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

| Tuesday, September 3, 2024 | 7:00 PM | Municipal Building Council Chambers |
|---|---|---|

**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, September 3, 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 complete and submit a Speaker Card to the Clerk prior to the meeting. The Mayor will call speakers to the podium when the item is being considered. 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
9/3/2024
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 | | 228.00 |
| AKRS Equipment Inc | | RE | | 204.01 |
| Allegiant Utility Service | | CI | | 23.52 |
| Allo | | UT | | 401.62 |
| Amazon Business | | SU | | 598.18 |
| Aqua-Chem Inc | | SU | | 567.25 |
| Bargmann Derek | | RI | | 15.00 |
| Bizco Technologies | | IT | | 9,150.00 |
| Blades Group | | SU | | 1,426.00 |
| Blue Cross Blue Shield NE | | BE | | 64,524.39 |
| Blue River Electric LLC | | BU | | 150.00 |
| Blue Valley Pest Control | | BU | | 100.00 |
| Border States Industries | | SU | | 8,813.49 |
| Bound Tree Medical LLC | | SU | | 539.46 |
| Burlington Northern Santa Fe | | AF | | 1,536.38 |
| Campbell Cleaning | | SE | | 1,405.00 |
| Capital Business-Cheyenne | | SE | | 150.00 |
| Capital Business-Dallas | | SE | | 853.16 |
| Caselle Inc | | IT | | 550.00 |
| Cash-Wa Distributing Co | | SU | | 414.29 |
| Cerny Dan | | RI | | 97.88 |
| Chase Card Service | | | | 10,118.43 |
| | Amazon.com | SU | 1,538.48 | |
| | Sam's Club | SU | 1,726.85 | |
| | Brunt Workwear | UN | 160.18 | |
| | Canva | MS | 119.99 | |
| | Emergency Solutions | SE | 158.00 | |
| | Walmart | SU | 576.34 | |
| | NE Secretary of State/Notary | MS | 30.00 | |
| | Herpolsheimers | SE | 65.73 | |
| | Buresh Meats | ML | 837.57 | |
| | The UPS Store | SU | 68.56 | |

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|---|---|---|---|---|
| | Sparetime | ML | 121.10 | |
| | Dragon Palace | ML | 199.25 | |
| | Runza | ML | 152.92 | |
| | Farmers Co-Op | SE | 28.00 | |
| | Uline | SU | 295.43 | |
| | 4Imprint | SU | 355.38 | |
| | Super Saver | SU | 54.71 | |
| | Constant Contact | SE | 23.00 | |
| | ForeUP | IT | 686.08 | |
| | On Deck Sports | EQ | 1,049.99 | |
| | OfficeSupply.com | SU | 55.73 | |
| | SmartSign | GU | 114.73 | |
| | Scheel's | SU | 444.09 | |
| | NNLA | TR | 65.00 | |
| | TracFone | UT | 34.24 | |
| | The Webstaurant Store | SU | 553.54 | |
| | Zoomshift | SE | 86.40 | |
| | American Red Cross | TR | 140.00 | |
| | Spotify | SE | 11.81 | |
| | USPS | PF | 93.35 | |
| | Quill | SU | 231.98 | |
| | Service Charge | MC | 40.00 | |
| City Seward Buildings/Grounds | | OP | | 3,000.00 |
| City Seward Electric Fund | | UT | | 58,194.72 |
| City Seward Library Petty | | PF | | 142.37 |
| City Seward Payroll Account | | SL | | 224,231.72 |
| Constellation Newenergy | | SE | | 30.25 |
| Constructors Inc | | CI | | 8,261.60 |
| Danko Emergency Equipment | | SU | | 924.00 |
| Eakes Office Solutions | | SU | | 174.03 |
| Ehlers Electronics | | SU | | 98.00 |
| Faller Landscape | | SU | | 137.00 |
| Farmers Coop Seward | | SU | | 429.36 |
| Feld Fire Inc | | RE | | 3,087.32 |
| Firstar Fiber Inc | | SE | | 605.92 |
| Fyr-Tek | | RE | | 2,137.50 |
| General Excavating | | CI | | 162,839.35 |
| Gerhold Concrete Co Inc | | CI | | 15,943.52 |
| Global Industrial Inc | | BU | | 3,012.91 |
| Graham Tire | | RE | | 524.00 |
| H&S Plumb Heat & Air Inc | | RE | | 2,183.22 |
| Hauder Alex | | RI | | 90.00 |
| Hawkins Inc | | SU | | 3,193.14 |
| HDR Engineering inc | | CI | | 48,780.39 |

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|---|---|---|
| Hireright LLC | SE | 80.90 |
| Hobson Automotive & Tire | SE | 428.00 |
| Hoffbauer April | CI | 429.98 |
| Husker Electric Supply Co | SU | 2,753.01 |
| JEO Consulting Group | CI | 15,199.25 |
| Johnson Service Company | RE | 3,700.10 |
| Jones Bank | MC | 801.46 |
| JR's Bobcat Service | RE | 800.00 |
| K & Z Distributing | SU | 433.30 |
| Kahler Daniel S | RI | 8.49 |
| Last Mile Network Consult | IT | 75.30 |
| Life Fitness LLC | FA | 117,246.16 |
| Lincoln Winwater Works | RE | 58.65 |
| Mailand'S Clothing | RE | 78.00 |
| Marlin'S Plumbing Heating | BU | 90.50 |
| Matheson Tri-Gas Inc | SU | 184.14 |
| Memorial Health-Drug | SE | 105.00 |
| Menards North | BU | 21.00 |
| Menards South | GU | 1,039.54 |
| Menter Rebekah | RI | 40.00 |
| Mid-American Benefits Inc | BE | 2,056.03 |
| Mid-State Engineer/Test | FA | 7,255.00 |
| Midwest Turf & Irrigation | RE | 115.53 |
| Nebrascut Lawn Care | GU | 65.87 |
| Nebraska D A S Acct OCIO | SE | 245.00 |
| Nebraska Golf & Turf | RE | 147.96 |
| Nebraska Health Lab | TE | 337.00 |
| Nextlink | UT | 110.05 |
| Norris Public Power District | UT | 1,170.79 |
| Olsson | CI | 23,164.36 |
| One Billing solutions LLC | SE | 2,951.87 |
| Pepsi-Cola Of Lincoln | SU | 866.27 |
| Plunkett's Pest Control | GU | 72.44 |
| Principal Financial Group | BE | 2,711.51 |
| Quality Brands Of Lincoln | SU | 1,765.24 |
| Regulatory Software Srvcs | AF | 948.00 |
| Schemmer | CI | 169,766.80 |
| Scorevision LLC | FA | 15,237.75 |
| Seward Co Chamber/Develop | MC | 3,601.40 |
| Seward Electronics | SU | 76.20 |
| Short Elliott Hendrickson | SI | 117,429.61 |
| Siteone Landscape Supply | GU | 425.14 |
| Spickelmier & Son Inc | SE | 2,612.50 |
| State Distributing Co | SU | 395.93 |

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|---|---|---|---|---|
| Subsurface Solutions | | TO | | 246.46 |
| Suhr & Lichty Insurance | | INS | | 3,330.00 |
| Summit Fire Protection | | AF | | 866.00 |
| T. Gibbs Services Inc | | AF | | 200.00 |
| Terziu Naim | | RS | | 14,798.63 |
| U S A Bluebook | | SU | | 166.39 |
| U S Cellular | | UT | | 147.57 |
| Varner Marilyn D | | MC | | 50.00 |
| Verizon Wireless | | UT | | 281.64 |
| Visa - Jones Bk City Card | | | | 6,270.56 |
| | SMTP2GO | IT | 75.00 | |
| | GFO | TR | 170.00 | |
| | Casey's | GS | 100.00 | |
| | Amazon.com | BU | 75.24 | |
| | Sam's Club | SU | 415.19 | |
| | Walmart | SU | 533.03 | |
| | Fast Mart | SU | 165.60 | |
| | Amigos | ML | 487.45 | |
| | Crowne Plaza | TR | 1,148.98 | |
| | Alert All Corp | SU | 3,308.00 | |
| | Service Charge Refunds | MC | -207.93 | |
| Wesco Distribution Inc | | SU | | 838.50 |
| White Cap | | SU | | 346.99 |
| Wylder Maverick | | SE | | 1,900.00 |
| Zimco Supply Co | | SU | | 1,041.00 |
| | | CLAIMS TOTAL | | $1,167,471.15 |

2. Wellness Center Construction Project Report

# SWC Update

**City Council Mtg (9/3/24)**

A (Gym)
Previous: Drywall
Current: Drywall: Paint Ceiling, Floor Survey (Wed)
Next: Paint walls, Equipment install begin last week of September

B (Fitness/Studio)
Previous: Framing
Current: Top Out
Next: Hang & finish drywall, paint ceiling

C (Pool)
Previous: Place rebar for pool and finish rock of current channel
Current: Finish rebar in pool then move to current channel
Next: Pour pool bottom (Sep 9); Goal: Shotcrete done on Sep 13

D (Clasrooms/Locker Rooms)
Previous: Drywall
Current: Finish framing (front desk), backing, and drywall
Next: Paint & Tile

Blvd/Parking Lot
Previous: Parking lot paving started last week
Current: Finish parking lot paving; Blvd poured early this week.
Next: Light install

3. Draft Minutes of August 20, 2024 City Council Meeting

**August 20, 2024**

The Seward City Council met at 7:00 p.m. on Tuesday, August 20, 2024, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, Karl Miller, Tatum Tonniges, Matt Stryson, Rich Wergin, Jonathon Wilken. Councilmembers Absent: John Singleton. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Building/Zoning & Code Enf. Director Tim Dworak, Wellness Center Director Joel Brase, and Police Sergeant Russ Frazey.

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 $1,229,649.26)
4. Police Department Report
5. Draft Minutes of August 6, 2024, City Council Meeting

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

**PUBLIC HEARINGS**

1. REVIEW AND APPROVAL OF THE PRELIMINARY PLAT OF THE SEWARD RAIL CAMPUS PUD 2ND ADDITION

City Engineer Oneby indicated the plat had been revised to update Lot 12 (formerly Lot 2); provide corrections to drainage through Outlot H and lot sizes; and include the expected paving of Worthman Blvd to the western property line. The Planning Commission approved unanimously with the final plat expected next month.

The Mayor opened the public hearing at 7:07 p.m. With no public comment received, the public hearing was closed at 7:07 p.m.

Councilmember Stryson moved, seconded by Councilmember Kahler, to approve the preliminary plat of the Seward Rail Campus PUD 2nd Addition, as presented.

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

**ADMINISTRATIVE ITEMS**

1. DISCUSSION/ACTION REGARDING THE RECONSTRUCTION OF THE 7TH STREET – BRADFORD STREET INTERSECTION

Mr. Oneby described how construction of the current storm water improvements project on Bradford Street had created three options for the Council to consider for the reconstruction of the 7th Street intersection. The intersection was previously constructed with brick but had portions of concrete where piping work had previously been completed. Options included: reconstruct with brick (likely the most expensive); pave only newly excavated portions with cement and leave existing brick elsewhere; or remove all brick and repave with concrete (likely the cheapest and fastest option). Mr. Oneby noted that out of the 2.25 miles of brick roadways existing in the City, the project would approximately remove 70 feet if full concrete repaving was chosen. As an aside, City Administrator Butcher noted that he had spoken with residents in the nearby area, and they preferred concrete reconstruction.

Mayor Eickmeier noted that this was part of a larger discussion that will need to take place in the coming years about the aging brick streets, specifically, where to reconstruct and where to pave with concrete.

Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve the repavement of the 7th Street-Bradford Street intersection with concrete and remove existing bricks.

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

2. UPDATE ON THE PROPOSED FY2024-2025 BUDGET

Mr. Butcher researched the impacts of the unchanged Airport Authority levy request and found that it would not affect the City's status in the 'Truth in Taxation' Law (greater than 2% property tax increase request) for the

upcoming fiscal year. It was suggested by Council to request representatives from the Airport Authority attend a meeting prior to the approval of the budget to discuss their requested budget and market analysis of rental rates.

Mr. Butcher also noted that based on legislation that was approved via LB34, the City would be limited in FY25-26 to a hard cap of the consumer price index (CPI), plus the real growth rate. With the current 'Truth in Taxation' threshold, it was recognized the City could ask for a max of 4.02% for the upcoming fiscal year without being included in a special public hearing, which would be achieved by lowering the levy to 0.2895. If the levy were left unchanged—at 0.2990—an approximate surplus of $148k would be achieved but the City would be subject to the special public hearing to entertain public input. Since it was the last year with the possibility to exceed the cap, he mentioned those excess funds could be utilized to begin the long-discussed sidewalk project which would improve, replace, or install sidewalks in previously identified areas of need. The program would be approved by the Council before implemented.

Councilmember Kolterman moved, seconded by Councilmember Miller, to recommend that the 0.2990 levy remain unchanged for the 2024-2025 fiscal year.

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

Additionally, Mr. Butcher presented a previously undiscussed budget item to be considered for the upcoming fiscal year – a no-cost individual membership for all full-time employees to the Seward Wellness Center. If included, this would essentially be a transfer from the general fund to the Wellness Center budget. He mentioned, if approved, this would be a defined benefit as included in the City's compensation package. A consensus was provided from the Council to include this item in the proposed budget.

3. CONSIDERATION OF APPROVAL TO APPLY FOR A LAND & CONSERVATION FUND FOR THE PLUM CREEK TURF PROJECT

Executive Director Brase indicated that he was a member of the Plum Creek Turf Committee, which has been trying to raise funds for the project. The Committee plans to leverage donations (expected at $600k) to apply for a matching Land & Conservation Fund Grant with the City as the sponsor. No City funds are expected to be expended.

Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve the City's application for a Land & Conservation Fund Grant in the amount of $600k to assist the Plum Creek Turf Project.

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

4. UPDATE ON THE WELLNESS CENTER PROJECT

Executive Director Brase informed that framing and drywalling are continuing. The gym area will be surveyed on August 28th for preparation of wood floor installation. The first pool wall pours are expected in the next few weeks. The Boulevard and parking lot pours will be completed by the end of August, with sidewalks and light poles installed.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of August 20, 2024, be accepted.

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

**MOTION TO ADJOURN**

Councilmember Kahler moved, seconded by Councilmember Tonniges, that the August 20, 2024, City Council Meeting be adjourned.

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

Adjourned approximately 8:39 p.m.

THE CITY OF SEWARD, NEBRASKA

_____
Joshua Eickmeier, Mayor

_____
Derek Bargmann, City Clerk

**ADMINISTRATIVE ITEMS**

1. Consideration of a Request from Zabka-Perdue Funeral Home to Place a Clock at the Seward Bandshell in Celebration of their 150th Anniversary - Greg Zabka

electric time® company, inc.

July 10, 2024

Greg & Dixie Zabka
Zabka Perdue Funeral Home
1768 Karol Kay Blvd.
Seward, NE 68434
Via email: gndzabka@windstream.net

Subject: Clock Equipment Quotation - Seward NE Band Shell - Zabka Perdue Funeral Home

Dear Greg & Dixie:

Thank you for your interest in Electric Time clocks. In reply to your request, I am sending Drawings A-17137, A-17137-PLQ & A-5095, plus Data Sheets 452, 453, 439, 469, 467 & 483, along with our Standard Terms and Conditions of Sale.

We are pleased to quote on the equipment you requested, as follows:

| Qty | Description |
|---|---|
| (1) | **Complete Small Two-Dial E. Howard Post Clock Replica**, with an electronic reset control in the base per Drawing A-17137 (approval pending). |

Cast aluminum post and doors, one door to be removable for access to the interior. The base of the post measures approximately 11" square. Cast aluminum top head and ornamental top. Clock to be an authentic reduced size historical reproduction of the Howard two dial post clock. No fiberglass to be used. Total height of clock, 10'-9". UL listed. Single source: Clock, controller and movement to be manufactured by the same company.

All exterior parts of the clock to have a high solids, exterior grade, matte black polyurethane painted finish with a satin clear top coat. Our standard painted finishes are: medium or dark bronze (matches Duranodic #312 & #313), off-white, matte-black, satin aluminum, forest green, red, bright white, blue or gold. Raised aluminum header lettering and saddle lettering, highlighted in gold paint, is available at no additional charge (value US$390.00) to read "SEWARD" and "2024" respectively. Gold painted highlighting on casting details at no additional charge.

Flat milky-white acrylic dials. Dials to be back lighted with LEDs. Illumination to be controlled by a photoelectric cell.

Black dial markings Style "T" and clock hands Style "GS". Hands made of aluminum with non-corrosive bronze bushings. Clear flat tempered glass crystals are provided for protection of the clock faces and hands.

Style MI clock movements. All bearing surfaces to be made of self-lubricating materials, as periodic lubrication will then not be required. All parts to be made of non-corrosive metals such as brass and stainless steel. UL listed.

Type CTRL-99BMI, Automatic Clock Controller with IP65 enclosure – Indoor & Outdoor Use. Automatically resets clock after power failures and for Daylight Savings Time (if required). Precision Quartz Time base 4 minutes per year maximum drift. Optional GPS – no drift. Built in 100 year daylight savings time calendar. 2 Line 16 character back lighted LCD display. ETL listed to UL 863.
Power Failure Event logging. Standard MI output – 4 clocks maximum standard. Standard 24VDC RP output -20 clocks maximum. Sweep Second hand output. Hour Strike Capability. RS-232 and RS-485 output ports. 24 VAC hour strike output – configurable pulse output. To be located in base of clock by Manufacturer.

GPS Satellite Receiver mounted inside the clock head by Manufacturer. To enable clock to synchronize with National Bureau Standard Atomic Clock. This will provide time accurate to 1 microsecond 1x10-6.

Stainless steel anchor rods, full size templates and foundation drawing for foundation.

Cast bronze plaque to be mounted on side one operating door, ***or please specify location***. Plaque per Drawing A-17137-PLQ (approval pending).

All of the above for the net (BUY) price of US$15,901.00, plus US$1,416.00 shipping and handling to Seward, NE. This price does not include any sales taxes or installation.

**Options**

Raised aluminum header and saddle lettering, highlighted in gold paint, is provided at no additional charge during our Street Clock Special (value US$390.00).

Dial lettering (simple black text) is available at no additional cost. Logos are available for an additional cost and can be quoted - we would need to receive the logo in a vector file format. ***Please if desired when ordering.***

We can offer 23k gold leaf highlights (in lieu of the painted highlights) for an additional US$3,300.00 – ***please specify if desired when ordering.***

Since this equipment is custom built, on orders over US$1,000.00 we require a 40% deposit. We accept checks, credit cards, and ACH/wire payments. Payments made with a credit card are subject to a 3% convenience fee. Delivery is approximately 12 to 15 weeks after receipt of purchase order, deposit and release, F.O.B., Medfield, MA. Please see enclosed Standard Terms and Conditions of Sale.

If I can be of any further assistance please let me know.

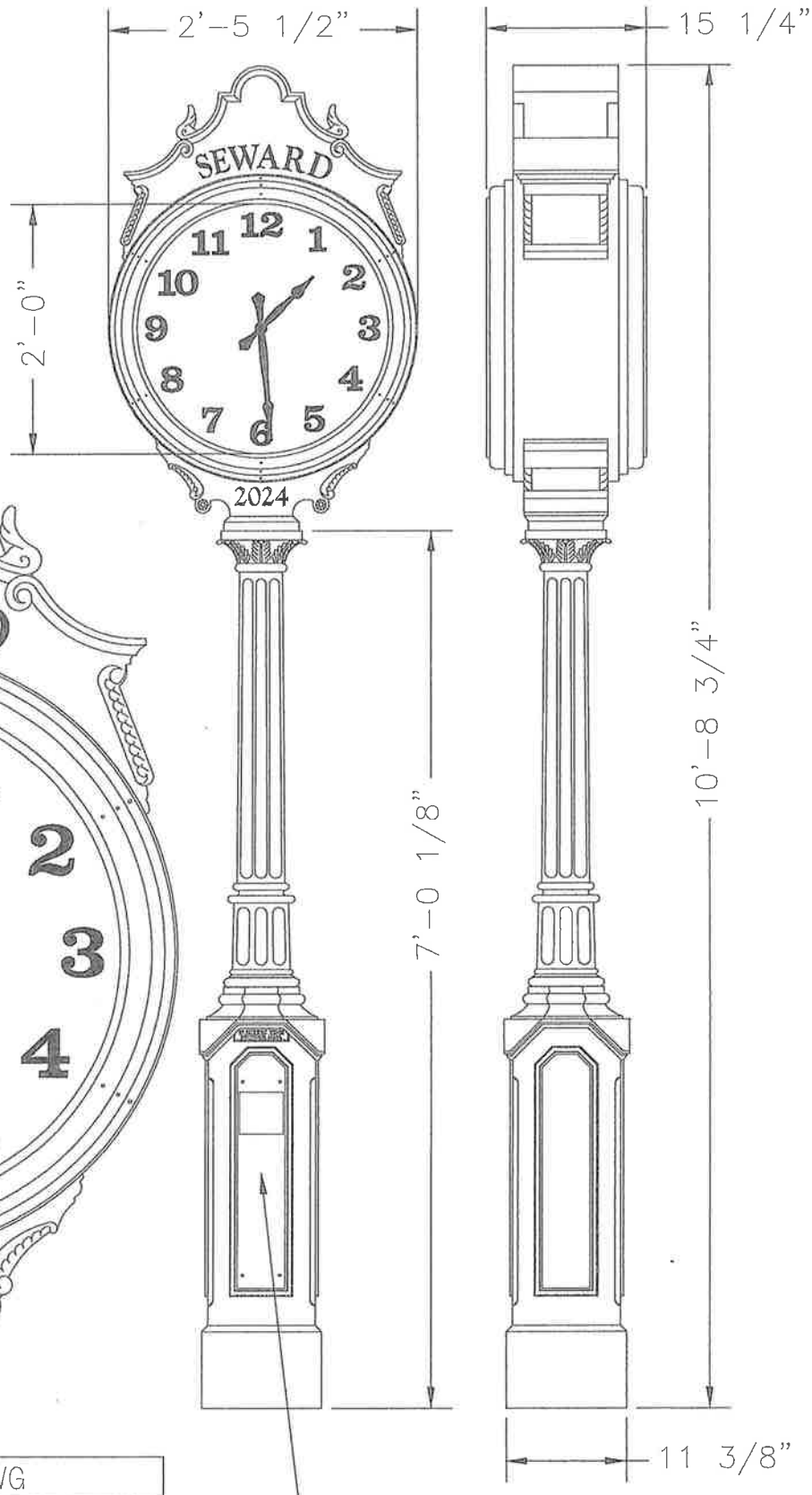
Sincerely,

Brandie Morris

Brandie Morris
Director of Marketing
blm@electrictime.com

FACE: T
HANDS: GS

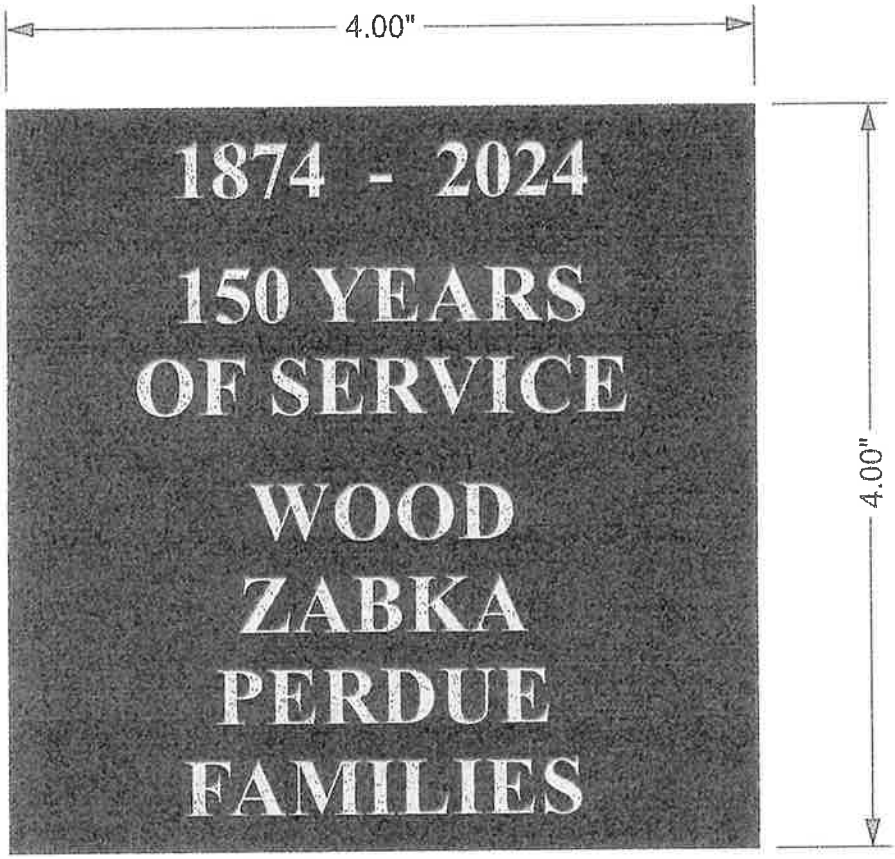
HEAD DETAIL
SCALE: 1-1/2" = 1'




POST CLOCK ELEV.
SCALE: 3/4" = 1'

| | | | | |
|---|---|---|---|---|
| VIEW LASER | PATH M:\ACAD10\A-17137.DWG | | | |
| DRAWING A-17137 / REVISIONS | TITLE Small 2 Dial Howard Post Clock<br>Zabka Perdue Funeral Home (NE) | | | |
| | SCALE AS NOTED | DATE 06-25-24 | DRAWN WOR | APP'V TDE |

electric time company, inc medfield, ma




SPECIFICATIONS:
- MOUNTING - BLIND STUDS
- BORDER - NO BORDER
- TEXTURE - LEATHERETTE
- BACKGROUND - BLACK FINISH
- CLEAR COAT - SATIN
- OVERALL SIZE = 4" WIDE x 4" TALL

| REV. | DESCRIPTION | DATE | ENG |
|---|---|---|---|
| | | | |

VIEW

PATH M:\CDR\A-17137-PLQ.CDR

DRAWING A-17137-PLQ

REVISIONS

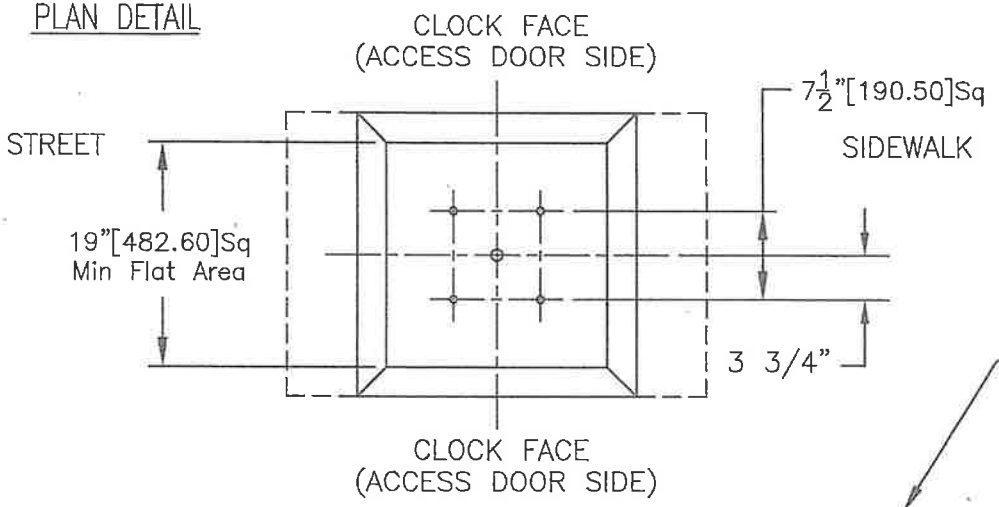
TITLE
Dedication Plaque
Zabka Perdue Funeral Home (NE)

| SCALE | DATE | DRAWN | APP'V |
|---|---|---|---|
| FULL | 06-26-24 | WOR | TDE |

electric time company, inc.

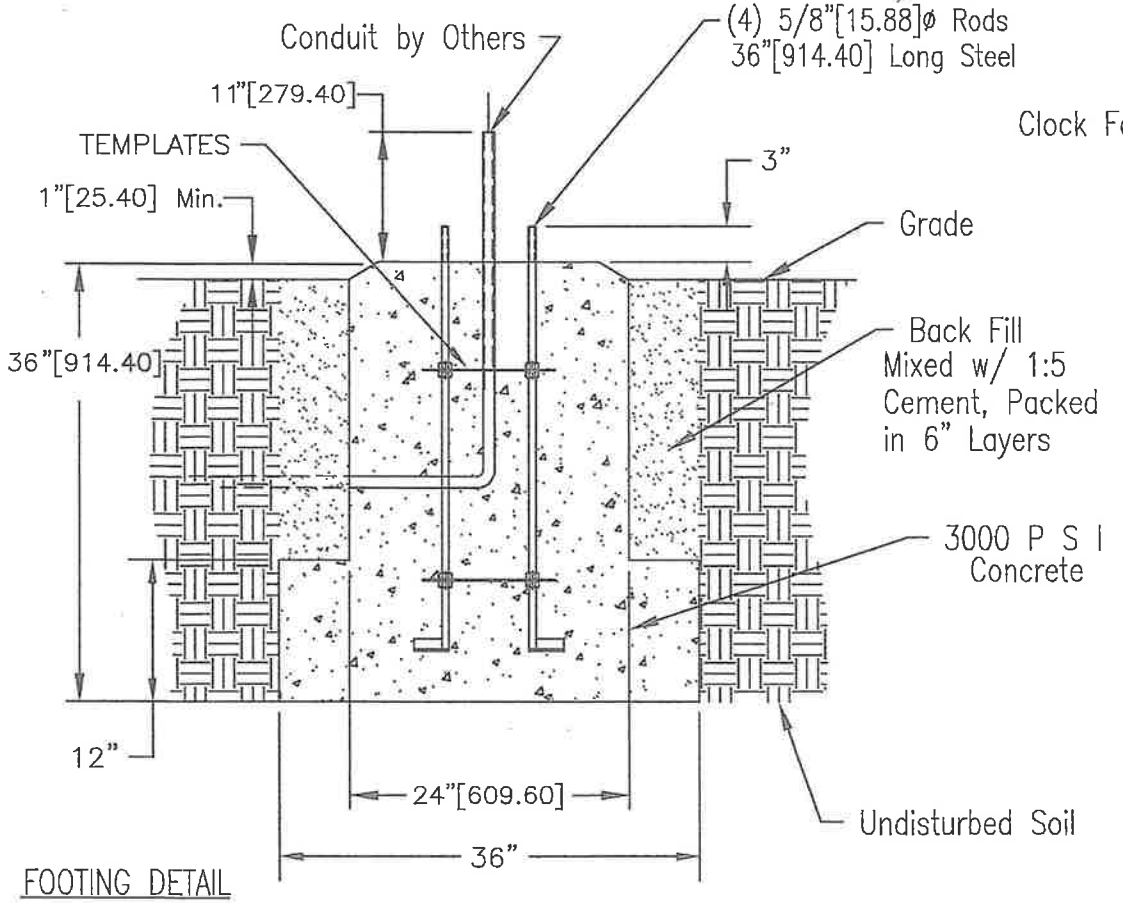
THIS DRAWING IN DESIGN AND DETAIL IS OUR PROPERTY, AND MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK.
ALL RIGHTS OF DESIGN OR INVENTIONS ARE RESERVED.

PLAN DETAIL

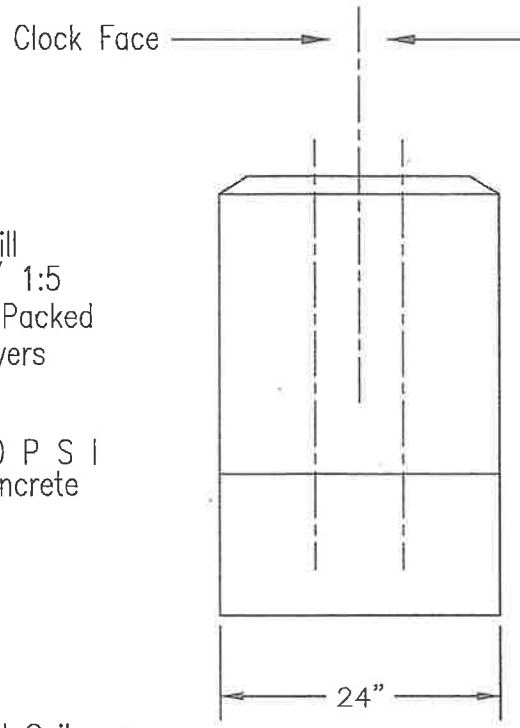



NOTE: 1ST PLATE TO BE 6" FROM BOTTOM AND 2ND PLATE 24" FROM BOTTOM. MAKE SURE ANCHOR RODS ARE 7-1/2" ON CENTER AND PERPENDICULAR TO GRADE AFTER POURING

If mounting indoors on existing concrete slab, use 5/8"x5"Lg Concrete Bolts, 2-3/4" min. embedded depth (McMaster Carr #92405A402)




FOOTING DETAIL




SIDE ELEVATION

PATH D:\ACAD10\A-5095.DWG

TITLE Small E. Howard Post Foundation Detail

SCALE 3/4" = 1'

DATE 4-29-94

DRAWN

APP'V TDE

electrictime company, inc medfield, ma

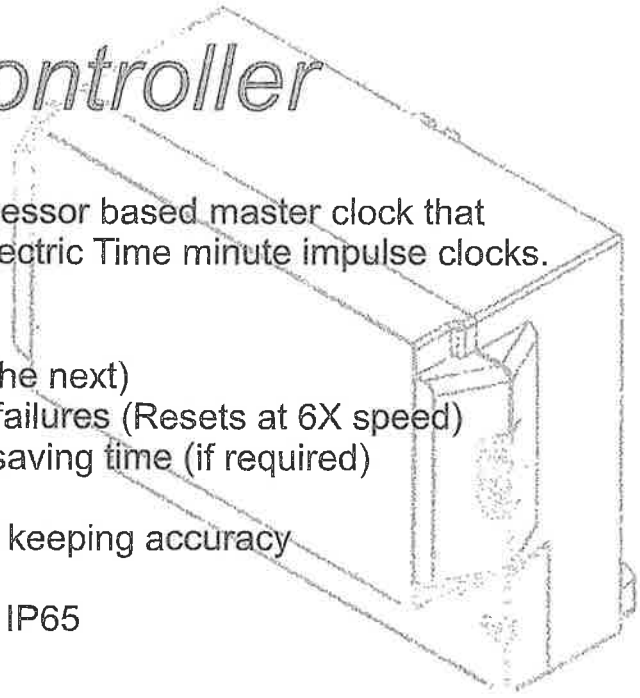
VIEW

| REVISIONS | | |
|---|---|---|
| Rev. A | 10-12-94 | |
| Rev. B | 10-10-95 | DMC |
| Rev. C | 10-10-96 | DMC |
| Rev. D | 3-22-02 | WOR |
| Rev. E | 5-5-06 | WOR |

DRAWING A-5095

electric time® company, inc.

# 99B-MI Clock Controller



The 99B-MI Clock Controller is a microprocessor based master clock that provides completely automatic control of Electric Time minute impulse clocks.

