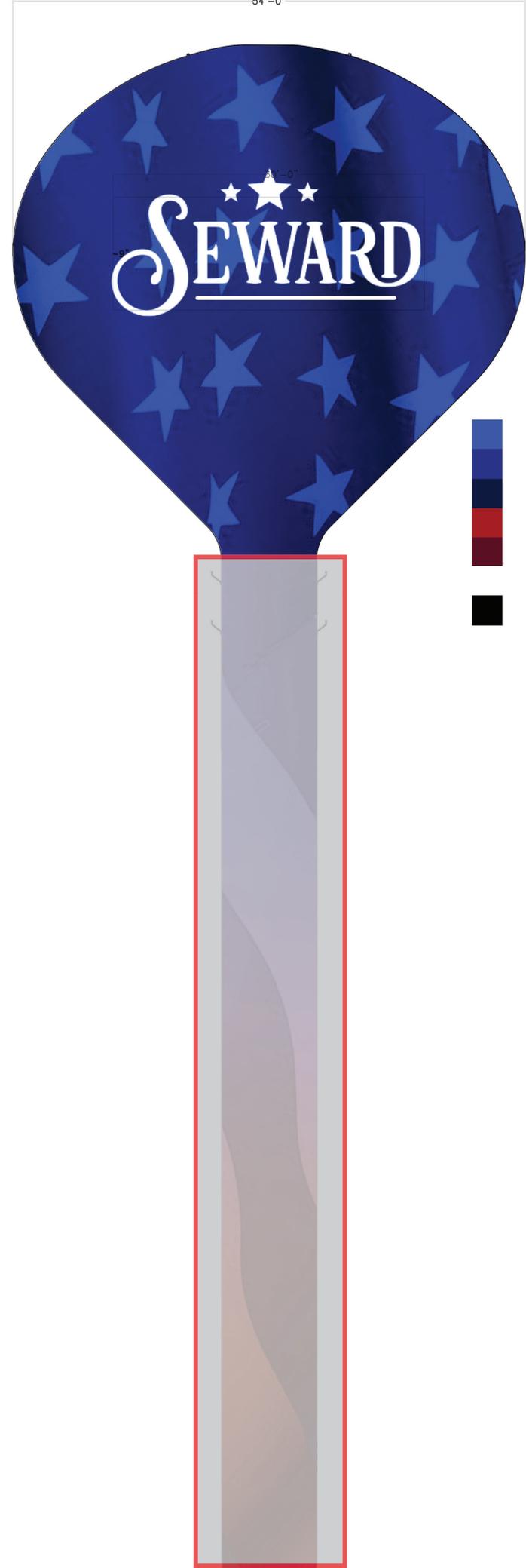
- The City/Engineer will be responsible for confirming final placement and orientation in the field.
- The City/Engineer will provide the Contractor with color codes so the Contractor can furnish color samples for approval.
- Contractor can assist with final design of the mural
- 'SEWARD' Lettering to be outlined in black and placed in three (3) locations
- To be four (4) variations of stars for the ball of the tank
- Intermediate to be painted one consistent white color per direction of Sherwin Williams
- Finish coat (mural) to be Fluorokem HS 100 @ 2.0-3.0 mils DFT

Please note that the original alternate logo bid for \$100,000 is already included in the contract. The total cost for the referenced work is \$220,000. Time is of the essence for finalizing these details; Maguire already has concerns about getting the tank painted and operational by the end of the year as we are approaching August. Please see the enclosed schedule. Assuming an 08/26/24 commencement date for coatings, it will be difficult to have the tank in operation by the end of the year. Additionally, the spray foam insulation is temperature sensitive and will not take place until Spring of 2025. A time extension will be needed in consideration of the aforementioned. Please advise at your earliest convenience.

**Not valid until signed by Owner and Engineer. Signatures of the Owner and Engineer indicates agreement herewith, including any adjustment in the Contract Sum or Contract Time.**

---

The original Contract sum was _____	\$3,187,600.00
Net Change by previous change orders _____	\$ 4,800.00
The Sum prior to the Change Order was _____	\$3,192,400.00
The Contract will be <i>increased</i> by this Order _____	\$ 120,000.00
The new Subcontract Sum will be _____	\$3,312,400.00



54'-0"

SEWARD







4. Consideration of a Change Order to the Construction Contract with General Excavating for the Bradford Street Storm Sewer Improvements Project in the Amount of \$35,924 - City Engineer Oneby

# SCHEMMER

Design with Purpose. Build with Confidence.

PROJECT Bradford St. Storm Sewer Improvements

PROJECT NO. 09175.001

## WORK ORDER NO. 9

CONTRACT DATE: \_\_\_\_\_ DATE: 7/27/24

CONTRACTOR: General Excavating OWNER: City of Seward

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

### Sanitary Sewer Conflict:

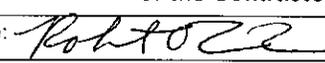
At station 111+55, the existing 8" sanitary sewer pipe conflicts with the proposed 36" storm sewer pipe. To accommodate both lines, a 5'x5' square section storm sewer manhole (NDOT Type C Manhole in Std. Plan 435-R3) is being added at this location. The attached details show the existing sanitary sewer replaced with Ductile Iron pipe. This manhole then gets built with integral concrete encasement of sanitary sewer pipe within the manhole and extending at least 2' outside of manhole. Modified flow line elevations of storm sewer pipe are provided in the details to work with sanitary sewer elevations and to maintain positive flow of storm sewer lines.

During construction of this manhole, a 6" clay sewer pipe line was discovered in the vicinity that needed reconstruction to accommodate new manhole. The length of pipe replaced was 48' along with 2 Fernco couplings to restore the connections. The unit price and total cost for this work appears below.

Item	Estimated Quantity	Unit Price	Extended Price
NDOT Type C Manhole at Sta. 111+55*	1 LS	\$31,580.00	\$31,580.00
Remove and Replace 6" SDR 26 Sewer Pipe**	48 LF	\$90.50	\$4,344

\*Includes all work shown in attached manhole detail including replacing sanitary sewer pipe to Ductile Iron

\*\*Includes cost of 2 Fernco couplings

Acceptance of Work Order	
For the Owner	For the Contractor
Signature:	Signature: 
Name:	Name: Robert O'Connor
Title:	Title: Project Manager
Date:	Date: 07/29/2024

The Schemmer Associates Inc.