- Provides "Minute Impulse" (MI) Control
  (Clock hands index from one minute to the next)
- Automatically resets clocks after power failures (Resets at 6X speed)
- Automatically resets clocks for daylight saving time (if required)
- Precision Quartz Time Base
- Optional GPS interface for ultimate time keeping accuracy
- 10 Year Battery Backup for time base
- For indoor or outdoor use - Protected to IP65
- ETL listed to UL 863

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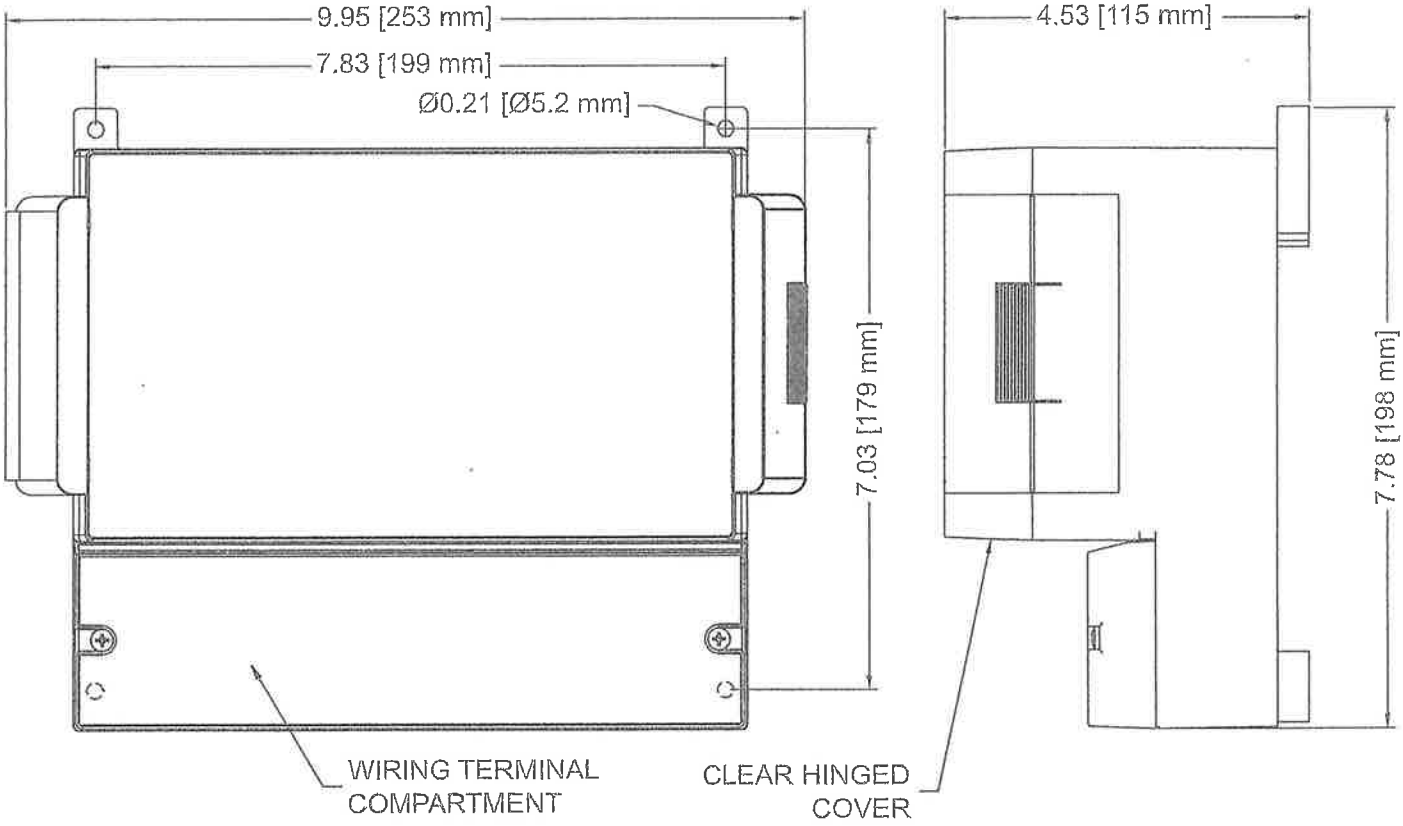
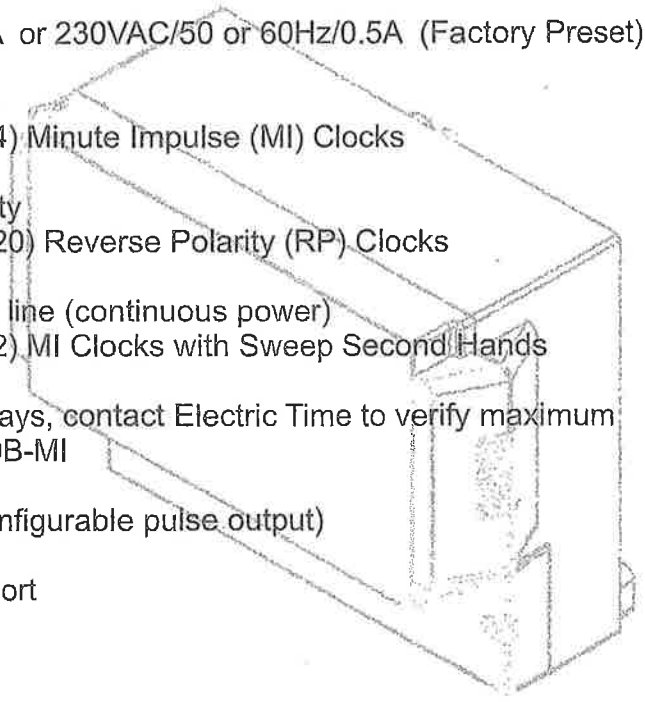
Electric Time Company, inc. Medfield, MA 02052 USA
Ph: (508) 359-4396 Fax: (508) 359-4482
www.electrictime.com




DIMENSIONS IN INCHES [MILLIMETERS]

## 99B-MI Specifications

| | |
|---|---|
| **Input Power** | 115VAC/50 or 60Hz/1A or 230VAC/50 or 60Hz/0.5A (Factory Preset) |
| **Clock Outputs** | 24VAC Minute Impulse<br>• Controls up to (4) Minute Impulse (MI) Clocks<br><br>24VDC Reverse Polarity<br>• Controls up to (20) Reverse Polarity (RP) Clocks<br><br>24VAC Sweep Second line (continuous power)<br>• Controls up to (2) MI Clocks with Sweep Second Hands<br><br>**For multiple clock arrays, contact Electric Time to verify maximum electrical loads on 99B-MI |
| **Event Outputs** | 24VAC Hour Strike (configurable pulse output) |
| **Communication** | RS-232 port, RS-485 port |



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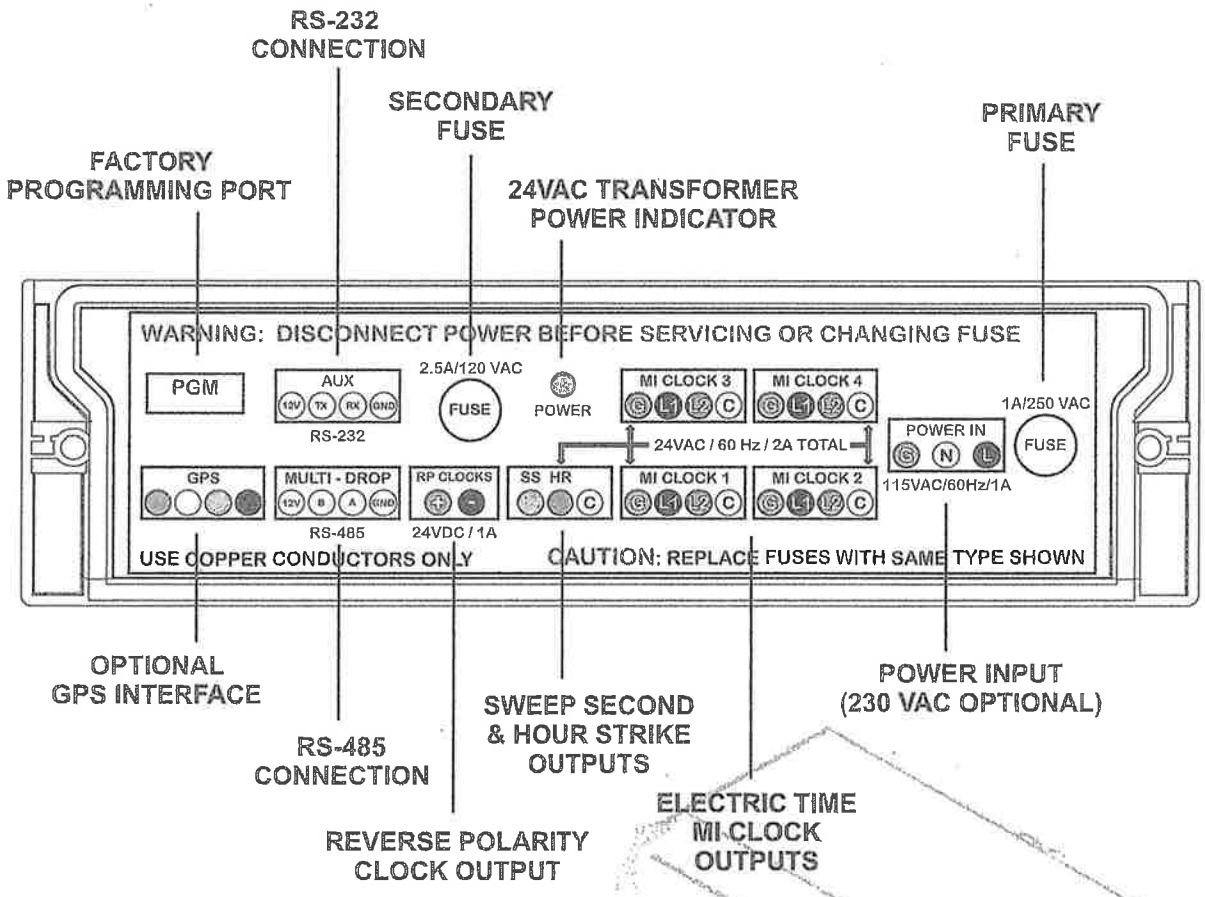
# Terminal Compartment Layout




Connection for ½"conduit provided for power input & MI Outputs
Cable gland strain relief provided for all other connections

Maximum Minute Impulse control wire run 350 feet

Reference Electric Time Company Manual #274 for complete operation and installation instructions

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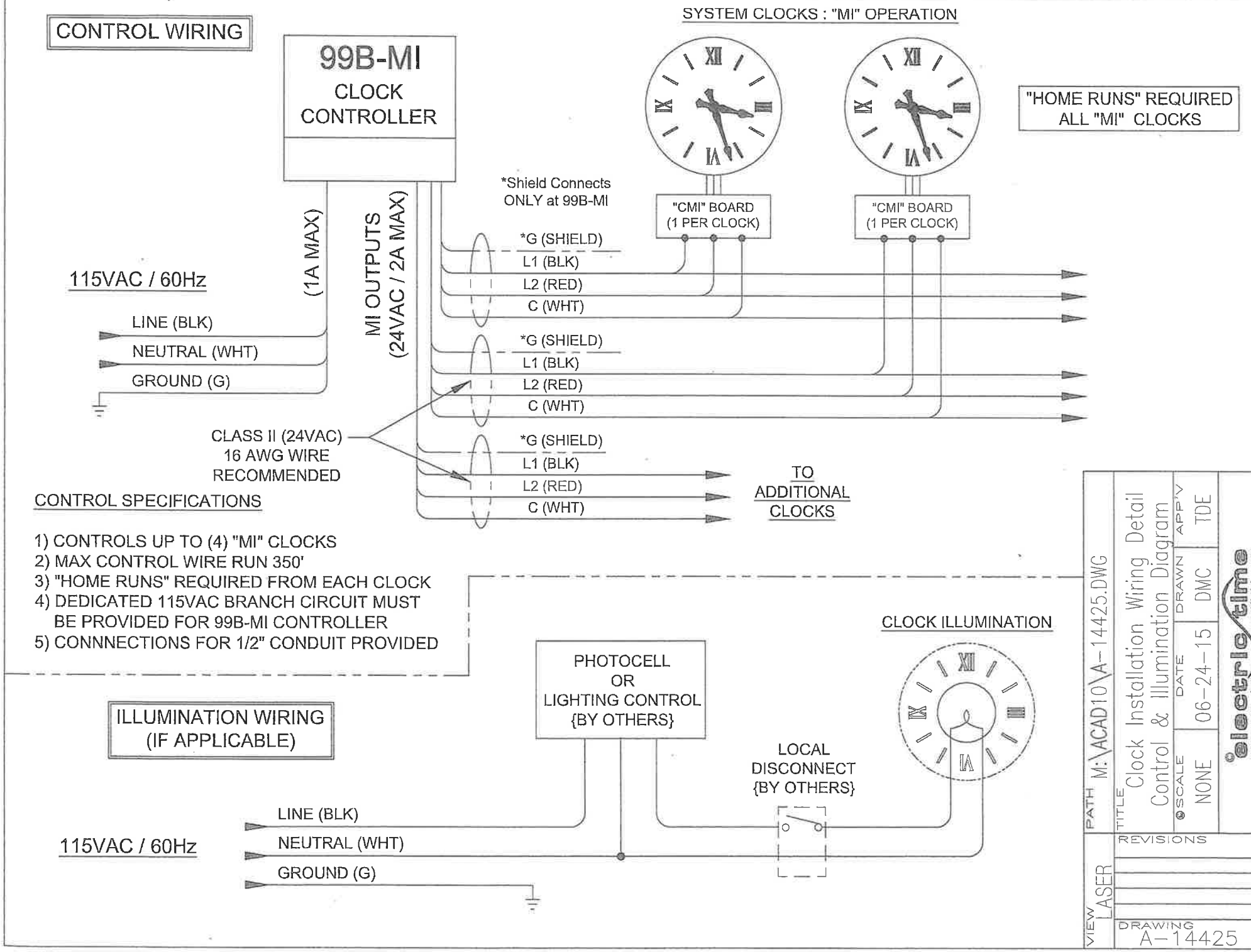
## CONTROL WIRING




### CONTROL SPECIFICATIONS

1) CONTROLS UP TO (4) "MI" CLOCKS
2) MAX CONTROL WIRE RUN 350'
3) "HOME RUNS" REQUIRED FROM EACH CLOCK
4) DEDICATED 115VAC BRANCH CIRCUIT MUST BE PROVIDED FOR 99B-MI CONTROLLER
5) CONNNECTIONS FOR 1/2" CONDUIT PROVIDED

## ILLUMINATION WIRING (IF APPLICABLE)




PATH M:\ACAD10\A-14425.DWG
TITLE Clock Installation Wiring Detail
Control & Illumination Diagram
SCALE NONE
DATE 06-24-15
DRAWN DMC
APP'V TDE
electric time company, inc medfield, ma
REVISIONS
VIEW LASER
DRAWING A-14425

electric time company, inc.

# Standard Terms & Conditions of Sale

97 West Street, P.O. Box 466
Medfield, MA 02052 USA
(p) 508.359.4396 (f) 508.359.4482
www.electrictime.com

**TAXES** Unless otherwise stated, prices are exclusive of applicable sales, excise or similar taxes of federal, state or local government. As a Massachusetts corporation, we collect only Massachusetts taxes. Any other applicable taxes must be reported and paid directly by the purchaser.

**INSURANCE** Any insurance requirements made by you which result in an expense to Electric Time Co., Inc., will be in addition to any published or quoted prices. Copies of insurance certificates are available on request. To be named as an additional insured for a specific project, there will be an additional $250.00 one-time charge.

**PRICES** All prices are in U.S. dollars and payment is to be in U.S. dollars. Unless otherwise stated, if we provide a written quotation, we hold quoted prices for 90 days. Prices are subject to change without notice. It is our policy not to review and execute contracts for orders under $25,000.

**SHIPMENTS** Unless otherwise stated, all shipments are made F.O.B., Medfield, MA, USA. All quoted lead times are approximate based upon current and projected work loads. Shipments will be made the least expensive and fastest way, taking into consideration the delivery and urgent need of your order, unless otherwise stated on your order. Prepaid freight charges will be added to invoices.

**CLAIMS** Upon acceptance from Electric Time Co., Inc. by the carrier, the material becomes the property of the consignee. All claims for damage, breakage or loss, concealed or obvious, must be made to the carrier by the consignee. Claims of short shipment must be made to Electric Time Co., Inc. within five (5) days of receipt of material.

**PAYMENT** Orders under $1,000.00 will require full payment with order. Since all the equipment we manufacture is custom built, we require a 40% deposit on any order over $1,000.00. To establish an account with us, we require three credit references and the name of your bank with full addresses. If you do not care to open an account, we can ship upon receipt of final payment. All payments are due NET 10 days upon receipt of invoice. Final payment is due within 30 days after shipment of clocks invoiced. After 30 days, there will be a 1-1/2% interest charge per month on any unpaid balance. Minimum invoice charge is $55.00. Payments made with a credit card are subject to a 3% convenience fee. For international sales, payment is to be made by wire transfer.

**WARRANTY** All equipment is sold subject to the mutual agreement that it is warranted by Electric Time Co., Inc. to be free from defects of material and construction, but our liability in connection with it shall be limited to replacing or repairing without charge at our factory any material or construction defects which become apparent within three years from the date on which new equipment is shipped, that we shall have no liability for damages of any kind arising from the installation and/or use of the apparatus by anyone, and that the purchaser by the acceptance of the equipment will assume all liability for any damages which may result from its use or misuse by the purchaser, his or its employees or by others. There is no guarantee or warranty or liability except as here stated.

**RETURNS** Since most of our clocks are custom built, in general, returns are not accepted. Standard stock items may be returned for credit, subject to inspection and acceptance, if prior authorization has been obtained from Electric Time Co., Inc. There will be a 20% restocking charge on all standard catalog items.

**FINISHES** Our standard paint colors are matte black, off-white, bright-white, satin aluminum, medium bronze (matches Duranodic #312), dark bronze (matches Duranodic #313), forest green, gold, blue and red. Other colors and finishes are available at additional cost.

2. Items Related to the FY2024-2025 Budget - City Administrator Butcher

**CITY OF SEWARD**

**2024-2025 BUDGET**

**CASH SUMMARY**

| | CASH | ACTUAL | ACTUAL | ACTUAL | | ACTUAL | BUDGETED | ESTIMATED | ESTMATED | BUDGETED | ESTIMATED | ESTIMATED | PROPOSED | PROPOSED | PROPOSED | | ENDING |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 10/1/2022 | 2022-2023 | 2022-2023 | 2022-2023 | | 9/30/2023 | 2023-2024 | 2023-2024 | 2023-2024 | 2023-2024 | 2023-2024 | 9/30/2024 | 2024-2025 | 2024-2025 | 2024-2025 | | CASH |
| | BALANCE | REVENUES | TRANSFERS | EXPENSES | Difference | CASH | REVENUES | REVENUES | TRANSFERS | EXPENSES | EXPENSES | CASH | REVENUES | TRANSFERS | EXPENSES | Difference | 9/30/2025 |
| **GENERAL FUND:** | | | | | | | | | | | | | | | | | |
| Administration | 9,278,543 | 5,512,235 | (2,490,000) | (272,670) | 2,749,565 | 12,028,108 | 4,831,060 | 5,110,218 | (1,685,000) | (1,955,957) | (285,949) | 15,167,377 | 5,411,338 | (1,000,000) | (362,898) | 4,048,441 | 19,215,818 |
| Building & Codes | 132,946 | 142,868 | | (83,632) | 59,236 | 192,182 | 100,750 | 104,179 | | (120,156) | (97,214) | 199,147 | 99,250 | | (137,341) | (38,091) | 161,056 |
| Cemetery | (124,369) | 90,695 | | (236,406) | (145,711) | (270,080) | 61,250 | 62,580 | | (183,979) | (183,976) | (391,476) | 68,000 | | (259,270) | (191,270) | (582,746) |
| Civic Center | 48,043 | 211,570 | | (260,922) | (49,352) | (1,309) | 1,864,491 | 641,839 | | (1,864,491) | (641,839) | (1,309) | 1,729,525 | | (1,764,525) | (35,000) | (36,309) |
| Dowding Pool | (124,901) | 95,043 | | (269,178) | (174,135) | (299,036) | 97,900 | 121,966 | | (273,371) | (347,013) | (524,083) | 97,900 | | (276,726) | (178,826) | (702,909) |
| Fire & Rescue | (60,850) | 270,985 | | (256,567) | 14,418 | (46,432) | 622,000 | 399,079 | | (903,012) | (268,128) | 84,519 | 509,000 | | (957,256) | (448,256) | (363,737) |
| Golf | (105,294) | 489,379 | | (564,845) | (75,465) | (180,759) | 361,700 | 654,031 | | (559,155) | (720,995) | (247,724) | 599,525 | | (847,337) | (247,812) | (495,535) |
| Levee Accreditation | - 0 - | - 0 - | | (19,354) | (19,354) | (19,354) | 146,250 | - 0 - | | (195,000) | (226,264) | (245,618) | 146,250 | | (215,000) | (68,750) | (314,368) |
| Library | (275,034) | 94,017 | | (789,444) | (695,427) | (970,461) | 40,200 | 125,044 | | (583,052) | (653,567) | (1,498,985) | 41,080 | | (596,015) | (554,935) | (2,053,920) |
| Parks & Rec | (585,164) | 124,204 | | (1,012,546) | (888,342) | (1,473,506) | 111,175 | 135,695 | | (877,748) | (930,931) | (2,268,742) | 123,325 | | (997,441) | (874,116) | (3,142,858) |
| Planning Commission | 25,378 | 4,759 | | (17,784) | (13,026) | 12,352 | 5,100 | 4,110 | | (22,090) | (19,846) | (3,384) | 5,200 | | (41,135) | (35,935) | (39,319) |
| Police | (1,329,812) | 5,714 | | (1,812,749) | (1,807,034) | (3,136,846) | 8,150 | 7,300 | | (2,089,100) | (1,979,486) | (5,109,033) | 6,650 | | (2,198,472) | (2,191,822) | (7,300,855) |
| Rail Campus | 236,474 | 3,000 | | (28,146) | (25,146) | 211,328 | - 0 - | - 0 - | | (40,000) | (30,000) | 181,328 | - 0 - | | (11,000) | (11,000) | 170,328 |
| Recycling | (10,928) | 525 | | (27,608) | (27,083) | (38,011) | 2,250 | 4,972 | | (28,726) | (28,946) | (61,985) | 5,500 | | (35,059) | (29,559) | (91,544) |
| Senior Center | (45,262) | 74,226 | | (165,002) | (90,776) | (136,038) | 80,500 | 83,544 | | (202,748) | (233,467) | (285,960) | 98,000 | | (226,981) | (128,981) | (414,941) |
| Senior Shuttle | (1,111) | 4,370 | | (3,751) | 619 | (492) | 4,600 | 3,800 | | (4,853) | (4,508) | (1,200) | 4,600 | | (4,738) | (138) | (1,339) |
| Engineering | (36,776) | 107,900 | | (143,867) | (35,967) | (72,743) | 120,375 | 120,375 | | (160,499) | (151,413) | (103,781) | 133,663 | | (178,217) | (44,554) | (148,335) |
| Wellness Center | (191,391) | - 0 - | | (32,414) | (32,414) | (223,805) | - 0 - | 12,440 | | (105,860) | (103,467) | (314,832) | 415,000 | | (415,000) | (0) | (314,832) |
| | 6,830,492 | 7,231,491 | (2,490,000) | (5,996,883) | (1,255,392) | 5,575,100 | 8,457,751 | 7,591,171 | (1,685,000) | (10,169,796) | (6,907,011) | 4,574,260 | 9,493,806 | (1,000,000) | (9,524,410) | (1,030,603) | 3,543,656 |
| **SPECIAL REVENUE FUNDS** | | | | | | | | | | | | | | | | | |
| Cemetery Perpetual Care | 250,954 | 14,786 | | - 0 - | 14,786 | 265,740 | 9,825 | 11,355 | | (52,145) | (35,177) | 241,918 | 11,775 | | (145) | 11,630 | 253,548 |
| CDBG Fund | 17,511 | 151,447 | | (151,447) | - 0 - | 17,511 | 135,000 | 135,000 | | (135,000) | (135,000) | 17,511 | - 0 - | | - 0 - | - 0 - | 17,511 |
| LB840 Fund | 254,596 | 271,958 | | (125,000) | 146,958 | 401,553 | 289,500 | 337,642 | | (289,500) | (393,570) | 345,625 | 279,690 | | (279,690) | (0) | 345,625 |
| TIF | 180,537 | 645,672 | | (524,469) | 121,204 | 301,740 | 687,206 | 616,756 | | (696,706) | (671,706) | 246,790 | 642,906 | | (696,706) | (53,800) | 192,990 |
| **CAPITAL PROJECTS FUND** | - 0 - | 466,624 | | (20) | 466,604 | 466,604 | 14,792,000 | 1,967,625 | | (15,242,000) | (1,000,000) | 1,434,229 | 11,161,100 | | (11,100,000) | 61,100 | 1,495,329 |
| **DEBT SERVICE FUND** | 348,222 | 875,109 | | (1,047,531) | (172,423) | 175,799 | 834,993 | 839,452 | | (830,993) | (830,993) | 184,258 | 418,164 | 178,510 | (591,674) | 5,000 | 189,258 |
| **STREET FUND** | 1,843,483 | 1,608,446 | 2,490,000 | (3,537,978) | 560,469 | 2,403,952 | 3,231,693 | 1,736,322 | 1,685,000 | (5,515,583) | (5,181,164) | 644,110 | 5,187,494 | 1,000,000 | (6,797,580) | (610,086) | 34,023 |
| **ENTERPRISE FUNDS:** | | | | | | | | | | | | | | | | | |
| Electric | 6,323,862 | 11,796,691 | | (12,178,191) | (381,500) | 5,942,362 | 11,605,750 | 12,373,168 | | (14,640,831) | (12,548,734) | 5,766,796 | 15,568,990 | | (16,608,103) | (1,039,113) | 4,727,683 |
| Water | 5,161,817 | 2,465,178 | | (4,143,264) | (1,678,086) | 3,483,731 | 5,508,500 | 2,213,500 | | (7,155,655) | (5,252,948) | 444,283 | 7,803,000 | | (7,235,605) | 567,395 | 1,011,678 |
| Sewer | 2,516,085 | 2,137,257 | | (2,674,257) | (537,000) | 1,979,085 | 21,444,450 | 2,468,630 | | (21,101,649) | (1,819,711) | 2,628,004 | 21,807,388 | | (12,121,473) | 9,685,914 | 12,313,919 |
| | 14,001,764 | 16,399,126 | - 0 - | (18,995,712) | (2,596,586) | 11,405,178 | 38,558,700 | 17,055,298 | - 0 - | (42,898,135) | (19,621,393) | 8,839,083 | 45,179,378 | - 0 - | (35,965,181) | 9,214,197 | 18,053,280 |
| GRAND TOTAL | 23,727,558 | 27,664,660 | - 0 - | (30,379,041) | (2,714,380) | 21,013,178 | 66,996,668 | 30,290,620 | - 0 - | (75,829,859) | (34,776,013) | 16,527,785 | 72,374,312 | 178,510 | (64,955,386) | 7,597,437 | 24,125,221 |

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| 2024/2025 | | | | | | | Updated 7-26-24 |
|---|---|---|---|---|---|---|---|
| ADMINISTRATION - GENERAL | | | | | | | |
| | | | | | | | |
| **Account Number** | **Account Name** | **Fiscal Year 2021/2022 Actual** | **Fiscal Year 2022/2023 Actual** | **Fiscal Year 2023/2024 Budget** | **2023/2024 Estimated Ending Balance** | **Fiscal Year 2024/20245Budget** | **Comments** |
| 501.021 | Administration General Revenue - Motor Vehicle Prop Taxes - Restricted | 180,259 | 184,725 | 165,000 | 186,000 | 170,000 | |
| 501.025 | Administration General Revenue - Motor Vehicle Taxes - Pro Rated - Restricted | 4,898 | 4,764 | 4,000 | 4,500 | 4,000 | |
| 501.85 | Administration General Revenue - State Aid | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 501.87 | Administration General Revenue - Municipal Equalization (State) | 26,953 | 71,851 | 68,261 | 68,261 | 193,935 | |
| **Total** | | **212,109** | **261,340** | **237,261** | **258,761** | **367,935** | |
| 501.01 | Administration General Revenue - City Sales Tax - Restricted - from State. | 986,153 | 1,670,396 | 983,848 | 1,174,472 | 1,173,326 | Total sales tax of 2.915M less $591,674 debt service; $150,000 LB840; $300,000 motor vehicle sales tax; $700,000 wellness center/capital improvement fund. (Note: $0 NE Advantage Act Refunds Deducted Prior to Sales Tax Received) |
| **Total** | | **986,153** | **1,670,396** | **983,848** | **1,174,472** | **1,173,326** | |
| 501.90 | Administration General Revenue - Non Operating. | 20,837 | 42,991 | 3,500 | 3,500 | 3,500 | |
| 501.901 | Administration General Revenue - Grants | - 0 - | 7,050 | - 0 - | - 0 - | - 0 - | |
| 501.903 | Administration General Revenue - Non Operating Interest Income. | 14,556 | 99,370 | 15,000 | 108,000 | 50,000 | |
| **Total** | | **35,393** | **149,412** | **18,500** | **111,500** | **53,500** | |
| 501.56 | Administration General Revenue - Donations | 23,595 | 23,842 | 100,000 | 23,000 | 100,000 | Offset 502.50 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/20245Budget | Comments |
|---|---|---|---|---|---|---|---|
| 501.95 | Administration - General Gain/Loss on Disposal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 501.999 | Administration - General Transfers To/From Other | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **23,595** | **23,842** | **100,000** | **23,000** | **100,000** | |
| 501.02 | Administration General Revenue - Property Taxes | 1,717,671 | 1,737,702 | 1,901,591 | 1,901,591 | 2,044,262 | $720,938,042/100*.299 (mil)/1.01 (County Treas Commission); Less Homestead Ex $90,000; |
| 501.022 | Administration General Revenue - Interest on Taxes | 2,718 | 3,710 | 2,600 | 3,000 | 3,000 | |
| 501.023 | Administration General Revenue - Homestead Exemption | 68,860 | 69,765 | 70,000 | 90,000 | 90,000 | |
| 501.026 | Administration General Revenue - In Lieu of Taxes | 22 | 33 | 50 | 22 | 50 | |
| 501.027 | Administration General Revenue - Railroad/Carline Tax | 236 | 221 | 175 | 175 | 175 | |
| 501.029 | Administration General Debt Service Excess | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **1,789,506** | **1,811,431** | **1,974,416** | **1,994,788** | **2,137,487** | |
| 501.03 | Administration General Revenue - Unemployment Tax | 13 | 70 | 60 | 60 | 60 | Interest |
| **Total** | | **13** | **70** | **60** | **60** | **60** | |
| 501.061 | Administration General Occupation Tax Revenue - Liquor | 12,760 | 11,740 | 11,000 | 11,500 | 11,000 | |
| 501.062 | Administration General Occupation Tax Revenue - Coin Op Amusement | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Repealed by City Council |
| 501.063 | Administration General Occupation Tax Revenue - Natural Gas | 124,715 | 160,044 | 150,000 | 137,000 | 150,000 | |
| 501.064 | Administration General Occupation Tax Revenue - Electric Franchise | 1,142,276 | 819,330 | 1,139,800 | 1,186,947 | 1,209,831 | Offset 214.85 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/20245Budget | Comments |
|---|---|---|---|---|---|---|---|
| 501.065 | Administration General Occupation Tax Revenue - Telecom-Land | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Combined with 501.069 |
| 501.066 | Administration General Occupation Tax Revenue - Cable TV. | 64,793 | 67,076 | 62,000 | 65,990 | 62,000 | |
| 501.067 | Administration General Occupation Tax Revenue - Water. | 115,670 | 83,548 | 109,175 | 110200 | 112,200 | Offset 313.85 |
| 501.068 | Administration General Occupation Tax Revenue - Sewer. | 96,294 | - 0 - | - 0 - | - 0 - | - 0 - | Offset 413.89; Reduced to 0% (FYE 9-30-2023) |
| 501.069 | Administration General Occupation Tax Revenue - Mobile Telephone. | 54,619 | 46,663 | 45,000 | 36,000 | 34,000 | Combined with 501.065 |
| **Total** | | **1,611,127** | **1,188,400** | **1,516,975** | **1,547,637** | **1,579,031** | |
| | | | | | | | |
| **Total Administrative Revenue** | | **4,657,895** | **5,104,892** | **4,831,060** | **5,110,218** | **5,411,338** | |
| | | | | | | | |
| 502.01 | Administration General Adm Operating - Salaries | 45,204 | 48,749 | 50,332 | 50,953 | 51,413 | |
| 502.02 | Administration General Adm Operating - Social Security | 3,457 | 3,829 | 3,851 | 3,960 | 3,934 | |
| 502.03 | Administration General Adm Operating - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 502.04 | Administration General Adm Operating- Group Insurance | 4,972 | 4,964 | 5,341 | 4,642 | 5,547 | |
| 502.05 | Administration General Adm Operating - Retirement | 1,254 | 1,473 | 1,568 | 1,565 | 1,633 | |
| 502.059 | Administration General Adm Operating - Wellness | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 502.06 | Administration General Adm Operating - Insurance | 8,293 | 11,948 | 14,336 | 11,000 | 12,100 | |
| 502.07 | Administration General Adm Operating - Audit & Accounting | 810 | 802 | 808 | 828 | 865 | AMGL $302; EMMA Filing $563 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/20245Budget | Comments |
|---|---|---|---|---|---|---|---|
| 502.11 | Administration General Adm Operating - Office Supplies, Postage & Freight | 2,494 | 4,347 | 4,125 | 4,125 | 5,000 | Inventory Tags $125 |
| 502.12 | Administration General Adm Operating - Vehicle Expense | 24 | 53 | 1,500 | - 0 - | - 0 - | |
| 502.162 | Administration General Adm Operating - Telephone | 860 | 875 | 1,100 | 900 | 850 | Time warner $732; US Cellular $100 |
| 502.163 | Administration General Adm Operating - Data Transmission | 5,880 | 5,880 | 5,880 | 6,134 | 5,880 | Great Plains Bill for City Hall & Muni Bldg |
| 502.36 | Administration General Adm Operating - Service/Maintenance Agrmts | 3,239 | 8,513 | 4,316 | 4,000 | 4,316 | General Code Updated $3,500; City Hall/Muni Bldg Copier $506; Pitney Bowes Meter Rent $135; Pitney Bowes Annual Maint $85; Paper Tiger Shredding $90; |
| 502.42 | Administration General Adm Operating - Dues, Memberships, Training, Mileage | 8,756 | 8,163 | 8,449 | 8,449 | 8,871 | |
| 502.44 | Administration General Adm Operating - Publications Fees | 3,415 | 3,014 | 3,000 | 3,567 | 3,500 | |
| 502.53 | Administration General Adm Operating - Info. Technology | 2,014 | 2,260 | 2,528 | 2,528 | 2,820 | gWorks/SimpleCity $213; BIZCO $379; Agenda Mgmt $1,118; ".GOV" Domain $400; Caselle $260; City Hall Firewall Replacement $450 |
| 502.56 | Administration General Adm SCEDC (Seward County Economic Development Corporation) | 69,525 | 71,611 | 73,760 | 73,760 | 78,185 | Seward County Chamber & Development Partnership |
| 502.57 | Administration Chamber of Commerce | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Combined with 502.56 |
| 502.58 | Administration General Adm O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 502.59 | Administration General Adm Operating - Community Texting System | 120 | 148 | 141 | 178 | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/20245Budget | Comments |
|---|---|---|---|---|---|---|---|
| 502.60 | Administration General Adm Operating - Miscellaneous | 2,581 | 1,372 | 2,500 | 1,000 | 2,500 | |
| 502.75 | Administration General Adm O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 502.994 | Administration General Adm General - Depreciation | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 502.995 | Administration General Adm General - Amortization | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 502.996 | Administration General Adm General - Amortization on refunding bonds | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **162,896** | **178,000** | **183,535** | **177,589** | **187,414** | |
| 506.01 | Administration General Adm Legal - Salaries | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 506.02 | Administration General Adm Legal - Social Security | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 506.06 | Administration General Adm Legal - Insurance | 867 | 1,133 | 1,360 | 1,351 | 1,486 | |
| 506.07 | Administration General Adm Operating - Audit & Accounting | 83 | 80 | 82 | 89 | 101 | AMGL $100.75 |
| 506.11 | Administration General Adm Operating - Office Supplies, Postage & Freight | 15 | - 0 - | 100 | 100 | 100 | |
| 506.36 | Administration General Adm Operating - Maintenance Agrmts | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 506.42 | Administration General Adm Operating - Dues, Memberships, Training, Mileage | 4 | 4 | 5 | 5 | 5 | |
| 506.48 | Administration General Adm Operating - Spec. Attorney Fees | 8,301 | 5,773 | 12,500 | 23,000 | 12,500 | Woods & Aitken; Erickson & Sederstrom; Any Special Counsel |
| 506.49 | Administration General Adm Operating - City Attorney Contract | 57,250 | 57,250 | 60,000 | 60,000 | 60,000 | City Attorney Contract |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/20245Budget | Comments |
|---|---|---|---|---|---|---|---|
| 506.50 | Administration General Adm Operating - Seward County Prosecutor Agreement | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Police Dept Budget 512.63 |
| 506.51 | Administration General Adm Operating - City Labor Attorney | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Combined with 506.48 |
| 506.53 | Administration General Adm Operating - Information Technology | 206 | 262 | 315 | 315 | 291 | gWorks/SimpleCity $36; BIZCO $190; Caselle $64.80 |
| 506.57 | Administration General Adm O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 506.60 | Administration General Adm Operating - Miscellaneous | 1,973 | 149 | 1,500 | 500 | 1,000 | |
| **Total** | | **68,699** | **64,650** | **75,862** | **85,360** | **75,483** | |
| | | | | | | | |
| **Total Administrative - General Operating Expense** | | **231,594** | **242,650** | **259,397** | **262,949** | **262,898** | |
| | | | | | | | |
| 502.50 | Administration General Adm General - Donations | 4,610 | 23,268 | 11,560 | 23,000 | 100,000 | Offset by 501.56; |
| 502.95 | Administration General Adm General - Transfers to Other Funds | 990,000 | 2,480,000 | 1,685,000 | 1,685,000 | 1,000,000 | Transfer to Street - 521.999 |
| **Total** | | **994,610** | **2,503,268** | **1,696,560** | **1,708,000** | **1,100,000** | |
| | | | | | | | |
| **Total Administrative - General Administrative Expense** | | **1,226,204** | **2,745,918** | **1,955,957** | **1,970,949** | **1,362,898** | |
| | | | | | | | |
| 502.80 | Administration General Capital Projects - Fixed Assets - C.I.P. | 337,961 | 3,800 | - 0 - | - 0 - | - 0 - | |
| **Total** | | **337,961** | **3,800** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Administrative - C.I.P Expense** | | **337,961** | **3,800** | **- 0 -** | **- 0 -** | **- 0 -** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/20245Budget | Comments |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Total Administrative - General Expense + C.I.P. | | 1,564,165 | 2,749,718 | 1,955,957 | 1,970,949 | 1,362,898 | |
| | | | | | | | |
| Total Administrative | | 3,093,730 | 2,355,174 | 2,875,103 | 3,139,269 | 4,048,441 | |

| 2024/2025 | | | | | | | Updated 8-28-24 |
|---|---|---|---|---|---|---|---|
| BUILDING & CODES | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 581.01 | Revenue - Building Permits | 168,667 | 92,498 | 70,000 | 65,000 | 65,000 | |
| 581.02 | Revenue - Electrical Permits | 3,107 | 835 | 1,000 | 850 | 1,000 | |
| 581.03 | Revenue - Water Permits | 19,561 | 15,812 | 14,000 | 16,647 | 14,000 | |
| 581.04 | Revenue - ROW Permits | 10,515 | 6,332 | 1,200 | 3,820 | 4,000 | |
| 581.05 | Revenue - Mechanical Permits | 15,357 | 26,712 | 14,000 | 16,456 | 14,000 | |
| 581.06 | Revenue - Home Occ Permits | 270 | 140 | 250 | 189 | 250 | |
| 581.45 | Revenue - Property Maint Fee | - 0 - | - 0 - | - 0 - | 450 | 500 | |
| 581.46 | Revenue - Plan Rev/Permits | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Combined with 581.01 |
| 581.90 | Revenue - Non-Operating | 541 | 539 | 300 | 767 | 500 | |
| **Total Building Fund Revenue** | | **218,019** | **142,868** | **100,750** | **104,179** | **99,250** | |
| | | | | | | | |
| **Total Building Fund Revenue** | | **218,019** | **142,868** | **100,750** | **104,179** | **99,250** | |
| | | | | | | | |
| 582.01 | Admin O & M - Salaries | 48,608 | 52,044 | 54,899 | 56,934 | 57,563 | |
| 582.02 | Admin O & M - Social Security | 3,695 | 3,958 | 4,200 | 4,341 | 4,404 | |
| 582.03 | Admin O & M - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 582.04 | Admin O & M - Group Ins | 5,400 | 5,153 | 5,493 | 5,493 | 5,684 | |
| 582.05 | Admin O & M - Retirement | 2,895 | 3,121 | 3,294 | 3,383 | 3,454 | |
| 582.059 | Admin O & M - Wellness | - 0 - | - 0 - | - 0 - | - 0 - | 540 | |
| 582.06 | Admin O & M - Insurance | 5,202 | 6,795 | 8,105 | 7,516 | 8,268 | |
| 582.07 | Admin O & M - Audit & Accounting | 248 | 239 | 245 | 266 | 302 | AMGL $302.25 |
| 582.11 | Admin O & M - Office Supplies, Postage, Freight & Uniforms | 1,410 | 929 | 2,000 | 2,000 | 2,000 | |
| 582.12 | Admin O & M - Gas & Oil | 323 | 147 | 450 | 450 | 450 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 582.16 | Admin O & M - City Use Utilities | 1,687 | 1,711 | 2,000 | 1,620 | 2,000 | |
| 582.162 | Admin O & M - Telephone | 411 | 235 | 300 | 300 | 276 | 50% Cell Reimb $180; TimeWarner $96 |
| 582.20 | Admin O & M - Repairs Maintenance on Equipment | 570 | 97 | 5,000 | 2,100 | 3,000 | |
| 582.36 | Admin O & M - Service Maintenance Agreements | 4,911 | 5,959 | 5,540 | 5,540 | 6,000 | Janitor Contract $4,220; City Hall/ Muni Bldg Copier $540; New Plotter Service Agreement $780 |
| 582.42 | Admin O & M - Dues, Memberships, Training, Mileage | 1,225 | 156 | 4,000 | 2,281 | 4,000 | |
| 582.45 | Admin - Special Projects - Demolition Nuisance Abatement | 850 | - 0 - | 20,000 | - 0 - | 20,000 | |
| 582.46 | Admin - Special Projects - Plan Reviews | 960 | - 0 - | 1,000 | 1,740 | 2,000 | |
| 582.53 | Admin O & M - Information Technology | 2,591 | 2,887 | 2,989 | 2,989 | 3,400 | Adobe $260; BIZCO $758; gWorks/GIS $710; gWorks/SimpleCity $426; Caselle $356 |
| 582.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 582.59 | Admin O & M - Community Text System | 120 | 148 | 141 | 161 | - 0 - | |
| 582.60 | Admin O & M - Miscellaneous Summary | - 0 - | 53 | 500 | 100 | 500 | |
| 582.75 | Admin O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 582.83 | Admin O & M - Strategic Plan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 582.84 | Admin O & M - Technology/Software Licensing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Coding all to 582.53 |
| **Total** | | **81,107** | **83,632** | **120,156** | **97,214** | **123,841** | |
| | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| **Total Building & Codes Operating Expense** | | **81,107** | **83,632** | **120,156** | **97,214** | **123,841** | |
| | | | | | | | |
| 582.80 | Capital Projects - Fixed Assets - Summary | 3,966 | - 0 - | - 0 - | - 0 - | 13,500 | New Pickup $13,500 |
| **Total** | | **3,966** | **- 0 -** | **- 0 -** | **- 0 -** | **13,500** | |
| | | | | | | | |
| **Total Building & Codes C.I.P. Expenses** | | **3,966** | **- 0 -** | **- 0 -** | **- 0 -** | **13,500** | |
| | | | | | | | |
| **Total Building & Codes Expense + C.I.P.** | | **85,073** | **83,632** | **120,156** | **97,214** | **137,341** | |
| | | | | | | | |
| **Total Building & Codes** | | **132,946** | **59,236** | **(19,406)** | **6,965** | **(38,091)** | |

| 2024/2025 | | | | | | | Updated 8-28-24 |
|---|---|---|---|---|---|---|---|
| CDBG/ECON DEVELOPMENT | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 527.10 | Revenue - Loan Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 527.22 | Revenue - Principal Repayment | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 527.25 | Revenue - Interest Repayment | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 527.50 | Revenue - Income | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 527.51 | Revenue - Ded Closeout | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 529.25 | Revenue - Downtown Revitalization Grant Proceeds | 20,698 | 151,447 | 135,000 | 135,000 | - 0 - | |
| **Total** | | **20,698** | **151,447** | **135,000** | **135,000** | **- 0 -** | |
| 529.10 | CDGB Affordable Housing Revenue | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 529.16 | CDBG Rural Entprs Asstance Revenue | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total CDBG Revenue** | | **20,698** | **151,447** | **135,000** | **135,000** | **- 0 -** | |
| | | | | | | | |
| 530.60 | Affordable Housing/Energy | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 530.66 | Rural Enterprise | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| 530.72 | Rail Site Development | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total CDBG Operating Expense** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| 528.35 | CDBG Economic Development Loan - Loan Administration | 27 | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **27** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| **Total CDBG Administrative Expense** | | 27 | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| 528.30 | CDBG Economic Development Loan - Loan Busi Dev Finan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 528.40 | CDBG Economic Development Loan - Loan PW/Infra/EC Dev | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 528.51 | CDBG Economic Development Loan - Ded Close Out | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| 530.65 | CDBG DED Grant - Downtown Revitalization Project | 20,698 | 151,447 | 135,000 | 135,000 | - 0 - | |
| 530.67 | CDBG DED Grant - Downtown Revitalization Project - City Match | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **20,698** | **151,447** | **135,000** | **135,000** | **- 0 -** | |
| | | | | | | | |
| **Total CDBG Expense** | | **20,724** | **151,447** | **135,000** | **135,000** | **- 0 -** | |
| | | | | | | | |
| **Total CDBG** | | (27) | - 0 - | - 0 - | - 0 - | - 0 - | |

| 2024/2025 | | | | | | | Updated 7-26-24 |
|---|---|---|---|---|---|---|---|
| CAPITAL IMPROVEMENTS | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 721.01 | Revenue - City Sales Tax | - 0 - | 466,013 | 792,000 | 682,825 | 780,000 | (0.5% sales tax) |
| 721.50 | Revenue - Grants/Donations | - 0 - | - 0 - | - 0 - | 281,000 | 281,000 | CCCFF Grant |
| 721.90 | Revenue - Non-Operating Revenue | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 721.903 | Revenue - Interest Income | - 0 - | 611 | - 0 - | 3,800 | 100 | |
| 721.995 | Revenue - Transfers from Other Funds | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 721.999 | Revenue - Bond/Loan Proceeds | - 0 - | - 0 - | 14,000,000 | 1,000,000 | 10,100,000 | Short Term Loan $12.1M |
| | | | | | | | |
| **Total** | | **- 0 -** | **466,624** | **14,792,000** | **1,967,625** | **11,161,100** | |
| | | | | | | | |
| **Total Capital Improvement Fund Revenue** | | **- 0 -** | **466,624** | **14,792,000** | **1,967,625** | **11,161,100** | |
| | | | | | | | |
| 722.25 | Capital Imp - Administrative | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 722.60 | Capital Imp - Miscellaneous | - 0 - | 20 | - 0 - | - 0 - | - 0 - | |
| 722.901 | Capital Imp - Bond Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 722.929 | Capital Imp - Bond Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 722.995 | Capital Imp - Transfers to Other Funds | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **20** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Capital Improvement Fund Operating Expense** | | **- 0 -** | **20** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| 722.80 | Capital Imp - Fixed Assets - C.I.P. - Land Development/Building | - 0 - | - 0 - | 15,242,000 | 1,000,000 | 11,100,000 | Design & Engineering $900,000; Capital Construction $10,200,000; All other funds cocered by Seward Changing the Game and Shovel Ready Grant |
| | | | | | | | |
| **Total** | | **- 0 -** | **- 0 -** | **15,242,000** | **1,000,000** | **11,100,000** | |
| | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| Total C.I.P. Capital Improvement Fund Expense | | - 0 - | - 0 - | 15,242,000 | 1,000,000 | 11,100,000 | |
| | | | | | | | |
| Grand Total Capital Improvement Fund Expenses + C.I.P. | | - 0 - | 20 | 15,242,000 | 1,000,000 | 11,100,000 | |
| | | | | | | | |
| Total Capital Improvement Fund | | - 0 - | 466,604 | (450,000) | 967,625 | 61,100 | |

| 2024/2025 | | | | | | | Updated 7-26-24 |
|---|---|---|---|---|---|---|---|
| | CEMETERY | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 561.02 | Cemetery Space Sales | 70,900 | 88,350 | 60,000 | 60,000 | 65,000 | |
| 561.912 | Guthman Trust - Revenue - Regular | 379 | 566 | 425 | 470 | 425 | |
| 561.913 | Guthman Trust - Revenue - Paving | 39 | 248 | 100 | 256 | 100 | |
| 561.914 | Cemetery Perpetual Care - Revenue | 10,800 | 10,800 | 7,500 | 7,500 | 8,250 | |
| 561.915 | Cemetery Perpetual Care Revenue - Interest. | 478 | 3,173 | 1,800 | 3,128 | 3,000 | |
| 563.963 | New Dev - Interest Savings | 371 | 2,345 | 1,250 | 2,580 | 3,000 | |
| 563.975 | Sale of Lots for New Cemetery Develop | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | No remaining lots for sale |
| **Total** | | **82,967** | **105,482** | **71,075** | **73,934** | **79,775** | |
| | | | | | | | |
| **Total Cemetery Revenue** | | **82,967** | **105,482** | **71,075** | **73,934** | **79,775** | |
| | | | | | | | |
| 562.912 | Admin - O & M Guthman Trust | 145 | - 0 - | 52,145 | 35,177 | 145 | |
| 562.914 | Admin - O & M Perpetual Care Int | | | | - 0 - | - 0 - | |
| 562.915 | Admin - O & M Perpetual Care Prin | | | | - 0 - | - 0 - | |
| 564.40 | New Cemetery Development from sales of lots. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 565.01 | Admin O & M - Salaries | 88,681 | 94,245 | 94,270 | 100,325 | 104,672 | |
| 565.02 | Admin O & M - Social Security | 6,310 | 6,710 | 7,245 | 7,082 | 8,044 | |
| 565.03 | Admin O & M - Overtime | 208 | 477 | 430 | 900 | 470 | |
| 565.04 | Admin O & M - Group Insurance | 23,743 | 30,646 | 36,250 | 31,585 | 38,657 | |
| 565.05 | Admin O & M - Retirement | 4,959 | 4,187 | 5,256 | 2,550 | 5,869 | |
| 565.06 | Admin O & M - Property Taxes on Lots | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | No remaining lots for sale |
| 565.061 | Admin O & M - Insurance | 4,335 | 6,640 | 7,968 | 7,968 | 8,765 | |
| 565.11 | Admin O & M - Supplies | 687 | 984 | 1,500 | 1,500 | 1,500 | |
| 565.12 | Admin O & M - Gas & Oil | 4,040 | 3,466 | 5,500 | 5,500 | 5,500 | |
| 565.162 | Admin O & M - Telephone | 2,242 | 2,485 | 2,568 | 2,568 | 2,940 | Windstream $1,740; Cell Phone $720; Verizon $480 |
| 565.17 | Admin O & M - Garbage | 416 | 911 | 514 | 514 | 514 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 565.20 | Admin O & M - Repairs | 2,025 | 2,301 | 4,000 | 4,000 | 4,000 | |
| 565.30 | Admin O & M - Blds/Grnds Upkeep | 9,141 | 4,881 | 8,500 | 7,500 | 8,500 | Rock for Roads $3,000 |
| 565.36 | Admin O & M - Serv/Maint Agreement | 268 | 50 | 60 | 60 | 60 | City Hall/Muni Bldg Copier $60 |
| 565.42 | Admin O & M - Mbrships - Trn/Mil | 191 | 11 | 1,200 | 400 | 1,200 | |
| 565.53 | Admin O & M - Information Technology | 6,067 | 6,239 | 7,318 | 7,318 | 8,499 | gWorks/SimpleCity $479; gWorks/GIS $710; WebCemeteries $5,000; Caselle $645; Firewall Replacement $1,500 |
| 565.57 | Admin O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 565.58 | Admin O & M - Debt Service P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 565.60 | Admin O & M - Miscellaneous | 1,211 | 1,125 | 900 | 914 | 1,980 | Wellness $1,080 |
| 565.65 | Admin O & M - Tree Plntg Progrm | - 0 - | - 0 - | 500 | 500 | 500 | |
| 565.84 | Admin O & M - Technology/Software Licensing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Moved to 565.53 |
| **Total** | | **154,666** | **165,356** | **236,124** | **216,361** | **201,815** | |
| | | | | | | | |
| **Total Cemetery Operating Expense** | | **154,666** | **165,356** | **236,124** | **216,361** | **201,815** | |
| | | | | | | | |
| 565.80 | C.I.P. Fixed Assets Total | 41,118 | 71,049 | - 0 - | 2,792 | 57,600 | Annual Asphalt $22,000; Mini Excavator $35,600 |
| **Total** | | **41,118** | **71,049** | **- 0 -** | **2,792** | **57,600** | |
| | | | | | | | |
| **Total C.I.P. Cemetery Expense** | | **41,118** | **71,049** | **- 0 -** | **2,792** | **57,600** | |
| | | | | | | | |
| **Total Cemetery Expenses + C.I.P.** | | **195,785** | **236,406** | **236,124** | **219,153** | **259,415** | |
| | | | | | | | |
| **Total Cemetery & Grounds** | | **(112,818)** | **(130,924)** | **(165,049)** | **(145,219)** | **(179,640)** | |