1044 N. 115<sup>th</sup> Street, Omaha, Nebraska  
Phone - (402) 493-4800 Fax - (402) 493-7951

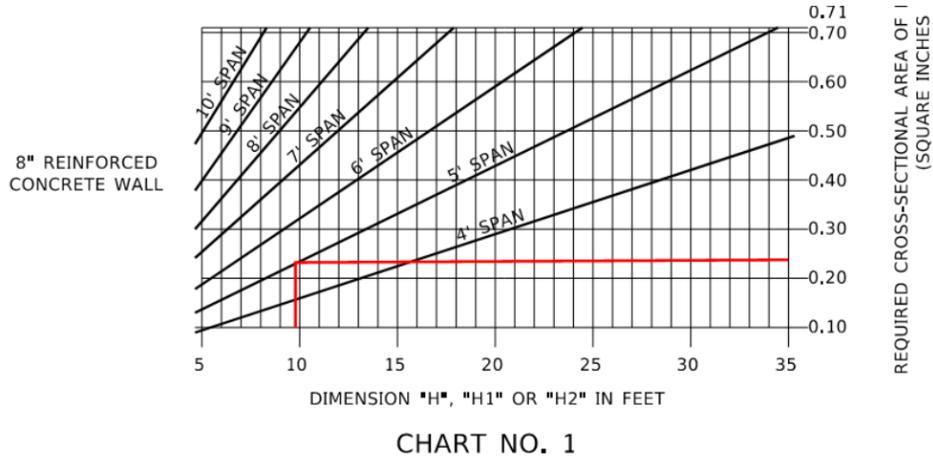


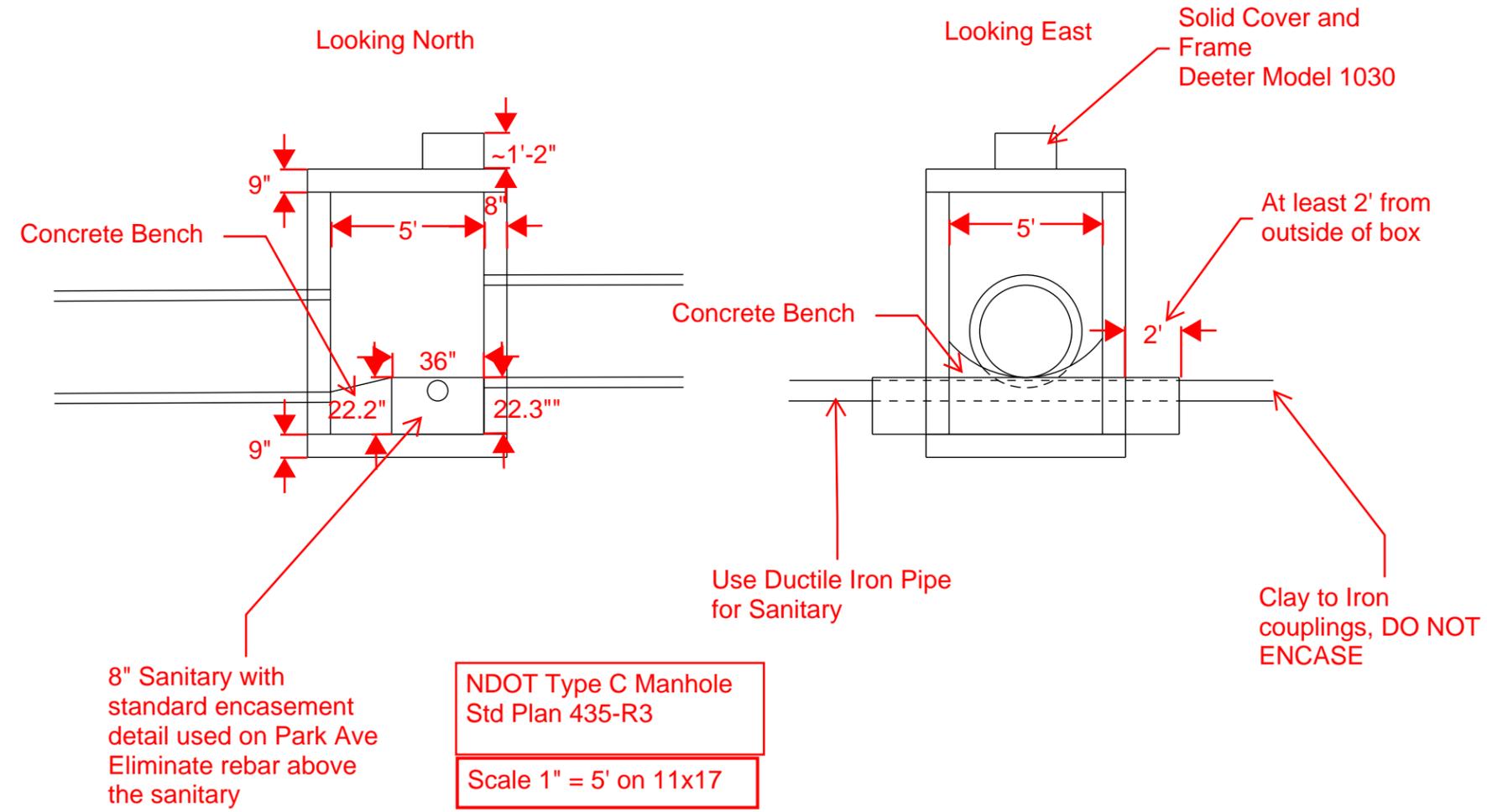
TABLE NO. 4			
CROSS SECTIONAL AREAS IN SQUARE INCHES OF BARS IN WALL SECTIONS ONE FOOT HIGH			
SPACING	BAR SIZE		
	NO. 4	NO. 5	NO. 6
5"	0.46	0.74	1.06
5 1/2"	0.44	0.68	0.96
6"	0.40	0.62	0.88
6 1/2"	0.37	0.57	0.81
7"	0.34	0.53	0.75
7 1/2"	0.32	0.50	0.70
8"	0.30	0.47	0.66
8 1/2"	0.28	0.44	0.62
9"	0.27	0.41	0.59
9 1/2"	0.25	0.39	0.56
10"	0.24	0.37	0.53
10 1/2"	0.23	0.35	0.50
11"	0.22	0.34	0.48
11 1/2"	0.21	0.32	0.46
12"	0.20	0.31	0.44

TABLE NO. 5			
BASE AND TOP SLAB FOR RECTANGULAR MANHOLE			
SHORT SPAN DIMENSION "SS"	SLAB THICKNESS "Y"	PRIMARY SLAB REINFORCING BAR SIZE & SPACING	DISTRIBUTION REINFORCING BAR SIZE & SPACING
2'-6" TO 4'-11"	8 1/2"	NO. 5 AT 5 1/2" CTRS.	NO. 5 AT 11" CTRS.
5'-0" TO 5'-11"	9"	NO. 5 AT 5" CTRS.	NO. 5 AT 10" CTRS.
6'-0" TO 6'-11"	9 1/2"	NO. 5 AT 4 1/2" CTRS.	NO. 5 AT 9" CTRS.
7'-0" TO 7'-11"	10"	NO. 6 AT 5 1/2" CTRS.	NO. 6 AT 11" CTRS.
8'-0" TO 8'-11"	11"	NO. 6 AT 5 1/2" CTRS.	NO. 6 AT 11" CTRS.
9'-0" TO 10'-0"	12"	NO. 6 AT 5" CTRS.	NO. 6 AT 10" CTRS.