| 2024/2025 | | | | | | | Updated 7-26-24 |
|---|---|---|---|---|---|---|---|
| | CIVIC CENTER | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 541.01 | Revenue - Operation & Maintenance | 144,761 | 211,570 | 164,491 | 141,839 | 129,525 | Langworthy Trust Reimb, -$35,000 credit for manager from City, SCCDP Lease??? |
| 541.90 | Revenue - Non-Operating | 50,124 | - 0 - | 1,700,000 | 500,000 | 1,600,000 | Reimb for Capital Items |
| **Total** | | **194,884** | **211,570** | **1,864,491** | **641,839** | **1,729,525** | |
| | | | | | | | |
| **Total Civic Center Revenue** | | **194,884** | **211,570** | **1,864,491** | **641,839** | **1,729,525** | |
| | | | | | | | |
| 542.01 | Admin O & M - Salaries | 52,377 | 57,207 | 62,477 | 52,489 | 65,172 | |
| 542.02 | Admin O & M - Social Security | 3,960 | 4,195 | 4,780 | 3,766 | 4,986 | |
| 542.03 | Admin O & M - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 542.04 | Admin O & M - Group Insurance | 10,175 | 13,950 | 16,989 | 16,182 | 17,334 | |
| 542.05 | Admin O & M - Retirement | 2,028 | 2,545 | 2,678 | 2,137 | 2,796 | |
| 542.06 | Admin O & M - Insurance | 12,175 | 15,904 | 19,085 | 16,191 | 17,810 | |
| 542.07 | Admin O & M - Audit & Accounting | 331 | 319 | 326 | 354 | 403 | AMGL $403 |
| 542.11 | Admin O & M - Supplies, Postage & Freight | 3,375 | 3,153 | 4,000 | 1,261 | 4,000 | |
| 542.16 | Admin O & M - City Use Utilities | 15,734 | 22,156 | 17,000 | 11,654 | 17,000 | |
| 542.162 | Admin O & M - Telephone | 3,374 | 3,344 | 3,316 | 3,024 | 2,892 | Phone/Internent Reimb $2,532; Cell Phone Reimb $360 |
| 542.163 | Admin O & M - Natural Gas | 9,325 | 9,418 | 10,000 | 7,400 | 8,000 | |
| 542.17 | Admin O & M - Garbage | 1,143 | 2,449 | 1,360 | 1,307 | 1,307 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 542.30 | Admin O & M - Repairs Upkeep on Bldgs. & Grounds | 12,377 | 16,671 | 15,000 | 15,000 | 15,000 | |
| 542.36 | Admin O & M - Maintenance Agreements | 4,456 | 7,032 | 4,120 | 4,120 | 4,260 | Elevator $2,230; City Hall/ Muni Bldg Copier $60; Qtrly Fire Inspection $780; Semi-Annual Inspection $440; Securitas $370; NE Fire Marshall $120; General Fire Kitchen Hood $130; Piano Tuning $140 |
| 542.42 | Admin O & M - Dues, memberships, Training, Mileage | 6 | 6 | 500 | 75 | 500 | |
| 542.53 | Admin O & M - Information Technology | 1,042 | 1,396 | 1,719 | 1,719 | 1,525 | gWorks/SimpleCity $284; Agenda Mgmt $82; BIZCO $758 Caselle $401 |
| 542.57 | Admin O & M - Succession Plan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 542.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 542.59 | Admin O & M - Community Text System | 120 | 148 | 141 | 160 | - 0 - | |
| 542.60 | Admin O & M - Misc | 920 | 839 | 1,000 | 5,000 | 1,540 | Wellness $540 |
| **Total** | | **132,917** | **160,733** | **164,491** | **141,839** | **164,525** | |
| | | | | | | | |
| **Total Civic Center Operating Expense** | | **132,917** | **160,733** | **164,491** | **141,839** | **164,525** | |
| | | | | | | | |
| 542.80 | Fixed Assets | 13,924 | 100,189 | 1,700,000 | 500,000 | 1,600,000 | ADA/Remodel Project |
| 542.82 | Admin Fixed Assets | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **13,924** | **100,189** | **1,700,000** | **500,000** | **1,600,000** | |
| | | | | | | | |
| **Total C.I.P. Civic Center Expense + C.I.P.** | | **146,841** | **260,922** | **1,864,491** | **641,839** | **1,764,525** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| Total Civic Center | | 48,043 | (49,352) | 0 | - 0 - | (35,000) | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| | DEBT SERVICE | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 501.50 | Debt Service Fund Revenue - Taxes | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 501.501 | Debt Service Fund Revenue - Interest | 2,027 | 6,592 | 4,000 | 8,459 | 5,000 | |
| 501.502 | Debt Service Fund Revenue - City Sales Tax | 883,462 | 678,037 | 644,152 | 644,152 | 413,164 | Total Debt Service - $591,674 ($413,164 from Sales Tax; $178,510 STP) |
| 501.503 | Debt Service Fund Revenue - Transfers In | - 0 - | 190,480 | 186,841 | 186,841 | 178,510 | STP Funds - Transfer from Street |
| **Total** | | **885,489** | **875,109** | **834,993** | **839,452** | **596,674** | |
| | | | | | | | |
| **Total Debt Service Revenue** | | **885,489** | **875,109** | **834,993** | **839,452** | **596,674** | |
| | | | | | | | |
| 522.901 | Debt Service - General - Bond Principal | 970,016 | 959,966 | 759,000 | 759,000 | 530,000 | Current Gen Fund Bonded Projects |
| 522.929 | Debt Service - General Bond Interest | 103,931 | 87,565 | 71,993 | 71,993 | 61,674 | Current Gen Fund Bonded Projects |
| 522.946 | Debt - Unfunded Tax Credit Refunds | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **1,073,947** | **1,047,531** | **830,993** | **830,993** | **591,674** | |
| | | | | | | | |
| **Total Debt Service Debt Expense** | | **1,073,947** | **1,047,531** | **830,993** | **830,993** | **591,674** | |
| | | | | | | | |
| **C.I.P. Debt Service Expense** | | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total Debt Service Expenses + C.I.P.** | | **1,073,947** | **1,047,531** | **830,993** | **830,993** | **591,674** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Total Debt Service | | (188,458) | (172,423) | 4,000 | 8,459 | 5,000 | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| DOWDING POOL | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 631.01 | Dowding Pool Revenue - Sale of Tickets | 86,411 | 78,986 | 80,000 | 83,848 | 80,000 | |
| 631.50 | Dowding Pool Revenue - Donations/Grants | - 0 - | - 0 - | 1,000 | - 0 - | 1,000 | Offset 632.50 |
| 631.90 | Dowding Pool Revenue - Non-Operating | 32,959 | 43 | - 0 - | 20,848 | - 0 - | |
| 638.01 | Concession - Pool- Revenue - Food Sales | 900 | 900 | 900 | 900 | 900 | |
| **Total** | | **120,271** | **79,929** | **81,900** | **105,595** | **81,900** | |
| 631.10 | Dowding Pool Lessons Revenue - Swimming Lessons & Exercise Classes | 15,280 | 15,114 | 16,000 | 16,370 | 16,000 | |
| **Total** | | **15,280** | **15,114** | **16,000** | **16,370** | **16,000** | |
| | | | | | | | |
| **Total Dowding Pool Revenue** | | **135,550** | **95,043** | **97,900** | **121,966** | **97,900** | |
| | | | | | | | |
| 632.01 | Dowding Pool Adm O & M - Salaries | 112,526 | 112,052 | 113,850 | 125,000 | 113,850 | |
| 632.02 | Dowding Pool Adm O & M - Social Security | 8,608 | 8,572 | 8,710 | 11,611 | 8,710 | |
| 632.03 | Dowding Pool Adm O & M - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 632.06 | Dowding Pool Adm O & M - Insurance | 17,377 | 22,699 | 27,239 | 22,859 | 25,145 | |
| 632.07 | Dowding Pool Adm O & M - Audit & Accounting | 661 | 639 | 651 | 707 | 806 | AMGL $806 |
| 632.08 | Dowding Pool Adm O & M - Engineering/Consulting | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 632.11 | Dowding Pool Adm O & M - Supplies, Postage & Freight | 6,875 | 6,598 | 7,700 | 7,000 | 7,700 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 632.13 | Dowding Pool Adm O & M - Chemicals | 26,732 | 23,631 | 18,000 | 23,000 | 24,000 | |
| 632.16 | Dowding Pool Adm O & M - City Use Utilities | 17,205 | 35,093 | 36,000 | 33,500 | 34,000 | |
| 632.162 | Dowding Pool Adm O & M - Telephone | 402 | 587 | 500 | 506 | 506 | Windstream $500 |
| 632.163 | Dowding Pool Adm O & M - Natural Gas | 20,649 | 8,690 | 15,000 | 15,000 | 15,000 | |
| 632.17 | Dowding Pool Adm O & M - Garbage | 104 | 223 | 124 | 124 | 119 | |
| 632.20 | Dowding Pool Adm O & M - Repairs to Main Pool - Vessel | 1,659 | 5,282 | 7,500 | 30,335 | 7,500 | |
| 632.30 | Dowding Pool Adm O & M - Repairs to Buildings and Grounds | 23,847 | 26,448 | 19,000 | 62,000 | 19,000 | Loungers $3,000; Deck Piping $8,000; Umbrella $1,000; |
| 632.36 | Dowding Pool Adm O & M - Maintenance Agreements | 1,249 | 1,546 | 1,370 | 1,370 | 1,620 | Copier $420; Heater Inspection $900; Pool Permit Renewal $50; Boiler Inspection $250 |
| 632.42 | Dowding Pool Adm O & M - Dues, Memberships, | (18) | 1,979 | 1,500 | 1,000 | 2,000 | |
| 632.53 | Dowding Pool Adm O & M - Information Technology | 3,030 | 4,031 | 5,286 | 5,286 | 5,081 | gWorks/SimpleCity $657; Zoomshift $510; BIZCO $2,568; Caselle $767; Music Licenses $450; Spotify $129 |
| 632.57 | Dowding Pool Adm O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 632.58 | Dowding Pool Adm O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 632.59 | Dowding Pool Adm O & M - Community Text System | 120 | 148 | 141 | 160 | - 0 - | |
| 632.60 | Dowding Pool Adm O & M - Miscellaneous Summary | 149 | 1,186 | 500 | 500 | 500 | |
| 632.83 | Dowding Pool Adm O & M - Strategic Plan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **241,174** | **259,405** | **263,071** | **339,958** | **265,537** | |
| 632.10 | Dowding Pool Lessons Adm O & M - Lesson Supplies | - 0 - | - 0 - | 1,500 | 1,500 | 1,500 | |
| 633.011 | Dowding Pool Adm O & M - Salaries | 9,418 | 9,078 | 7,245 | 5,000 | 9,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 633.022 | Dowding Pool Adm O & M - Social Security | 721 | 694 | 555 | 555 | 689 | |
| **Total** | | **10,139** | **9,773** | **9,300** | **7,055** | **11,189** | |
| | | | | | | | |
| **Grand Total Dowding Pool Operating Fund Expense** | | **251,313** | **269,178** | **272,371** | **347,013** | **276,726** | |
| 632.09 | Dowding Pool Capital Projects - Work-In-Process - Summary C.I.P. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 632.50 | Dowding Pool Capital Projects - Donations/Grants | - 0 - | - 0 - | 1,000 | - 0 - | - 0 - | |
| 632.80 | Dowding Pool Capital Projects - Fixed Assets - Summary | 9,138 | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **9,138** | **- 0 -** | **1,000** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total C.I.P. Dowding Pool Expense** | | **9,138** | **- 0 -** | **1,000** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Dowding Pool Expenses + C.I.P.** | | **260,451** | **269,178** | **273,371** | **347,013** | **276,726** | |
| | | | | | | | |
| **Total Dowding Pool** | | **(124,901)** | **(174,134.79)** | **(175,471)** | **(225,047)** | **(178,826)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| ECONOMIC DEV - (LB 840) | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 711.01 | Revenue - City Sales Tax | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | Voter Referendum 2023 |
| 711.50 | Revenue - Econ Dev Grant | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 711.903 | Revenue - Interest Income | 602 | 5,814 | 2,500 | 10,138 | 3,500 | |
| 711.905 | Revenue - Loan Principal Repayment | 86,471 | 98,834 | 120,000 | 162,197 | 110,206 | |
| 711.910 | Revenue - Loan Interest Repayment | 17,532 | 17,310 | 17,000 | 15,307 | 15,983 | |
| 711.999 | Revenue - Bond Proceeds | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **254,606** | **271,958** | **289,500** | **337,642** | **279,690** | |
| | | | | | | | |
| **Total Economic Development (LB #840) Revenue** | | **254,606** | **271,958** | **289,500** | **337,642** | **279,690** | |
| | | | | | | | |
| 712.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Grand Total Economic Development (LB #840) Operating Fund Expense** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| 712.90 | Economic Admin - Loans, Grants and Training | 105,443 | 125,000 | 289,350 | 393,550 | 279,640 | |
| 712.92 | Economic Admin - Administrative Fees | 12 | - 0 - | 150 | 20 | 50 | |
| **Total** | | **105,455** | **125,000** | **289,500** | **393,570** | **279,690** | |
| | | | | | | | |
| **Grand Total Economic Development (LB #840) Administrative Expense** | | **105,455** | **125,000** | **289,500** | **393,570** | **279,690** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| **Grand Total Economic Development (LB #840) Expenses, not Including C.I.P.** | | 105,455 | 125,000 | 289,500 | 393,570 | 279,690 | |
| | | | | | | | |
| 712.80 | Capital Projects - Fixed Assets- C.I.P. - Industrial Land Development | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 712.82 | Capital Projects - Fixed Assets -C.I.P. - Buildings | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 712.84 | Capital Projects - Fixed Assets - C.I.P. - Infrastructure | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| Total | | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total C.I.P. Economic Development (LB #840) Expense** | | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total Economic Development (LB #840) Expenses + C.I.P.** | | 105,455 | 125,000 | 289,500 | 393,570 | 279,690 | |
| | | | | | | | |
| **Total Economic Development (LB #840)** | | 149,151 | 146,958 | - 0 - | (55,928) | (0) | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| ELECTRIC | | * Franchise on all except Donations and Grants and Heat Incentives | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 201.01 | Electric Revenue - Sale of Current | 11,212,496 | 11,592,531 | 11,433,000 | 11,600,000 | 11,775,990 | 3.00% Rate Increase; |
| 201.029 | Electric Revenue - Penalty Charges | 38,332 | 37,649 | 33,000 | 33,000 | 33,000 | |
| 201.03 | Electric Revenue - Delinquent Service Charges | 6,585 | 6,415 | 4,750 | 5,112 | 5,000 | |
| 201.04 | Electric Revenue - Miscellaneous Sales & Services | 13,377 | 65,066 | 20,000 | 15,360 | 20,000 | |
| 201.05 | Electric Revenue - Heat Incentive Program | 19,291 | 35,020 | 35,000 | 17,343 | 35,000 | |
| 201.50 | Electric Revenue - Donations/Grant | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 201.90 | Electric Revenue - Non-Operating | 115,387 | 27,106 | 20,000 | 86,000 | 20,000 | |
| 201.901 | Electric Revenue - Grants | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 201.923 | Electric Revenue - Non-Operating Interest | 46,835 | 119,254 | 60,000 | 130,000 | 80,000 | |
| 201.95 | Electric Revenue - Proceeds from Sale of Assets | - 0 - | 149,559 | - 0 - | 486,353 | - 0 - | |
| 201.99 | Electric Revenue-Construction | - 0 - | - 0 - | - 0 - | - 0 - | 3,600,000 | Bond Proceeds for Capital Projects |
| **Total** | | **11,452,303** | **12,032,600** | **11,605,750** | **12,373,168** | **15,568,990** | |
| **Total Electric Revenue** | | **11,452,303** | **12,032,600** | **11,605,750** | **12,373,168** | **15,568,990** | |
| 210.70 | Electric Purchase Power - Current Purchased | 6,167,038 | 6,684,794 | 6,900,000 | 7,000,000 | 7,100,000 | |
| 210.71 | Electric Purchase Power - Sub transformation Charges | 13,295 | 14,750 | 15,000 | 15,000 | 15,000 | |
| 211.01 | Electric Dist. O & M - Salaries | 535,109 | 659,869 | 846,056 | 846,056 | 864,828 | |
| 211.02 | Electric Dist. O & M - Social Security | 41,331 | 51,610 | 66,524 | 66,524 | 68,008 | |
| 211.03 | Electric Dist. O & M - Overtime | 13,334 | 18,466 | 23,538 | 23,538 | 24,166 | |
| 211.04 | Electric Dist. O & M - Group Insurance | 71,780 | 79,063 | 84,955 | 84,955 | 87,189 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 211.05 | Electric Dist. O & M - Retirement | 26,616 | 36,383 | 49,261 | 49,261 | 50,395 | |
| 211.059 | Dist. O & M - Wellness Incentive | - 0 - | - 0 - | - 0 - | - 0 - | 3,780 | |
| 211.10 | Electric Dist. O & M - Line Material | 226,313 | 226,532 | 250,000 | 151,169 | 250,000 | Crushed Rock $5,000; Boring $25,000 |
| 211.16 | Electric Dist. O & M - City Use Utilities | 68,274 | 68,034 | 80,000 | 59,813 | 80,000 | (Includes Street Lights) |
| 211.162 | Electric Dist. O & M - Telephone | 9,357 | 9,285 | 8,900 | 9,757 | 10,005 | Cell Phone $3,240; US Cellular $1,320; Spectrum $250; Windstream $780; Verizon $4325; Nextlink $90 |
| 211.163 | Electric Dist. O & M - Natural Gas | 4,321 | 6,345 | 10,000 | 4,148 | 9,000 | |
| 211.164 | Electric Dist. O & M - Data Transmission | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 211.21 | Electric Dist. O & M - Repairs/Upkeep Consumers Premise | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 211.22 | Electric Dist. O & M - Meter Testing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 211.30 | Electric Facilities O & M - Bldgs./Grds Upkeep & Supplies | 16,226 | 1,933 | 25,000 | 25,000 | 25,000 | |
| 211.31 | Electric Dist. O & M - Large Metering | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 211.36 | Electric Dist. O & M - Service Maint Agreements | 51,353 | 53,799 | 57,070 | 57,070 | 77,320 | NMPP $700; Total Fire $1,000; Aclara Annual Fee $50,000; Regulatory Software $1,000; Regulatory Compliance $400; Janitor $4,220; Chargepoint EV Upgrades $20,000 |
| 211.42 | Electric Dist. O & M - Dues, Memberships, Training, Mileage | 8,377 | 3,788 | 9,450 | 8,750 | 9,500 | |
| 211.53 | Electric Dist O & M - Information Technology | 4,835 | - 0 - | - 0 - | 1,834 | 4,000 | Jared laptop $2,500 |
| 211.74 | Electric Dist. O & M - Tree Trimming | 51,810 | 23,450 | 40,000 | 90,000 | 75,000 | |
| 211.75 | Electric Dist. O & M Re/Transformer/Substation | 5,223 | 7,724 | 50,000 | 133,620 | 75,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 211.76 | Electric Dist. O & M - PCB Sampling | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 211.77 | Electric Dist. O & M - Sirens | 2,222 | 7,676 | 8,500 | 8,700 | 8,500 | |
| 212.10 | Electric St Lt O & M - Replacement Materials | 5,927 | - 0 - | 10,000 | 5,647 | 10,000 | |
| 213.08 | Electric Facilities O & M - Engineering/Consulting | 107,174 | 11,715 | 60,125 | 34,796 | 70,000 | City Engineer $44,554 |
| 213.10 | Electric Facilities O & M - Supplies, Freight & Uniforms | 29,010 | 50,184 | 60,000 | 47,662 | 60,000 | Arc Flash Rated Uniforms $10,000; |
| 213.12 | Electric Dist. O & M - Gasoline & Oil | 20,732 | 15,242 | 23,000 | 17,450 | 24,000 | |
| 213.17 | Electric Facilities O & M - Garbage | 912 | 2,445 | 1,315 | 1,925 | 2,500 | G & P Development $2000 |
| 213.20 | Electric Facilities O & M - Vehicle & Equipment Repairs | 29,497 | 27,669 | 30,000 | 49,902 | 38,000 | |
| 214.01 | Electric Adm O & M - Salaries | 170,690 | 180,740 | 206,124 | 200,000 | 213,705 | Administrative Salaries (City Hall) |
| 214.02 | Electric Adm O & M - Social Security | 12,574 | 13,579 | 15,769 | 15,262 | 16,349 | |
| 214.03 | Electric Adm O & M - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 214.04 | Electric Adm O & M - Group Insurance | 38,347 | 32,000 | 41,986 | 26,571 | 32,389 | |
| 214.05 | Electric Adm O & M - Retirement | 9,671 | 10,696 | 12,368 | 7,355 | 12,823 | |
| 214.059 | Electric Adm O & M - Wellness Incentive | - 0 - | - 0 - | - 0 - | - 0 - | 1,260 | |
| 214.06 | Electric Adm O & M - Insurance | 74,663 | 94,585 | 113,501 | 97,644 | 107,408 | |
| 214.07 | Electric Adm O & M - Audit & Accounting | 19,070 | 18,443 | 18,791 | 20,358 | 23,131 | AMGL $22,568; EMMA Reporting $563 |
| 214.11 | Electric Adm O & M - Office SU, Postage & Freight | 38,449 | 40,707 | 37,484 | 39,892 | 41,000 | City Hall Supplies $2,359; Inventory Tags $125 |
| 214.36 | Electric Adm O & M - Ser/Main Agrmts | 726 | 1,348 | 325 | 457 | 325 | City Hall/Muni Bldg Copier $60; Pitney Bowes Meter Rent $135; Pitney Bowes Annual Maint $85; Paper Tiger Shredding $45 |
| 214.40 | Electric Adm O & M - Operational Costs Reimbursement | 18,000 | 18,000 | 18,000 | 18,000 | 24,000 | |
| 214.42 | Electric Adm O & M - Dues, Memberships, Training, Mileage | 15,542 | 20,046 | 16,690 | 16,554 | 20,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 214.43 | Electric Adm O & M - Sales Tax | 16,233 | 48,643 | 50,000 | 72,000 | 52,000 | |
| 214.53 | Electric Adm O & M - Info Technology | 42,316 | 47,530 | 53,090 | 56,664 | 60,000 | gWorks/SimpleCity $2,500; gWorks/GIS $1,420; BIZCO $37,895; Agenda Mgmt $738; City Hall Info Tech $567; Caselle $6,642.42; Replacement Laptop City Admin $2,000; City Hall Firewall Replacement $450 |
| 214.58 | Electric Adm O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | New Capital Bonded Projects - Interest Only |
| 214.59 | Electric Adm O & M - Community Text System | 120 | 148 | 141 | 161 | 693 | |
| 214.60 | Electric Adm O & M Miscellaneous | 36,598 | 26,327 | 15,500 | 15,500 | 20,000 | (5) BNSF Agreements $4,000 |
| 214.61 | Electric Adm O & M - NPPD Heat Incentives | 19,211 | 27,108 | 35,000 | 17,343 | 35,000 | Offset 201.05 |
| 214.75 | Electric Adm O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 214.80 | Electric Dist. O & M - Load Management | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Load Controls |
| 214.82 | Electric Adm - Capital Fixed Assets | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 214.84 | Electric Adm O & M - Geographic Info System | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 214.85 | Electric Adm O & M - Franchise Fees | 1,142,276 | 1,184,802 | 1,139,800 | 1,186,947 | 1,209,831 | 10% of Revenues: Less Grants & Heat Incentives and Asset Sales; Offset 501.064 |
| 214.86 | Electric Adm O & M - Tech Software Licensing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Coded to 214.53 |
| 214.861 | Electric Adm O & M - For Costs Beyond Utility Control | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 214.90 | Electric Dist. O & M - Non-Operating | 1,588 | 531 | 2,000 | 2,000 | 2,000 | |
| 214.991 | Electric Adm O & M - Depreciation Expense | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 214.992 | Electric Adm O & M - Amortization Expense | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 214.995 | Transfer Surplus Fees to General Fund | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | **9,166,138** | **9,825,987** | **10,485,263** | **10,585,285** | **10,913,105** | |
| | | | | | | | |
| **Total Electric Operating Expense** | | **9,166,138** | **9,825,987** | **10,485,263** | **10,585,285** | **10,913,105** | |
| | | | | | | | |
| 214.920 | Electric - Bond Reserve Expense - Berens and Tate | 2,500 | - 0 - | 3,000 | - 0 - | 3,000 | |
| 214.923 | Electric - Debt - Principal | 405,000 | 415,000 | 425,000 | 425,000 | 430,000 | |
| 214.929 | Electric - Debt - Bond Interest | 89,905 | 81,408 | 72,568 | 72,568 | 62,108 | |
| **Total** | | **497,405** | **496,408** | **500,568** | **497,568** | **495,108** | |
| | | | | | | | |
| **Total Electric Debt Expense** | | **497,405** | **496,408** | **500,568** | **497,568** | **495,108** | |
| | | | | | | | |
| **Total Electric Expenses, not Including C.I.P.** | | **9,663,543** | **10,322,394** | **10,985,831** | **11,082,853** | **11,408,213** | |
| | | | | | | | |
| 211.09 | Electric Capital - C.I.P. Work-in-Process - Summary | 105,971 | 380,217 | 300,000 | 190,300 | 300,000 | Work In Progress Inventory $100,000; East Seward Street $200,000 |
| 211.80 | Electric Capital - Fixed Assets - Summary | 499,686 | 731,581 | 605,000 | 576,235 | 999,890 | Walker SCADA $35,000; Alley Retaining Wall $253,000; Reclosure Repalcement $28,500; Replace Bucket Truck $348,390; Trencher $205,000; Reel Trailer $30,000; Fork Lift $35,000; Bobcat Forks/Bucket $8,000; Von Sectionlizer $12,000; GIS $45,000 |
| 211.99 | Electric Capital - Construction | 540,367 | 470,781 | 2,750,000 | 699,346 | 3,900,000 | Substation $2,100,000; Conversions $1,500,000; East Hillcrest Relocate $300,000; |
| **Total** | | **1,146,024** | **1,582,579** | **3,655,000** | **1,465,881** | **5,199,890** | |
| | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| Total C.I.P. Electric Expense | | 1,146,024 | 1,582,579 | 3,655,000 | 1,465,881 | 5,199,890 | |
| | | | | | | | |
| Total Electric Expenses + C.I.P. | | 10,809,567 | 11,904,973 | 14,640,831 | 12,548,734 | 16,608,103 | |
| | | | | | | | |
| Total Electric | | 642,735 | 127,627 | (3,035,081) | (175,566) | (1,039,113) | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| | ENGINEERING | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 628.01 | Eng - Rev - Bid Spec Fees | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 628.90 | Eng - Rev - Non-Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 628.99 | Eng - Rev - Utility Reimbursements | 107,943 | 107,900 | 120,375 | 120,375 | 133,663 | 75% of total expense; From accounts 213.08, 313.08, 413.08 |
| **Total** | | **107,943** | **107,900** | **120,375** | **120,375** | **133,663** | |
| | | | | | | | |
| **Total Engineering Revenue** | | **107,943** | **107,900** | **120,375** | **120,375** | **133,663** | |
| | | | | | | | |
| 629.01 | Eng - Salaries | 103,511 | 108,717 | 112,618 | 112,506 | 116,068 | |
| 629.02 | Eng - Social Security | 7,871 | 8,270 | 8,616 | 8,564 | 8,880 | |
| 629.03 | Eng - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 629.04 | Eng - Group Insurance | 10,687 | 10,192 | 11,068 | 10,886 | 11,271 | |
| 629.05 | Eng - Retirement | 6,211 | 6,523 | 6,758 | 5,447 | 6,965 | |
| 629.059 | Eng - Wellness | - 0 - | - 0 - | - 0 - | - 0 - | 540 | |
| 629.11 | Eng - Office Supplies/Postage/Freight | 689 | 175 | 500 | 250 | 500 | |
| 629.12 | Eng - Gasoline/Oil | 291 | 149 | 450 | 320 | 300 | |
| 629.16 | Eng - City Use Utilities | 1,687 | 1,711 | 2,000 | 1,680 | 2,000 | |
| 629.162 | Eng - Telephone | 501 | 460 | 480 | 454 | 480 | Cell Phone $360; Spectrum (phone) $120 |
| 629.20 | Eng - Repairs/Equipment Maint | 142 | 59 | 3,000 | 1,000 | 3,000 | |
| 629.36 | Eng - Serv/Maint Agreement | 431 | 1,739 | 1,380 | 1,577 | 1,680 | City Hall/Muni Bldg Copier $540; Plotter Service Agreement $840; Copy Overages $300 |
| 629.42 | Eng - Dues/Membership/Training | 5,589 | 1,842 | 6,900 | 2,000 | 6,900 | Admin Assistant $1,500 |
| 629.53 | Eng - Info Technology | 2,329 | 3,175 | 5,729 | 5,729 | 5,633 | gWorks SimpleCity $426; BIZCO $758; AutoCad $2,200; Civil 3D Support $450; Adobe $275; Bluebeam $800; Caselle $724 |
| 629.60 | Eng - Miscellaneous | 827 | 856 | 1,000 | 1,000 | 1,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| Total | | 140,765 | 143,867 | 160,499 | 151,413 | 165,217 | |
| | | | | | | | |
| Total Engineering Operating Expense | | 140,765 | 143,867 | 160,499 | 151,413 | 165,217 | |
| | | | | | | | |
| 629.80 | Eng - C.I.P. Fixed Assets Total | 3,954 | - 0 - | - 0 - | - 0 - | 13,000 | 1/3 Pickup Truck $13,000 |
| Total | | 3,954 | - 0 - | - 0 - | - 0 - | 13,000 | |
| | | | | | | | |
| Total C.I.P. Engineering Expense | | 3,954 | - 0 - | - 0 - | - 0 - | 13,000 | |
| | | | | | | | |
| Total Engineering Expenses + C.I.P. | | 144,719 | 143,867 | 160,499 | 151,413 | 178,217 | |
| | | | | | | | |
| Total Engineering | | (36,776) | (35,967) | (40,124) | (31,038) | (44,554) | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| | FIRE & RESCUE | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 601.01 | Fire Department - Rescue Calls | - 0 - | 184,123 | 232,000 | 216,500 | 210,000 | |
| 601.90 | Fire Department - Non-Operating | 2,376 | 128 | - 0 - | 420 | - 0 - | |
| 601.95 | Revenue - Grants | - 0 - | 10,930 | 50,000 | 8,159 | 50,000 | |
| 601.99 | Fire Department - Donations | - 0 - | - 0 - | 100,000 | - 0 - | 100,000 | |
| **Total** | | **2,376** | **195,180** | **382,000** | **225,079** | **360,000** | |
| | **Sinking Fund** | | | | | | |
| 601.50 | Revenue - Interest | 1,254 | 7,462 | 4,000 | 13,000 | 6,000 | |
| 601.501 | Revenue - Rural Fire Protection | 53,058 | 53,343 | 146,000 | 146,000 | 53,000 | |
| 601.502 | Revenue - Property Tax | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | |
| 601.909 | Revenue - FDSF - Non Op | - 0 - | - 0 - | 75,000 | - 0 - | 75,000 | NE Ambulance ARPA grant |
| **Total** | | **69,312** | **75,805** | **240,000** | **174,000** | **149,000** | |
| | | | | | | | |
| **Total Fire & Rescue Revenue** | | **71,689** | **270,985** | **622,000** | **399,079** | **509,000** | |
| | | | | | | | |
| 602.01 | Admin O & M - Salaries | 1,186 | 526 | 1,306 | 650 | 1,418 | Custodian |
| 602.02 | Admin O & M - Social Security | 91 | 40 | 100 | 100 | 109 | |
| 602.06 | Admin O & M - Insurance | 21,267 | 26,489 | 31,094 | 22,317 | 24,549 | Group Life Ins Policy $3,500 |
| 602.07 | Admin O & M - Audit & Accounting | 331 | 319 | 326 | 353 | 403 | AMGL $403 |
| 602.10 | Admin O & M - Bunker Gear & Equipment | 19,441 | 44,375 | 60,000 | 63,000 | 40,000 | Misc $20,000; Bunker Gear (5) Sets - $20,000 |
| 602.11 | Admin O & M - Supplies, Postage & Freight | 12 | 17 | 600 | 100 | 600 | |
| 602.12 | Admin O & M - Gas & Oil | 6,450 | 6,079 | 6,000 | 5,000 | 6,000 | |
| 602.16 | Admin O & M - City Use Utilities | 7,818 | 8,225 | 8,500 | 7,500 | 8,500 | |
| 602.162 | Admin O & M - Telephone | 4,635 | 3,911 | 4,900 | 5,500 | 6,000 | Time Warner $2,880; Windstream $1,100; AT&T $1,920 |
| 602.163 | Admin O & M - Natural Gas | 4,209 | 4,541 | 4,500 | 4,000 | 4,500 | |
| 602.17 | Admin O & M - Garbage | 416 | 911 | 514 | 495 | 500 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 602.20 | Admin O & M - Repairs | 21,053 | 18,269 | 22,000 | 19,000 | 27,000 | Ladder Inspection $5,000 |
| 602.30 | Admin O & M - Building Maintenance | 5,523 | 8,122 | 25,000 | 17,000 | 5,000 | |
| 602.36 | Admin O & M - Maintenance Agreements | 554 | 27,164 | 39,460 | 26,930 | 32,330 | City Hall/Muni Bldg Copier $60; Page My Cell $500; Continental Annual Insp $500; One Billing Solutions Fees $31,200; Plunketts $70 |
| 602.42 | Admin O & M - Dues, Memberships, Training, Mileage | 1,011 | 7,533 | 7,000 | 7,500 | 17,000 | Clarion Fire Engineering Trng $3,550 |
| 602.53 | Admin O & M - Information Technology | 7,549 | 3,306 | 602 | 5,000 | 5,000 | gWorks/SimpleCity $18; BIZCO $758; Emergency Solutions $2,160; Caselle $9; Copier $1,200 |
| 602.54 | Admin O & M - Promotion | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 602.55 | Admin O & M - Billing Operations | - 0 - | - 0 - | - 0 - | - 0 - | 29,000 | To use "Charging for Calls" bank account xxxx8856, power stair chair $15,000, exercise equipment $4,000 |
| 602.56 | Admin O & M - Transfer/Volunteer Fire | 12,106 | 15,000 | 15,000 | 15,000 | - 0 - | |
| 602.57 | Admin O & M - Fire Prevention Inspection | 3,200 | - 0 - | 4,000 | 4,500 | 5,000 | |
| 602.58 | Admin O & M - Rescue | 11,308 | 9,515 | 16,500 | 16,500 | 16,500 | |
| 602.585 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 602.59 | Admin O & M - Community Text System | 120 | 148 | 141 | 161 | 347 | |
| 602.60 | Admin O & M - Miscellaneous Summary | 1,952 | 939 | 1,000 | 4,000 | 5,000 | |
| 602.62 | Storage Bldg/Rent | 2,310 | 2,310 | 2,500 | 2,310 | 2,500 | Store SeaGraves & Equip |
| 602.84 | Admin O & M - Technology/Software Licensing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **132,539** | **187,739** | **251,044** | **226,916** | **237,256** | |
| | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 603.00 | Sinking Fund Expenses | - 0 - | - 0 - | 175,000 | - 0 - | 185,000 | |
| **Total** | | **- 0 -** | **- 0 -** | **175,000** | **- 0 -** | **185,000** | |
| | | | | | | | |
| **Grand Total Fire & Rescue Operating Fund Expense** | | **132,539** | **187,739** | **426,044** | **226,916** | **422,256** | |
| | | | | | | | |
| 602.80 | Capital Projects - C.I.P. Fixed Assets Summary | - 0 - | 62,481 | 326,968 | 33,053 | 385,000 | Design/Planning North Property $25,000; Replace Rescue Squad #99 $325,000; Replace Tanker Unity #42 Lease Purchase $35,000. |
| 602.82 | Capital Projects - Fixed Assets Administration | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 602.95 | Grants | - 0 - | 9,368 | 50,000 | 8,159 | 50,000 | Offset 601.95 |
| 602.99 | Donations | - 0 - | - 0 - | 100,000 | - 0 - | 100,000 | Offset 601.99 |
| **Total** | | **- 0 -** | **71,849** | **476,968** | **41,212** | **535,000** | |
| | | | | | | | |
| **Total C.I.P. Fire & Rescue Expense** | | **- 0 -** | **71,849** | **476,968** | **41,212** | **535,000** | |
| | | | | | | | |
| **Total Fire & Rescue Debt Expense + C.I.P.** | | **132,539** | **259,588** | **903,012** | **268,128** | **957,256** | |
| | | | | | | | |
| **Total Fire** | | **(60,851)** | **11,397** | **(281,012)** | **130,951** | **(448,256)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| GOLF | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 566.11 | Revenue - Finance Charge | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 566.12 | Revenue - Misc Income | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 566.13 | Revenue - Daily Green Fees | 87,789 | 98,805 | 70,000 | 90,000 | 75,000 | |
| 566.135 | Revenue - Golf Tournaments | 25,155 | 32,706 | 20,000 | 30,000 | 25,000 | |
| 566.14 | Revenue - Annual Pass - Single | 43,749 | 47,875 | 38,000 | 48,895 | 40,000 | |
| 566.15 | Revenue - Annual Pass - Family | 51,509 | 53,867 | 45,000 | 62,771 | 47,000 | |
| 566.16 | Revenue - Annual Pass - Age 19-25 | 4,275 | 3,465 | 3,500 | 6,798 | 3,500 | |
| 566.17 | Revenue - Annual Pass- Post Grd HS | 3,900 | 6,732 | 2,500 | 6,604 | 3,500 | |
| 566.19 | Revenue - Daily Cart Rentals | 42,091 | 52,389 | 35,000 | 50,000 | 40,000 | |
| 566.21 | Revenue - Annual Cart Lease - Single | 15,816 | 16,007 | 14,000 | 16,161 | 14,000 | |
| 566.22 | Revenue - Annual Cart Lease - Family | 18,493 | 20,407 | 17,000 | 22,321 | 17,000 | |
| 566.25 | Revenue - Trail Fees Annual | 5,100 | 5,000 | 4,000 | 6,000 | 4,000 | |
| 566.26 | Revenue - Annual Elec Cart Stor/Trail Fee | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 566.27 | Revenue - Cart Storage | 2,100 | 1,775 | 2,000 | 2,100 | 2,000 | |
| 566.29 | Revenue - Trail Fees Daily | 16 | 33 | - 0 - | 92 | - 0 - | |
| 566.30 | Revenue - Locker Rental | 455 | 365 | 500 | 310 | 300 | |
| 566.31 | Revenue - Driving Range Fees | 5,062 | 6,042 | 3,500 | 6,000 | 4,500 | |
| 566.32 | Revenue - Driving Range Membership | 4,031 | 4,942 | 3,000 | 3,421 | 3,500 | |
| 566.33 | Revenue - Merchandise Sales | 21,151 | 23,225 | 15,000 | 20,000 | 17,500 | |
| 566.34 | Revenue - Restaurant Lease Income | - 0 - | - 0 - | - 0 - | 156,780 | 200,000 | |
| 566.349 | Revenue - Room Rental | 600 | 950 | 1,000 | - 0 - | - 0 - | |
| 566.35 | Revenue - Handicap Fees | 725 | 725 | 700 | 778 | 725 | |
| 566.36 | Revenue - League Fees | 14,100 | 16,011 | 14,000 | 16,000 | 14,000 | |
| 566.37 | Revenue - Beer & Liquor | 78,485 | 88,745 | 65,000 | 101,000 | 80,000 | |
| 566.70 | Revenue - Tips | 7,422 | 9,314 | 7,500 | 8,000 | 7,500 | |
| 566.90 | Revenue - Non-Operating | 7,524 | - 0 - | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 566.99 | Revenue - Donations | 9,388 | - 0 - | 500 | - 0 - | 500 | |
| **Total** | | **448,939** | **489,379** | **361,700** | **654,031** | **599,525** | |
| | | | | | | | |
| **Total Golf Revenue** | | **448,939** | **489,379** | **361,700** | **654,031** | **599,525** | |
| | | | | | | | |
| 569.01 | Salaries - Golf Shop | 76,822 | 85,546 | 83,707 | 119,000 | 108,031 | Includes Tips |
| 569.011 | Salaries - Grounds | 94,092 | 93,363 | 108,145 | 86,000 | 111,415 | |
| 569.02 | Social Security | 12,694 | 13,293 | 14,712 | 14,712 | 16,824 | |
| 569.03 | Overtime | 104 | 291 | 455 | 455 | 469 | Seasonal - Grounds |
| 569.04 | Group Insurance | 34,529 | 36,128 | 38,841 | 38,841 | 39,657 | |
| 569.05 | Retirement | 6,755 | 7,257 | 7,571 | 7,571 | 7,634 | |
| 569.06 | Insurance/Bonds | 23,634 | 30,873 | 37,048 | 31,450 | 34,595 | |
| 569.11 | Shop Supplies | 837 | 734 | 1,000 | 1,000 | 1,000 | |
| 569.114 | Grounds Supplies | 1,683 | 3,887 | 3,000 | 3,000 | 3,000 | |
| 569.12 | Gasoline/Oil | 14,010 | 13,830 | 14,000 | 14,000 | 14,000 | |
| 569.16 | City Use Utilities | 23,368 | 24,139 | 24,000 | 24,000 | 24,000 | |
| 569.162 | Telephone | 4,915 | 5,115 | 5,280 | 5,280 | 5,720 | Cell Phone $720; Allo $5,000 |
| 569.163 | Natural Gas | 2,282 | 2,966 | 3,500 | 3,500 | 3,500 | |
| 569.17 | Garbage Service | 1,854 | 4,112 | 2,349 | 2,349 | 2,257 | |
| 569.20 | Equipment Repairs | 9,833 | 13,127 | 10,000 | 10,000 | 10,000 | Blade Sharpening $2,500 |
| 569.26 | Equipment Rental | 3,410 | - 0 - | 3,500 | 3,500 | - 0 - | |
| 569.27 | Fertilizer/Chemicals | 14,386 | 18,541 | 20,000 | 18,000 | 20,000 | |
| 569.28 | Trees/Seed/Aeration | 5,142 | 1,396 | 7,500 | 7,500 | 7,500 | |
| 569.29 | Sand/Gravel | 3,002 | 3,570 | 3,000 | 3,392 | 3,000 | |
| 569.30 | Repairs/Maint-Building/Grounds | 22,250 | 18,752 | 24,000 | 30,000 | 24,000 | Misc $10,000; Porta-Potty $1,000; Drainage Projects $10,000; Basement Bathroom $3,000 |
| 569.31 | Restaurant | - 0 - | - 0 - | - 0 - | 151,380 | 192,200 | |
| 569.33 | Golf - Alcohol & Beverages | 32,352 | 33,265 | 33,000 | 33,000 | 40,000 | |
| 569.34 | Golf Shop Merchandise | 17,636 | 22,725 | 15,000 | 20,000 | 23,000 | |
| 569.36 | Golf - Serv/Maint Agreements | 54 | 56 | 60 | 60 | 48 | City Hall/Muni Bldg Copier $48 |
| 569.42 | Dues/Training/Mileage | 1,465 | 641 | 1,450 | 1,382 | 1,450 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 569.45 | Tournament Expense | 3,001 | 10,095 | 6,000 | 6,000 | 11,000 | |
| 569.47 | League Expense | 15,006 | 11,048 | 8,000 | 8,000 | 10,000 | |
| 569.53 | Golf - Information Technology | 6,153 | 7,371 | 7,862 | 7,862 | 9,223 | gWorks/SimpleCity $692; ForeUp Monthly $6,000; Caselle $1,231; Computer replacement $1,300 |
| 569.60 | Miscellaneous Expense | 10,543 | 21,445 | 11,000 | 19,457 | 14,080 | Reimburse Unemployment Fund $4,750; Range Balls $5,000; Wellness $1,080 |
| 569.88 | Course - Property Taxes | 3,416 | 4,923 | - 0 - | 4,929 | 10,000 | Potential Clubhouse Lease |
| 569.89 | Cart Lease Payments | 19,800 | 19,800 | 19,800 | 19,800 | 19,800 | |
| 569.90 | Course - Lease Payment | 1,950 | 1,950 | 2,950 | 1,950 | 1,950 | Wake Family |
| 569.901 | Loan Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Loan Payment in Debt Service |
| 569.929 | Loan Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Loan Payment in Debt Service |
| 569.99 | Donations | 2,184 | - 0 - | 500 | - 0 - | 500 | |
| **Total** | | **469,164** | **510,238** | **522,415** | **697,370** | **769,853** | |
| | | | | | | | |
| **Grand Total Golf Operating Fund Expense** | | **469,164** | **510,238** | **522,415** | **697,370** | **769,853** | |
| | | | | | | | |
| 569.80 | Fixed Assets | 85,069 | 54,606 | 36,740 | 23,625 | 77,483 | Fairway Mower $9,980; Greens Mower Lease-Purchase $13,742; Cup Cutter $2,000; Hole #5 Pond Repair $40,000; Club House Flooring $11,761 |
| **Total** | | **85,069** | **54,606** | **36,740** | **23,625** | **77,483** | |
| | | | | | | | |
| **Total C.I.P. Golf Course Expenses** | | **85,069** | **54,606** | **36,740** | **23,625** | **77,483** | |
| | | | | | | | |
| **Total Golf Course Expenses** | | **554,233** | **564,845** | **559,155** | **720,995** | **847,337** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| Total Golf Course | | (105,294) | (75,465) | (197,455) | (66,964) | (247,812) | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| LEVEE ACCREDITATION | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 537.01 | Revenue - Admin | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 537.50 | Revenue - Grants | - 0 - | - 0 - | 146,250 | - 0 - | 146,250 | NEMA - Hazard Mitigation Grant |
| 537.90 | Revenue - Non-Operating Revenue | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total** | | **- 0 -** | **- 0 -** | **146,250** | **- 0 -** | **146,250** | |
| | | | | | | | |
| **Total Levee Accreditation Revenue** | | **- 0 -** | **- 0 -** | **146,250** | **- 0 -** | **146,250** | |
| | | | | | | | |
| 538.25 | Levee Accr - Administrative | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 538.60 | Levee Accr - Miscellaneous | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Levee Accreditation Operating Expense** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| 538.80 | Levee Accr - Fixed Assets - C.I.P. - Land Development | - 0 - | 38,430 | 195,000 | 226,264 | 215,000 | Seward Interior Drainage and Pump Station Improvements Phase I - Design & Planning |
| | | | | | | | |
| **Total** | | **- 0 -** | **38,430** | **195,000** | **226,264** | **215,000** | |
| | | | | | | | |
| **Total C.I.P. Levee Accreditation Expense** | | **- 0 -** | **38,430** | **195,000** | **226,264** | **215,000** | |
| | | | | | | | |
| **Grand Total Levee Accreditation Expenses + C.I.P.** | | **- 0 -** | **38,430** | **195,000** | **226,264** | **215,000** | |
| | | | | | | | |
| **Total Levee Accreditation** | | **- 0 -** | **(38,430)** | **(48,750)** | **(226,264)** | **(68,750)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| LIBRARY | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 551.01 | Revenue - Fines & Misc. Sales | 8,357 | 9,316 | 8,000 | 9,950 | 9,000 | |
| 551.50 | Revenue - Bldg. Improvements | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 551.55 | Revenue - Donations | 62,772 | 82,526 | 30,000 | 45,585 | 30,000 | |
| 551.56 | Revenue - Mtg Rm Use | - 0 - | 100 | 100 | 50 | - 0 - | Moved to 551.55 |
| 551.81 | Revenue - State Aid Fund | 9,920 | 2,005 | 2,100 | 2,119 | 2,080 | |
| 551.90 | Revenue - Non-Operating | 210,654 | 70 | - 0 - | 67,340 | - 0 - | |
| 553.52 | Revenue - Maintenance Fund (Restricted Use) | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **291,702** | **94,017** | **40,200** | **125,044** | **41,080** | |
| | | | | | | | |
| **Total Library Revenue** | | **291,702** | **94,017** | **40,200** | **125,044** | **41,080** | |
| | | | | | | | |
| 552.01 | Admin O & M - Salaries | 260,434 | 273,469 | 290,723 | 283,850 | 304,240 | |
| 552.02 | Admin O & M - Social Security | 19,119 | 20,109 | 22,241 | 20,844 | 23,275 | |
| 552.03 | Admin O & M - Overtime | - 0 - | 203 | - 0 - | - 0 - | - 0 - | |
| 552.04 | Admin O & M - Group Insurance | 43,945 | 47,066 | 50,451 | 53,430 | 51,441 | |
| 552.05 | Admin O & M - Retirement | 7,587 | 9,454 | 10,011 | 8,387 | 10,521 | |
| 552.059 | Admin O & M - Wellness | - 0 - | - 0 - | - 0 - | - 0 - | 1,620 | |
| 552.06 | Admin O & M - Insurance | 10,441 | 13,748 | 16,496 | 15,182 | 16,700 | |
| 552.07 | Admin O & M - Audit & Accounting | 2,892 | 2,908 | 3,977 | 3,061 | 5,209 | City Audit & Budget $3,209; Library Foundation Audit $2,000 |
| 552.11 | Admin O & M - Supplies | 9,431 | 9,723 | 8,500 | 9,300 | 9,500 | |
| 552.112 | Admin O & M - Postage | 2,160 | 2,711 | 3,500 | 3,500 | 3,500 | |
| 552.13 | Admin O & M - Print Materials | 35,192 | 35,217 | 37,500 | 37,500 | 38,000 | |
| 552.131 | Admin O & M - Electronic (E-Books/Databases) | 3,500 | 7,300 | 4,500 | 5,000 | 5,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 552.132 | Admin O & M - Other (Audio/Video) | 3,129 | 1,483 | 2,000 | 1,500 | 1,000 | |
| 552.16 | Admin O & M - City Use Utilities | 40,381 | 38,019 | 42,000 | 38,940 | 42,000 | |
| 552.162 | Admin O & M - Telephone | 3,910 | 4,130 | 4,380 | 4,300 | 4,500 | NextLink $1,380; Windstream $3,120 |
| 552.163 | Admin O & M - Natural Gas | 664 | 610 | 700 | 500 | 700 | |
| 552.17 | Admin O & M - Garbage | 208 | 446 | 248 | 238 | 248 | |
| 552.30 | Admin O & M - Repairs & Maintenance Building | 25,982 | 211,183 | 20,000 | 87,340 | 20,000 | |
| 552.32 | Admin O & M - Service Maintenance Agreements | 13,661 | 14,634 | 18,115 | 17,173 | 16,107 | gWorks SimpleCity $1,543; Biblionix $4,500; Alarm Monitoring (Elec. Contr) $325; Fire Alarm Insp (Elec. Contr) $480; Fire Ext Insp (Summit) $150; HVAC Svc (Lee's) $2,050; Elevator Insp (NE Fire Marsh) $130; Boiler Insp (NE Fire Marsh) $50; Fire Sprinkler Insp (NIFCO) $800; OCLC $1,600; Elevator Maint (tkElevator) $2,240; City Hall Copier $60; Caselle $1,879; Termite Insp (Bear) $300 |
| 552.42 | Admin O & M - Dues, Memberships, Training & Mileage | 1,175 | 1,118 | 1,200 | 1,200 | 1,400 | |
| 552.421 | Admin O & M - Continuing Education | 811 | 1,301 | 1,300 | 1,300 | 1,500 | |
| 552.53 | Admin O & M - Information Technology & Repairs | 3,749 | 2,186 | 2,619 | 2,685 | 3,174 | BIZCO Svc Agreement $2,274; Server Warranty $900 |
| 552.81 | Computer Hardware/Software | 2,540 | 5,139 | 6,750 | 6,925 | 800 | Elementor $200; $200 MS licenses, $400 Adobe, VMWARE $1200 (3 yr renewal '25) |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 552.55 | Admin O & M - State Aid Fund | 9,832 | 806 | 2,100 | 2,119 | 2,080 | |
| 552.56 | Admin O & M - Donations | 20,253 | 82,508 | 30,000 | 45,585 | 30,000 | |
| 552.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 552.59 | Admin O & M - Community Text System | 120 | 148 | 141 | 160 | - 0 - | |
| 552.60 | Admin O & M - Miscellaneous Summary | 4,635 | 3,709 | 3,500 | 3,500 | 3,500 | Programs $1,000; Ads/Notices $500; ILL Fees $100; Printing/Promo $750; Zoom $180; Misc $500; Music Licenses $450 |
| 552.75 | Library - Capital Projects - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 552.86 | Admin O & M - Meeting Room Maintenance and Supplies. | - 0 - | 118 | 100 | 50 | - 0 - | |
| **Total** | | **525,751** | **789,444** | **583,052** | **653,567** | **596,015** | |
| | | | | | | | |
| **Total Library Operating Expense** | | **525,751** | **789,444** | **583,052** | **653,567** | **596,015** | |
| 552.50 | Building Improvements | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 552.80 | Capital Projects - Fixed Assets | 40,985 | - 0 - | - 0 - | - 0 - | - 0 - | |
| 552.82 | Adm - Fixed Assets | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 554.69 | Maintenance Fund (Restricted Use) | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **40,985** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total C.I.P. Library Expense** | | **40,985** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Library Expense** | | **566,736** | **789,444** | **583,052** | **653,567** | **596,015** | |
| | | | | | | | |
| **Total Library** | | **(275,033)** | **(695,427)** | **(542,852)** | **(528,524)** | **(554,935)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| PARKS & RECREATION | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 561.01 | Pub Prop - Rev - Park Camping Fees | 16,409 | 11,079 | 12,000 | 9,270 | 12,000 | |
| 561.67 | Pub Prop - Rev - Farm Land Lease | 21,111 | 21,071 | 19,000 | 19,000 | 19,000 | |
| 561.68 | Pub Prop - Rev - Grants | - 0 - | | - 0 - | - 0 - | - 0 - | |
| 561.90 | Pub Prop - Rev - Non-Operating | 69,271 | 6,311 | 250 | 9,063 | 250 | |
| 561.70 | Pub Prop - Rev - New Park Improve | 124 | 780 | 400 | 896 | 750 | |
| 561.72 | Pub Prop - Rev - Dev Fees | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **106,915** | **39,241** | **31,650** | **38,229** | **32,000** | |
| 641.02 | Recreation - Rev - Baseball & Softball | 7,820 | 12,027 | 7,500 | 13,440 | 8,500 | |
| 641.03 | Recreation - Rev - Wrestling | 648 | 1,090 | 700 | 472 | 500 | |
| 641.04 | Recreation - Rev - Tackle Football | 1,681 | 1,859 | 1,700 | 1,400 | 1,700 | |
| 641.05 | Recreation - Rev - Volleyball & Flag Football | 3,260 | 3,288 | 3,500 | 3,000 | 3,500 | |
| 641.06 | Recreation - Rev - Basketball | 1,282 | 8,083 | 7,000 | 7,591 | 7,000 | |
| 641.07 | Recreation - Rev - Soccer | 9,884 | 9,065 | 10,000 | 9,000 | 9,000 | |
| 641.08 | Recreation - Rev - Tennis | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 641.09 | Recreation - Rev - Tourn/Field Usage | 2,928 | 3,925 | 4,000 | 3,000 | 4,000 | |
| 641.90 | Recreation - Rev - Non Operating | 2,617 | 687 | 650 | 650 | 650 | Mayor's Fun Run |
| 641.99 | Recreation - Rev - Cattle Training Center | 9,095 | 8,455 | 8,000 | 7,855 | 8,000 | |
| **Total** | | **39,217** | **48,481** | **43,050** | **46,409** | **42,850** | |
| 641.97 | Recreation Rev - Sinking Fund - Complex Park Lights | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 641.971 | Recreation Rev - Sinking Fund Lights-Non-Op Interest | 76 | 482 | 225 | 498 | 225 | |
| **Total** | | **76** | **482** | **225** | **498** | **225** | |
| 531.04 | Bldg & Grnds Rev - Operating Cost Reimbursement | 36,000 | 36,000 | 36,000 | 36,000 | 48,000 | |
| 531.90 | Bldg & Grnds Rev - Non-Operating | 18,358 | - 0 - | - 0 - | 9,943 | - 0 - | |
| **Total** | | **54,358** | **36,000** | **36,000** | **45,943** | **48,000** | |
| 571.01 | Bldg & Grnds Other Rev - Bldgs. & Grounds - Other | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 571.90 | Bldg & Grnds Other Rev - Bldgs. & Grounds - Non-Operational | 7,559 | - 0 - | 250 | 4,616 | 250 | Bandshell Revenue |
| **Total** | | **7,559** | **- 0 -** | **250** | **4,616** | **250** | |
| | | | | | | | |
| **Total Parks, Recreation & Bldg & Grounds Revenue** | | **208,125** | **124,204** | **111,175** | **135,695** | **123,325** | |
| | | | | | | | |
| 562.01 | Pub Prop - Salaries | 223,938 | 240,530 | 264,385 | 245,000 | 280,011 | |
| 562.02 | Pub Prop - Social Security | 16,755 | 17,489 | 20,411 | 20,411 | 21,619 | |
| 562.03 | Pub Prop - Overtime | 671 | 828 | 2,416 | 2,416 | 2,588 | |
| 562.04 | Pub Prop - Group Insurance | 49,738 | 76,018 | 80,419 | 85,023 | 72,943 | |
| 562.05 | Pub Prop - Retirement | 12,821 | 13,022 | 15,078 | 12,000 | 16,006 | |
| 562.059 | Pub Prop - Wellness | - 0 - | - 0 - | - 0 - | - 0 - | 3,240 | |
| 562.06 | Pub Prop - Insurance | 22,088 | 29,241 | 35,089 | 28,868 | 31,755 | |
| 562.07 | Pub Prop - Audit & Accounting | 992 | 958 | 977 | 1,061 | 1,209 | AMGL $1,209 |
| 562.08 | Pub Prop - Engineering/Consulting | - 0 - | - 0 - | - 0 - | - 0 - | 3,000 | |
| 562.10 | Pub Prop - Landscaping Supplies | 2,078 | 1,426 | 3,000 | 3,000 | 3,000 | |
| 562.11 | Pub Prop - Supplies, Postage & Freight | 28,431 | 11,136 | 10,000 | 10,397 | 10,000 | Crushed Rock Campgroud - $3,000; |
| 562.12 | Pub Prop - Gasoline & Oil | 10,500 | 12,985 | 12,000 | 12,000 | 14,000 | |
| 562.16 | Pub Prop - City Use Utilities | 16,494 | 24,568 | 28,200 | 28,200 | 28,000 | City Utilities $21,000; Natural Gas $7,200 |
| 562.162 | Pub Prop - Telephone | 1,620 | 1,515 | 1,620 | 1,620 | 1,620 | Cell Phone $1,620 |
| 562.17 | Pub Prop - Garbage | 2,681 | 5,889 | 3,338 | 3,338 | 3,208 | |
| 562.20 | Pub Prop - Repairs | 11,781 | 15,511 | 13,000 | 16,000 | 13,000 | Sidewalks $4,000 |
| 562.30 | Pub Prop - Bldgs./Grds Upkeep | 15,055 | 17,462 | 18,000 | 60,145 | 20,600 | Crumb rubber $5,000; Campground Porta-Potty $875; Roof East West Shelter $2,600 |
| 562.31 | Pub Prop - Playground Equipment Upkeep | 3,646 | 3,651 | 5,000 | 4,000 | 5,000 | |
| 562.36 | Pub Prop - Maintenance Agreements | 431 | 449 | 420 | 420 | 420 | City Hall/Muni Bldg Copier $420 |
| 562.42 | Pub Prop - Dues, Memberships, Training, Mileage | 831 | 1,659 | 2,100 | 2,100 | 3,000 | CDL Training $900; Turf Management Class $800 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 562.53 | Pub Prop - Information Technology | 3,932 | 5,217 | 6,153 | 6,153 | 7,640 | gWorks/SimpleCity $887; gWorks GIS $710; Bizco $2,653; Caselle $2,090; Replace Bob Core Computer $1,300 |
| 562.58 | Pub Prop O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 562.59 | Pub Prop - Community Text System | 120 | 148 | 141 | 160 | - 0 - | |
| 562.60 | Pub Prop - Miscellaneous Summary | 1,398 | 317 | 1,600 | 600 | 1,000 | |
| 562.65 | Pub Prop - Tree Planting Program | 2,423 | 1,680 | 2,000 | 2,000 | 2,000 | |
| 562.70 | New Park/Dev/Improvements | 195 | 79 | 100 | 123 | 100 | |
| 562.75 | Pub Prop - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 562.84 | Pub Prop - Technology/Software Licensing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **428,621** | **481,778** | **525,447** | **545,034** | **544,958** | |
| 642.01 | Recreation - Salaries | 122,103 | 129,140 | 133,858 | 141,000 | 139,182 | |
| 642.02 | Recreation - Social Security | 9,035 | 9,429 | 10,258 | 10,258 | 10,665 | |
| 642.03 | Recreation - Overtime | 5 | 22 | 224 | 224 | 229 | |
| 642.04 | Recreation - Group Insurance | 24,294 | 28,791 | 33,574 | 33,574 | 34,805 | |
| 642.05 | Recreation - Retirement | 6,191 | 6,728 | 7,247 | 7,247 | 7,546 | |
| 642.06 | Recreation - Insurance | 6,582 | 8,962 | 10,754 | 9,190 | 10,109 | |
| 642.07 | Recreation - Audit & Accounting | 661 | 639 | 651 | 707 | 806 | AMGL $806 |
| 642.08 | Program Expense - Umpire Referee Contract Fees | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Moved to Individual Programs |
| 642.088 | Recreation - Engineering/Consulting | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 642.11 | Recreation - Supplies, Posting & Freight | 16,796 | 17,720 | 17,500 | 17,500 | 18,500 | Field Conditioner $13,000 |
| 642.12 | Recreation - Gas & Oil | 2,088 | 3,000 | 2,200 | 2,206 | 3,000 | |
| 642.15 | Program Expense - Athletic Equipment | 2,179 | 989 | 2,000 | 2,000 | 2,000 | |
| 642.152 | Program Expense - Baseball & Softball | 15,104 | 14,925 | 12,000 | 16,176 | 15,000 | |
| 642.153 | Program Expense - Wrestling | 400 | 400 | 400 | 400 | 400 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 642.154 | Program Expense - Tackle Football | 13,054 | 13,423 | 3,000 | 3,500 | 3,000 | |
| 642.155 | Program Expense - Volleyball & Flag Football | 2,372 | 2,183 | 2,500 | 2,500 | 2,500 | |
| 642.156 | Program Expense - Basketball | 615 | 3,789 | 4,000 | 4,000 | 5,000 | |
| 642.157 | Program Expense - Soccer | 4,179 | 5,014 | 4,000 | 4,000 | 5,000 | |
| 642.158 | Program Expense - Tennis | - 0 - | - 0 - | 300 | - 0 - | 300 | |
| 642.16 | Recreation - City Use Utilities | 28,453 | 45,134 | 32,000 | 35,000 | 36,000 | |
| 642.162 | Recreation - Telephone | 883 | 881 | 960 | 960 | 1,140 | Cell Phone $720; Spectrum $420 |
| 642.20 | Recreation - Repairs/Tools | 1,253 | 1,135 | 1,400 | 1,400 | 1,400 | |
| 642.30 | Recreation - Repairs to Buildings and Grounds | 9,070 | 26,837 | 10,700 | 30,943 | 10,700 | |
| 642.36 | Recreation - Service Maintenance Agreements | 431 | 418 | 420 | 420 | 420 | City Hall/ Muni Bldg Copier $420 |
| 642.42 | Recreation - Dues, Memberships, Training, Mileage | 257 | 468 | 500 | 309 | 500 | |
| 642.53 | Recreation - Information Technology | 2,842 | 3,317 | 4,154 | 4,154 | 3,952 | gWorks/SimpleCity $497; Last Mile $792; BIZCO $1,515; SuperSAAS $280; Caselle $868 |
| 642.57 | Recreation - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 642.58 | Recreation - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 642.59 | Recreation - Community Text System | 120 | 148 | 141 | 161 | - 0 - | |
| 642.60 | Recreation - Miscellaneous - Summary | 635 | 893 | 1,200 | 1,200 | 1,200 | |
| 642.99 | Recreation - Cattle Training Center | 4,923 | 3,595 | 5,000 | 5,000 | 5,000 | |
| 642.97 | Recreation - Sports Complex Lighting Fund | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **274,525** | **327,979** | **300,941** | **334,029** | **318,354** | |
| 532.01 | Bldg & Grounds - Salaries | 7,114 | 3,157 | 7,833 | 7,833 | 8,504 | |
| 532.02 | Bldg & Grounds - Social Security | 544 | 242 | 600 | 600 | 651 | |
| 532.03 | Bldg & Grounds - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 532.04 | Bldg & Grounds - Group Insurance | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 532.05 | Bldg & Grounds - Retirement | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 532.06 | Bldg & Grounds - Insurance | 4,335 | 5,663 | 6,796 | 5,586 | 6,145 | |
| 532.07 | Bldg & Grounds - Audit & Accounting | 83 | 80 | 82 | 88 | 101 | AMGL $100.75 |
| 532.11 | Bldg & Grounds - Office Supplies, Postage & Freight | 55 | 66 | 500 | 500 | 500 | |
| 532.16 | Bldg & Grounds - City Use Utilities | 5,233 | 5,575 | 6,000 | 6,000 | 6,000 | |
| 532.17 | Bldg & Grounds - Garbage | 208 | 446 | 248 | 248 | 248 | |
| 532.31 | Bldg & Grounds - Repairs & Maintenance | 2,166 | 771 | 4,000 | 4,777 | 4,000 | |
| 532.36 | Bldg & Grounds - Maintenance Agreements | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 532.53 | Bldg & Grounds - Information Technology | 240 | 341 | 410 | 410 | 339 | gWorks/SimpleCity $71; BIZCO $216; Caselle $52 |
| 532.57 | Bldg & Grounds Succession Plan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 532.58 | Bldg & Grounds - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 532.59 | Bldg & Grounds - Community Text System | 120 | 148 | 141 | 160 | 141 | |
| 532.60 | Bldg & Grounds - Miscellaneous Summary | 1 | 1 | 100 | 100 | 100 | |
| **Total** | | **20,099** | **16,488** | **26,710** | **26,302** | **26,729** | |
| 572.10 | Bldg & Grnd Other - Municipal Building - Supplies | - 0 - | - 0 - | 400 | 400 | 400 | |
| 572.11 | Bldg & Grnd Other - Bandshell - Supplies | 396 | 400 | 400 | 400 | 400 | |
| 572.16 | Bldg & Grnd Other - Bandshell - City Use Utilities - Boy scouts | 2,359 | 2,369 | 2,700 | 2,700 | 2,700 | |
| 572.162 | Bldg & Grnd Other - Municipal Building - Telephone & DSL Line | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 572.21 | Bldg & Grnd Other - Bandshell - Concerts | 6,000 | 6,000 | 6,900 | 6,900 | 6,900 | $6,500 Payment; $400 Music. |
| 572.34 | Bldg & Grnd Other - Bandshell - Repairs & Maintenance | 88 | - 0 - | 500 | 500 | 500 | |
| 572.36 | Bldg & Grnd Other - Bandshell - Miscellaneous Summary | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 572.57 | Bldg & Grnd Other - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 572.60 | Bldg & Grnd Other - Boy Scout Cabin - Repairs & Upkeep | 88 | - 0 - | 500 | 500 | 500 | |
| 572.70 | Bldg & Grnd Other - Municipal Building - Council Chambers - Repairs & Upkeep | 2,137 | 692 | 1,250 | 2,106 | 2,000 | |
| 572.85 | Bldg & Grnd Other - Municipal Building - ADA | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **11,067** | **9,462** | **12,650** | **13,506** | **13,400** | |
| | | | | | | | |
| **Total Parks, Recreation, Bldg & Grounds & Other Operating Expense** | | **734,312** | **835,706** | **877,842** | **918,871** | **903,441** | |
| | | | | | | | |
| 562.09 | Pub Prop - Capital Projects - Work-In-Process - Summary - C.I.P. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 562.80 | Pup Prop - Capital Projects - Fixed Assets - Summary | 23,538 | 85,766 | - 0 - | 160 | 37,000 | Replce Mower $35,000; Push Mower $2,000 |
| **Total** | | **23,538** | **85,766** | **- 0 -** | **160** | **37,000** | |
| 642.09 | Recreation - Capital Projects - Work-In-Process - C.I.P. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 642.80 | Recreation - Capital Projects - Fixed Assets - Summary - see C.I.P. | 29,725 | 56,102 | 12,000 | 11,900 | 57,000 | West Field Bleachers $27,000; Recrown Field $30,000 |
| **Total** | | **29,725** | **56,102** | **12,000** | **11,900** | **57,000** | |
| 532.61 | Building & Grounds City Hall -Capital Project - Building Improvements - C.I.P.-Summary | 5,129 | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **5,129** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total C.I.P. Total Parks, Recreation, Bldg & Grounds Expense** | | **58,392** | **141,868** | **12,000** | **12,060** | **94,000** | |
| | | | | | | | |
| **Total Expenses + C.I.P.** | | **792,704** | **977,574** | **877,748** | **930,931** | **997,441** | |
| | | | | | | | |
| **Total Parks, Recreation, Bldg & Grounds** | | **(584,579)** | **(853,370)** | **(766,573)** | **(795,236)** | **(874,116)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| PLANNING & ZONING | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 621.01 | Revenue - Subdivision & Rezoning Fee | 46,194 | 4,589 | 5,000 | 3,954 | 5,000 | |
| 621.10 | Revenue - Filing Fees | 320 | 170 | 100 | 156 | 200 | |
| 621.50 | Revenue - Grant | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 621.90 | Revenue - Non Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **46,514** | **4,759** | **5,100** | **4,110** | **5,200** | |
| | | | | | | | |
| **Total Planning Commission Revenue** | | **46,514** | **4,759** | **5,100** | **4,110** | **5,200** | |
| | | | | | | | |
| 622.01 | Admin O & M - Salaries | 9,306 | 10,049 | 10,715 | 10,691 | 11,325 | |
| 622.02 | Admin O & M - Social Security | 705 | 762 | 820 | 812 | 867 | |
| 622.03 | Admin O & M - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 622.04 | Admin O & M - Group Insurance | 1,603 | 1,528 | 1,631 | 1,430 | 1,691 | |
| 622.05 | Admin O & M - Retirement | 559 | 603 | 657 | 510 | 680 | |
| 622.059 | Admin O & M - Wellness | - 0 - | - 0 - | - 0 - | - 0 - | 540 | |
| 622.07 | Admin O & M - Audit & Accounting | 83 | 80 | 82 | 89 | 101 | AMGL $100.75 |
| 622.09 | Admin O & M - Engineering/Consulting | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 622.10 | Admin O & M - Plats & Permits | 924 | 673 | 1,000 | 300 | 1,000 | |
| 622.11 | Admin O & M - Minutes & Office Supplies | 1,094 | 448 | 1,500 | 1,000 | 1,500 | |
| 622.162 | Admin O & M - Telephone | 411 | 235 | 300 | 300 | 276 | 50% Cell Reimb $180; Time Warner $96 |
| 622.36 | Admin O & M - Service Maintenance Agreements | 431 | 1,739 | 1,320 | 1,650 | 1,320 | City Hall/Muni Bldg Copier $540; New Plotter Service Agreement $780 |
| 622.42 | Admin O & M - Dues, Memberships, Training, Mileage | 178 | 73 | 2,000 | 1,268 | 2,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 622.53 | Admin O & M - Information Technology | 1,769 | 1,355 | 1,474 | 1,474 | 1,335 | gWorks/GIS $708; gWorks/SimpleCity $107; BIZCO $190; Adobe $260; Caselle $70 |
| 622.57 | Admin O & M - Succession Plan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 622.58 | Admin O & M - Debt Service P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 622.59 | Admin O & M - Community Text System | 120 | 148 | 141 | 161 | - 0 - | |
| 622.60 | Admin O & M - Miscellaneous Summary | - 0 - | 91 | 200 | 161 | 200 | |
| 622.83 | Admin O & M - Strategic Plan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 622.84 | Admin O & M - GIS Training | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Coded to 622.53 or 622.42 |
| **Total** | | **17,182** | **17,784** | **22,090** | **19,846** | **22,835** | |
| | | | | | | | |
| **Total Planning Commission Operating Expense** | | **17,182** | **17,784** | **22,090** | **19,846** | **22,835** | |
| | | | | | | | |
| 622.80 | Capital Projects - Fixed Assets | 3,954 | - 0 - | - 0 - | - 0 - | 18,300 | New Pickup $13,500; Ipads $4,800 |
| | | | | | | | |
| **Total C.I.P. Planning Commission Expense** | | **3,954** | **- 0 -** | **- 0 -** | **- 0 -** | **18,300** | |
| | | | | | | | |
| **Total Planning Commission Expenses + C.I.P** | | **21,136** | **17,784** | **22,090** | **19,846** | **41,135** | |
| | | | | | | | |
| **Total Planning Commission** | | **25,378** | **(13,026)** | **(16,990)** | **(15,736)** | **(35,935)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| **POLICE & LAW ENFORCEMENT** | | | | | | | |
| | | | | | | | |
| **Account Number** | **Account Name** | **Fiscal Year 2021/2022 Actual** | **Fiscal Year 2022/2023 Actual** | **Fiscal Year 2023/2024 Budget** | **2023/2024 Estimated Ending Balance** | **Fiscal Year 2024/2025 Budget** | **Comments** |
| 501.08 | Revenue - Dog License & Other | 650 | 561 | 750 | 1,100 | 750 | |
| 501.09 | Revenue - Itinerant Sales | 947 | 138 | 200 | 150 | 200 | |
| 501.12 | Revenue - Liquidated Damages | 645 | 825 | 700 | 800 | 700 | |
| 511.50 | Revenue - Donations/Grants | - 0 - | 100 | 1,500 | 2,250 | - 0 - | Offset in Admin 502.50 |
| 511.90 | Revenue - Non-Operating | 69,449 | 4,190 | 5,000 | 3,000 | 5,000 | DUI Testing $1,800 |
| **Total** | | **71,691** | **5,814** | **8,150** | **7,300** | **6,650** | |
| 515.01 | Police Equitable Sharing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Police & Law Enforcement Revenue** | | **71,691** | **5,814** | **8,150** | **7,300** | **6,650** | |
| | | | | | | | |
| 512.01 | Operating - Salaries | 778,443 | 871,000 | 1,019,139 | 984,021 | 1,046,909 | |
| 512.02 | Operating- Social Security | 59,527 | 66,856 | 81,563 | 77,052 | 83,754 | |
| 512.03 | Operating - Overtime | 49,396 | 56,314 | 47,042 | 58,000 | 47,903 | |
| 512.04 | Operating - Group Insurance | 210,962 | 213,043 | 265,335 | 220,000 | 261,747 | |
| 512.05 | Operating - Retirement Non-Officers | 3,616 | 5,701 | 6,177 | 5,120 | 6,257 | |
| 512.059 | Operating - Wellness Incentive | - 0 - | - 0 - | - 0 - | - 0 - | 7,560 | |
| 512.06 | Operating - Insurance | 41,959 | 52,429 | 64,115 | 60,000 | 66,000 | |
| 512.07 | Operating - Audit & Accounting | 2,314 | 2,235 | 2,279 | 2,475 | 2,821 | AMGL $2,821 |
| 512.08 | Operating - Retirement Officers | 51,714 | 58,187 | 67,244 | 58,582 | 69,140 | |
| 512.10 | Operating - Maintenance Supplies Equipment | 7,009 | 10,409 | 10,000 | 10,000 | 10,000 | |
| 512.11 | Operating - Office Supplies, Postage & Freight | 3,197 | 2,620 | 5,000 | 4,000 | 5,000 | |
| 512.12 | Operating - Gasoline & Oil | 25,794 | 29,555 | 27,000 | 27,000 | 30,000 | |
| 512.16 | Operating - City Use Utilities | 5,925 | 5,805 | 6,200 | 6,000 | 6,500 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 512.162 | Operating - Telephone | 14,067 | 16,123 | 9,432 | 13,000 | 10,470 | Windstream $2550; ALLO Internet $2,400; ALLO Phone Service $1,242; Verizon $3,600; Cell phone reimb $720 |
| 512.163 | Operating - Utilities Natural Gas | 762 | 900 | 850 | 850 | 900 | |
| 512.17 | Operating - Garbage Service | 416 | 911 | 515 | 500 | 495 | |
| 512.20 | Operating - Repairs Patrol Cars | 21,491 | 10,979 | 10,000 | 10,000 | 10,000 | |
| 512.24 | Operating - Repairs Radios/Radar | 758 | 1,632 | 1,500 | 1,500 | 1,500 | |
| 512.30 | Operating - Building Repairs & Maintenance | 3,098 | 11,564 | 5,000 | 5,000 | 5,000 | |
| 512.36 | Operating - Maintenance Agreements | 3,945 | 8,773 | 20,305 | 12,500 | 21,365 | State Radio $3,200; All Copy Products (overages) $250; City Hall Copier $60; All Copy Products (annual) $1,500; PMI $695; Mach/Tracs $950; Central Square $3,800; Bizco Firewall Warranty $2,200; Paper Tiger $210; Body Cam annual plan $8,500 |
| 512.42 | Operating - Dues, Memberships | 4,468 | 5,446 | 1,300 | 1,700 | 2,000 | |
| 512.421 | Operating - Basic Training Physicals and Testing | 3,272 | - 0 - | 6,000 | 3,000 | 6,000 | |
| 512.422 | Operating - Officer Training | - 0 - | - 0 - | 6,000 | 6,000 | 8,500 | |
| 512.49 | Operating - Uniforms | 4,520 | 5,779 | 6,400 | 6,400 | 6,400 | |
| 512.50 | Operating - Firearms Training | 1,018 | 2,914 | 3,500 | 3,500 | 3,500 | |
| 512.51 | Operating - Veterinarian Dog Impound | 470 | - 0 - | 1,000 | 750 | 1,000 | |
| 512.53 | Operating - Information Technology | 13,266 | 15,485 | 20,018 | 21,278 | 28,545 | gWorks/SimpleCity $3,954; BIZCO $6,604; (2) Computers $1,850; Caselle $6,437; BIZCO Server Upgrade $9,700 |
| 512.58 | Operating - DWI/DUI Testing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 512.59 | Operating - Community Text System | 120 | 148 | 141 | 160 | 347 | |
| 512.60 | Operating - Miscellaneous | 2,798 | 9,280 | 14,500 | 12,000 | 14,500 | |
| 512.61 | Operating - Emergency Management | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 512.62 | Operating - Public Relations | 504 | 66 | 1,700 | 1,700 | 1,750 | |
| 512.63 | Operating - Prosecution Agreement - County Att. | - 0 - | - 0 - | 4,000 | - 0 - | 4,000 | |
| 512.75 | Operating - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 512.76 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 512.929 | Operating - Police Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 592.11 | Operating - Civil Service Supplies, Postage & Freight | 3 | 15 | 50 | 15 | 50 | |
| 592.44 | Operating - Civil Service Publications | 1,882 | 1,407 | 3,000 | 1,000 | 2,000 | |
| 592.45 | Operating - Civil Service Testing | 1,158 | 811 | 2,750 | 2,750 | 4,000 | |
| 592.48 | Operating - Legal Fees | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 592.60 | Operating - Civil Service Miscellaneous | - 0 - | 174 | 960 | 1,548 | 960 | TLO $900 |
| **Total** | | **1,317,869** | **1,466,558** | **1,720,015** | **1,617,401** | **1,776,873** | |
| 516.11 | EQ Sharing-Admin O & M - Supplies | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 516.42 | EQ Sharing-Training/Prog | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 516.80 | EQ Sharing-Equipment | 6,777 | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **6,777** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| 513.90 | Transfer to County/911 Dispatch | 191,391 | 233,204 | 282,085 | 282,085 | 246,299 | |
| **Total** | | **191,391** | **233,204** | **282,085** | **282,085** | **246,299** | |
| | | | | | | | |
| **Total Police & Law Enforcement Operating Expense** | | **1,516,037** | **1,699,762** | **2,002,100** | **1,899,486** | **2,023,172** | |
| | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 512.80 | Capital - C.I.P. Fixed Assets - Summary | 76,857 | 70,525 | 87,000 | 80,000 | 175,300 | Patrol Vehicle #5 $55,000; Storage Shed $15,000; Building Renocvations $5,400; Windows $5,000; CSO Vehicle $20,000; Taser Replacement $11,900; Radar Upgrades $5,000; Video Camera Upgrades $58,000 |
| Total | | 76,857 | 70,525 | 87,000 | 80,000 | 175,300 | |
| | | | | | | | |
| Total C.I.P. Police and Law Enforcement Expense | | 76,857 | 70,525 | 87,000 | 80,000 | 175,300 | |
| | | | | | | | |
| Total Police & Law Enforcement Expenses | | 1,592,894 | 1,770,287 | 2,089,100 | 1,979,486 | 2,198,472 | |
| | | | | | | | |
| Total Police & Law Enforcement | | (1,521,203) | (1,764,473) | (2,080,950) | (1,972,186) | (2,191,822) | |