Design is based on the following estimated elevations:  
 RIM = 1491.72  
 Manhole Top of bottom Slab = 1481.92  
 36" West FL = 1483.30  
 36" East FL = 1483.77  
 8" Sanitary FL = 1483.00

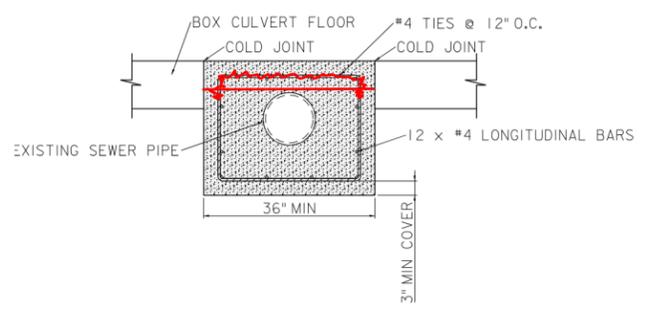
Manhole Dimensions:  
 H = 9.75'  
 Y = 9" (thickness of top and bottom slab)  
 LS = 5'  
 SS = 5'  
 T1&T2 = 8" (I assumed uniform wall thickness from bottom to top)

Rebar based on Charts & Tables  
 Walls = No. 4 bars @ 10" spacing  
 Top & Bottom Slabs:  
 Primary Reinf = No. 5 @ 5" spacing  
 Distribution Reinf = No. 5 @ 10" spacing



8" Sanitary with standard encasement detail used on Park Ave  
 Eliminate rebar above the sanitary

NDOT Type C Manhole  
 Std Plan 435-R3  
 Scale 1" = 5' on 11x17



5. Consideration of a Recommendation to Award an Agreement to Broken Arrow Excavating LLC for the Wastewater Treatment Facility Improvements Soil Surcharge Project in the Amount of \$506,600 - City Engineer Oneby



Building a Better World  
for All of Us®

July 26, 2024

RE: Seward, Nebraska  
2024 WWTF Soil Surcharge  
SEH No. SEWAC 163917 14.00

Honorable Mayor and City Council  
c/o Michael Oneby  
City of Seward  
537 Main Street  
Seward, NE 68434

Dear Mr. Oneby:

Bids were opened via QuestCDN at 11:00 a.m. on July 25, 2024, for the above-referenced improvement. A total of 3 bids were received ranging between \$506,600.00 and \$618,123.55. The low bid was submitted by Broken Arrow Excavating LLC of Pleasant Dale, Nebraska in the amount of \$506,600.00. A complete tabulation of bids is enclosed.

	<b>Total</b>	<b>Percent Difference</b>
Engineer's Estimate	\$699,885.00	
Broken Arrow	\$506,600.00	-27.62%
Gana Trucking & Excavating	\$541,501.96	-22.63%
K2 Construction	\$618,123.55	-11.68%

We know of no reason the project should not be awarded to the low bidder for the amount of \$506,600.00.

Please contact me if you have any questions.

Sincerely,

Colin Marcusen, PE  
Project Manager  
(Lic. MN, ND, SD, IA, NE, PA, TX)

mrB

Enclosures

c: Allie Vollhaber, SEH  
Ben Klaus, SEH  
Brandon Koll, City of Seward

x:\p\ts\sewac\163917\1-gen\14-corr\surcharge\2024.07.26 | owner recommend award.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



# TABULATION OF BIDS

PROJECT NO.: SEWAC 163917  
 NAME: 2024 WWTF SOIL SURCHARGE  
 OWNER: CITY OF SEWARD, NE  
 BID DATE: 11:00 A.M., THURSDAY, JULY 25, 2024

ITEM	CODE	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 BROKEN ARROW		2 GANA TRUCKING & EXC.		3 K2 CONSTRUCTION	
					UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>BASE BID</b>												
1	0003.68	250.00	LIN FT	MOVEABLE BARRIER SYSTEM	\$75.00	\$18,750.00	\$50.00	\$12,500.00	\$56.82	\$14,205.00	\$45.00	\$11,250.00
2	0005.01	1.00	LUMP SUM	TRAFFIC CONTROL	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$11,500.00	\$11,500.00	\$1,000.00	\$1,000.00
3	0030.00	1.00	LUMP SUM	MOBILIZATION	\$70,000.00	\$70,000.00	\$12,000.00	\$12,000.00	\$16,800.00	\$16,800.00	\$25,000.00	\$25,000.00
4	1010.01	785.00	CU YD	EXCAVATION (ESTABLISHED QUANTITY)	\$35.00	\$27,475.00	\$4.50	\$3,532.50	\$11.17	\$8,768.45	\$5.50	\$4,317.50
5	1110.99	337.00	LIN FT	REMOVE AND SALVAGE FENCE	\$15.00	\$5,055.00	\$8.50	\$2,864.50	\$9.78	\$3,295.86	\$25.00	\$8,425.00
6	1030.02	15,750.00	CU YD	EMBANKMENT FOR SURCHARGE (ESTABLISHED QUANTITY)	\$25.00	\$393,750.00	\$21.00	\$330,750.00	\$18.12	\$285,390.00	\$26.50	\$417,375.00
7	1117	1.00	EACH	REMOVE MANHOLE	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,400.00	\$1,400.00
8	1995	1.00	EACH	STABILIZED CONSTRUCTION EXIT	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$2,600.00	\$2,600.00
9	2015.02	50.00	CY	CRUSHED ROCK BEDDING	\$50.00	\$2,500.00	\$70.00	\$3,500.00	\$90.93	\$4,546.50	\$86.00	\$4,300.00
10	4764.12	135.00	LIN FT	12" NONPERFORATED P.V.C. PIPE UNDERDRAIN	\$60.00	\$8,100.00	\$30.00	\$4,050.00	\$115.00	\$15,525.00	\$63.00	\$8,505.00
11	7110	320.00	LIN FT	TEMPORARY FENCE	\$4.00	\$1,280.00	\$1.50	\$480.00	\$8.40	\$2,688.00	\$4.80	\$1,536.00
12	L003.51	1,100.00	SQ YD	SEEDING	\$10.00	\$11,000.00	\$3.60	\$3,960.00	\$2.45	\$2,695.00	\$3.00	\$3,300.00
13	L010.99	950.00	SQ YD	TEMPORARY EROSION CONTROL BLANKET	\$7.50	\$7,125.00	\$5.00	\$4,750.00	\$3.79	\$3,600.50	\$3.00	\$2,850.00
14	L021.70	6.00	EACH	AREA INLET PROTECTION	\$300.00	\$1,800.00	\$500.00	\$3,000.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00
15	L022.11	425.00	LIN FT	FABRIC SILT FENCE, LOW POROSITY	\$5.00	\$2,125.00	\$7.00	\$2,975.00	\$4.00	\$1,700.00	\$4.00	\$1,700.00
16	L022.66	1.00	LUMP SUM	SEDIMENT TRAP	\$7,000.00	\$7,000.00	\$1,800.00	\$1,800.00	\$5,011.95	\$5,011.95	\$5,000.00	\$5,000.00
17	L022.83	400.00	LIN FT	SILT CHECK, TYPE 2-HIGH	\$7.00	\$2,800.00	\$11.00	\$4,400.00	\$3.20	\$1,280.00	\$5.25	\$2,100.00
18	W200.04	17.00	POUNDS	DUCTILE IRON FITTINGS, M.J.	\$25.00	\$425.00	\$14.00	\$238.00	\$17.20	\$292.40	\$95.00	\$1,615.00
19	W205.06	13.00	LIN FT	6" WATER MAIN PIPE	\$100.00	\$1,300.00	\$80.00	\$1,040.00	\$356.50	\$4,634.50	\$155.00	\$2,015.00
20	W205.08	10.00	LIN FT	8" WATER MAIN PIPE	\$125.00	\$1,250.00	\$95.00	\$950.00	\$402.50	\$4,025.00	\$230.00	\$2,300.00
21	W219.72	1.00	EACH	6" GATE VALVE AND BOX	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$1,840.00	\$1,840.00	\$2,600.00	\$2,600.00
22	W221.97	1.00	EACH	FIRE HYDRANT	\$8,750.00	\$8,750.00	\$7,500.00	\$7,500.00	\$9,775.00	\$9,775.00	\$11,500.00	\$11,500.00
23	W724.75	1.00	EACH	CONNECT TO WATER MAIN	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$6,325.00	\$6,325.00	\$3,600.00	\$3,600.00
24	W800.05	1.00	EACH	REMOVE GATE VALVE AND BOX	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$575.00	\$575.00	\$350.00	\$350.00
25	W800.21	13.00	LIN FT	REMOVE WATER MAIN PIPE	\$30.00	\$390.00	\$90.00	\$1,170.00	\$57.50	\$747.50	\$15.00	\$195.00



## TABULATION OF BIDS

PROJECT NO.: SEWAC 163917  
 NAME: 2024 WWTF SOIL SURCHARGE  
 OWNER: CITY OF SEWARD, NE  
 BID DATE: 11:00 A.M., THURSDAY, JULY 25, 2024

ITEM	CODE	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 BROKEN ARROW		2 GANA TRUCKING & EXC.		3 K2 CONSTRUCTION	
					UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
26	W800.35	2.00	EACH	REMOVE HYDRANT ASSEMBLY	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$862.50	\$1,725.00	\$750.00	\$1,500.00
27	N/A	199.00	LIN FT	REMOVE PIPE SEWER (STORM)	\$15.00	\$2,985.00	\$15.00	\$2,985.00	\$34.50	\$6,865.50	\$15.00	\$2,985.00
28	N/A	1.00	EACH	REMOVE PIPE GATE (STORM)	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$575.00	\$575.00	\$885.00	\$885.00
29	N/A	3.00	EACH	CONNECT TO EXISTING STORM SEWER	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00	\$4,025.00	\$12,075.00	\$1,140.00	\$3,420.00
30	N/A	118.00	LIN FT	18" PVC SDR 35 STORM SEWER	\$125.00	\$14,750.00	\$110.00	\$12,980.00	\$162.50	\$19,175.00	\$150.00	\$17,700.00
31	N/A	1.00	LUMP SUM	PATCH GRAVEL ROAD	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$3,283.80	\$3,283.80	\$900.00	\$900.00
32	N/A	1.00	EACH	CONSTRUCT DRAINAGE STRUCTURE	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.01	\$0.01
33	N/A	2.00	EACH	ADJUSTING RING FOR MANHOLE CASTING (STORM)	\$300.00	\$600.00	\$4,500.00	\$9,000.00	\$0.00	\$0.00	\$0.01	\$0.02
34	N/A	1.00	EACH	INSTALL CASTING ASSEMBLY	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.01	\$0.01
35	N/A	1.00	EACH	EXTERNAL MANHOLE SEAL (STORM)	\$350.00	\$350.00	\$800.00	\$800.00	\$0.00	\$0.00	\$0.01	\$0.01
36	N/A	480.00	LIN FT	CONSTRUCT SWALE	\$25.00	\$12,000.00	\$5.00	\$2,400.00	\$8.40	\$4,032.00	\$3.00	\$1,440.00
37	N/A	4.00	EACH	INSTALL AND MONITOR SETTLEMENT PLATE	\$2,000.00	\$8,000.00	\$750.00	\$3,000.00	\$10,000.00	\$40,000.00	\$6,575.00	\$26,300.00
38	N/A	5,950.00	SQ YD	(TEMPORARY) POLY COVERING, REINFORCED (6 MIL)	\$4.50	\$26,775.00	\$2.50	\$14,875.00	\$4.00	\$23,800.00	\$2.80	\$16,660.00
<b>TOTAL BASE BID</b>						<b>\$679,885.00</b>		<b>\$486,600.00</b>		<b>\$521,501.96</b>		<b>\$598,123.55</b>
<b>ALLOWANCE</b>												
39	N/A	1.00	LUMP SUM	MAINTENANCE AND RESTORATION OF HAUL ROAD	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
<b>GRAND TOTAL BID</b>						<b>\$699,885.00</b>		<b>\$506,600.00</b>		<b>\$541,501.96</b>		<b>\$618,123.55</b>

X:\PTIS\SEWAC\163917\6-bid-const\Bidding\Surcharge Bid Docs\Bid Tabulation.xlsx\BIDTAB

In addition to the Bid Worksheet electronically completed and submitted online, this BID FORM - DOCUMENT 00 41 00 and the attachments provided must be completed and uploaded to QuestCDN Online prior to the Bid opening time and date.

DOCUMENT 00 41 00

BID FORM

Contractor's Name Broken Arrow Excavating

Telephone (402) 525-8453

PROJECT IDENTIFICATION: 2024 WWTF Soil Surcharge  
Seward, NE  
SEH No. SEWAC 163917

BIDS TO BE OPENED: 11:00 a.m., Thursday, July 25, 2024

TABLE OF ARTICLES

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Article 7 – Defined Terms .....	5
Article 8 – Bid Submittal .....	5

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to [QuestCDN Online](#).
- 1.02 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 attached to and made a condition of this Bid:
  - A. Document 00 43 00 - Bid Bond
  - B. Document 00 43 36 - List of Proposed Subcontractors.
  - C. Document 00 43 37 - List of Proposed Suppliers.
  - D. Document 00 44 14 - List of Project References.
  - E. Document 00 45 17 – Bidder's Proof of Responsibility
  - F. Document 00 45 19 - Affidavit of Non-Collusion.
  - G. 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.

**ARTICLE 3 – BASIS OF BID**

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID				
Item No.	Standard Item No.	Description	Unit	Estimated Quantity
1	0003.68	MOVEABLE BARRIER SYSTEM	LIN FT	250.00
2	0005.01	TRAFFIC CONTROL	LUMP SUM	1.00
3	0030.00	MOBILIZATION	LUMP SUM	1.00
4	1010.01	EXCAVATION (ESTABLISHED QUANTITY)	CU YD	785.00
5	1110.99	REMOVE AND SALVAGE FENCE	LIN FT	337.00
6	1030.02	EMBANKMENT FOR SURCHARGE (ESTABLISHED QUANTITY)	CU YD	15,750.00
7	1117.00	REMOVE MANHOLE	EACH	1.00
8	1995.00	STABILIZED CONSTRUCTION EXIT	EACH	1.00
9	2015.02	CRUSHED ROCK BEDDING	CY	50.00
10	4764.12	12" NONPERFORATED P.V.C. PIPE UNDERDRAIN	LIN FT	135.00
11	7110.00	TEMPORARY FENCE	LIN FT	320.00
12	L003.51	SEEDING	SQ YD	1,100.00
13	L010.99	TEMPORARY EROSION CONTROL BLANKET	SQ YD	950.00
14	L021.70	AREA INLET PROTECTION	EACH	6.00
15	L022.11	FABRIC SILT FENCE, LOW POROSITY	LIN FT	425.00
16	L022.66	SEDIMENT TRAP	LUMP SUM	1.00
17	L022.83	SILT CHECK, TYPE 2-HIGH	LIN FT	400.00
18	W200.04	DUCTILE IRON FITTINGS, M.J.	POUNDS	17.00
19	W205.06	6" WATER MAIN PIPE	LIN FT	13.00
20	W205.08	8" WATER MAIN PIPE	LIN FT	10.00
21	W219.72	6" GATE VALVE AND BOX	EACH	1.00
22	W221.97	FIRE HYDRANT	EACH	1.00
23	W724.75	CONNECT TO WATER MAIN	EACH	1.00
24	W800.05	REMOVE GATE VALVE AND BOX	EACH	1.00
25	W800.21	REMOVE WATER MAIN PIPE	LIN FT	13.00
26	W800.35	REMOVE HYDRANT ASSEMBLY	EACH	2.00
27	N/A	REMOVE PIPE SEWER (STORM)	LIN FT	199.00
28	N/A	REMOVE PIPE GATE (STORM)	EACH	1.00
29	N/A	CONNECT TO EXISTING STORM SEWER	EACH	3.00
30	N/A	18" PVC SDR 35 STORM SEWER	LIN FT	118.00
31	N/A	PATCH GRAVEL ROAD	LUMP SUM	1.00
32	N/A	CONSTRUCT DRAINAGE STRUCTURE	EACH	1.00
33	N/A	ADJUSTING RING FOR MANHOLE CASTING (STORM)	EACH	2.00