| 2024/2025 | | | | | | | Updated 8-30-24 |
|---|---|---|---|---|---|---|---|
| | RAIL CAMPUS | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 525.15 | Revenue - Rail Campus | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 525.20 | Aid to Construction - Elec Substation | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 525.25 | Aid to Construction - Land Acquisition | 248,815 | - 0 - | - 0 - | - 0 - | - 0 - | Developed Site Sale |
| 525.50 | Rail Campus - Rev - Grants | - 0 - | 3,000 | - 0 - | - 0 - | - 0 - | |
| **Total** | | **248,815** | **3,000** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Rail Campus Revenue** | | **248,815** | **3,000** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| 526.821 | Admin O & M - Loan Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 526.829 | Admin O & M - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 526.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Grand Total Rail Campus Operating Fund Expense** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| 526.25 | Capital Projects - Administrative | 481 | 10,000 | 20,000 | 5,000 | 1,000 | |
| 526.28 | Engineering & Consulting Fees | 11,860 | 14,857 | 20,000 | 25,000 | 10,000 | |
| 526.50 | Rail Campus - Exp - Grants | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **12,341** | **24,857** | **40,000** | **30,000** | **11,000** | |
| | | | | | | | |
| **Total Rail Campus Administrative Expense** | | **12,341** | **24,857** | **40,000** | **30,000** | **11,000** | |
| | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| **Total Rail Campus Expenses, not Including C.I.P.** | | 12,341 | 24,857 | 40,000 | 30,000 | 11,000 | |
| | | | | | | | |
| 526.80 | Capital Projects - Land Purchase General Fund Misc. - Rail project - Option Buy-Out and real property infrastructure improvements | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| Total | | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total C.I.P. Rail Campus Expense** | | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total Rail Campus Expenses** | | 12,341 | 24,857 | 40,000 | 30,000 | 11,000 | |
| | | | | | | | |
| **Total Rail Campus** | | 236,474 | (21,857) | (40,000) | (30,000) | (11,000) | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| | RECYCLING | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| | | | | | | | |
| 661.01 | Revenue - Recycling Receipts | 9,424 | 525 | 1,000 | 3,100 | 4,000 | |
| 661.02 | Revenue - Grants | - 0 - | - 0 - | 1,250 | 1,872 | 1,500 | 25% Reimbursement of Processing Costs Acct #662.35 |
| **Total** | | **9,424** | **525** | **2,250** | **4,972** | **5,500** | |
| | | | | | | | |
| **Total Recycling Revenue** | | **9,424** | **525** | **2,250** | **4,972** | **5,500** | |
| | | | | | | | |
| 662.01 | Admin O & M - Salaries | 6,194 | 13,472 | 11,755 | 15,198 | 18,467 | |
| 662.02 | Admin O & M - Social Security | 474 | 1,030 | 900 | 1,175 | 1,413 | |
| 662.03 | Admin O & M - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 662.06 | Admim O & M - Insurance | 1,734 | 2,265 | 2,718 | 2,373 | 2,610 | |
| 662.07 | Admin O & M - Audit & Accounting | 83 | 80 | 82 | 89 | 101 | AMGL $100.75 |
| 662.08 | Admin O & M - Advertising and Promotion | - 0 - | 360 | - 0 - | - 0 - | - 0 - | |
| 662.10 | Admin O & M - Supplies | 46 | 213 | 500 | 100 | 250 | |
| 662.16 | Admin O & M - City Use Utilities | 3,030 | 2,922 | 3,100 | 3,100 | 3,100 | |
| 662.162 | Admin O & M - Telephone | 547 | - 0 - | - 0 - | - 0 - | - 0 - | |
| 662.17 | Admin O & M - Garbage | 416 | 909 | 513 | 494 | 500 | |
| 662.20 | Admin O & M - Equipment Repairs | 432 | 764 | 1,000 | - 0 - | 1,000 | |
| 662.30 | Admin O & M - Buildings Grounds Upkeep | - 0 - | 298 | 2,000 | 100 | 1,000 | |
| 662.35 | Admin O & M - Recycling Processing Costs | 1,923 | 4,970 | 5,000 | 6,000 | 6,000 | |
| 662.36 | Admin O & M - Maintenance Agreements | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 662.42 | Admin O & M - Dues, Memberships | 2 | 2 | 202 | 2 | - 0 - | |
| 662.53 | Admin O & M - Information Technology | 206 | 262 | 315 | 315 | 368 | gWorks/SimpleCity $36; BIZCO $190; Email Migration/Server $29; Caselle $113 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 662.57 | Admin O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 662.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 662.59 | Admin O & M - Community Text System | 120 | - 0 - | 141 | - 0 - | - 0 - | |
| 662.60 | Admin O & M - Miscellaneous | 147 | 61 | 500 | - 0 - | 250 | |
| **Total** | | **15,352** | **27,608** | **28,726** | **28,946** | **35,059** | |
| | | | | | | | |
| **Total Recycling Operating Expense** | | **15,352** | **27,608** | **28,726** | **28,946** | **35,059** | |
| | | | | | | | |
| 662.80 | Capital Projects - Fixed Assets | 5,000 | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **5,000** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total C.I.P. Recycling Expense** | | **5,000** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Recycling Expenses + C.I.P.** | | **20,352** | **27,608** | **28,726** | **28,946** | **35,059** | |
| | | | | | | | |
| **Total Recycling** | | **(10,928)** | **(27,083)** | **(26,476)** | **(23,974)** | **(29,559)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| | SENIOR SHUTTLE | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| | | | | | | | |
| 658.01 | Revenue - Senior Shuttle | 3,466 | 4,370 | 4,600 | 3,800 | 4,600 | |
| **Total** | | **3,466** | **4,370** | **4,600** | **3,800** | **4,600** | |
| | | | | | | | |
| **Total Senior Shuttle Revenue** | | **3,466** | **4,370** | **4,600** | **3,800** | **4,600** | |
| | | | | | | | |
| 659.06 | Admin O & M - Insurance | 867 | 1,133 | 1,373 | 1,128 | 1,258 | |
| 659.11 | Admin O & M - Supplies & Fuel | 1,894 | 1,582 | 2,200 | 2,200 | 2,200 | |
| 659.162 | Admin O & M - Telephone | 660 | 680 | 780 | 780 | 780 | |
| 659.20 | Admin O & M - Repairs | 1,156 | 356 | 500 | 400 | 500 | |
| **Total** | | **4,577** | **3,751** | **4,853** | **4,508** | **4,738** | |
| | | | | | | | |
| 659.80 | Capital - Fixed Assets | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total CIP & Senior Shuttle Operating Fund Expense** | | **4,577** | **3,751** | **4,853** | **4,508** | **4,738** | |
| | | | | | | | |
| **Total Senior Shuttle** | | **(1,112)** | **619** | **(253)** | **(708)** | **(138)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| | SENIOR CENTER | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 655.01 | Revenue - Meals/Milk/Clients | 25,475 | 29,605 | 24,000 | 27,000 | 26,000 | |
| 655.02 | Revenue - User Fees | 3,150 | 2,915 | 3,000 | 4,050 | 3,000 | |
| 655.03 | Revenue - USDA Reimbursement | 4,007 | 4,912 | 4,500 | 5,500 | 5,000 | |
| 655.04 | Revenue - Title XX Reimbursement | 3,449 | 4,567 | 2,500 | 2,500 | 2,500 | |
| 655.05 | Revenue - Grants & Donations | 9,185 | - 0 - | 20,000 | - 0 - | 35,000 | Offset - 656.63 |
| 655.06 | Revenue - Fund Raisers | 22,605 | 25,677 | 20,000 | 21,000 | 20,000 | |
| 655.07 | Property Tax Requirement | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 655.08 | Revenue - Lincoln Area/Aging | 6,500 | 6,500 | 6,500 | 6,500 | 6,500 | |
| 655.90 | Revenue - Non Operating Revenue | 45,360 | 50 | - 0 - | 16,994 | - 0 - | |
| 655.920 | Revenue - Transfer/Foundation Salaries and Social Security | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | City Covers all Salaries |
| **Total** | | **119,731** | **74,226** | **80,500** | **83,544** | **98,000** | |
| | | | | | | | |
| **Total Senior Center Revenue** | | **119,731** | **74,226** | **80,500** | **83,544** | **98,000** | |
| | | | | | | | |
| 656.01 | Admin O & M - Salaries | 44,588 | 48,935 | 53,386 | 51,328 | 55,034 | |
| 656.02 | Admin O & M - Social Security | 2,953 | 3,240 | 4,084 | 3,700 | 4,211 | |
| 656.03 | Admin O & M - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 656.04 | Admin O & M - Group Insurance | 26,372 | 23,484 | 27,019 | 27,135 | 27,872 | |
| 656.05 | Admin O & M - Retirement | 2,675 | 2,936 | 3,316 | 177 | 3,302 | |
| 656.06 | Admin O & M - Insurance | 4,109 | 5,367 | 6,440 | 5,580 | 6,138 | |
| 656.07 | Admin O & M - Audit & Accounting | 165 | 160 | 163 | 177 | 202 | AMGL $201.50 |
| 656.081 | Admin O & M - Contract Snow Removal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 656.082 | Admin O & M - Contract Janitor | 4,550 | 4,200 | 4,500 | 4,500 | 4,500 | Contracted Janitor |
| 656.10 | Admin Programs - Meal Supplies | 4,414 | 4,737 | 6,000 | 6,000 | 6,000 | |
| 656.11 | Admin O & M - Supplies, Postage & Freight | 1,956 | 3,135 | 2,700 | 2,700 | 2,700 | |
| 656.12 | Admin O & M - Gas & Oil | - 0 - | | - 0 - | | - 0 - | |
| 656.15 | Admin O & M - Equipment | 882 | 450 | 2,000 | 2,000 | 2,000 | |
| 656.16 | Admin O & M - City Use Utilities | 6,490 | 7,518 | 7,500 | 7,500 | 8,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 656.162 | Admin O & M - Telephone | 760 | 1,049 | 1,140 | 1,140 | 891 | Cell Phone Reimb $360; Allo $531 |
| 656.163 | Admin O & M - Natural Gas | 2,442 | 2,770 | 3,000 | 2,182 | 3,000 | |
| 656.17 | Admin O & M - Garbage | 416 | 911 | 515 | 495 | 500 | |
| 656.20 | Admin O & M - Repairs | 2,996 | 843 | 3,000 | 3,000 | 3,000 | |
| 656.30 | Admin O & M - Buildings, Grounds Upkeep | 1,783 | 1,140 | 2,000 | 61,348 | 2,000 | |
| 656.36 | Admin O & M - Service Maintenance Contracts | 2,019 | 1,873 | 3,000 | 3,081 | 3,500 | City Hall/Muni Bldg Copier $1,263; Refrigeration Maint $900; Kitchen Hood Inspect $300; Fire Sprinkler $200; |
| 656.42 | Admin O & M - Dues, Memberships, Training, Mileage | 154 | 113 | 175 | 130 | 130 | |
| 656.50 | Admin Programs - Fund Raising Supplies | 6,643 | 7,122 | 7,500 | 7,500 | 7,500 | |
| 656.53 | Admin O & M - Information Technology/WIFI | 1,119 | 1,423 | 1,653 | 1,653 | 1,261 | gWorks SimpleCity $160; Bizco $758; Caselle $343 |
| 656.59 | Admin O & M - Community Text System | 120 | - 0 - | 141 | 141 | - 0 - | |
| 656.60 | Admin O & M - Miscellaneous | 251 | 175 | 500 | 500 | 1,040 | Wellness $540 |
| 656.61 | Admin O & M Programs | 2,241 | 2,439 | 3,000 | 3,000 | 4,000 | |
| 656.63 | Admin O & M Grants & Donations | 2,413 | - 0 - | 20,000 | - 0 - | 35,000 | Flooring Replacement $35,000 |
| 656.70 | Admin Programs - Meal Contract | 34,496 | 40,980 | 38,000 | 38,500 | 45,200 | |
| 656.99 | Admin Programs - Transfer to Foundation - Plus or Minus to Balance | - 0 - | - 0 - | - 0 - | | - 0 - | |
| **Total** | | **157,008** | **165,002** | **202,748** | **233,467** | **226,981** | |
| | | | | | | | |
| 656.80 | Capital - Fixed Assets | 7,985 | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **7,985** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total CIP & Senior Center Operating Expense** | | **164,993** | **165,002** | **202,748** | **233,467** | **226,981** | |
| | | | | | | | |
| **Total Senior Center** | | **(45,262)** | **(90,776)** | **(122,248)** | **(149,923)** | **(128,981)** | |