UNIT PRICE BID				
Item No.	Standard Item No.	Description	Unit	Estimated Quantity
34	N/A	INSTALL CASTING ASSEMBLY	EACH	1.00
35	N/A	EXTERNAL MANHOLE SEAL (STORM)	EACH	1.00
36	N/A	CONSTRUCT SWALE	LIN FT	480.00
37	N/A	INSTALL AND MONITOR SETTLEMENT PLATE	EACH	4.00
38	N/A	(TEMPORARY) POLY COVERING, REINFORCED (6 MIL)	SQ YD	5,950.00

ALLOWANCE				
Item No.	Description	Unit	Estimated Quantity	Unit Price
39	MAINTENANCE AND RESTORATION OF HAUL ROAD	LUMP SUM	1.00	\$20,000.00

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and 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 calendar 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. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidder
- 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 Addenda via QuestCDN Online.

#### ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS

- 6.01 Bidders Representations
- A. In submitting this Bid, Bidder represents that:
1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.

2. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has carefully studied reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder'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 confirms that the written resolution thereof by Engineer is acceptable to Bidder.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the 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 certifies that:

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; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 7.02.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; 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 or affect the execution of the Contract.

**ARTICLE 7 – DEFINED TERMS**

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

**ARTICLE 8 – BID SUBMITTAL**

8.01 The Bid submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

**A Joint Venture**

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

**A Corporation**

Corporation Name: Broken Arrow Excavating LLC

State of Corporation: Nebraska

Name (General Business, Professional, Service, Limited Liability): Limited Liability Company

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

Name (typed or printed): Steven Pierce

Title: Owner  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

Date of Qualification to do business in Nebraska is 2/16/22  
(State Where Project is Located)

**Contact Information**

Bidder's Business Address: 781 168th Pleasant Dale, NE 68423

Phone: (402) 525-8453 Facsimile: \_\_\_\_\_ E-mail: brokenarrowexcavating1@gmail.com

Submitted on 7/25, 20 24.

State Contractor License No. 94537-24. (If applicable)

**END OF DOCUMENT**

**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b> Name: <b>Broken Arrow Excavating, LLC</b> Address (principal place of business): <b>781 168th</b> <b>Pleasant Dale, NE 68423</b></p>	<p><b>Surety</b> Name: <b>Granite Re, Inc.</b> Address (principal place of business): <b>14001 Quailbrook Drive</b> <b>Oklahoma City, OK 73134</b></p>
<p><b>Owner</b> Name: <b>City of Seward</b> Address (principal place of business): <b>537 Main Street</b> <b>Seward, NE 68434</b></p>	<p><b>Bid</b> Project (name and location): <b>2024 WWTF Soil Surcharge</b> <b>Seward, NE</b></p> <p>Bid Due Date: <b>July 25, 2024</b></p>
<p><b>Bond</b> Penal Sum: <b>5% - Five percent of bid amount</b> Date of Bond: <b>July 25, 2024</b></p>	
<p>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.</p>	
<p><b>Bidder</b> <b>Broken Arrow Excavating, LLC</b> <i>(Full formal name of Bidder)</i></p>	<p><b>Surety</b> <b>Granite Re, Inc.</b> <i>(Full formal name of Surety) (corporate seal)</i></p>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: <b>Kenneth D. Whittington</b> <i>(Printed or typed)</i>
Title: _____	Title: <b>Attorney-in-Fact</b>
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: <b>Kyle McDonald</b> <i>(Printed or typed)</i>
Title: _____	Title: <b>Assistant Secretary</b>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint ventures, if necessary.</i></p>	

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).
1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





DO NOT PUT THIS PAGE WITH YOUR BID — COMPLETE AND FAX OR EMAIL BACK TO GRANITE RE, INC.

**Bid Bond Results Form**

Broken Arrow Excavating, LLC  
781 168th  
Pleasant Dale, NE 68423

Project Owner: City of Seward, NE  
537 Main  
Seward, NE 68434

Bid Date: 07/25/2024

Bid Reference: 2024 WWTF Soil Surcharge / #: SEWAC 16391

Approximate Bid Amount: \$506,600.00

**\*\*\*\* IMPORTANT \*\*\*\* If your bid is over 10% of your estimate, you MUST call us for approval.**

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

	Contractor's Name	Amount
Low	_____	\$ _____
2 <sup>nd</sup>	_____	\$ _____
3 <sup>rd</sup>	_____	\$ _____
Your Bid if Not Listed Above	\$ _____	

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE RETURN THIS TO GRANITE RE, INC. BY FAX OR EMAIL AS SOON AS POSSIBLE.

14001 Quailbrook Drive | Oklahoma City, Oklahoma | granitere.com  
405.752.2600 | 800.440.5953 | Fax: 405.749.6800

*Not licensed in all states. | Granite Re, Inc. conducts business in California as Granite Surety Insurance Company | © 2022 Granite Re, Inc.*

LIST OF PROPOSED SUBCONTRACTORS

Company Excel Underground Telephone No. (402) 803-8257  
Name of Contact Matt Muehente  
Address 2182 Van Don Rd Milford, NE 68405  
Type of Construction Underground utility

Company Stutzman Digging & Excavating Telephone No. (402) 641-1404  
Name of Contact Brett Stutzman  
Address 2577 O Street Rd Milford, NE 68405  
Type of Construction Underground utility

Company GSEC Telephone No. (402) 833-7366  
Name of Contact Jason Buerman  
Address P.O. Box 7004 Omaha NE 68107  
Type of Construction Erosion Control

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

LIST OF PROPOSED SUPPLIERS

Company Core and Main Telephone No. 402 896 6173  
Name of Contact Zach Hoffman  
Address 10707 S 149th St Omaha, NE 68138  
Material/Equipment to be Supplied All pipe supplies

Company Hartmann Construction Telephone No. 402 432 2168  
Name of Contact Andy Hartmann  
Address 1255 Co Rd 238 #10 Seward, NE 68434  
Material/Equipment to be Supplied Dirt

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Material/Equipment to be Supplied \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Material/Equipment to be Supplied \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Material/Equipment to be Supplied \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Material/Equipment to be Supplied \_\_\_\_\_

PROJECT REFERENCES

Below is a listing of the 5 most recent projects of a similar nature to this project which we have completed.

1. Contracting Agency Cooney Refrigeration  
Description of Work Demoed two buildings in Clay Center  
Agency Representative Joe Cooney  
Title Owner Phone (402)469-6939 Date of Contract ~~02/23~~
  
  2. Contracting Agency Lincoln Airport Authority  
Description of Work Demolition  
Agency Representative Robert McNally  
Title Director of Operations Phone (402)458-2402 Date of Contract 12/23
  
  3. Contracting Agency Les Greiss  
Description of Work Demolition of Buildings + Site prep  
Agency Representative Les Greiss  
Title Owner Phone (402)276-0732 Date of Contract \_\_\_\_\_
  
  4. Contracting Agency Joe Nerud (Nerud Construction)  
Description of Work Removal of concrete + Site prep  
Agency Representative Joe Nerud  
Title Owner Phone 402 826 9196 Date of Contract 6/5/24
  
  5. Contracting Agency Carey Hendrix (West Lincoln KOA)  
Description of Work Building roads, camp sites + pond w/dam  
Agency Representative Carey Hendrix  
Title Owner Phone (402)641-1535 Date of Contract \_\_\_\_\_
- Name of Bidder Broken Arrow Excavating  
By Melvin A [Signature]

## BIDDERS PROOF OF RESPONSIBILITY

This Bidders Proof of Responsibility must be submitted in accordance with Article 3.01 of the Instructions to Bidders.

On all contracts, bidder must submit a full and complete statement sworn to before any officer authorized to administer oaths of financial ability, equipment, experience in the work prescribed, and such other matters as the municipality may require for the protection and welfare of the public.

The objective of the questionnaire is not to discourage bidding or make it difficult for qualified bidders to file bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for the Owner to have exact information on financial ability, equipment and experience involved in awarding contracts to parties unfamiliar to the Owner. Owner reserves the right to require additional information before awarding the contract in order to determine qualification for the work.

The contents of this questionnaire will be considered confidential.

This questionnaire is to be submitted to the following; the outside clearly marked "BIDDERS PROOF OF RESPONSIBILITY":

Attn: Colin Marcusen, PE  
Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, MN 55110-3507  
651.490.2000

If the Owner is not satisfied with the sufficiency of the answers to the questionnaire a financial statement may be required or they may reject the bid or require additional information.

## STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder: Broken Arrow Excavating
2. Bidder's Address: 781 168th Pleasant Dale, NE 68423
3. When Organized: 2022
4. Where Incorporated: Nebraska
5. How many years have you been engaged in the contracting business under the present firm name: 25
6. Contracts on hand (attach a list of present contracts, including a schedule as to estimate completion date and gross amount of each contract).
7. General character of work performed by your firm. Site Prep, Land Clearing, Demolition
8. Have you ever failed to complete any work awarded to you:  
Yes  No  If so, attach a statement detailing where and why.
9. Have you ever defaulted on a contract:  
Yes  No  If so, attach a statement detailing where and why.

10. Attach list of the more important contracts completed by your firm, including kind of work and approximate cost.
11. Attach list of your major equipment.
12. Attach a statement of your experience in the construction of work similar in scope to this project.
13. Attach statement of background and experience of the principal members of your personnel, including the officers.
14. Credit availability: Furnish written evidence, preferably from banks.
15. Additional information may also be submitted if desired.

## List of important Contracts -

Seward Apartment Complex - \$76,000

Cooney Refrigeration Demolition - \$114,000

Air. Park Recreation Center Demolition - \$101,000

Homestead Park Demolition and Site Prep - \$56,000

## Major Equipment - GPS in Equipment

Cat D7 Dozer

Bomag Roller

2- John Deere 300G Excavators

John Deere 9530 and Scraper

Komatsu Pc300 Long Reach

Deere 333A Skidsteer

Champion Motor Grader

Jet Side Dumps

Cat 963C Trackloader

Front End Loader

Mini Excavator

Plate Compactor

## Experience In Work -

We have done multiple projects where we import dirt to site and grade and compact in lifts. ~~the~~ We do all kinds of earthwork and dam building. We have never failed a compaction test and take pride in doing things right the first time. All of my operators have 15+ years experience in the industry and many have worked for large corporations on very large scale jobs.



**First Bank**  
of Utica

P.O. Box 215 ♦ 785 D Street  
Utica, Nebraska 68456  
402-534-2191 ♦ Fax 402-534-2192  
www.fbutica.com

July 25, 2024

RE: Seward NE Water Treatment Plant Project Bid  
Statement of Good Standing and Credit Availability for Broken Arrow Excavating LLC

To: City of Seward

Please let this letter serve as notice that Broken Arrow Excavating LLC have been doing business with our bank since they started their business. They have always handled their accounts properly and have never been overdrawn. They have always made their loan payments on time and as agreed.

We have approved a \$100,000 operating loan for Broken Arrow Excavating LLC if needed. This business generally operates on cash to cover their ongoing operating needs and keeps a strong checking account balance at all times.

You may contact me at (402)534-2191, if you need a specific form completed or have any additional questions.

Best Regards,

A handwritten signature in cursive script, appearing to read 'Lynn Hoops'.

Lynn Hoops  
Vice President

*Your Hometown Bank Since 1882*

**MEMBER FDIC**

AFFIDAVIT OF NON-COLLUSION

STATE OF Nebraska

COUNTY OF Seward

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

25 day of July, 2024

Lance K. Larsen  
Notary

(Seal)



Melissa B. Pi...  
Bidder's Signature

Owner / Admin  
Title

Broken Arrow Excavating LLC.  
Company

6. Consideration of a Recommendation to Award a Construction Contract to Eriksen Construction for General Contracting for the Reverse Osmosis Improvements Project in the Amount of \$346,700 - City Engineer Oneby

## Memo of Recommendation of Award

To: City Council, City of Seward, Nebraska  
 From: Purpose Associates, Engineering Consultants  
 Date: August 1, 2024  
 Project: 2024 Reverse Osmosis Improvements  
 Engineer's Project Number: SENE2023A

A bid was held on July 26, 2024 for General Contractor 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.

A previous procurement bid was held in June to procure major RO equipment. This was 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.

The current bid is for a General Contractor who will be in charge of the overall project, receiving the equipment, installation of the skid, and other project needs to provide a complete and operable system.

Six potential primary bidders downloaded the bidding documents and four of those potential prime bidders attended a pre-bid Conference. Four bids were received, as follows:

Company Name	Bid Amount
Velocity Constructors	\$582,353.00
Hawkins Construction	\$476,873.00
Eriksen Construction	\$342,700.00
Judds Brothers Construction Co	\$218,750.00

We are very pleased the city received four bids, which is very good in the current construction climate and considering that on other projects the City has in some cases received only one bidder. With four bids we can be confident that the bids were competitive. The lowest bidder recognized an error in their cost calculations and withdrew their bid, which is not too uncommon. The next lowest bidder, Eriksen Construction, confirmed that they are comfortable with proceeding with their bid. Their references were contacted to ensure they can perform the work adequately and the references provided overall positive feedback about their experiences in working with Eriksen. The bid by Eriksen Construction was for \$342,700. This is below budget and overall the project is currently 26% below its original budget, providing significant savings to the city, as shown in the Table below.