| 2024/2025 | | | | | | | Updated 8-30-24 |
|---|---|---|---|---|---|---|---|
| | STREET | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 521.04 | Revenue - Highway Allocation | 849,109 | 933,807 | 980,992 | 980,992 | 1,014,100 | |
| 521.041 | Revenue - Maintenance Agreement | 21,866 | 21,866 | 21,866 | 21,866 | 21,866 | Check renewal agreement |
| 521.05 | Revenue - Incentive Payment | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | |
| 521.06 | Revenue - Miscellaneous Sales & Service | 2,595 | 2,460 | 1,500 | 1,955 | 2,000 | |
| 521.08 | Revenue - City Sales Tax Motor Vehicle | 262,941 | 367,343 | 275,000 | 426,842 | 300,000 | |
| 521.10 | Revenue - State Motor Vehicle Fee | 62,299 | 63,615 | 60,000 | 69,491 | 60,000 | |
| 521.504 | Revenue - DS Assess Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 521.509 | Revenue - DS Assess Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 521.549 | Revenue - New Subdivision ESC | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 521.609 | Revenue - Wood Chip Sales | 60 | 40 | 250 | 40 | 100 | |
| 521.90 | Revenue - Non-Operating | 46,230 | 12,098 | 6,000 | 34,000 | 10,000 | |
| 521.901 | Revenue - Grants | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 521.905 | Revenue - Gas Tax - LB610 | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 521.910 | Revenue - Grants | 500,000 | - 0 - | - 0 - | - 0 - | 1,583,000 | Worthman Extension: EOP Grant $583,000; CDBG $1,000,000 |
| 521.999 | Revenue - Transfer from General Fund | 990,000 | 2,480,000 | 1,685,000 | 1,685,000 | 1,000,000 | Transfer from General - 502.95 |
| 521.99 | Revenue - Construction | - 0 - | - 0 - | - 0 - | - 0 - | 2,000,000 | |
| **Total** | | **2,741,100** | **3,887,228** | **3,036,608** | **3,226,187** | **5,997,066** | |
| 614.01 | Revenue - Grants | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 614.90 | Revenue - Releaf Planting Rebates | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| 523.511 | Revenue - STP Interest | 5 | 29 | - 0 - | 50 | - 0 - | |
| 523.521 | Revenue - STP Funds - NE Roads | 151,138 | 190,480 | 186,841 | 186,841 | 178,510 | Offset 524.521 - STP $178,510 |
| 523.522 | Revenue - Bridge Funds - NE Roads | 8,319 | 12,409 | 8,244 | 8,244 | 11,918 | Bridge $11,918 |
| 523.90 | Revenue - STP Non-Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **159,462** | **202,918** | **195,085** | **195,135** | **190,428** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| **Total Street Revenue** | | **2,900,562** | **4,090,146** | **3,231,693** | **3,421,322** | **6,187,494** | |
| | | | | | | | |
| 522.01 | Distribution O & M - Salaries | 308,211 | 336,212 | 391,817 | 370,000 | 414,735 | |
| 522.02 | Distribution O & M - Social Security | 22,690 | 24,685 | 31,163 | 31,163 | 33,000 | |
| 522.03 | Distribution O & M - Overtime | 6,122 | 6,983 | 15,541 | 15,541 | 16,633 | |
| 522.04 | Distribution O & M - Group Insurance | 104,168 | 102,774 | 126,528 | 126,528 | 106,711 | |
| 522.05 | Distribution O & M - Retirement | 17,488 | 18,885 | 21,712 | 21,712 | 23,084 | |
| 522.059 | Distribution O & M - Wellness | - 0 - | - 0 - | - 0 - | - 0 - | 3,240 | |
| 522.06 | Distribution O & M - Insurance | 38,607 | 49,316 | 59,179 | 50,654 | 55,719 | |
| 522.07 | Distribution O & M - Audit & Accounting | 1,653 | 1,597 | 1,628 | 1,767 | 2,015 | AMGL $2,015 |
| 522.08 | Distribution O & M - Engineering/Consultation | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 522.10 | Distribution O & M - Maintenance Supplies/Equipment | 75,830 | 65,913 | 85,000 | 80,000 | 85,000 | Tools, Cold Patch, Sand, Supplies |
| 522.11 | Facilities O & M - Office Supplies, Postage & Freight | 109 | 76 | 500 | 200 | 500 | |
| 522.12 | Distribution O & M - Gas/Oil/Diesel | 36,330 | 37,894 | 40,000 | 35,000 | 43,000 | |
| 522.16 | Facilities O & M - City Use Utilities | 27,620 | 29,717 | 31,000 | 31,000 | 33,000 | |
| 522.162 | Facilities O & M - Telephone | 4,021 | 3,852 | 3,900 | 3,900 | 3,775 | Cell Phone $2,160; Verizon $960; Tracfone $415; Time Warner $240 |
| 522.17 | Facilities O & M - Garbage | 416 | 911 | 515 | 515 | 495 | |
| 522.20 | Distribution O & M - Equipment Repairs | 37,650 | 44,062 | 45,000 | 45,000 | 45,000 | |
| 522.30 | Facilities O & M - Buildings/Grounds Upkeep | 4,932 | 2,707 | 6,000 | 6,000 | 8,000 | Hauling Burn Pile Ash $6,000 |
| 522.36 | Facilities O & M - Maintenance Agreements | 4,910 | 4,669 | 4,640 | 4,640 | 4,640 | Janitorial $4,220; City Hall/ Muni Bldg Copier $420 |
| 522.42 | Facilities O & M - Dues, Memberships, Training, Mileage | 678 | 670 | 1,500 | 1,500 | 1,500 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 522.53 | Facilities O & M - Information Technology | 6,424 | 8,735 | 10,089 | 10,089 | 9,394 | gWorks SimpleCity $1,649; gWorks GIS $1,420; BIZCO $3,032; Agenda/Sparqdata $738; Caselle $2,555 |
| 522.57 | Facilities O & M - Succession Plan | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 522.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 522.59 | Facilities O & M - Community Text System | 120 | 148 | 141 | 141 | - 0 - | |
| 522.60 | Facilities O & M - Miscellaneous Summary | 3,988 | 4,616 | 6,000 | 6,000 | 6,000 | BNSF Pump House Lease $2,400; |
| 522.84 | Facilities O & M - Technology/Software Licensing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | All coded to 522.53 |
| 522.90 | Facilities O & M - Non-Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 524.521 | STP Funds | 151,138 | 190,480 | 186,841 | 186,841 | 178,510 | Transfer to Debt Service for Street Projects (Offset 523.521) |
| 524.522 | Bridge Funds | 3,325 | - 0 - | 8,244 | 3,633 | 11,918 | Biennial Bridge Inspection $5,000 |
| **Total** | | **856,430** | **934,902** | **1,076,938** | **1,031,824** | **1,085,869** | |
| | | | | | | | |
| 615.01 | Admin O & M - Planting Program | 585 | 2,272 | 12,500 | 5,000 | 12,500 | Emerald Ash Borer $10,000 |
| 615.11 | Admin O & M - Support Postage Freight | - 0 - | - 0 - | 50 | - 0 - | - 0 - | |
| 615.42 | Admin O & M - Dues, Memberships, Training and Mileage | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 615.58 | Admin O & M - Debt Service P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **585** | **2,272** | **12,550** | **5,000** | **12,500** | |
| | | | | | | | |
| **Total Street Operating Expense** | | **857,015** | **937,173** | **1,089,488** | **1,036,824** | **1,098,369** | |
| | | | | | | | |
| 522.09 | Capital - Work-In-Process - C.I.P. - Summary. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 522.52 | Capital Improvement Projects | 603,503 | 2,715,109 | 4,103,850 | 3,844,306 | 5,706,476 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 522.80 | Capital - Fixed Assets - Summary | 202,229 | 194,879 | 322,245 | 300,034 | 171,245 | GIS Update $45,000; Pickup Replacement $55,000; Payloader Lease Payment $24,245; Skid Steer Upgrade $20,000; Side by Side $10,000; Tool Room Renovation $17,000 |
| 522.99 | Capital - Construction | 886,166 | 93,998 | - 0 - | - 0 - | - 0 - | |
| **Total** | | **1,691,898** | **3,003,987** | **4,426,095** | **4,144,340** | **5,877,721** | |
| | | | | | | | |
| **Total C.I.P. Street Expense** | | **1,691,898** | **3,003,987** | **4,426,095** | **4,144,340** | **5,877,721** | |
| | | | | | | | |
| **Total Street Expenses + C.I.P.** | | **2,548,913** | **3,941,160** | **5,515,583** | **5,181,164** | **6,976,090** | |
| | | | | | | | |
| **Total Street** | | **351,649** | **148,986** | **(2,283,890)** | **(1,759,842)** | **(788,596)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| TAX INCREMENT FINANCIING | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| | | | | | | | |
| 731.71 | Revenue - Progr Sheet Metal | 3,859 | 4,890 | 3,738 | 6,381 | 3,738 | County Treasurer Receipts |
| 731.72 | Revenue - Sports Express | 3,089 | 3,056 | 2,518 | 1,493 | 2,518 | |
| 731.723 | Revenue - Interest on Savings - | 587 | 3,547 | 500 | - 0 - | 500 | |
| 731.73 | Revenue - Seward Hotel | 39,538 | 36,374 | 39,078 | 39,168 | 39,078 | |
| 731.74 | Revenue - B & M Seed | 4,094 | 11,246 | 5,428 | 3,728 | 5,428 | |
| 731.75 | Revenue - Jones Natl Bank | 60,349 | 47,768 | 60,350 | 16,051 | 16,050 | |
| 731.76 | Revenue - Jones Ins Agency | 10,294 | 10,186 | 6,575 | 4,977 | 6,575 | |
| 731.77 | Revenue - Administrative Retention | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | 3% Admin Fee on Future Projects |
| 731.771 | Revenue - Peek Prop | 2,624 | 2,810 | 2,493 | 2,667 | 2,493 | |
| 731.79 | Revenue - Grimes Const | 5,992 | 6,043 | 3,429 | 5,757 | 3,429 | |
| 731.80 | Revenue - CNG | 81,939 | 89,169 | 133,272 | 117,236 | 133,272 | |
| 731.81 | Revenue - Lindner Redevelopment | 7,736 | 9,331 | 7,385 | 5,359 | 7,385 | |
| 731.83 | Revenue - Bottle Rocket Brewing | 9,339 | 6,969 | 13,375 | 10,272 | 13,375 | |
| 731.84 | Revenue - Two Creeks Holdings | 6,363 | 6,296 | 5,603 | 204 | 5,603 | |
| 731.86 | Revenue - Two Creeks Hldngs Stge/W | 2,797 | 2,586 | 2,611 | 2,611 | 2,611 | |
| 731.87 | Revenue - FastMart | 15,886 | 15,034 | 15,168 | 15,168 | 15,168 | |
| 731.88 | Revenue - KACH 510 (Bradford Center) | 4,470 | 4,423 | 4,636 | 4,636 | 4,636 | |
| 731.89 | Revenue - Future Applications | - 0 - | - 0 - | 25,000 | 25,000 | 25,000 | |
| 731.90 | Revenue - Non-Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 731.92 | Revenue - Kach 139 N 6th St | - 0 - | - 0 - | 3,704 | 3,704 | 3,704 | |
| 731.93 | Revenue - Barely Legal Distilling | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Project did not move forward |
| 731.94 | Revenue - Plex Homes LLC | 14,045 | 28,880 | 17,670 | 17,670 | 17,670 | |
| 731.95 | Revenue - Scoular Company | 259,275 | 256,562 | 260,000 | 260,000 | 260,000 | |
| 731.96 | Revenue - Green Futures | 9,729 | 9,627 | 10,000 | 10,000 | 10,000 | |
| 731.97 | Revenue - Else & Burger | 5,447 | 5,340 | 5,807 | 5,807 | 5,807 | |
| 731.98 | Revenue - Seward Dairy Queen | 10,210 | 10,635 | 7,651 | 7,651 | 7,651 | |
| 731.99 | Revenue - Alps Dog Retreat | - 0 - | 3,125 | 4,590 | 4,590 | 4,590 | |
| 731.100 | Revenue - Kach 647 Seward St | 395 | 105 | 1,656 | 1,656 | 1,656 | |
| 731.101 | Revenue - Kach 640/644 Seward St | 847 | 851 | 3,951 | 3,951 | 3,951 | |
| 731.102 | Revenue - Scooters/GH Coffee | 4,530 | 4,440 | 4,710 | 4,710 | 4,710 | |
| 731.103 | Revenue - Lavander's | 3,589 | 8,641 | 8,074 | 8,074 | 8,074 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 731.104 | Revenue - Arrowhead Estate | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Project did not move forward |
| 731.105 | Revenue - Old Town Square | - 0 - | 3,311 | 4,557 | 4,557 | 4,557 | |
| 731.106 | Revenue - Plex Homes LLC - Phase 2 | - 0 - | 20,373 | 8,334 | 8,334 | 8,334 | |
| 731.107 | Revenue - Ironhide | - 0 - | 428 | 5,343 | 5,343 | 5,343 | |
| 731.108 | Revenue - Plex Homes LLC - Phase 3 | - 0 - | 16,500 | - 0 - | - 0 - | - 0 - | |
| 731.109 | Revenue - 14TIN LLC | - 0 - | - 0 - | 1,000 | 1,000 | 1,000 | |
| 731.110 | Revenue - DWELL Dev LLC | 1,000 | - 0 - | - 0 - | - 0 - | - 0 - | Project did not move forward |
| 731.111 | Revenue - SFD OPCO LLC - Phase 2 | 1,000 | - 0 - | 9,000 | 9,000 | 9,000 | |
| 731.112 | Revenue - Ironhide - Phase 2 | 1,000 | 17,126 | - 0 - | - 0 - | - 0 - | |
| 731.114 | Revenue - Focus Properties | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 731.115 | Revenue - Meyco Holdings | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 731.117 | Revenue - 360 Properties | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total** | | **570,021** | **645,672** | **687,206** | **616,756** | **642,906** | |
| | | | | | | | |
| **Total Tax Increment Financing Revenue** | | **570,021** | **645,672** | **687,206** | **616,756** | **642,906** | |
| | | | | | | | |
| 732.710 | Expense - Prog Sheet Metal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.720 | Expense - Sports Express | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.730 | Expense - Seward Hotel | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.740 | Expense - B & M Seed | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.750 | Expense - Jones National Bank | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.760 | Expense - Jones Insurance | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.770 | Expense - Peek Properties | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.790 | Expense - Grimes Const - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.791 | Expense - CNG | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.792 | Expense - Lindner Redev | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.794 | Expense - Bottle Rocket Brewing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.795 | Expense - Two Creeks Holdings | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.811 | Expense - Two Creeks Hldngs Stge/W | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.796 | Expense - Rail Hot Mill | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.850 | Expense - Allure | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.851 | Expense - FastMart (Bugeaters) | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.852 | Expense - KACH 510 (Bradford Center) | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.853 | Expense - Kach 139 N 6th St | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 732.854 | Expense - Barely Legal Distilling | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.855 | Expense - Plex Homes LLC | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.856 | Expense - Scoular Company | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.857 | Expense - Green Futures | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.858 | Expense - Else & Burger | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.859 | Expense - Seward Dairy Queen | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.860 | Expense - Alps Dog Retreat | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.861 | Expense - Kach 647 Seward St | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.862 | Expense - Kach 640/644 Seward St | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.863 | Expense - Scooters/GH Coffee | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.864 | Expense - Lavander's | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.865 | Expense - Arrowhead Estate | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.866 | Expense - Old Town Square | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.867 | Expense - Plex Homes LLC - Phase 2 | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.868 | Expense - Ironhide | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.871 | Expense - Plex Homes LLC - Phase 3 | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.874 | Expense - 14 TIN, LLC | 4,584 | - 0 - | 1,000 | 1,000 | 1,000 | |
| 732.877 | Expense - DWELL Dev, LLC | 7,745 | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.880 | Expense - SFD OPCO LLC - Phase 2 | 10,165 | - 0 - | 9,000 | 9,000 | 9,000 | |
| 732.883 | Expense - Ironhide - Phase 2 | - 0 - | 7,260 | - 0 - | - 0 - | - 0 - | |
| 732.718 | Progressive Sheet Metal - Principal | 3,164 | 4,225 | 3,009 | 3,009 | 3,009 | |
| 732.719 | Progressive Sheet Metal - Interest | 695 | 665 | 729 | 729 | 729 | |
| 732.728 | Sports Express - Principal | 2,377 | 1,409 | 2,027 | 2,027 | 2,027 | |
| 732.729 | Sports Express - Interest | 417 | 1,648 | 491 | 491 | 491 | |
| 732.738 | Seward Hotel - Principal | 28,659 | 15,326 | 28,702 | 28,702 | 28,702 | |
| 732.739 | Seward Hotel - Interest | 10,879 | 6,040 | 10,376 | 10,376 | 10,376 | |
| 732.748 | B & M - Principal | 3,253 | 1,915 | 3,987 | 3,987 | 3,987 | |
| 732.749 | B & M - Interest | 841 | 792 | 1,441 | 1,441 | 1,441 | |
| 732.758 | Jones Bank - Principal | 41,844 | 35,443 | 42,943 | 42,943 | 42,943 | |
| 732.759 | Jones Bank - Interest | 18,505 | 12,325 | 17,407 | 17,407 | 17,407 | |
| 732.768 | Jones Insurance - Principal | 4,740 | 3,022 | 4,597 | 4,597 | 4,597 | |
| 732.769 | Jones Insurance - Interest | 726 | 694 | 1,978 | 1,978 | 1,978 | |
| 732.778 | Peek Prop - Principal | 2,009 | 2,102 | 1,805 | 1,805 | 1,805 | |
| 732.779 | Peek Properties- Interest | 615 | 709 | 688 | 688 | 688 | |
| 732.797 | Grimes Const - Principal | 4,955 | 5,292 | 2,291 | 2,291 | 2,291 | |
| 732.798 | Grimes Const- Interest | 1,036 | 750 | 1,138 | 1,138 | 1,138 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 732.801 | CNG - Principal | 38,962 | 35,739 | 83,045 | 83,045 | 83,045 | |
| 732.802 | CNG - Interest | 42,976 | 28,777 | 50,227 | 50,227 | 50,227 | |
| 732.803 | Lindner - Principal | 4,937 | 7,102 | 4,816 | 4,816 | 4,816 | |
| 732.804 | Lindner - Interest | 2,799 | 2,230 | 2,569 | 2,569 | 2,569 | |
| 732.807 | Bottle Rocket Brewing - Principal | 4,642 | 3,157 | 8,027 | 8,027 | 8,027 | |
| 732.808 | Bottle Rocket Brewing - Interest | 4,697 | 3,812 | 5,348 | 5,348 | 5,348 | |
| 732.809 | Two Creeks Holdings - Principal | 4,534 | 4,417 | 3,392 | 3,392 | 3,392 | |
| 732.810 | Two Creeks Holdings - Interest | 1,829 | 1,879 | 2,211 | 2,211 | 2,211 | |
| 732.812 | Two Creeks Hldngs Stge/W - Principal | 1,737 | 1,411 | 1,304 | 1,304 | 1,304 | |
| 732.813 | Two Creeks Hldngs Stge/W Interest | 1,060 | 1,176 | 1,307 | 1,307 | 1,307 | |
| 732.815 | FastMart (Bugeaters) - Principal | 10,200 | 8,750 | 8,239 | 8,239 | 8,239 | |
| 732.816 | FastMart (Bugeaters) - Interest | 5,687 | 6,284 | 6,929 | 6,929 | 6,929 | |
| 732.817 | Kach 510/Bradford - Principal | 2,054 | 1,080 | 2,938 | 2,938 | 2,938 | |
| 732.818 | Kach 510/Bradford - Interest | 2,416 | 1,269 | 1,698 | 1,698 | 1,698 | |
| 732.819 | Kach 139 N 6th St - Principal | - 0 - | - 0 - | 1,766 | 1,766 | 1,766 | |
| 732.820 | Kach 139 N 6th St - Interest | - 0 - | - 0 - | 1,938 | 1,938 | 1,938 | |
| 732.821 | Barely Legal - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.822 | Barely Legal - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.823 | Plex Homes LLC - Principal | 7,324 | 19,692 | 17,670 | 17,670 | 17,670 | |
| 732.824 | Plex Homes LLC - Interest | 6,721 | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.825 | Scoular Company - Principal | 259,275 | 256,562 | 260,000 | 260,000 | 260,000 | |
| 732.826 | Scoular Company - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.827 | Green Futures - Principal | 8,540 | 3,194 | 10,000 | 10,000 | 10,000 | |
| 732.828 | Green Futures - Interest | 1,189 | 1,918 | - 0 - | - 0 - | - 0 - | |
| 732.829 | Else & Burger - Principal | 5,447 | 5,340 | 5,807 | 5,807 | 5,807 | |
| 732.830 | Else & Burger - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.831 | Dairy Queen - Principal | 10,210 | 5,648 | 7,651 | 7,651 | 7,651 | |
| 732.832 | Dairy Queen - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.833 | Alps Dog Retreat - Principal | - 0 - | - 0 - | 2,034 | 2,034 | 2,034 | |
| 732.834 | Alps Dog Retreat - Interest | - 0 - | 2,252 | 2,556 | 2,556 | 2,556 | |
| 732.835 | Kach 647 Seward St - Principal | 395 | - 0 - | 819 | 819 | 819 | |
| 732.836 | Kach 647 Seward St - Interest | - 0 - | 105 | 837 | 837 | 837 | |
| 732.837 | Kach 640/644 Seward St - Principal | 847 | - 0 - | 1,955 | 1,955 | 1,955 | |
| 732.838 | Kach 640/644 Seward St - Interest | - 0 - | 851 | 1,996 | 1,996 | 1,996 | |
| 732.839 | Scooters/GH Coffee - Principal | 4,530 | 276 | 4,710 | 4,710 | 4,710 | |
| 732.840 | Scooters/GH Coffee - Interest | - 0 - | 4,164 | - 0 - | - 0 - | - 0 - | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 732.841 | Levander's - Principal | 3,589 | 8,641 | 8,074 | 8,074 | 8,074 | |
| 732.842 | Levander's - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.843 | Arrowhead Estate - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.844 | Arrowhead Estate - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.845 | Old Town Square - Principal | - 0 - | 1,758 | 4,557 | 4,557 | 4,557 | |
| 732.846 | Old Town Square - Interest | - 0 - | 1,553 | - 0 - | - 0 - | - 0 - | |
| 732.847 | Plex Homes - Phase 2 - Principal | - 0 - | 4,272 | 8,334 | 8,334 | 8,334 | |
| 732.848 | Plex Homes - Phase 2 - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.869 | Ironhide - Principal | - 0 - | - 0 - | 2,368 | 2,368 | 2,368 | |
| 732.870 | Ironhide - Interest | - 0 - | 428 | 2,975 | 2,975 | 2,975 | |
| 732.872 | Plex Homes - Phase 3 - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.873 | Plex Homes - Phase 3 - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.875 | 14 TIN, LLC - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.876 | 14 TIN, LLC - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.878 | DWELL Dev - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.879 | DWELL Dev - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.881 | SFD OPCO - Phase 2 - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.882 | SFD OPCO - Phase 2 - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.884 | Ironhide - Phase 2 - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.885 | Ironhide - Phase 2 - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 732.789 | Admin - City Loan Admin & Legal Costs | 7,025 | 1,115 | 10,000 | 10,000 | 10,000 | |
| 732.89 | Admin - Future Applications | - 0 - | - 0 - | 25,000 | - 0 - | 25,000 | |
| 732.890 | Focus Properties - Principal | | | | | | |
| 732.891 | Focus Properties - Interest | | | | | | |
| 732.893 | Meyco Holdings - Principal | | | | | | |
| 732.894 | Meyco Holdings - Interest | | | | | | |
| 732.899 | 360 Properties - Principal | | | | | | |
| 732.900 | 360 Properties - Interest | | | | | | |
| **Total** | | **590,830** | **524,469** | **696,706** | **671,706** | **696,706** | |
| | | | | | | | |
| **Total Tax Increment Financing Operating Expense** | | **590,830** | **524,469** | **696,706** | **671,706** | **696,706** | |
| | | | | | | | |
| **Total Tax Increment** | | **(20,809)** | **121,204** | **(9,500)** | **(54,950)** | **(53,800)** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| WASTE WATER | | * Franchise on all except Donations and Grants | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 401.01 | Waste Water Revenue - Consumer Sales | 1,833,517 | 2,106,242 | 2,386,250 | 2,386,250 | 2,744,188 | 15.0% Sewer Capital Charge Included |
| 401.029 | Waste Water Revenue - Late Charges | 10,548 | 11,599 | 9,500 | 11,000 | 9,500 | |
| 401.04 | Waste Water Revenue - Misc. Sales and Service | 7,278 | 6,605 | 7,000 | 3,000 | 7,000 | |
| 401.90 | Waste Water Revenue - Non - Operating | 61,850 | 900 | 500 | 32,180 | 500 | |
| 401.50 | Waste Water Revenue - Donations and Grants | - 0 - | - 0 - | 25,000 | - 0 - | 25,000 | |
| 401.943 | Waste Water Revenue - Non - Operating Interest | 8,284 | 25,291 | 10,000 | 30,000 | 15,000 | |
| 401.944 | Waste Water Revenue - Assmts - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 401.949 | Waste Water Revenue - Assmts - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 401.969 | Waste Water Revenue - Sludge Field Cultivation | 6,200 | 6,200 | 6,200 | 6,200 | 6,200 | |
| 401.99 | Waste Water Revenue - Construction | - 0 - | - 0 - | 19,000,000 | - 0 - | 19,000,000 | Bond Proceeds for Capital Projects (Offset 411.99) |
| **Total** | | **1,927,676** | **2,156,836** | **21,444,450** | **2,468,630** | **21,807,388** | |
| 401.441 | Waste Water Revenue - Sinking Fund | 15,000 | 285,000 | 580,000 | 580,000 | 930,000 | Sewer Capital Charge $930,000 |
| **Total** | | **15,000** | **285,000** | **580,000** | **580,000** | **930,000** | |
| | | | | | | | |
| **Total Waste Water Revenue** | | **1,942,676** | **2,441,836** | **22,024,450** | **3,048,630** | **22,737,388** | |
| | | | | | | | |
| 410.32 | Waste Water Plant O & M - OM Controls | - 0 - | 515 | - 0 - | - 0 - | - 0 - | |
| 411.10 | Waste Water Plant O & M - Lab Supplies Treatment | 1,534 | 9,148 | 3,500 | 11,600 | 10,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 411.16 | Waste Water Plant O & M - City Use Utilities | 74,081 | 73,952 | 76,000 | 76,000 | 76,000 | |
| 411.161 | Waste Water Plant O & M - Data Transmission | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 411.162 | Waste Water Plant O & M - Telephone | 2,779 | 2,461 | 3,070 | 3,070 | 3,070 | Cell Phone $1,260; US Celluar $150; Spectrum $360; Winstream $1,300; |
| 411.163 | Waste Water Plant O & M - Natural Gas | 1,095 | 299 | 469 | - 0 - | 500 | |
| 411.23 | Waste Water Plant O & M - Pump/Plant/repair & Upkeep. | 29,779 | 33,992 | 103,000 | 45,000 | 103,000 | 3" Moyno PD Pump $20,000; UV Bulb Replacement $38,000 |
| 411.30 | Waste Water Plant O & M - Bldg. & Grounds Upkeep. | 29,266 | 7,760 | 20,000 | 58,200 | 20,000 | |
| 411.22 | Waste Water O & M - Maintenance Repairs & Upkeep | 8,484 | 7,648 | 100,000 | 50,000 | 100,000 | Sewer Line Upgrades as Needed $100,000 |
| 411.01 | Waste Water Production - Salaries | 227,099 | 246,354 | 265,573 | 258,415 | 282,537 | |
| 411.02 | Waste Water Production - Social Security | 16,779 | 18,748 | 21,172 | 19,476 | 22,515 | |
| 411.03 | Waste Water Production - Overtime | 4,520 | 8,061 | 11,180 | 5,770 | 11,766 | |
| 411.04 | Waste Water Production - Group Insurance | 64,749 | 53,628 | 59,628 | 55,644 | 59,811 | |
| 411.05 | Waste Water Production - Retirement | 12,389 | 12,524 | 15,037 | 14,565 | 16,027 | |
| 411.059 | Waste Water Production - Wellness Incentive | - 0 - | - 0 - | - 0 - | - 0 - | 1,890 | |
| 411.31 | Waste Water Production - Sludge Water Tests | 15,316 | 10,870 | 16,000 | 34,411 | 16,000 | |
| 411.36 | Waste Water Produciton - Service Maint Agreements | - 0 - | 689 | 8,700 | - 0 - | - 0 - | |
| 411.42 | Waste Water Production - Dues, Memberships, Training, Mileage | 1,475 | 1,285 | 3,500 | 3,500 | 5,000 | |
| 411.53 | Waste Water Production - Information Technology | 187 | 1,114 | 200 | 189 | 3,600 | LogMeIn/GoToPro $200; Computer Replacements (2) $2,600 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 412.10 | Waste Water Production - Supplies, Freight & Uniforms. | 15,863 | 6,822 | 15,000 | 10,000 | 19,500 | Headsets $4,500 |
| 412.12 | Waste Water Production - Gasoline & Oil | 10,275 | 5,995 | 16,000 | 7,700 | 16,000 | |
| 412.17 | Waste Water Production - Garbage | 416 | 911 | 515 | 495 | 495 | |
| 412.20 | Waste Water Production - Vehicles & Equipment Repairs | 17,718 | 20,779 | 10,000 | 5,000 | 10,000 | |
| 413.08 | Waste Water Production - Engineering/Consulting | 45,568 | 11,896 | 70,125 | 70,125 | 74,554 | City Engineer $44,554; General Engineering $30,000 |
| 413.90 | Waste Water Production - Non-Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 413.01 | Waste Water Adm O & M - Salaries | 136,635 | 142,022 | 164,453 | 164,453 | 171,633 | |
| 413.02 | Waste Water Adm O & M - Social Security | 9,968 | 10,517 | 12,581 | 12,581 | 13,130 | |
| 413.03 | Waste Water Adm O & M- Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 413.04 | Waste Water Adm O & M - Group Insurance | 33,330 | 26,999 | 36,601 | 36,601 | 26,807 | |
| 413.05 | Waste Water Adm O & M - Retirement | 7,623 | 8,388 | 9,868 | 9,868 | 10,298 | |
| 413.059 | Waste Water Adm O & M - Wellness Incentive | - 0 - | - 0 - | - 0 - | - 0 - | 1,440 | |
| 413.06 | Waste Water Adm O & M - Insurance | 43,479 | 54,466 | 65,156 | 57,296 | 63,026 | |
| 413.07 | Waste Water Adm O & M - Audit & Accounting | 3,537 | 3,436 | 3,493 | 3,744 | 4,190 | AMGL $3,627; EMMA Reporting $563 |
| 413.11 | Waste Water Adm O & M - Office Supplies, Postage & Freight. | 9,399 | 8,145 | 11,359 | 8,200 | 10,000 | City Hall Supplies $2,359 |
| 413.36 | Waste Water Adm O & M - Service/Maint Agrmts | 206 | 400 | 325 | 440 | 325 | City Hall/ Muni Bldg Copier $60; Pitney Bowes Meter Rent $135; Pitney Bowes Annual Maint $85; Paper Tiger Shredding $45 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 413.40 | Waste Water Adm O & M - Operational Costs | 9,000 | 9,000 | 9,000 | 9,000 | 12,000 | |
| 413.42 | Waste Water Adm O & M - Dues, Memberships, Training, Mileage | 11,836 | 10,175 | 12,415 | 12,372 | 13,000 | |
| 413.53 | Waste Water Adm O & M - Info Technology | 14,046 | 16,446 | 17,836 | 17,836 | 20,481 | gWorks/SimpleCity $1,366; gWorks/GIS $1,420; BIZCO $9,095; Agenda Mgmt $738; Last Mile $960; City Hall Info Tech $567; Caselle $2,785; Replace Payroll Clerk Computer $1,300; City Hall Firewall Replacement $450; Waste Water Plant Firewall $1,800 |
| 413.58 | Waste Water Adm O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Estimate - Newly Bonded Capital Projects |
| 413.59 | Waste Water Adm O & M - Community Text System | 120 | 148 | 141 | 161 | 693 | |
| 413.60 | Waste Water Adm O & M - Miscellaneous | 2,658 | 3,439 | 5,100 | 4,000 | 4,000 | (3) BNSF Agreements - $2,100; |
| 413.75 | Waste Water Adm O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 413.84 | Waste Water Adm O & M - Geographic Sytem | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 413.861 | Waste Water Adm O & M - Costs Beyond Utility Control | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 413.87 | Waste Water Adm O & M - Technology/Software Licensing | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Coded to 413.53 |
| 413.89 | Waste Water Adm O & M - Franchise Tax | 96,294 | - 0 - | - 0 - | - 0 - | - 0 - | 0% of WWT Revenues - Less Donations & Grants: offset 501.068; Reduced to 0% (FYE 9-30-23) |
| 413.991 | Waste Water Adm O& M - Depreciation Expense | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 413.992 | Waste Water Adm O& M - Amortization Expense | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **957,504** | **829,030** | **1,172,131** | **1,065,712** | **1,203,288** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total Waste Water Operating Expense** | | **957,504** | **829,030** | **1,172,131** | **1,065,712** | **1,203,288** | |
| | | | | | | | |
| 413.50 | Waste Water Capital - Donations/Grants - Security eq. grant | - 0 - | - 0 - | 25,000 | - 0 - | 25,000 | |
| **Total** | | **- 0 -** | **- 0 -** | **25,000** | **- 0 -** | **25,000** | |
| 413.82 | Waste Water - Adm - Fixed Assets | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | **- 0 -** | |
| | | | | | | | |
| **Total Waste Water Administrative Expense** | | **- 0 -** | **- 0 -** | **25,000** | **- 0 -** | **25,000** | |
| | | | | | | | |
| 413.920 | Waste Water - Bond Reserve Expense - Berens and Tate | 4,500 | - 0 - | 3,000 | - 0 - | - 0 - | |
| 413.943 | Waste Water - Debt - Principal | 265,000 | 270,000 | 265,000 | 265,000 | 275,000 | |
| 413.949 | Waste Water - Debt - Bond Interest | 25,258 | 24,463 | 23,518 | 23,518 | 22,193 | |
| **Total** | | **294,758** | **294,463** | **291,518** | **288,518** | **297,193** | |
| | | | | | | | |
| **Total Waste Water Debt Expense** | | **294,758** | **294,463** | **291,518** | **288,518** | **297,193** | |
| | | | | | | | |
| **Total Waste Water Expenses, not Including C.I.P.** | | **1,252,261** | **1,123,492** | **1,488,649** | **1,354,229** | **1,525,480** | |
| | | | | | | | |
| 411.09 | Waste Water Capital - Work-In-Process - C.I.P. - Summary. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 411.80 | Waste Water Fixed Assets - C.I.P. - Summary | 401,894 | 53,402 | 150,000 | 27,000 | 45,000 | GIS Update $45,000 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 411.99 | Waste Water Capital - Construction | 371,331 | 1,495,170 | 19,463,000 | 438,481 | 10,550,993 | Waste Water Treatment Plant/Engineering $9,500,000; South 2nd Seward Upgrades $200,000; Infiltration Study $100,000; Sewer Lining $30,000; WWTP Soil Surcharge $559,600; Worthman Blvd Extension $161,193 |
| 413.85 | Waste Water - Adm Capital - Sinking Fund. | 15,000 | 285,000 | 850,000 | 580,000 | 930,000 | 15% Sewer Capital Charge $595,000 |
| **Total** | | **788,225** | **1,833,572** | **20,463,000** | **1,045,481** | **11,525,993** | |
| | | | | | | | |
| **Total C.I.P. Waste Water Expenses** | | **788,225** | **1,833,572** | **20,463,000** | **1,045,481** | **11,525,993** | |
| | | | | | | | |
| **Total Waste Water Expenses + C.I.P.** | | **2,040,487** | **2,957,064** | **21,951,649** | **2,399,711** | **13,051,473** | |
| | | | | | | | |
| | | | | | | | |
| **Total Waste Water** | | **(97,811)** | **(515,229)** | **72,801** | **648,919** | **9,685,914** | |

| 2024/2025 | | | | | | | Updated 8-29-24 |
|---|---|---|---|---|---|---|---|
| WATER | | * Franchise on all except Donations and Grants | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 301.01 | Water Revenue - Consumer Sales | 2,126,602 | 2,259,906 | 2,000,000 | 2,000,000 | 2,060,000 | 3% Rate Increase |
| 301.029 | Water Revenue - Penalty Charges | 9,541 | 9,891 | 9,500 | 9,500 | 9,000 | |
| 301.03 | Water Revenue - Delinquent Service Chg. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 301.04 | Water Revenue - Misc. Sales & Service | 22,065 | 20,424 | 22,000 | 22,000 | 22,000 | |
| 301.50 | Water Revenue - Donations and Grants | 638,572 | 10,000 | 325,000 | - 0 - | 300,000 | ARPA from Seward Co - $300,000 |
| 301.90 | Water Revenue - Non-Operating | 146,947 | 111,652 | 112,000 | 112,000 | 112,000 | Tower Leases/Land Rent |
| 301.933 | Water Revenue - Non - Operating Interest | 17,782 | 81,017 | 40,000 | 70,000 | 50,000 | |
| 301.934 | Water Revenue - Assmts - Principal | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 301.939 | Water Revenue - Assmts - Interest | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 301.99 | Water Revenue - Construction | - 0 - | - 0 - | 3,000,000 | - 0 - | 5,250,000 | SRF Loan for Water Tower Proceeds for Capital Projects (Offset 311.99) $4,000,000; Bond $1,250,000 |
| **Total** | | **2,961,509** | **2,492,889** | **5,508,500** | **2,213,500** | **7,803,000** | |
| 301.84 | Revenue - Sinking Fund | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | |
| **Total** | | **20,000** | **20,000** | **20,000** | **20,000** | **20,000** | |
| | | | | | | | |
| **Total Water Revenue** | | **2,981,509** | **2,512,889** | **5,528,500** | **2,233,500** | **7,823,000** | |
| | | | | | | | |
| 310.30 | Water Tower - O & M | 534 | 241,785 | 17,000 | 16,000 | 17,000 | |
| 310.31 | Water Wells - O & M | 63,666 | 77,957 | 50,000 | 33,000 | 50,000 | |
| 310.32 | Water Plant O & M - Water Controls | 1,444 | 33,547 | 48,000 | 34,000 | 48,000 | Cla Valves $28,900; PLC $7,300 |
| 311.07 | Water Plant O & M - System Upkeep | 31,377 | 21,652 | 30,000 | 21,000 | 30,000 | |
| 311.10 | Water Plant O & M - Lab Supplies Treatment | 1,100 | 2,446 | 4,000 | 4,000 | 4,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 311.11 | Water Plant O & M - Chemicals Treatment | 19,317 | 28,397 | 22,000 | 22,000 | 28,000 | |
| 311.16 | Water Plant O & M - City Use Utilities | 143,387 | 153,021 | 155,000 | 155,000 | 155,000 | |
| 311.161 | Water Plant O & M - Norris PPD | 10,604 | 13,241 | 15,000 | 15,000 | 15,000 | |
| 311.162 | Water Plant O & M - Telephone | 2,886 | 2,584 | 3,120 | 3,120 | 3,120 | Cell Phone $1,260; Windstream $1,200; US Cellular $300; Time Warner $240 |
| 311.163 | Water Plant O & M - Data Transmission | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 311.17 | Water Plant O & M - Garbage | 416 | 911 | 515 | 515 | 500 | |
| 311.30 | Water Plant O & M - Bldgs./Grounds Upkeep | 10,586 | 2,052 | 11,000 | 3,000 | 11,000 | |
| 311.01 | Water Production - Salaries | 225,425 | 259,739 | 283,526 | 283,526 | 294,706 | |
| 311.02 | Water Production - Social Security | 16,572 | 19,483 | 22,198 | 22,198 | 23,068 | |
| 311.03 | Water Production - Overtime | 9,196 | 11,873 | 6,632 | 6,632 | 6,836 | |
| 311.04 | Water Production - Group Insurance | 82,386 | 82,249 | 92,597 | 92,597 | 94,038 | |
| 311.05 | Water Production - Retirement | 12,432 | 13,423 | 16,085 | 16,085 | 16,757 | |
| 311.059 | Water Product - Wellness Incentive | - 0 - | - 0 - | - 0 - | - 0 - | 1,890 | |
| 311.21 | Water O & M - Repairs & Upkeep | 120,496 | 54,367 | 50,000 | 30,000 | 55,000 | Meter Repair & Purchase |
| 311.219 | Water O & M - Repairs & Upkeep Consumer Service Lines | - 0 - | 2,376 | - 0 - | - 0 - | - 0 - | Combined with 311.21 |
| 311.31 | Water Production - Water Quality Tests | 3,863 | 2,346 | 7,500 | 5,000 | 7,500 | |
| 311.36 | Water Production - Service Maintenance Agreements | 754 | 922 | 8,700 | 8,700 | 8,700 | Metering Software Service $8,100; Annual Drive-By Service $600 |
| 311.42 | Water Production - Dues, Memberships, Training, Mileage | 2,909 | 2,759 | 4,500 | 4,500 | 6,000 | |
| 311.53 | Water Produciton - Information Technology | 187 | 188 | 200 | 200 | 200 | LogMeIn/GoToPro $200 |
| 312.10 | Water Production - Supplies, Freight & Uniforms. | 19,732 | 5,982 | 9,000 | 5,500 | 13,500 | Headsets $4,500 |
| 312.12 | Water Production - Gasoline & Oil | 11,238 | 10,010 | 15,000 | 8,000 | 15,000 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 312.20 | Water Production - Vehicles & Equipment Repairs | 4,441 | 3,374 | 8,000 | 7,000 | 8,000 | |
| 313.08 | Water Production - Engineering/Consulting | 51,459 | 17,496 | 60,125 | 60,125 | 64,554 | City Engineer $44,554; General Engineering $20,000 |
| 313.01 | Water Adm O & M - Salaries | 157,533 | 166,536 | 191,205 | 191,205 | 198,845 | |
| 313.02 | Water Adm O & M - Social Security | 11,565 | 12,493 | 14,628 | 14,628 | 15,212 | |
| 313.03 | Water Adm O & M- Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 313.04 | Water Adm O & M - Group Insurance | 38,277 | 31,963 | 41,942 | 41,942 | 32,353 | |
| 313.05 | Water Adm O & M - Retirement | 8,877 | 9,861 | 11,473 | 11,473 | 11,931 | |
| 313.059 | Water Adm O & M Wellness Incentive | - 0 - | - 0 - | - 0 - | - 0 - | 1,440 | |
| 313.06 | Water Adm O & M - Insurance | 43,763 | 57,184 | 68,418 | 59,518 | 65,470 | |
| 313.07 | Water Adm O & M - Audit & Accounting | 3,207 | 3,117 | 3,167 | 3,391 | 3,787 | AMGL $3,224; EMMA Reporting $563 |
| 313.11 | Water Adm O & M - Office Supplies, Postage & Freight | 8,900 | 11,093 | 13,125 | 13,125 | 14,000 | City Hall Supplies $2,359; Inventory Tags $125 |
| 313.36 | Water Adm O & M - Service/Maint Agrmts | 206 | 400 | 325 | 325 | 370 | City Hall/ Muni Bldg Copier $60; Pitney Bowes Meter Rent $135; Pitney Bowes Annual Maint $85; Paper Tiger Shredding $90 |
| 313.40 | Water Adm O & M - Operational Costs | 9,000 | 9,000 | 9,000 | 9,000 | 12,000 | |
| 313.42 | Water Adm O & M - Dues, Memberships, Training, Mileage | 11,588 | 10,184 | 12,420 | 12,420 | 12,420 | |
| 313.53 | Water Adm O & M - Info Technology | 10,755 | 13,404 | 14,386 | 14,386 | 18,025 | gWorks/SimpleCity $1,737; gWorks/GIS $1,420; BIZCO $6,064; Email Migration/Server $920; Agenda Mgmt $738; City Hall Info Tech $567; Caselle $3,029.11, Replace Utility Billing Clerk Computer $1,300; City Hall Firewall Replacement $450; Water Treatment Plant Firewall $1,800 |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 313.58 | Water Adm O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 313.59 | Water Adm O & M - Community Text System | 120 | 148 | 141 | 161 | 693 | |
| 313.60 | Water Adm O & M - Miscellaneous | 3,190 | 4,052 | 6,750 | 4,500 | 4,500 | Airport ROW Agreement $1,500; BNSF Easement $1,200 |
| 313.75 | Water Adm O & M - Succession Planning | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 313.84 | Water Adm O &M - Geographic Info | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 313.85 | Water Adm O & M - Franchise Tax | 115,670 | 83,548 | 109,175 | 110200 | 112,200 | 5% Total Sales Less Donations & Grants: Offset 501.067 |
| 313.861 | Water Adm O & M - For Costs Beyond Utility Control | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 313.87 | Water Adm O & M - Technology/Software Licensing | - 0 - | 24 | - 0 - | - 0 - | - 0 - | Coded to 313.53 |
| 313.90 | Water Prod Non Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 313.991 | Water Adm O & M - Depreciation Exp. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 313.992 | Water Adm O & M - Amortization Exp. | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **1,269,057** | **1,477,185** | **1,435,853** | **1,342,972** | **1,480,615** | |
| | | | | | | | |
| **Total Water Operating Expense** | | **1,269,057** | **1,477,185** | **1,435,853** | **1,342,972** | **1,480,615** | |
| | | | | | | | |
| 313.86 | Water - Capital Sinking Fund | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | |
| 313.50 | Water Capital - Donations/Grants | - 0 - | - 0 - | 25,000 | - 0 - | - 0 - | Offset 301.50 |
| 313.82 | Water Adm Capital Fixed Assets | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **20,000** | **20,000** | **45,000** | **20,000** | **20,000** | |
| | | | | | | | |
| **Total Water Administrative Expense** | | **20,000** | **20,000** | **45,000** | **20,000** | **20,000** | |
| | | | | | | | |
| 313.936 | Water - Debt - Principal | 290,000 | 295,000 | 325,000 | 325,000 | 330,000 | |
| 313.939 | Water- Debt - Bond Interest | 39,284 | 35,473 | 32,379 | 32,379 | 27,426 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 313.92 | Water Distribution - Bond Reserve Expense - Berens and Tate | - 0 - | - 0 - | 3,000 | - 0 - | - 0 - | |
| **Total** | | **329,284** | **330,473** | **360,379** | **357,379** | **357,426** | |
| | | | | | | | |
| **Total Water Debt Expense** | | **329,284** | **330,473** | **360,379** | **357,379** | **357,426** | |
| | | | | | | | |
| **Total Water Expenses, not Including C.I.P.** | | **1,618,340** | **1,827,658** | **1,841,232** | **1,720,351** | **1,858,041** | |
| | | | | | | | |
| 311.09 | Water Capital - Work-In-Process - C.I.P. AMR Meters. | 24,798 | 5,203 | 27,000 | 27,000 | 27,000 | Inventory Purchases $27,000; |
| 311.80 | Water Fixed Assets Summary | 45,165 | 53,402 | 150,000 | 27,000 | 45,000 | GIS Update $45,000; |
| 313.841 | Water ADM/OM Sinking Fund Exp | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 311.99 | Water Capital - Construction | 724,603 | 1,954,078 | 5,157,423 | 3,498,598 | 5,325,564 | Water Tower $1,971,531; Replace 6th Street Water Main $877,782; 3rd RO Skid Engineering/Design $1,461,291; SCADA Improvements $130,000; E Hillcrest Water Main Ext $150,000; Worthman Blvd Extension $424,960; E Hillcrest-Columbia to Eastridge $50,000; 14" Main Replacement Hwy 15 near Big Blue River $150,000 |
| **Total** | | **794,566** | **2,012,683** | **5,334,423** | **3,552,598** | **5,397,564** | |
| | | | | | | | |
| **Total C.I.P. Water Expenses** | | **794,566** | **2,012,683** | **5,334,423** | **3,552,598** | **5,397,564** | |
| | | | | | | | |
| **Total Water Expenses + C.I.P.** | | **2,412,906** | **3,840,341** | **7,175,655** | **5,272,948** | **7,255,605** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| Total Water | | 568,603 | (1,327,452) | (1,647,155) | (3,039,448) | 567,395 | |

| 2024/2025 | | | | | | | Updated 8-30-24 |
|---|---|---|---|---|---|---|---|
| WELLNESS CENTER | | | | | | | |
| | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/202 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| 671.01 | Wellness - Rev - Memberships | - 0 - | - 0 - | - 0 - | - 0 - | 331,000 | |
| 671.02 | Wellness - Rev - Daily Fees | - 0 - | - 0 - | - 0 - | - 0 - | 6,500 | |
| 671.03 | Wellness - Rev - Building Rentals | - 0 - | - 0 - | - 0 - | - 0 - | 5,000 | |
| 671.04 | Wellness - Rev - Locker Rentals | - 0 - | - 0 - | - 0 - | - 0 - | 500 | |
| 671.05 | Wellness - Rev - Vending | - 0 - | - 0 - | - 0 - | - 0 - | 500 | |
| 671.06 | Wellness - Rev - Fitness Classes | - 0 - | - 0 - | - 0 - | - 0 - | 7,500 | |
| 671.07 | Wellness - Rev - Swim Lessons | - 0 - | - 0 - | - 0 - | - 0 - | 5,000 | |
| 671.08 | Wellness - Rev - Child Watch | - 0 - | - 0 - | - 0 - | - 0 - | 3,000 | |
| 671.09 | Wellness - Rev - Summer Programs | - 0 - | - 0 - | - 0 - | - 0 - | 10,000 | |
| 671.10 | Wellness - Rev - Before & After School Care | - 0 - | - 0 - | - 0 - | - 0 - | 3,000 | |
| 671.11 | Wellness - Rev - Silver Sneakers | - 0 - | - 0 - | - 0 - | - 0 - | 5,000 | |
| 671.12 | Wellness - Rev - Tournaments | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 671.13 | Wellness - Rev - Special Events/Advertising Revenue | - 0 - | - 0 - | - 0 - | 12,440 | 33,000 | |
| 671.50 | Wellness - Rev - Grants | - 0 - | - 0 - | - 0 - | - 0 - | 5,000 | |
| 671.90 | Wellness - Rev - Non-Operating | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| | | | | | | | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **12,440** | **415,000** | |
| | | | | | | | |
| **Total Wellness Center Revenue** | | **- 0 -** | **- 0 -** | **- 0 -** | **12,440** | **415,000** | |
| | | | | | | | |
| 672.01 | Wellness - Salaries | - 0 - | 14,602 | 68,128 | 68,128 | 199,971 | |
| 672.02 | Wellness - Social Security/FICA | - 0 - | 1,030 | 4,976 | 4,976 | 15,298 | |
| 672.03 | Wellness - Overtime | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 672.04 | Wellness - Group Insurance | - 0 - | 5,689 | 29,756 | 16,289 | 71,009 | |
| 672.05 | Wellness - Retirement | - 0 - | - 0 - | 3,000 | 1,802 | 7,540 | |
| 672.06 | Wellness - Insurance | - 0 - | - 0 - | - 0 - | - 0 - | 25,000 | |
| 672.07 | Wellness - Audit & Accounting | - 0 - | - 0 - | - 0 - | - 0 - | 1,000 | |
| 672.08 | Wellness - Engineering/Consulting | - 0 - | 8,950 | - 0 - | 2,500 | 1,500 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/202 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 672.10 | Wellness - O & M Supplies | - 0 - | - 0 - | - 0 - | - 0 - | 13,000 | Staff Shirts |
| 672.11 | Wellness - Office Supplies, Postage & Freight | - 0 - | 3 | - 0 - | - 0 - | 13,000 | Printing & Promo |
| 672.12 | Wellness - Gasoline & Oil | - 0 - | - 0 - | - 0 - | - 0 - | 10,000 | |
| 672.16 | Wellness - City Use Utilities | - 0 - | - 0 - | - 0 - | - 0 - | 37,500 | |
| 672.162 | Wellness - Telephone | - 0 - | - 0 - | - 0 - | 360 | 1,000 | |
| 672.163 | Wellness - Natural Gas | - 0 - | - 0 - | - 0 - | - 0 - | 6,000 | |
| 672.17 | Wellness - Garbage | - 0 - | - 0 - | - 0 - | - 0 - | 1,000 | |
| 672.20 | Wellness - Repairs | - 0 - | - 0 - | - 0 - | - 0 - | 5,000 | |
| 672.30 | Wellness - Grds Upkeep | - 0 - | - 0 - | - 0 - | - 0 - | 1,000 | |
| 672.36 | Wellness - Maintenance Agreements | - 0 - | - 0 - | - 0 - | - 0 - | 1,000 | |
| 672.42 | Wellness - Dues, Memberships, Training, Mileage | - 0 - | - 0 - | - 0 - | - 0 - | 1,100 | |
| 672.53 | Wellness - Information Technology | - 0 - | 1,671 | - 0 - | - 0 - | 1,083 | Caselle $1,083 |
| 672.60 | Wellness - Miscellaneous Summary | - 0 - | 469 | - 0 - | 6,500 | 3,000 | |
| | | | | | | | |
| **Total** | | **- 0 -** | **32,414** | **105,860** | **100,555** | **415,000** | |
| | | | | | | | |
| **Total Wellness Center Operating Expense** | | **- 0 -** | **32,414** | **105,860** | **100,555** | **415,000** | |
| | | | | | | | |
| 672.80 | Fixed Assets | - 0 - | - 0 - | - 0 - | 2,912 | - 0 - | |
| **Total** | | **- 0 -** | **- 0 -** | **- 0 -** | **2,912** | **- 0 -** | |
| | | | | | | | |
| **Total C.I.P. Wellness Center Expenses** | | **- 0 -** | **- 0 -** | **- 0 -** | **2,912** | **- 0 -** | |
| | | | | | | | |
| **Grand Total Wellness Center Expenses** | | **- 0 -** | **32,414** | **105,860** | **103,467** | **415,000** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/202 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| Total Wellness Center | | - 0 - | (32,414) | (105,860) | (91,027) | (0) | |