Procurement Bid for Reverse Osmosis System	\$ 666,109
General Contractor Bid	\$ 342,700
<b>Subtotal</b>	<b>\$ 1,009,109</b>
Engineering	\$ 202,500
Resident Project Representative (RPR) (estimated)	\$ 37,920
Other Admin, Printing, Etc (estimated)	\$ 9,000
<b>Total Estimated Cost</b>	<b>\$ 1,258,229</b>
Opinion of Probable Cost During Proposal	\$ 1,700,000
Cost Change	-26%

After discussion with the City Engineer and Director of Water/Wastewater, we recommend the bid be awarded to Eriksen Construction.

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

COPY

CITY OF SEWARD - Reverse Osmosis Improvements (General Contracting)  
Bid Opening  
7/26/2024 at 2:00P

Date/Time Recd	Company Name	Addenda 1	Addenda 2	Bid Amount	Bid Bond?	Complete Response? - Yes/No
1 By mail 7/26 1:19 pm	Velocity Constructors	✓	✓	582,353	✓	✓
3 7/26 1:48 pm	Ericksen Construction	✓	✓	342,700	✓	✓
4 7/26 1:48 pm	Hankins Construction	✓	✓	476,893	✓	✓
2 7/26 1:49 pm	Judd Brothers Construction Co	✓	✓	218,750	✓	✓

City officials present: Mike Cheby, City Engineer  
Brandon Kell, Water/Wastewater Director

Engineer: Purpore Associates  
Present: Adib Amini

**ERIKSEN CONSTRUCTION**

2546 S. Hwy 30

PO Box 610

Blair, Nebraska 68008

**Bid Proposal for:**

**2024 Reverse Osmosis Improvements**

**City of Seward, Nebraska**

**received**  
7/26/24

1:48pm

# 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	\$ 342,700.00
--------------------	---------------

## 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
01	07.23.2024
02	07.25.2024

**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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Eriksen Construction Co., Inc.

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name:

Todd Bade

*(typed or printed)*

Title:

Director of Project Management

*(typed or printed)*

Date:

July 26, 2024

*(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:

Jerri Pederson

*(typed or printed)*

Title:

Administrative Assistant

*(typed or printed)*

Date:

July 26, 2024

*(typed or printed)*

Address for giving notices:

2546 S. Hwy. 30, PO Box 610

Blair, Nebraska 68008

Bidder's Contact:

Name:

Todd Bade

*(typed or printed)*

Title:

Director of Project Management

*(typed or printed)*

Phone:

402-426-3119

Email:

toddb@eriksenconst.com

Address:

2546 S. Hwy. 30

PO Box 610

Blair, Nebraska 68008

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

21168

EJCDC® C-410, Bid Form for Construction Contract.  
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and American Society of Civil Engineers. All rights reserved.

Page 5 of 5

REV July 5, 2024

SENE2023A

**Certificate of Corporate Resolution**

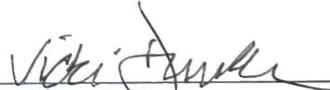
I certify that I am a Secretary of Eriksen Construction Co., Inc. and that at a meeting of the Board of Directors of this Corporation duly called and held at its office at Blair, Nebraska on this 26<sup>th</sup> day of July, 2024, the following resolution was duly adopted and is now in full force and effect:

BE IT RESOLVED that Todd Bade, Director of Project Management, of Eriksen Construction Co., Inc. be

authorized to execute on behalf of the Corporation, the following:

2024 Reverse Osmosis Improvements  
City of Seward, Nebraska

IN WITNESS WHEREOF, I have hereunto affixed my name as a Secretary of the Corporation, and have caused the Corporate Seal of said Corporation to be hereto affixed this 26<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Vicki Dunkle, Secretary  
Eriksen Construction Co., Inc.  
2546 South Hwy. 30  
PO Box 610  
Blair, Nebraska 68008  
Phone: 402-426-3119  
State of Incorporation: Nebraska

CORPORATE SEAL

NEBRASKA

Good Life. Great Connections.

DEPARTMENT OF LABOR



## Contractor Registration Certificate

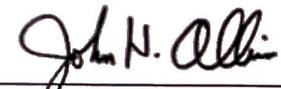
This certificate is non-transferable

**Registration # 21168-23**

Date Expiring: 8/1/2024

ERIKSEN CONSTRUCTION CO., INC.  
ERIKSEN CONSTRUCTION CO., INC.  
2546 SO., HWY 30, P.O. Box 610  
BLAIR, NE 68008

Nebraska Department of Labor  
550 South 16th Street  
Lincoln, NE 68508  
402-471-2239

  
Commissioner of Labor

# Eriksen Construction Co., Inc.

2546 South Hwy. 30 • PO Box 610 • Blair, Nebraska 68008-0610 • 402-426-3119 • Fax 402-426-3150

## Company Overview \*

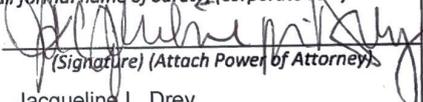
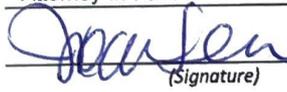
**Federal ID Number:** 47-0664052      **Business Organization:** Corporation  
**Principle Line of Business:** General Contractor      **Date Incorporated:** December, 1983  
**Officers / Principals:** Jennifer Eriksen, President  
Todd Bade, Director of Project Management  
Wes Murdoch, Director of Field Operations  
**State of Nebraska Contractor License:** 21168

## Projects

- North Baltimore Reverse Osmosis WTP; \$3,917,100.00; City of Hastings, Nebraska; HDR Engineering, Inc.
- SOIA Lift Station Improvements (OPW 53816); \$1,147,900.00; City of Omaha, Nebraska; Wade Trim
- 2022 Lift Station Improvements; \$914,000.00; City of Yutan, Nebraska; JEO Consulting Group, Inc.
- WTP Lime Solids Equalization Basin & Outfall Structure; \$4,892,000.00; City of Blair, Nebraska; Eagle Engineering Group

\*Additional Company information to be provided, as necessary, after bid results.