Updated 4-12-2024

| Administration Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| | | | | | | | | Gen Rev/502.80 |
| | | | | | | | | |
| | | | | | | | | |
| | **Totals** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | |

Updated 5-15-2024

| Building Inspt./Plng. & Zoning Departments | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Vehicle Replacement Item Description | | | | | | | | |
| New Pickup | Planned | | $20,000 | | | | | Gen Rev/629.80/Split with 622.80 & 582.80 |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| Updated Plotter | Planned | | | | | $10,000 | | Gen Rev/629.80/Split with 622.80 & 582.80 |
| Ipads (12 - $400 ea) | Planned | | $4,800 | | | | | Gen Rev/629.80/Split with Plan Comm/Admin |
| | | | | | | | | |
| | **Totals** | **$0** | **$24,800** | **$0** | **$0** | **$10,000** | **$0** | |

Updated 5-14-2024

| Building & Grounds City Hall | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| Capital Projects & Maintenance | Status | 2023 to 2024 | 2024 to 2025 | 2025 to 2026 | 2026 to 2027 | 2027 to 2028 | 2028 to 2029 | |
| | | | | | | | | |
| | | | | | | | | |
| | Totals | $0 | $0 | $0 | $0 | $0 | $0 | |

Updated 4-12-2024

| Capital Improvements Fund | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Wellness Center | Planned | $15,242,000 | | | | | | Gen Rev/722.80 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$15,242,000** | **$0** | **$0** | **$0** | **$0** | **$0** | |

Updated 5-14-2024

| Cemetery Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Asphalt Road at North Cemetery | On-Going | removed | $22,000 | $22,000 | $22,000 | $22,000 | | Gen Rev/565.80 or Perp. Care/562.914 or 562.915 |
| Columbarium | Planned | | | | $70,000 | | | Gen Rev/565.80 |
| Add on to Building | Planned | | | $60,000 | | | | |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| BobCat Mini Excavator | Planned | | $35,600 | | | | | Gen Rev/565.80 |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| Utility Vehicle | Completed | $35,177 | | | | | | Gen Rev/565.80 or Perp. Care/562.912 |
| | | | | | | | | |
| | | | | | | | | |
| | **Totals** | **$35,177** | **$57,600** | **$82,000** | **$92,000** | **$22,000** | **$0** | |

Updated 4-12-2024

| Civic Center Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| ADA Accessibility/Remodel Building Project | In-Progress | $1,467,400 | $733,700 | | | | | Rev/Lang/542.80 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$1,467,400** | **$733,700** | **$0** | **$0** | **$0** | **$0** | |

Updated 5-14-2024

| Engineering | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| | | | | | | | | |
| | | | | | | | | |
| Vehicle Replacement Item Description | | | | | | | | |
| New Pickup | | | $13,000 | | | | | Gen Rev/629.80/Split with 622.80 & 582.80 |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| Updated Plotter | Planned | | | | | $5,000 | | Gen Rev/629.80/Split with 622.80 & 582.80 |
| | | | | | | | | |
| | | | | | | | | |
| | **Totals** | **$0** | **$13,000** | **$0** | **$0** | **$5,000** | **$0** | |

Updated 5-14-2024

| Dowding Pool | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Diving Board Replacement | Completed | ??? | | | | | | 632.80 |
| Bath House Water Heater | Planned | | | | | | | 632.80 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Totals** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | |

Updated 4-12-2024

| Economic Development Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| Capital Projects & Maintenance | Status | 2023 to 2024 | 2024 to 2025 | 2025 to 2026 | 2026 to 2027 | 2027 to 2028 | 2028 to 2029 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | Total | $0 | $0 | $0 | $0 | $0 | $0 | |

Updated 6-17-2024

| Electric Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| EL2301 - East Seward St. 3 phase line Upgrades and Prairie View | In-Progress | $200,000 | $200,000 | 250,000 | | | | Rev/211.09 |
| Work In Progress (Inventory) | Planned | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | Rev/211.09 |
| | | | | | | | | |
| EL2302 - Shop Expansion | In-Progress | $650,000 | | | | | | Rev/211.99 |
| EL 2403 - 12.47kv Conversions and/or Capacity Additions | In-Progress | $8,000 | $1,500,000 | | | | | Bonds/211.99 |
| Replace line from Ash St. Sub to NPPD Sub part of Hwy 15 proj. | Planned | | | | $700,000 | | | Rev/211.99 |
| EL2402 - East Hillcrest Relocate Line | Planned | $41,346 | $300,000 | | | | | Rev/211.99 |
| Walker Substation 10MVA Upgrade | Planned | | $2,100,000 | | | | | Bonds/211.99 |
| New East Substation 10MVA | Planned | | | $2,500,000 | | | | Rev/211.99 |
| | | | | | | | | |
| EL2202 - GIS Full Update | In-Progress | $28,780 | $45,000 | | | | | Split/211.80/311.80/411.80/ 522.80 |
| EL2305 - Ash Street Scada System | Completed | $25,341 | | | | | | Rev/211.80 |
| EL2203 - New AMI System | Completed | $179,211 | | | | | | Rev/211.80 |
| Walker Sub Scada System | Planned | | $35,000 | | | | | Rev/211.80 |
| Alley Underground Project/Retaining Wall | In-Progress | $29,113 | $253,000 | | | | | Rev/211.80 |
| Replace Reclosure & Controls - Annex/345 | Planned | | $28,500 | | | | | Rev/211.80 |
| | | | | | | | | |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| Dump Truck | Planned | | | | $90,000 | | | Rev/211.80 |
| Replace Pickup #104 | Completed | $82,618 | | | | | | Rev/211.80 |
| Replace Pickup #130 | Completed | $45,155 | | | | | | Rev/211.80 |
| Replace Bucket Truck #106 (ordered) | Planned | | $348,390 | | | | | Rev/211.80 |
| Replace Digger Truck #107 (ordered) | Planned | | | | $410,000 | | | Rev/211.80 |
| Replace Bucket Truck #105 (ordered) | Planned | | | | $420,000 | | | Rev/211.80 |
| Chipper Truck | Planned | | | 90,000 | | | | Rev/211.80 |
| Replace Pickup #102 | Completed | $67,644 | | | | | | Rev/211.80 |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| Trencher | Planned | | $205,000 | | | | | Rev/211.80 |
| Grounds Mower Replacement | Moved | | | $16,000 | | | | Rev/211.80 |
| Vac Trailer | Completed | $118,373 | | | | | | Rev/211.80 |
| Self-Loading Reel Trailer | Moved | | $30,000 | | | | | Rev/211.80 |
| Fork Lift | Planned | | $35,000 | | | | | Rev/211.80 |
| Blind Alley Mini Bucket | Planned | | | | | | $300,000 | Rev/211.80 |
| Bobcat Forks/Bucket | Planned | | $8,000 | | | | | Rev/211.80 |
| Von Sectionalizer | Planned | | $12,000 | | | | | Rev/211.80 |
| | | | | | | | | |
| | **Total** | **$1,575,581** | **$5,199,890** | **$2,956,000** | **$1,720,000** | **$100,000** | **$400,000** | |

Updated 5-16-2024

| Fire Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Design/Planning North Property | In-Progress | $15,000 | $25,000 | | | | | Gen Rev/602.80 |
| North Building & Fire Hall Construction/Bays | Moved | | | $525,000 | | | | Gen Rev/Donations/602.80 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| Ladder Unit #31 | Planned | | | | $1,500,000 | | | Sinking Fund/Grant/603.00 |
| Rescue Squad #99 | Planned | | $325,000 | | | | | Sinking Fund/Grant $75,000/603.00/Gen Rev/602.80 $250,000 |
| Replace Engine #33 | Planned | | | $550,000 | | | | Sinking Fund/Grant/603.00 |
| Replace Tanker Unit #41 | Planned | | | | | $250,000 | | Sinking Fund/Grant/603.00 |
| Replace Tanker Unit #42 (Lease-Purchase) | Moved | $35,000 | $35,000 | $35,000 | $35,000 | $35,000 | | Gen Rev/Mutual Aide $100,000 Sinking Fund/603.00/602.80 |
| Upgrade Rescue Squad #99 - Stryker Cot Lift | Completed | $26,968 | | | | | | Gen Rev/602.80 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$76,968** | **$385,000** | **$1,110,000** | **$1,535,000** | **$285,000** | **$0** | |

Updated 5-14-2024

| Golf Course | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Clubhouse Addition/Simulator | Moved | | | | | $215,000 | | Gen Rev/569.80 |
| Pond - Hole #4 | Moved | | | $50,000 | | | | Gen Rev/569.80 |
| Pave Parking Lot | Planned | | | | $254,000 | | | Gen Rev/569.80 |
| Pond - Hole #5 | Planned | | $40,000 | | | | | Gen Rev/569.80 |
| New Flooring in Clubhouse | Planned | | $11,761 | | | | | Gen Rev/569.80 |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| Rough Mower (Tri-Max) & Tractor | Completed | $13,645 | | | | | | Gen Rev/569.80 |
| Fairway Mower | Lease/Purchase | $9,980 | $9,980 | | | | | Gen Rev/569.80 |
| Toro Greens Mower (Lease-Purchase) | Lease/Purchase | | $13,742 | $13,742 | $13,742 | $13,742 | $13,742 | Gen Rev/569.80 |
| Cup Cutter | Planned | | $2,000 | | | | | |
| | | | | | | | | |
| | **Total** | **$23,625** | **$77,483** | **$63,742** | **$267,742** | **$228,742** | **$13,742** | |

Updated 4-12-2024

| Levee Accreditation | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Levee Accreditation/Pump House Reconstruction | On-going | $195,000 | ??? | | | | | Gen Rev/NEMA Grant/NRD Grant/538.80 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$195,000** | **$0** | **$0** | **$0** | **$0** | **$0** | |

Updated 5-13-2024

| Library Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| West Entrance Upgrade | Moved | | | $13,000 | | | | Grant/Donation Rev/552.80 |
| Lower Level Technology Upgrade | Completed | $25,000 | | | | | | Grant/Donation Rev/552.80 |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$25,000** | **$0** | **$13,000** | **$0** | **$0** | **$0** | |

Updated 5-14-2024

| Public Properties/Parks Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Replace Plum Creek Park Playground | Planned | | | $120,000 | | | | Gen Rev/562.80 |
| Bandshell Sunshade | Planned | | | | | $220,000 | | Gen Rev/562.80 |
| Replace Moffit Park Playground | Planned | | | | $100,000 | | | Gen Rev/562.80 |
| PP2302 - Archery Range | Completed | $4,000 | | | | | | Gen Rev/562.80 |
| 4-Plex Concrete (Field 1 & 4) | Planned | | $17,500 | | | | | Gen Rev/562.80 |
| 4-Plex Concrete (Field 2 & 3) | Planned | | | $18,000 | | | | Gen Rev/562.80 |
| | | | | | | | | |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| Replace Pickup | Planned | | | $45,000 | | | | Gen Rev/562.80 |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| Replace John Deere 1445 | Planned | | $35,000 | | | | | Gen Rev/562.80 |
| Replace John Deere 1445 | Planned | | | $35,000 | | | | Gen Rev/562.80 |
| Push Mower | Planned | | $2,000 | | | | | Gen Rev/562.80 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$4,000** | **$54,500** | **$218,000** | **$100,000** | **$220,000** | **$0** | |

Updated 5-14-2024

| Recreation Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Sports Complex Soccer/Training Facility Restrooms | Planned | | | | $50,000 | | | Gen Rev/642.80 |
| Legion Field - 2 Sets of Bleachers | Planned | | | $30,000 | | | | Gen Rev/642.80 |
| West Field - Bleachers | Planned | | $27,000 | | | | | Gen Rev/642.80 |
| New Concession Stand (Legion Field) | Planned | | | $20,000 | | | | Gen Rev/642.80 |
| Backstop Net (Legion Field) | Completed | $11,900 | | | | | | Gen Rev/642.80 |
| Plum Creek Concession/Restroom Addition | Planned | | | $197,000 | | | | Gen Rev/642.80 |
| Recrown East Field 1, 2, 3 (waiting on Legion, 4 & West turf) | Planned | | $30,000 | $30,000 | $30,000 | $30,000 | | Gen Rev/642.30 |
| Turf Project - Legion, West & Field 4 | ??? | | ??? | | | | | Gen Rev/642.80 |
| East Field Scoreboard Replacement (Optimist donation) | Planned | | ??? | | | | | Gen Rev/642.80 |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$11,900** | **$57,000** | **$277,000** | **$80,000** | **$30,000** | **$0** | |

Updated 5-14-2024

| Recycling Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| | | | | | | | | Gen Rev/662.80 |
| | | | | | | | | |
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| **Equipment Purchases Item Description** | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | |

Updated 5-14-2024

| Police Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Storage Shed | Planned | | $15,000 | | | | | Gen Rev/ 512.80 |
| Locker Room | Removed | | | | | | | Gen Rev/ 512.80 |
| Building Exterior Renovations | Planned | | $5,400 | $12,500 | | | | Gen Rev/ 512.80 |
| Windows | Planned | | $5,000 | | | | | Gen Rev/ 512.80 |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| Purchase Patrol Vehicle #3 | Comp/Plan | $50,788 | | | | | $55,000 | Gen Rev/ 512.80 |
| Purchase Patrol Vehicle #2 | Planned | | | | | $55,000 | | Gen Rev/ 512.80 |
| Purchase Patrol Vehicle #5 | Planned | | $55,000 | | | | | Gen Rev/ 512.80 |
| Purchase Patrol Vehicle #4 | Planned | | | $55,000 | | | | Gen Rev/ 512.80 |
| Purchase Patrol Vehicle #1 | Planned | | | | $55,000 | | | Gen Rev/ 512.80 |
| CSO Vehicle | Planned | | $20,000 | | | | | Gen Rev/ 512.80 |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| Replace 2 Police Bikes | Completed | $1,604 | | | | | | Gen Rev/511.50 |
| Digital Phone System | Completed | $7,127 | | | | | | Gen Rev/512.80 |
| Replace 13 Tasers (5 Yr Financing) | Planned | | $11,900 | $11,900 | $11,900 | $11,900 | $11,900 | Gen Rev/512.80 |
| Radar Unit Upgrades | Planned | | $5,000 | | | | | Gen Rev/512.80 |
| Replace 15 Hand Guns | Planned | | | | | | $8,000 | Gen Rev/512.80 |
| MDT Computers (2 per year) | Ongoing | $5,927 | | $8,000 | | | | Gen Rev/512.80 |
| Video Camera Upgrades (13 bodycams, 5 in-car) | Planned | | $58,000 | | | | | Gen Rev/512.80 |
| Replace Shotguns | Planned | | | $5,000 | | | | Gen Rev/512.80 |
| | | | | | | | | |
| | **Total** | **$65,446** | **$175,300** | **$92,400** | **$66,900** | **$66,900** | **$74,900** | |

Updated 4-12-2024

| Rail Site Development | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Industrial Park Development Engineering | On-going | ??? | $20,000 | | | | | Gen Rev/526.28 |
| | | | | | | | | |
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| | | | | | | | | |
| | **Total** | **$0** | **$20,000** | **$0** | **$0** | **$0** | **$0** | |

Updated 5-16-2024

| Senior Center/Shuttle | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Commons Area Flooring | Planned | | $70,000 | | | | | Grant/ Gen Rev/502.50 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
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| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Totals** | **$0** | **$70,000** | **$0** | **$0** | **$0** | **$0** | |

Updated 5-14-2024

| Street Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Funding Source |
|---|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | **2029 to 2030** | |
| ST2301 - ADA Sidewalk Repair/Replace | Planned | $2,378 | $60,000 | $10,000 | $10,000 | $10,000 | $10,000 | | Gen Rev/522.52 |
| ST2302 - Annual Street Repairs | Planned | $85,621 | $70,000 | $70,000 | $80,000 | $80,000 | $80,000 | | Gen Rev/522.52 |
| ST2201 - Pave East Seward St - City Limit to STH 34 | Completed | $500,092 | $10,704 | | | | | | Gen Rev/522.52/Grant |
| ST2202 - Karol Kay Box Culvert near Plum Creek Par | Completed | $74,584 | | | | | | | Gen Rev/522.52 |
| ST2203 - Storm Sewer & Pave - Park Ave from 6th t | Completed | $1,298,606 | $480,192 | | | | | | Gen Rev/522.52 |
| ST2204 - Storm Sewer & Pave - Bradford from 6th t | Completed | $704,086 | $474,563 | | | | | | Gen Rev/522.52 |
| ST2205 - Pave. E. Hillcrest Dr 175 ft. E of Eastridge t | In-progress | $24,540 | $1,343,285 | | | | | | Gen Rev/522.52 |
| ST2206 - Pave Pinewood Ave - Meadow Ln to Hwy 1 | In-progress | | | ??? | | | | | Gen Rev/522.52 |
| ST2303 - Concrete Channel Elem School to Rainbov | Moved | | | ??? | | | | | Gen Rev/522.52 |
| ST2304 - Rail Campus Sewer/Drainage | Planned | | | | | | | | Gen Rev/522.52 |
| ST2306 - Plum Creek Stabilization | Moved | | | | | | | | Gen Rev/522.52 |
| ST2307 - Resurface & Storm Sewer - Lindell and Jac | Planned | | 180000 | $500,000 | | | | | Gen Rev/522.52 |
| ST2308 - Izaak Walton & Hwy 15 | Completed | $1,051,106 | | | | | | | Gen Rev/522.52 |
| ST2401 - Pave Hwy 15 (6th St) Ash St to City Limits | Planned | | $80,000 | | | | | | Gen Rev/522.52 |
| ST2402 - Seward Street - 4th to 5th St | Planned | | | $400,000 | | | | | Gen Rev/522.52 |
| ST2403 - Plum Creek Trail re-route | Moved | | $15,000 | | | | | | Gen Rev/522.52 |
| ST2404 - Worthman Blvd Extension | In-progress | $86,948 | $2,732,910 | | | | | | Gen Rev/Grants/522.52 |
| ST2405 - Bradford, 5th to 6th; Roberts, 5th to 6th | Planned | $16,345 | $74,822 | | | | | | Gen Rev/522.52 |
| ST2406 - Pinewood Detention Basin | Planned | | | $200,000 | | | | | Gen Rev/522.52 |
| Overlay - Roberts St - Columbia to 5th | Moved | | | $600,000 | | | | | Gen Rev/522.52 |
| Reconstruct & Storm Sewer - E Seward - 4th to 5th | Planned | | | $200,000 | | | | | Gen Rev/522.52 |
| Storm Sewer & Pave - Bradford & Roberts - 5th to 6 | Planned | | | $252,365 | | | | | Gen Rev/522.52 |
| Pave Hwy 15 - Ash to City Limit | Planned | | | $300,000 | | | | | Gen Rev/522.52 |
| Storm Sewer between 12th & 13th | Planned | | | $100,000 | | | | | Gen Rev/522.52 |
| Pave Columbia Ave - City Limit to Depot St | Planned | | | $30,000 | | | | | Gen Rev/522.52 |
| Hiker/Biker Trail Grant Project | Planned | | | $400,000 | | | | | NDOR/Gen Rev/NRD 522.52 |
| Pave E Seward - Columbia Ave to Lindell Ave | Planned | | | $500,000 | | | | | Gen Rev/522.52 |
| Pinewood & Hwy 15 Drainage | Planned | | | $400,000 | | | | | Gen Rev/522.52 |
| Storm Sewer - W Hillcrest from 8th to Ironwood & 8 | Planned | | | | $509,000 | | | | Gen Rev/522.52 |
| Overlay Ash Street - Columbia Ave to Hwy 15 | Planned | | | | $400,000 | | | | Gen Rev/522.52 |
| Pave South St - Oak to Big Blue Bridge | Planned | | | | $30,000 | | | | Gen Rev/522.52 |
| Pave Park Ave. between 11th & 12th Streets | Moved | | | | | $385,000 | | | Gen Rev/522.52 |
| Pave E Hillcrest Dr - Hwy 15 to Eastridge | Planned | | $185,000 | | | $1,500,000 | | | Gen Rev/522.52 |
| Plum Creek Park Detention Basin | Planned | | | | | $300,000 | | | Gen Rev/522.52 |
| Bluff Rd - Plum Creek Bridge to 252nd St | Planned | | | | | $2,925,000 | | | Gen Rev/522.52 |
| Overlay S 3rd St - Ash to Bradford | Planned | | | | | $400,000 | | | Gen Rev/522.52 |
| Pave Prairie Flower Rd - E. Seward to Bluff | Planned | | | | | | $5,060,000 | | Gen Rev/522.52 |
| Cedar Street Detention Basin | Planned | | | | | | $85,000 | | Gen Rev/522.52 |
| Drainage Basin Improvements ( Northeast) | Planned | | | | | | $400,000 | | Gen Rev/522.52 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Pave 252nd St - Hwy 34 to Bluff Rd | Planned | | | | | | $2,274,000 | | Gen Rev/522.52 |
| Cemetery Detention | Planned | | | | | | $300,000 | | Gen Rev/522.52 |
| Traffic Signal - Hwy 15 at Worthman - Rail Campus | Planned | | | | | | $400,000 | | Gen Rev/522.52 |
| Hwy 15 - Bridge Widening & Turn Lanes (Rail Camp | Planned | | | | | | $1,500,000 | | Gen Rev/522.52 |
| Pave Worthman Blvd - Pine to CTH 294 | Planned | | | | | | $900,000 | | Gen Rev/522.52 |
| Pave Spruce St - Progressive Rd to Pine St | Planned | | | | | | $30,000 | | Gen Rev/522.52 |
| Pave Pine St - Birch St to Spruce St | Planned | | | | | | $85,000 | | Gen Rev/522.52 |
| Pave Pine St - Spruce St to Walnut | Planned | | | | | | $85,000 | | Gen Rev/522.52 |
| Pave Pine St - Walnut St to Cottonwood St | Planned | | | | | | $85,000 | | Gen Rev/522.52 |
| Pave Walnut St - Progressive Rd to Pine St | Planned | | | | | | $70,000 | | Gen Rev/522.52 |
| Hwy 15 Bridge across Big Blue River | Planned | | | | | | $6,000,000 | | Grant/Bond/Gen Rev/522.52 |
| Storm Sewer - Elm St from 2nd to 3rd | Planned | | | | | | $200,000 | | Gen Rev/522.52 |
| Drainage Basin Improvements ( Southwest) | Planned | | | | | | $200,000 | | Gen Rev/522.52 |
| Bluff Rd Bridge at Plum Creek Reconstruction | Removed | | | | | | | | Gen Rev/522.52 |
| | | | | | | | | | |
| ST2207 - GIS Full Update | In-Progress | $26,130 | $45,000 | | | | | | Split/211.80/311.80/411.80/ 522.80 |
| Building Upgrade or Replacement | Planned | | | $500,000 | | | | | Gen Rev/522.80 |
| | | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | | |
| Replace 1999 Dump Truck | Completed | $197,000 | | | | | | | Gen Rev/522.80 |
| R.O.W. Mower | Completed | $26,452 | | | | | | | Gen Rev/522.80 |
| Pickup Replacement | Planned | | $55,000 | | | | | | Gen Rev/522.80 |
| | | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | | |
| Case 621T Payloader Lease/Purchase (New) | Loan | $24,245 | $24,245 | | | | | | Gen Rev/522.80 |
| Skid Steer Upgrade (Trade-In) | Planned | | $20,000 | | | | | | Gen Rev/522.80 |
| Heat Tank (Hot Box) | Completed | $13,326 | | | | | | | Gen Rev/522.80 |
| Concrete Breaker (Skid Steer) | Completed | $7,900 | | | | | | | Gen Rev/522.80 |
| Head Set Communication System | Completed | $4,981 | | | | | | | Gen Rev/522.80 |
| Flail Mower (Bobcat Attachment) | Planned | | | $11,500 | | | | | Gen Rev/522.80 |
| Side by Side | Planned | | $10,000 | | | | | | Gen Rev/522.80 |
| Tool Room Renovation Bench Lockers | Planned | | $17,000 | | | | | | Gen Rev/522.80 |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| | **Total** | **$4,144,340** | **$5,877,721** | **$4,473,865** | **$1,029,000** | **$5,600,000** | **$17,764,000** | **$0** | |

Updated 5-16-2024

| Waste Water Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| SW2201 - Waste Water Treatment Plant (Incl. | In-Progress | $337,545 | 9,500,000 | 19,000,000 | $9,000,000 | | | Bonded/411.99 |
| SW2301 E Seward/Hwy 34 San Sewer Ext | Completed | $27,628 | | | | | | |
| SW2401 South 2nd Street Sewer Upgrades | Moved | | $200,000 | | | | | Rev/411.99 |
| SW2402 Infiltration Study | Planned | | $100,000 | $100,000 | $100,000 | | | Rev/411.99 |
| SW2403 Sewer Lining | Planned | | $30,000 | $30,000 | $30,000 | $30,000 | $30,000 | Rev/411.99 |
| SW2404 Bradford 6th to 10th | Completed | $73,309 | | | | | | |
| SW2501 WWTP Soil Surcharge | Planned | | $559,600 | | | | | |
| SW2502 Worthman Blvd Extension | Planned | | $161,193 | | | | | |
| South Highway 15 Sewer Upgrades | Moved | | | | $333,000 | | | Rev/411.99 |
| Sanitary Sewer Extension to Prairie Flower | Planned | | | | $490,000 | $490,000 | | Rev/411.99 |
| Izaak Walton Sewer Upgrades | Moved | | | $333,000 | | | | Rev/411.99 |
| SW2202 - GIS Full Update | In-Progress | ??? | | | | | | Split/211.80/311.80/411.80/ 522.80 |
| **Vehicle Replacement Item Description** | | | | | | | | |
| Replace Utility Truck #4 | Planned | | | $22,000 | | | | Split/311.80/411.80 |
| **Equipment Purchases Item Description** | | | | | | | | |
| End Loader | Planned | | | | $300,000 | | | Rev/411.80 |
| Dump Truck | Planned | | | | $200,000 | | | Rev/411.80 |
| | | | | | | | | |
| | **Total** | **$438,481** | **$10,550,793** | **$19,485,000** | **$10,453,000** | **$520,000** | **$30,000** | |

Updated 5-16-2024

| Water Department | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| Inventory Purchases | Planned | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 | | Rev/311.09 |
| WA2202 - New Water Tower (engineering/construction) | In-Progress | $1,378,575 | $1,971,531 | | | | | Rev/Grant/311.99 |
| WA2302 East Seward St Water Main Extension | Completed | $58,622 | | | | | | |
| WA2301 - 14" Main Replacement Hwy 15 near Big Blue River | Moved | | $150,000 | 1,284,475.00 | | | | Rev/311.99 |
| WA2303 - Replace 6th St Main - Ash to Lincoln part of Hwy 15 Projec | Completed | $1,799,271 | $877,782 | | | | | Rev/311.99 |
| WA2306 - Bradford Water Main Loop (4) | Completed | $108,942 | | | | | | Rev/311.99 |
| WA2401 - Install 3rd RO Skid | In-Progress | $148,703 | $1,461,291 | | | | | Rev/311.99 |
| WA2402 - E. Hillcrest Water Main Extension | Planned | | $150,000 | | | | | Rev/311.99 |
| WA2403 - Worthman Blvd Extension | Planned | | $424,960 | | | | | Rev/311.99 |
| WA2404 - SCADA Improvements | In-Progress | $4,485 | 240,000.00 | | | | | Rev/311.99 |
| WA2501 Walker to Worthman Loop | Planned | | | 150,000.00 | | | | |
| WA2502 RO Plant Expansion Sutdy | Planned | | | 250,000.00 | | | | |
| WA2503 East Hillcrest - Columbia to Eastridge | Planned | | 50,000.00 | | | | | |
| Fairlane Ave. (Hillcrest to Bek) Main Replacement | Moved | | | $134,000 | | | | Rev/311.99 |
| 2nd and Pearl Main Replacment Project | Moved | | | $96,000 | | | | Rev/311.99 |
| 3rd Street (Moffitt to Cedar, east to 2nd) Main Replacement | Moved | | | $134,000 | | | | Rev/311.99 |
| Tie in E Seward DE to Ridge Run DE | Moved | | | $24,000 | | | | Rev/311.99 |
| Elm Street (7th to 14th) Main Replacement | Planned | | | $600,000 | | | | Rev/311.99 |
| Hillcrest (5th to Sunrise) Main Replacement | Moved | | | $60,000 | $650,000 | | | Rev/311.99 |
| 3rd Street (Main to Moffitt) Main Replacement | Moved | | | | $205,000 | | | Rev/311.99 |
| RO Membrane Replacement | Moved | | | | | | $200,000 | Rev/311.99 |
| 5th Street (Moffitt to Hillcrest); Lincoln (5th to 6th) Main Rep. | Moved | | | | $240,000 | | | Rev/311.99 |
| WA2203 - GIS Full Update | In-Progress | $27,000 | 45,000 | | | | | Split/211.80/311.80/411.80/ 522.80 |
| **Vehicle Replacement Item Description** | | | | | | | | |
| Replace Utility Truck #4 | Moved | | | $22,000 | | | | Split/311.80/411.80 |
| | | | | | | | | |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | **Total** | **$3,552,598** | **$5,397,564** | **$2,781,475** | **$1,122,000** | **$27,000** | **$200,000** | |

Updated 4-12-2024

| Wellness Center | Budget | Past Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Funding Source |
|---|---|---|---|---|---|---|---|---|
| **Capital Projects & Maintenance** | **Status** | **2023 to 2024** | **2024 to 2025** | **2025 to 2026** | **2026 to 2027** | **2027 to 2028** | **2028 to 2029** | |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | |
| **Vehicle Replacement Item Description** | | | | | | | | |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | |
| **Equipment Purchases Item Description** | | | | | | | | |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | Gen Rev/672.80 |
| | | | | | | | | |
| | **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | |

A. Discussion with the Airport Authority Regarding Levy Request

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

Marvin Siefert
Chairman

July 8, 2024

Minute Record

The regular meeting of the Seward Airport Authority was held on Monday June 10, 2024 at 5:30 p.m. The meeting was held at the Seward Airport Authority Terminal Building, 1251 - 280th Road, Seward, Nebraska. Members present: Erich Helge, Ken Norseen, Marv Siefert, Alan Weigle and Derek Whisler. Also, in attendance were Airport Managers Greg & Terri Whisler.

AGENDA

NOTIFICATION OF OPEN MEETINGS ACT

Notice of the meeting was given in advance thereof by posting in the following places: Seward Airport North Maintenance hangar and Seward Airport Terminal. Availability of the agenda was communicated in the advance notice of the meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE
Chairman Marv Siefert announced that a copy of the agenda for this meeting is posted at the Seward Airport North Maintenance Hangar and Seward Airport Terminal and that copies are available at the meeting for anyone from the public. A copy of the Open Meetings Act is also posted in the meeting room for public inspection.

1.0 REPORT FROM MANAGER ON AIRPORT OPERATIONS AND CORRESPONDENCE
May fuel sales pump readings were given: 100 LL: 453,076 and Jet A: 23,710 which represent a sale of 1528 gallons of 100 LL and 125 gallons of Jet A.

Greg shared that the new windsock assemblies have been installed, a water leak repaired in the Barr hangar by Henningson Construction, riding mower and tractor preventative maintenance completed, metal border installed in hangar B-1 to keep rodents out and a quote received and reviewed from Lee's Refrigeration for a mini-split unit in the North Maintenance hangar office.

Terri spoke of the need to purchase Windows 11 Pro for transferring of data from the FuelMaster System to the desktop computers.

The Seward Airport hosted a successful Midwest Aerobatic Championships June 13-16.

July 8, 2024

Greg, Erich and Derek have registered for the Four States FAA Conference to be held August 21-23 in Kansas City.

## 2.0 F-ROW T-HANGAR DESIGN

Greg gave a report of the pre-construction meeting held with the FAA, Olsson and construction contractor and sub-contractor representatives.

## 3.0 BUDGET

There was no change to the budget. Continued discussion will be held at the August monthly meeting.

## 4.0 REQUEST FOR LEVY ALLOCATIONS

Marv Siefert named and read Resolution 2425 stating that 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 fee levy allocation for fiscal year 2024-2025 for the Airport is $0.0350 per $100 of property value.

Erich Helge motioned, seconded by Derek Whisler, to approve Resolution 2425. All members present voted aye.

## 5.0 CAPITAL IMPROVEMENT COMMITTEE

The board reviewed a complete list of airport improvements as presented by Airport Manager Greg Whisler.

## 6.0 CONSENT AGENDA

Derek Whisler moved, seconded by Ken Norseen, to approve the following consent items.

a. Approval of minutes from last meeting

b. Claims

c. Review of fuel pump reading

d. Review of Monthly Treasurer's Report

All members present voted aye.

Meeting adjourned at 6:57 P.M.