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> <b>Name:</b> Eriksen Construction Co., Inc. <b>Address (principal place of business):</b> P.O. Box 610 Blair, NE 68008	<b>Surety</b> <b>Name:</b> Inland Insurance Company <b>Address (principal place of business):</b> P.O. Box 80468 Lincoln, NE 68501
<b>Owner</b> <b>Name:</b> <b>City of Seward, Nebraska</b> <b>Address (principal place of business):</b> <b>537 Main St, Seward, NE 68434</b>	<b>Bid</b> <b>Project (name and location):</b> <b>Procurement of Reverse Osmosis Equipment</b> <b>2024 Reverse Osmosis Improvements</b> <b>City of Seward</b> <b>Seward, Nebraska</b> <b>Bid Due Date:</b> July 26, 2024
<b>Bond</b> <b>Penal Sum:</b> Five Percent (5%) of Amount Bid <b>Date of Bond:</b> July 26, 2024	
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.	
<b>Bidder</b> Eriksen Construction Co., Inc. <small>(Full formal name of Bidder)</small>	<b>Surety</b> Inland Insurance Company <small>(Full formal name of Surety) (corporate seal)</small>
<b>By:</b>  <small>(Signature)</small>	<b>By:</b>  <small>(Signature) (Attach Power of Attorney)</small>
<b>Name:</b> Jennifer Eriksen <small>(Printed or typed)</small>	<b>Name:</b> Jacqueline L. Drey <small>(Printed or typed)</small>
<b>Title:</b> President	<b>Title:</b> Attorney-in-Fact
<b>Attest:</b>  <small>(Signature)</small>	<b>Attest:</b>  <small>(Signature)</small>
<b>Name:</b> Terri Pederson <small>(Printed or typed)</small>	<b>Name:</b> Joan Leu <small>(Printed or typed)</small>
<b>Title:</b> Administrative Assistant	<b>Title:</b> Witness
<small>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.</small>	

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.

# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska  
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey  
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 19  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed  
this 16th day of February, 20 22.

*Carol J. Clark*

Secretary/Treasurer

By

State of Nebraska

County of

} ss.  
Lancaster

INLAND INSURANCE COMPANY

*Curt L. Hartter* President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*

Notary Public



My Commission Expires February 16, 26.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.  
Signed and sealed at the City of Lincoln, Nebraska this 26th day of July, 20 24.

*Philip C. Abel*

Director



7. Consideration of a Resolution Authorizing the Signing of the Annual Certification of Program Compliance Form for the Nebraska Board of Public Roads Classifications and Standards - City Administrator Butcher

**Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.**

**RESOLUTION**

**SIGNING OF THE  
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
2024**

Resolution No. 2024-23

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

## MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2024

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City  Village  of \_\_\_\_\_  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson  (Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional)

\_\_\_\_\_  
(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509



8. Consideration of a Resolution to Designate City Items as Surplus - City Clerk Bargmann

**RESOLUTION NO. 2024-24**

WHEREAS, the City of Seward, Nebraska has the authority to sell personal property owned by the City;  
and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or more, the City Council shall declare said property as surplus property and approve its disposal; and

WHEREAS, as outlined under Section 44-1.26 of the City Code, in order for the City to sell property having a value of \$5,000 or less, a listing of said property shall be posted; and

WHEREAS, the Governing Body determines that the City Administrator should act and that items should be sold and disposed of by the City of Seward; and

WHEREAS, the City of Seward, Nebraska has the following described property:

City of Seward - Surplus Property Items:

ABB Power Control Device – Cat. # 8R37-1041-31-3001 (2)  
ABB Power Control Device – Cat # 8R37-2041-21-3001 (6)  
ABB Power Control Device – Cat # 8R37-2041-21-3101 (4)  
Bogen Model HFCS1 Speakers (6)

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT:

That the above described property be sold or destroyed by the City of Seward in accordance with the procedures set forth in Section 44-1.26 of the Seward City Code.

The Mayor declared the resolution adopted. Dated this 6th day of August 2024.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann, City Clerk

(SEAL)

9. Update on the Wellness Center - Executive Director Brase  
**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 8/6/24

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

- 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 7<sup>th</sup> and South) and Highway 15 Reconstruction (construction).
- Water Tower project underway, working on final paint design, met with artist and staff 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.
- Assisted Mayor Eickmeier with a number of appointments and reappointments.
- NPPD Summer Billable Demand Online Meeting
- Assisted in finalizing items for Seward Youth Tackle Football.
- Took vacation days on 7/24/24 thru 7/26/24 to Colorado.
- Finalized budget draft and follow up items with Finance Director.
- Reviewed items related to the legislature's special session and it's impact on municipal budgets.
- Met in Seward with other NPPD wholesale municipal customers on strategies related to new NPPD contract negotiations.
- Presented to Kiwanis about City happenings with Mayor Eickmeier.
- Wellness Center bi-weekly construction meeting.
- Reviewed upcoming health insurance premiums with Jones Group.
- Met with CUNE to discuss baseball/softball fields plans.
- Met with department heads about estimated end of the year financials.
- Entered numerous end of the year estimates into budget sheets.
- Met with Nebraska DED and SENDD to discuss CDBG Funds for Rail Campus improvements.
- Attended the NPPD Wholesale Customer meeting in Columbus, NE.

### **Police Department**

- Juvenile Comprehensive Plan Meeting 7/29.
- CASA Board Meeting 8/1.
- Promotion Ceremony 8/2.

### **City Clerk/Human Resources/City Hall**

- TIF application: Create form-fillable and post to website.
- Pump House Station Improvements: Awaiting word on extension, virtual meeting with NEMA on 8/1.
- Current open positions: Library Clerk, Street Seasonal Worker.

### **Water/Wastewater Department**

- Hatch technician for product panel pH Probe Monday.
- Prairie Mechanical for dehumidifier Tuesday.
- Lead Service Line Fliers ready to be mailed.

### **Parks and Rec/Cemetery/Golf/Pool**

- Tackle football equipment check still on-going.
- Flag football and fall soccer registrations are going out this week.
- Working on irrigation at 4-plex.
- Tree down at campground.

### **Civic Center**

- No issues with renovation aside from FedEx Freight struggling to deliver some HVAC items because of construction around the Civic Center.
- Black Hills shut off gas (temporarily) to the old bank and Civic Center on Friday.

#### **Electric Department**

- Take oil samples from substations.
- Work on metering.
- Work on streetlights.
- Work on E. Hillcrest project.

#### **Street Department**

- Work on sidewalk project 8<sup>th</sup> Street.
- Equipment checks.
- Push up burn pile.
- Street cement replacement on East Ridge.

#### **Library**

- 7/30-8/1 United for Libraries Virtual Conference all day.
- 7/30 Summer Finale Pizza Party at Bottle Rocket.
- Staff Meeting 7/31.

#### **Building Inspection/Planning Department**

- Hutchinson Architects have submitted the fire main drawings to Codr Plumbing who will submit to the Fire Marshal. No permit or fee submitted for building permit to the City.
- Sidewalk proposal for replacing missing sidewalk and potentially damaged sidewalk. Putting together financial figures for the proposal.
- Waiting on changes for review of the Rail Campus re-plat.

#### **Engineering**

- Highway 15 Reconstruction Update: move mailboxes, relocate water services and water main conflict.
- GIS updates: ongoing mapping by summer interns.
- New Water Tower Update: Site & utilities work commences, logo re-design, communication tenant agreements.

#### **Finance Dept.**

- Budget.
- Claims.
- Unclaimed property report.

#### **Seward Wellness Center**

- Site Update: Slab poured 7/9, grading & electrical continues, excavation completed last week and base layer rock has been brought in, progress made on framing of locker rooms and paving over the next 2-3 weeks.
- Freedom Run moved to July 27<sup>th</sup>.
- Meeting with High School A.D. 7/8.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE  
ACTION  
ANNOUNCEMENT OF UPCOMING EVENTS  
STRATEGY SESSION**

1. Strategy Session with City Attorney Regarding Real Estate Interests at the Seward Rail Campus - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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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.

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Derek Bargmann, City Clerk

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Date