I, Alan Weigle, Secretary of the Seward Airport Authority of the City of Seward, Nebraska hereby certify that the above is a true and correct copy of the minutes from the July 8, 2024 meeting.

| 2024/2025 | | | | | Updated 5-15-2024 | | |
|---|---|---|---|---|---|---|---|
| AIRPORT | | | | | | | |
| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
| Airport Operating Revenue | | | | | | | |
| 200.02 | Revenue - Prop Tax less Comm | 140,686 | 151,952 | 177,825 | 177,825 | 243,830 | $720,938,042/100*0.035/1.01 (County Treas Commission); Less Homestead Ex $6,000; |
| 200.03 | Revenue - Interest on Taxes | 214 | 292 | 225 | 225 | 225 | |
| 200.04 | Revenue - Homestead Exempt | 5,597 | 5,603 | 6,000 | 8,552 | 6,000 | |
| 200.05 | Revenue - Motor Vehicle Pro Rate | 394 | 438 | 300 | 457 | 400 | |
| 202.01 | Revenue - A1 - Hangar - G. Luebbe | 1,020 | 1,105 | 1,020 | 1,020 | 1,040 | |
| 202.05 | Revenue - A2 - Hangar - G. Hackbart | 1,105 | 1,105 | 1,020 | 1,020 | 1,140 | |
| 202.02 | Revenue - A3 - Hanger - Monte Obritsch | 1,020 | 935 | 1,020 | 1,020 | 1,040 | |
| 202.06 | Revenue - A4 - Hanger - Dan Williams | 530 | 170 | 1,020 | 1,020 | 1,140 | |
| 202.192 | Revenue - A5 - Hangar - J. Campbell | 1,020 | 1,105 | 1,020 | 1,020 | 1,140 | |
| 202.07 | Revenue - A6 - Hanger - Tri-Lambs | 1,020 | 1,020 | 1,020 | 1,020 | 1,140 | |
| 202.04 | Revenue - A7 - Hanger - Whisler | 1,020 | 1,145 | 1,020 | 1,020 | 1,140 | |
| 202.08 | Revenue - A8 - Hanger - D. Luebbe | 1,020 | 1,105 | 1,020 | 2,155 | 1,140 | |
| 202.900 | Revenue - B1 - Hangar - Steve Bartels | 4,080 | 7,200 | 4,800 | 6,000 | 6,000 | |
| 202.100 | Revenue - B2 - Hangar - A. Malousek | 4,080 | 4,400 | 4,800 | 4,800 | 5,400 | |
| 202.180 | Revenue - C1 - Hangar - M. Ellison | 1,520 | 1,235 | 1,140 | 1,140 | 1,320 | |
| 202.193 | Revenue - C2 - Hangar - M. Schneider | 1,140 | 1,235 | 1,140 | 1,140 | 1,320 | |
| 202.170 | Revenue - C3 - Hangar - A. Malousek | 1,140 | 1,045 | 1,140 | 1,140 | 1,320 | |
| 202.120 | Revenue - C4 - Hangar - HJ Brunk | 1,140 | 1,235 | 1,140 | 1,140 | 1,320 | |
| 202.160 | Revenue - C5 - Hangar - Olivia Hughes | 1,140 | 665 | 1,140 | 475 | 1,320 | |
| 202.130 | Revenue - C6 - Hangar - Open | 1,000 | 2,420 | 1,140 | 1,140 | 1,320 | |
| 202.150 | Revenue - C7 - Hangar - CMK Aerial/C. Ostrander | 1,045 | 1,235 | 1,140 | 1,140 | 1,320 | |
| 202.195 | Revenue - C8 - Hangar - L. Wissmann | 950 | 1,295 | 1,140 | 1,140 | 1,320 | |
| 202.196 | Revenue - C9 - Hanger - T. Dalton | 1,415 | 1,320 | 1,320 | 1,320 | 1,320 | |
| 202.197 | Revenue - C10 - Hanger- G. Muhle | 1,320 | 1,430 | 1,320 | 1,320 | 1,320 | |
| 202.198 | Revenue - C11 - Hanger - Stevenson/Dalton | 1,215 | 135 | 1,620 | 1,620 | 1,620 | |
| 202.199 | Revenue - C12 - Hanger - K. Norseen | 1,810 | 1,950 | 1,800 | 1,800 | 1,800 | |
| 202.190 | Revenue - D1 - Hangar - Transient Hangar | 1,140 | 1,235 | 1,140 | 1,140 | - 0 - | |
| 202.191 | Revenue - D2 - Hangar - P. Snyder | 1,140 | 1,235 | 1,140 | 1,140 | 1,320 | |
| 202.110 | Revenue - D3 - Hangar - Nathan Reed | 1,495 | 970 | 1,140 | - 0 - | 1,320 | |
| 202.03 | Revenue - D4 - Hanger - R. McConnell | 1,140 | 1,235 | 1,140 | 1,140 | 1,320 | |
| 202.194 | Revenue - D5 - Hangar - L. Barry | 1,000 | 2,235 | 1,140 | 1,000 | 1,320 | |
| 202.140 | Revenue - D6 - Hangar - N. Klenke | 665 | 1,045 | 1,140 | 1,140 | 1,320 | |
| 202.201 | Revenue - D7 - Hanger - J. Link | 1,210 | 1,430 | 1,320 | 1,320 | 1,320 | |
| 202.202 | Revenue - D8 - Hanger - Kramer/Locke | 1,320 | 990 | 1,320 | 550 | 1,320 | |
| 202.203 | Revenue - D9 - Hanger - R. Jamison | 1,320 | 1,540 | 1,320 | 1,100 | 1,320 | |
| 202.204 | Revenue - D10 - Hanger - WERR Aviation | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | |
| 202.205 | Revenue - D11 - Hanger - L Jungemann | 1,620 | 1,350 | 1,620 | 1,620 | 1,620 | |
| 202.206 | Revenue - D12 - Hanger - D. Whisler | 1,800 | 150 | 1,800 | 1,800 | 1,800 | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 202.301 | Revenue - E01 - Hanger - G. & T. Whisler | 1,800 | 1,800 | 1,800 | 1,770 | 1,800 | |
| 202.302 | Revenue - E02 - Hanger - A Weigle | 1,645 | 1,860 | 1,800 | 1,800 | 1,800 | |
| 202.303 | Revenue - E03 - Hanger - D Beck | 1,125 | 1,625 | 1,500 | 1,500 | 1,500 | |
| 202.304 | Revenue - E04 - Hanger - A Weigle | 1,380 | 1,500 | 1,500 | 1,500 | 1,500 | |
| 202.305 | Revenue - E05 - Hanger - B Bounds | 1,500 | 1,625 | 1,500 | 1,500 | 1,500 | |
| 202.306 | Revenue - E06 - Hanger - B Stauffer | 1,500 | 1,625 | 1,500 | 1,500 | 1,500 | |
| 202.307 | Revenue - E07 - Hanger - D. Tewes | 1,596 | 1,625 | 1,500 | 1,500 | 1,500 | |
| 202.308 | Revenue - E08 - Hanger - Olivia Hughes | 2,000 | 1,375 | 1,500 | 1,500 | 1,500 | |
| 202.309 | Revenue - E09 - Hanger - OlHughes LLC | 1,350 | 1,950 | 1,800 | 1,800 | 1,800 | |
| 202.310 | Revenue - E10 - Hanger - AJ Herrold | 2,100 | 1,500 | 1,800 | 1,800 | 1,800 | |
| 202.401 | Revenue - Barr Hangar - Empty | - 0 - | - 0 - | 12,000 | - 0 - | - 0 - | |
| 202.12 | Revenue - Hangar - Whisler - South | 4,800 | 2,750 | 4,800 | 5,940 | 4,800 | |
| 202.10 | Revenue - Hanger - Whisler - North | 3,600 | 3,535 | 3,600 | 3,600 | 3,600 | |
| 203.01 | Revenue - Joan Tanderup Land Lease | 775 | 775 | 775 | 775 | 775 | |
| 203.06 | Revenue - R.O.W. City Water | 950 | 950 | 1,500 | 1,500 | 1,500 | |
| 203.12 | Revenue - Fuel Flow | 1,900 | 1,200 | 1,600 | 800 | 1,600 | |
| 203.16 | Revenue - Reimburse Utilities | 2,763 | 4,161 | 2,700 | 2,000 | 2,700 | |
| 203.18 | Revenue - Sale of Hay | 3,257 | 1,623 | 1,500 | 607 | 1,500 | |
| 203.60 | Revenue - Miscellaneous | 368 | 38,646 | 400 | 12,405 | 400 | |
| 203.80 | Revenue - Farm Lease | 41,434 | 41,434 | 41,434 | 41,434 | 41,434 | |
| 203.90 | Revenue - Interest on CD's/Savings | 501 | 2,158 | 1,000 | 2,200 | 1,000 | |
| 203.99 | Revenue - Sale of Tractor | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 205.00 | Revenue - Bond Proceeds | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 203.70 | Revenue - Grants | 32,000 | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **301,155** | **321,226** | **320,339** | **322,370** | **378,204** | |
| | | | | | | | |
| **Airport Debt Service Revenue** | | | | | | | |
| 201.02 | Revenue - Debt - Property Tax | 50,043 | 52,343 | 46,919 | 46,919 | - 0 - | ((Total Debt Service / 1.01) - D.S. Homestead Exemption) 48,637 / 1.01 - 2,000 |
| 201.03 | Revenue - Debt - Interest on Taxes | 88 | 155 | 100 | 100 | - 0 - | |
| 201.04 | Revenue - Debt - Homestead Exemption | 1,982 | 2,586 | 1,800 | 1,800 | - 0 - | |
| 201.05 | Revenue - Debt - Motor Vehicle Prorate | 145 | 115 | 145 | 145 | - 0 - | |
| **Total** | | **52,258** | **55,199** | **48,964** | **48,964** | **- 0 -** | |
| | | | | | | | |
| **Airport Sinking Fund Revenue** | | | | | | | |
| 207.50 | Revenue - Sinking Fund New | 15,000 | - 0 - | 20,000 | 20,000 | 20,000 | |
| 207.51 | Revenue - Sinking Fund New - Interest | 141 | 1,409 | 700 | 1,700 | 500 | |
| **Total** | | **15,141** | **1,409** | **20,700** | **21,700** | **20,500** | |
| | | | | | | | |
| **Airport T-Hanger** | | | | | | | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| 206.70 | Revenue - Grant | - 0 - | - 0 - | 1,049,000 | 204,577 | 1,586,423 | NPIAS Grant $600,000; BIL Grant $448,000, NDA Discretionary $599,000; BIL FY25 $144,000 |
| 206.73 | Revenue - NDA Loan - No Interest | - 0 - | - 0 - | - 0 - | - 0 - | 475,784 | |
| 206.76 | Revenue - Notes/Loan (Jones) | - 0 - | - 0 - | 2,020,000 | 136,500 | 2,063,500 | Jones Bank LOC Draws |
| **Total** | | **- 0 -** | **- 0 -** | **3,069,000** | **341,077** | **4,125,707** | |
| **Total Airport Revenue** | | **368,553** | **377,834** | **3,459,003** | **734,111** | **4,524,411** | |
| | | | | | | | |
| **Airport Operating** | | | | | | | |
| | | | | | | | |
| 100.01 | Admin O & M - Manager's Contract | 46,362 | 48,500 | 53,350 | 53,350 | 56,500 | |
| 100.03 | Admin O & M - Treasurer | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | |
| 100.04 | Admin O & M - Retainer - Atty | - 0 - | 978 | 1,000 | 1,000 | 1,500 | |
| 100.05 | Admin O & M - FBO Events Promo | 1,315 | 2,870 | 1,500 | 2,076 | 1,500 | |
| 100.06 | Admin O & M - INS Property | 28,239 | 35,565 | 45,000 | 50,736 | 65,000 | |
| 100.061 | Admin O & M - INS Vehicle/Events | 603 | 431 | 1,000 | 1,000 | 1,000 | |
| 100.07 | Admin O & M - Audit & Accounting | 18,000 | 18,200 | 15,500 | 13,500 | 18,000 | |
| 100.10 | Admin O & M - Auto Expense & Repairs | 386 | 2,313 | 2,500 | 2,500 | 2,500 | |
| 100.11 | Admin O & M - Supplies & Fuel | 2,420 | 3,106 | 4,000 | 4,000 | 3,000 | |
| 100.161 | Admin O & M - Utility City Use | 15,044 | 14,765 | 15,000 | 15,000 | 15,000 | |
| 100.162 | Admin O & M - Telephone | 2,223 | 2,221 | 2,300 | 2,300 | 2,300 | |
| 100.163 | Admin O & M - Natural Gas | 702 | 1,417 | 1,250 | 1,250 | 1,250 | |
| 100.17 | Admin O & M - Garbage | 625 | 670 | 650 | 540 | 600 | |
| 100.20 | Admin O & M - Repairs & Maintenance | 43,065 | 82,982 | 50,000 | 50,000 | 45,000 | |
| 100.25 | Admin O & M - Runway Repairs | 21,813 | 19,109 | 25,000 | 5,000 | 25,000 | |
| 100.30 | Admin O & M - Grounds Keeping | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | Combined with 100.20 |
| 100.42 | Admin O & M - Dues, Memberships, Mtgs and Mileage | 956 | 1,203 | 1,400 | 3,400 | 1,500 | |
| 100.44 | Admin O & M - Publications | 101 | 123 | 500 | 400 | 250 | |
| 100.50 | Admin O & M - Beacon | - 0 - | - 0 - | 400 | - 0 - | 400 | |
| 100.51 | Admin O & M - Tractor Loan/Mower Equipment | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 100.58 | Admin O & M - Debt Service - P & I | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 100.59 | Admin O & M - Barr Sublease | - 0 - | - 0 - | 6,000 | - 0 - | 6,000 | |
| 100.60 | Admin O & M - Miscellaneous | 365 | 7,738 | 1,000 | 6,240 | 1,000 | |
| 100.61 | Admin O & M - Depreciation Expense | - 0 - | 117,951 | - 0 - | - 0 - | - 0 - | |
| 100.62 | Admin O & M - Amortization Expense | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| 100.63 | Admin O & M - Computer/Software | 130 | 130 | 200 | 550 | 350 | |
| **Total** | | **184,146** | **362,070** | **229,350** | **214,642** | **249,450** | |
| | | | | | | | |
| **Airport T-Hanger Project** | | | | | | | |
| 100.87 | F-Row T Hangar | - 0 - | - 0 - | 2,020,000 | 136,500 | 2,063,500 | Construction costs |
| **Total** | | **- 0 -** | **- 0 -** | **2,020,000** | **136,500** | **2,063,500** | |

| Account Number | Account Name | Fiscal Year 2021/2022 Actual | Fiscal Year 2022/2023 Actual | Fiscal Year 2023/2024 Budget | 2023/2024 Estimated Ending Balance | Fiscal Year 2024/2025 Budget | Comments |
|---|---|---|---|---|---|---|---|
| **Airport Operating Debt Expense** | | | | | | | |
| 100.85 | Debt - Sinking Fund (Transfer) | 15,000 | - 0 - | 20,000 | - 0 - | 20,000 | Future Tractor Purchase |
| **Total** | | **15,000** | **- 0 -** | **20,000** | **- 0 -** | **20,000** | |
| | | | | | | | |
| **Airport Debt Expense** | | | | | | | |
| 100.82 | Debt - LOC Payment E-Row (Jones Bank) | 33,000 | - 0 - | 1,082,000 | 33,000 | 33,000 | Jones Bank E-Row LOC Payments $33,000 |
| 100.84 | Debt - LOC Payment F-Row (Jones Bank) | - 0 - | - 0 - | - 0 - | 136,500 | 2,098,500 | |
| 100.90 | Debt - Bond Principal Payment | 50,000 | - 0 - | 45,000 | 45,000 | - 0 - | |
| 100.909 | Debt - Bond Interest Payment - Seward Airport Authority | 5,323 | 15,704 | 1,919 | 919 | - 0 - | |
| 100.84 | Debt - T-Hanger Payments | 15,864 | - 0 - | 15,864 | 15,864 | 31,097 | NDA Loan E-Row $14,542; NDA Loan F-Row (6 mos) $16,555 |
| **Total** | | **104,187** | **15,704** | **1,144,783** | **231,283** | **2,162,597** | |
| | | | | | | | |
| **Total Airport Expenses, not Including C.I.P.** | | **303,333** | **377,774** | **3,414,133** | **582,425** | **4,495,547** | |
| | | | | | | | |
| **C.I.P. Airport Expenses** | | | | | | | |
| | | | | | | | |
| 100.80 | CIP-Fixed Assets | 36,960 | - 0 - | 15,000 | - 0 - | 15,000 | Scissors Lift $15,000 |
| 100.99 | Capital Projects - Tractor | - 0 - | - 0 - | - 0 - | - 0 - | - 0 - | |
| **Total** | | **36,960** | **- 0 -** | **15,000** | **- 0 -** | **15,000** | |
| | | | | | | | |
| **Total Airport Expenses including C.I.P.** | | **340,293** | **377,774** | **3,429,133** | **582,425** | **4,510,547** | |
| | | | | | | | |
| | | | | | | | |
| **Total Airport Revenue** | | **368,553** | **377,834** | **3,459,003** | **734,111** | **4,524,411** | |
| **Total Airport Expenses not including C.I.P** | | **303,333** | **377,774** | **3,414,133** | **582,425** | **4,495,547** | |
| **Total Expenses including C.I.P.** | | **340,293** | **377,774** | **3,429,133** | **582,425** | **4,510,547** | |
| | | | | | | | |
| **Total Airport** | | **28,260** | **60** | **29,870** | **151,686** | **13,864** | |

B. Motions on Recommended Budget Amendments

3. Consideration of a No-Cost Change Order (#1) to the Contract with Iseler Demolition for the Demolition of the 200,000 Gallon Tank Water Tower - City Engineer Oneby

# CHANGE ORDER

**No. 1**

olsson

Date of Issuance: August 26, 2024 Effective Date: August 23, 2024

| | | |
|---|---|---|
| Project: 200,000-Gallon Tank Demolition | Owner: City of Seward, Nebraska | Owner's Contract No.: |
| Contract: Base Bid – Lump Sum | | Date of Contract: May 2, 2023 |
| Contractor: Iseler Demolition | | Engineer's Project No.: 019-3180 |

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

Description:

1. An extension granted to the contract times due to coordination required with the new water tower construction. The existing water tower demolition cannot begin until the new water tower is in service. The existing water tower demolition project must be 100% complete prior to the 2025 July 4th Festival.

Total Project Increase: $0.00

Attachments: n/a

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price:<br>$ 149,300.00 | Original Contract Times:<br>Substantial Completion (days or date): September 1, 2024<br>Final Completion (days or date): October 1, 2024 |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>$ n/a | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion (days or date): n/a<br>Final Completion (days or date): n/a |
| Contract Price prior to this Change Order:<br>$ 149,300.00 | Contract Times prior to this Change Order:<br>Substantial Completion (days or date): September 1, 2024<br>Final Completion (days or date): October 1, 2024 |
| Increase of this Change Order:<br>$ 0.00 | Increase of this Change Order:<br>Substantial Completion (days or date): 273<br>Final Completion (days or date): 273 |
| Contract Price incorporating this Change Order:<br>$ 149,300.00 | Contract Times with all approved Change Orders:<br>Substantial Completion (days or date): June 1, 2025<br>Final Completion (days or date): July 1, 2025 |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: Project Engineer | Title: | Title: President |
| Date: August 26, 2024 | Date: | Date: 8-28-24 |

cc: City of Seward, Iseler Demolition.

4. Items Related to the Bradford Street Storm Sewer Improvements Project - City Engineer Oneby
   A. Consideration of an Amendment (#1) to the Professional Services Agreement with The Schemmer Associates, Inc. for Construction Engineering Services in the Amount of $57,815

This is **EXHIBIT A Part 2**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 28th, 2024.

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

**1. Background Data**

a. Effective Date of Owner-Engineer Agreement: 06/06/2023

b. Owner: City of Seward Nebraska

c. Engineer: The Schemmer Associates, Inc.

d. Project: BRADFORD ST STORM SEWER IMPROVEMENTS CONSTRUCTION ENGINEERING

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

☒ Additional Services to be performed by Engineer

☐ Modifications to Services of Engineer

☐ Modifications to Responsibilities of Owner

☐ Modifications to Payment to Engineer

☐ Modifications to Time(s) for rendering Services

☐ Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

Attachment 1, "Modifications"


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

| OWNER: | ENGINEER: |
|---|---|
| City of Seward | The Schemmer Associates, Inc. |
| By: | By: Doug Holle |
| Title: | Title: Executive Vice President |
| Date Signed: | Date Signed: August 28, 2024 |
| Signed: | Signed: |


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This is **Attachment 1,** consisting of 1 page, to Amendment No. 1, dated August 28th, 2024.

**Modifications**

1. Engineer shall perform the following Additional Services:

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

- *SEE ATTACHED SCOPE OF WORK*

2. The responsibilities of Owner are modified as follows:

   NA

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

   1. The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to $110,307.50 (original contract fee) + **$57,815.00** (Amendment #1 fee) = $168,122.50.

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

   CE work will begin upon notice to proceed

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


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# BRADFORD STREET STORM SEWER IMPROVEMENTS
# CONSTRUCTION ENGINEERING AMENDMENT #1
# SCOPE OF SERVICES

## 1. INTRODUCTION

Through July 2024 we have reached our fee limit for CE services for the Bradford Street Storm Sewer Improvements project. The contractor has used 87 additional calendar days to complete the project based on work orders 1 through 10 as well as unidentified utility conflicts. We estimate that the contractor will use 8 additional weeks of construction to achieve final completion. This scope covers services for this additional time period.

## 2. CONSTRUCTION PHASE

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

A. Mobilize a construction inspection team on site for the duration of the construction activities.
B. Maintain project field diaries, accurate quantities, files and records.
C. Construction progress photos
D. Complete daily report for each day.
E. Monitor the contractors' activities for compliance with the plans and specifications.
F. Review work zone traffic control devices each day.
G. Conduct bi-weekly meetings (Construction Progress Meetings) with the contractor.
H. Draft change orders as needed.
I. Review and recommend contractor's pay applications on a monthly basis.
J. Perform materials testing in accordance with NDOT Materials Sampling Guide

## 3. PROJECT MANAGEMENT

The following project management tasks will include, but are not limited to:

A. Review work, communication with contractor / client, and invoicing

SCHEMMER

Design with Purpose. Build with Confidence.

# Hour Estimate Form
## Construction Engineering Services Amendment #1
## Bradford Street Storm Sewer Improvements

**City of Seward**
**Project Nos. 08586.001-B**

August 28, 2024

| ITEM NO. | TASK DESCRIPTION | SEN ENG | PROJ REP | FIELD TECH II | SEN RLS | CADD TECH | 2 MAN SURV CREW | ADMIN SUPP | TOTAL PER TASK | | Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| **I.** | **Construction Phase** | | | | | | | | | | $ 54,995.00 |
| I.a | Mobilize construction inspection team on site | | 35 | | | | | | 35 | | |
| I.b | Maintain project diaries, quantities, and records | 8 | 35 | | | | | | 43 | | |
| I.c | Construction photos | | 10 | | | | | | 10 | | |
| I.d | Complete daily reports | 6 | 30 | | | | | | 36 | | |
| I.e | Monitor contractors' activities for compliance with plans and specs | 24 | 250 | | | | | | 274 | | |
| I.f | Review traffic control devices each day | | 6 | | | | | | 6 | | |
| I.g | Conduct weekly meetings | 12 | 4 | | | | | | 16 | | |
| I.h | Change orders | 6 | 1 | | | | | | 7 | | |
| I.i | Pay app reviews | 6 | 1 | | | | | | 7 | | |
| I.j | Materials testing | 2 | 20 | 20 | | | | | 42 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **II.** | **Project Management** | | | | | | | | | | $ 1,480.00 |
| II.a | Review work, communication, invoicing | 8 | | | | | | | 8 | | |
| | | | | | | | | | | | |
| | **Labor Fee** | | | | | | | | | | $ 56,475.00 |
| | **Direct Expenses** | | | | | | | | | | $ 1,340.00 |
| | **TOTALS** | | | | | | | | | | $ 57,815.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

**Construction Engineering Services Amendment #1**
**Bradford Street Storm Sewer Improvements**

**City of Seward**
**Project Nos. 08586.001-B**

BREAKDOWN OF COSTS

| PROJECT TASK & PERSONNEL CLASSIF | ESTIMATED HOURS | STANDARD RATE | ESTIMATED TOTAL |
|---|---|---|---|
| **I. Construction Phase** | | | |
| SENIOR ENGINEER | 64 | $185.00 | $11,840 |
| PROJECT REPRESENTATIVE | 357 | $115.00 | $41,055 |
| FIELD TECHNICIAN II | 20 | $105.00 | $2,100 |
| RLS | 0 | $145.00 | $0 |
| CADD TECHNICIAN | 0 | $80.00 | $0 |
| 2 MAN SURVEY CREW | 0 | $185.00 | $0 |
| ADMINISTRATIVE SUPPORT | 0 | $80.00 | $0 |
| | | | $54,995 |
| **II. Project Management** | | | |
| SENIOR ENGINEER | 8 | $185.00 | $1,480 |
| PROJECT REPRESENTATIVE | 0 | $115.00 | $0 |
| FIELD TECHNICIAN II | 0 | $105.00 | $0 |
| RLS | 0 | $145.00 | $0 |
| CADD TECHNICIAN | 0 | $80.00 | $0 |
| 2 MAN SURVEY CREW | 0 | $185.00 | $0 |
| ADMINISTRATIVE SUPPORT | 0 | $80.00 | $0 |
| | | | $1,480 |
| **Sub-Total** | | | $56,475 |

| **REIMBURSABLES** | No. | | Rate | | |
|---|---|---|---|---|---|
| Plan Sets | 0 | | $40.00 | $ | - |
| Mileage | 2000 | $ | 0.670 | $ | 1,340.00 |
| Other | | | | $ | - |
| Other | | | | $ | - |
| **Sub-Total** | | | | **$** | **1,340.00** |

| | | |
|---|---|---|
| **TOTAL ESTIMATED FEE** | **$** | **57,815.00** |

B. Consideration of a Change Order to the Construction Contract with General Excavating in the Amount of $38,719.41

SCHEMMER

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PROJECT Bradford St. Storm Sewer Improvements

PROJECT NO. 09175.001

# WORK ORDER NO. 10

CONTRACT DATE: _____ DATE: 8/15/24

CONTRACTOR: General Excavating OWNER: City of Seward

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Plan Revision #4:

At the request of NDOT, 2 mountable grate inlets are being added to the project to improve local drainage on Bradford Street near west end of return to Highway 15 (6th Street). The attached Plan Revision #4 shall be used to construct the added inlets.

Dimension Change For Curb Inlets N4 and N6:

Due to a power pole located between inlets N4 and N6, the "A" dimension for these curb inlets shall be changed from 4'4" to 7'2" to allow 15" RCP pipe connecting the inlets to clear the pole.

The following pay items will be used for this work:

| Item | Estimated Quantity | Unit Price | Extended Price |
|---|---|---|---|
| Remove Pavement | 28 SY | $18.57/SY | $519.96 |
| Sawing Pavement | 56 LF | $5.17/LF | $289.52 |
| Remove Driveway | 7 SY | $17.43/SY | $122.01 |
| Concrete Class 47B-3500, Driveway, 6" | 7 SY | $73.50/SY | $514.50 |
| 7" Concrete Pavement, Conc. Class 47B-3500 | 28 SY | $78.75/SY | $2,205.00 |
| 15" Storm Sewer Pipe, Type 2 | 35 LF | $118.29/LF | $4,140.15 |
| Build Mountable Inlet | 2 EA | $14,000.00/EA | $28,000.00 |
| Modify "A" Dimension For Curb Inlets N4 and N6 | 1 LS | $3,000.00 | $3,000.00 |

| Acceptance of Work Order | |
|---|---|
| **For the Owner** | **For the Contractor** |
| Signature: | Signature: |
| Name: | Name: Robert O'Connor |
| Title: | Title: Project Manager |
| Date: | Date: 08/26/2024 |

5. Consideration of an Amendment (#1) to the Professional Services Agreement with The Schemmer Associates, Inc. for Construction Engineering Services for the Park Avenue Storm Sewer Improvements Project in the Amount of $50,335 - City Engineer Oneby

This is **EXHIBIT A Part 2**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 28th, 2024.

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

**1. Background Data**

a. Effective Date of Owner-Engineer Agreement: 06/06/2023

b. Owner: City of Seward Nebraska

c. Engineer: The Schemmer Associates, Inc.

d. Project: PARK AVENUE STORM SEWER IMPROVEMENTS CONSTRUCTION ENGINEERING

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

☒ Additional Services to be performed by Engineer

☐ Modifications to Services of Engineer

☐ Modifications to Responsibilities of Owner

☐ Modifications to Payment to Engineer

☐ Modifications to Time(s) for rendering Services

☐ Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

Attachment 1, "Modifications"


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

| OWNER: | ENGINEER: |
|---|---|
| City of Seward | The Schemmer Associates, Inc. |
| By: | By: Doug Holle |
| Title: | Title: Executive Vice President |
| Date Signed: | Date Signed: August 28, 2024 |
| Signed: | Signed: |


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This is **Attachment 1,** consisting of 1 page, to Amendment No. 1, dated August 28th, 2024.

**Modifications**

1. Engineer shall perform the following Additional Services:

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

- *SEE ATTACHED SCOPE OF WORK*

2. The responsibilities of Owner are modified as follows:

   NA

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

   1. The total estimated compensation under Item A-3 of Paragraph of C2.01 (Exhibit C) of the original agreement is amended to $182,420.00 (original contract fee) + **$50,335.00** (Amendment #1 fee) = $232,755.00.

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

   CE work will begin upon notice to proceed

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


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# PARK AVENUE STORM SEWER IMPROVEMENTS
# CONSTRUCTION ENGINEERING AMENDMENT #1
# SCOPE OF SERVICES

## 1. INTRODUCTION

Through July 2024 we have reached our fee limit for CE services for the Park Ave Storm Sewer Improvements project. The contractor has used 135 additional calendar days to complete the project based on work orders 1 through 6 as well as unidentified utility conflicts. We estimate that the contractor will use 6 additional weeks of contractor to achieve final completion. This scope covers services for this additional time period.

## 2. CONSTRUCTION PHASE

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

B. Mobilize a construction inspection team on site for the duration of the construction activities.
C. Maintain project field diaries, accurate quantities, files and records.
D. Construction progress photos
E. Complete daily report for each day.
F. Monitor the contractors' activities for compliance with the plans and specifications.
G. Review work zone traffic control devices each day.
I. Conduct bi-weekly meetings (Construction Progress Meetings) with the contractor.
J. Draft change orders as needed.
K. Review and recommend contractor's pay applications on a monthly basis.
L. Perform erosion control inspections on a weekly basis. If discrepancies are found, issue non-conformance report to contractor and monitor progress for correction.
M. Perform materials testing in accordance with NDOT Materials Sampling Guide

## 3. PROJECT MANAGEMENT

The following project management tasks will include, but are not limited to:

A. Review work, communication with contractor / client, and invoicing

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**Hour Estimate Form**
**Construction Engineering Services Amendment #1**
**Park Avenue Storm Sewer Improvements**

**City of Seward**
**Project Nos. 08586.001-A**

August 28, 2024

| ITEM NO. | TASK DESCRIPTION | SEN ENG | PROJ REP | FIELD TECH II | SEN RLS | CADD TECH | 2 MAN SURV CREW | ADMIN SUPP | TOTAL PER TASK | | Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| **I.** | **Construction Phase** | | | | | | | | | | $ 47,515.00 |
| I.a | Mobilize construction inspection team on site | | 30 | | | | | | 30 | | |
| I.b | Maintain project diaries, quantities, and records | 6 | 10 | | | | | | 16 | | |
| I.c | Construction photos | | 10 | | | | | | 10 | | |
| I.d | Complete daily reports | 4 | 20 | | | | | | 24 | | |
| I.e | Monitor contractors' activities for compliance with plans and specs | 20 | 200 | | | | | | 220 | | |
| I.f | Review traffic control devices each day | | 6 | | | | | | 6 | | |
| I.g | Conduct weekly meetings | 9 | 3 | | | | | | 12 | | |
| I.h | Change orders | 6 | 1 | | | | | | 7 | | |
| I.i | Pay app reviews | 6 | 1 | | | | | | 7 | | |
| I.j | Erosion control inspections | 2 | 15 | | | | | | 17 | | |
| I.k | Materials testing | 2 | 15 | 15 | | | | | 32 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **II.** | **Project Management** | | | | | | | | | | $ 1,480.00 |
| II.a | Review work, communication, invoicing | 8 | | | | | | | 8 | | |
| | | | | | | | | | | | |
| | **Labor Fee** | | | | | | | | | | $ 48,995.00 |
| | **Direct Expenses** | | | | | | | | | | $ 1,340.00 |
| | **TOTALS** | | | | | | | | | | $ 50,335.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

**Construction Engineering Services**
**Park Avenue Storm Sewer Improvements**
**Construction Engineering Amendment #1**
**City of Seward**
**Project Nos. 08586.001-A**

BREAKDOWN OF COSTS

| PROJECT TASK & PERSONNEL CLASSIF | ESTIMATED HOURS | STANDARD RATE | ESTIMATED TOTAL |
|---|---|---|---|
| **I. Construction Phase** | | | |
| SENIOR ENGINEER | 55 | $185.00 | $10,175 |
| PROJECT REPRESENTATIVE | 311 | $115.00 | $35,765 |
| FIELD TECHNICIAN II | 15 | $105.00 | $1,575 |
| RLS | 0 | $145.00 | $0 |
| CADD TECHNICIAN | 0 | $80.00 | $0 |
| 2 MAN SURVEY CREW | 0 | $185.00 | $0 |
| ADMINISTRATIVE SUPPORT | 0 | $80.00 | $0 |
| | | | $47,515 |
| **II. Project Management** | | | |
| SENIOR ENGINEER | 8 | $185.00 | $1,480 |
| PROJECT REPRESENTATIVE | 0 | $115.00 | $0 |
| FIELD TECHNICIAN II | 0 | $105.00 | $0 |
| RLS | 0 | $145.00 | $0 |
| CADD TECHNICIAN | 0 | $80.00 | $0 |
| 2 MAN SURVEY CREW | 0 | $185.00 | $0 |
| ADMINISTRATIVE SUPPORT | 0 | $80.00 | $0 |
| | | | $1,480 |
| **Sub-Total** | | | $48,995 |

| **REIMBURSABLES** | No. | | Rate | | |
|---|---|---|---|---|---|
| Plan Sets | 0 | | $40.00 | $ | - |
| Mileage | 2000 | $ | 0.670 | $ | 1,340.00 |
| Other | | | | $ | - |
| Other | | | | $ | - |
| **Sub-Total** | | | | **$** | **1,340.00** |

| | | |
|---|---|---|
| **TOTAL ESTIMATED FEE** | **$** | **50,335.00** |

6. Consideration to Approve a Construction Contract with Eriksen Construction for General Contracting for the Reverse Osmosis Improvements Project in the Amount of $342,700 - City Engineer Oneby

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

This Agreement is by and between **The City of Seward, Nebraska** ("Owner") and Eriksen Construction Co, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

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

**ARTICLE 2—THE PROJECT**

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

**ARTICLE 3—ENGINEER**

3.01 The Owner has retained **Purpose Associates LLC** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Purpose Associates LLC.**

**ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

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


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4.02 *Contract Times: Dates*

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

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.


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**ARTICLE 5—CONTRACT PRICE**

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

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

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

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

a. Ninety-five percent (95%) percent of the value of the Work completed (with the balance being retainage).

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

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

6.03 *Final Payment*

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


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6.04 *Consent of Surety*

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

6.05 *Interest*

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

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual - not attached but incorporated by reference.
6. Drawings (not attached but incorporated by reference) consisting of 15 sheets with each sheet bearing the following general title: **2024 Reverse Osmosis Improvements – Seward, Nebraska**.
8. Addenda (numbers 1 to 2, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 11, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.


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## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.


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

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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


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

This Agreement will be effective on September 4, 2024 (which is the Effective Date of the Contract).

**Owner:**

City of Seward, Nebraska
*(typed or printed name of organization)*

By: _____
*(individual's signature)*

Date: _____
*(date signed)*

Name: Joshua Eickmeier
*(typed or printed)*

Title: Mayor
*(typed or printed)*

Attest: _____
*(individual's signature)*

Title: City Clerk
*(typed or printed)*

Address for giving notices:

537 Main Street
P.O. Box 38
Seward, NE 68434

Designated Representative:

Name: Mike Oneby, P.E.
*(typed or printed)*

Title: City Engineer
*(typed or printed)*

Address:

537 Main Street
P.O. Box 38
Seward, NE 68434

Phone: (402) 643-2928 x203

Email: michael.oneby@cityofsewardne.gov

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

**Contractor:**

Eriksen Construction Co, Inc.
*(typed or printed name of organization)*

By: Jennifer Eriksen
*(individual's signature)*

Date: 8/26/24
*(date signed)*

Name: Jennifer Eriksen
*(typed or printed)*

Title: President
*(typed or printed)*

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

Attest: Terri Pederson
*(individual's signature)*

Title: Administrative Assis
*(typed or printed)*

Address for giving notices:

2546 S. Hwy 30
P.O. Box 610
Blair, NE 68008

Designated Representative:

Name: Todd Bade
*(typed or printed)*

Title: Director of Project Management
*(typed or printed)*

Address:

2546 S. Hwy 30
PO Box 610
Blair, Nebraska 68008

Phone: 402-426-3119

Email: toddb@eriksenconst.com

License No.: 21168
*(where applicable)*

State: Nebraska

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).**
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# PERFORMANCE BOND No. 148179

| **Contractor** | **Surety** |
|---|---|
| Name: Eriksen Construction Co, Inc.<br>Address *(principal place of business)*:<br>2546 S. Hwy 30<br>P.O. Box 610<br>Blair, NE 68008 | Name: Inland Insurance Company<br>Address *(principal place of business)*:<br>P.O. Box 80468<br>Lincoln, NE 68501 |
| **Owner**<br>Name: **City of Seward, Nebraska**<br>Mailing address *(principal place of business)*:<br>**537 Main St, Seward, NE 68434** | **Contract**<br>Description *(name and location)*:<br>**2024 Reverse Osmosis Improvements**<br>**City of Seward**<br>**Seward, Nebraska**<br>Contract Price: $ 342,700.00<br>Effective Date of Contract: September 4, 2024 |

**Bond**

Bond Amount: $342,700.00

Date of Bond: September 4, 2024

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| Eriksen Construction Co., Inc.<br>*(Full formal name of Contractor)* | Inland Insurance Company<br>*(Full formal name of Surety) (corporate seal)* |
| By: _____<br>*(Signature)* | By: _____<br>*(Signature)(Attach Power of Attorney)* |
| Name: Jennifer Eriksen<br>*(Printed or typed)* | Name: Jacqueline L. Drey<br>*(Printed or typed)* |
| Title: President | Title: Attorney-in-Fact |
| Attest: _____<br>*(Signature)* | Attest: _____<br>*(Signature)* |
| Name: Terri Pederson<br>*(Printed or typed)* | Name: Maura P. Kelly<br>*(Printed or typed)* |
| Title: Administrative Assistant | Title: Witness |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

**EJCDC® C-610, Performance Bond.**
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:


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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such


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

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**


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# 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."

does hereby make, constitute and appoint

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.

INLAND INSURANCE COMPANY

Carol J. Clark
Secretary/Treasurer

Curtis L Hartter
By President

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska }
County of } ss.
Lancaster

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, Articl 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

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2026

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 4th day of September, 20 24.

Director

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

# PAYMENT BOND No. 148179

| **Contractor** | **Surety** |
|---|---|
| Name: Eriksen Construction Co, Inc.<br>Address *(principal place of business)*:<br>2546 S. Hwy 30<br>P.O. Box 610<br>Blair, NE 68008 | Name: Inland Insurance Company<br>Address *(principal place of business)*:<br>P.O. Box 80468<br>Lincoln, NE 68501 |
| **Owner** | **Contract** |
| Name: **City of Seward, Nebraska**<br>Mailing address *(principal place of business)*:<br>**537 Main St, Seward, NE 68434** | Description *(name and location)*:<br>**2024 Reverse Osmosis Improvements**<br>**City of Seward**<br>**Seward, Nebraska**<br>Contract Price: $ 342,700.00<br>Effective Date of Contract: September 4, 2024 |

**Bond**

Bond Amount: $342,700.00

Date of Bond: September 4, 2024

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| Eriksen Construction Co., Inc.<br>*(Full formal name of Contractor)* | Inland Insurance Company<br>*(Full formal name of Surety) (corporate seal)* |
| By: Jennifer Eriksen<br>*(Signature)* | By:<br>*(Signature)(Attach Power of Attorney)* |
| Name: Jennifer Eriksen<br>*(Printed or typed)* | Name: Jacqueline L. Drey<br>*(Printed or typed)* |
| Title: President | Title: Attorney-in-Fact |
| Attest: Jerri Pederson<br>*(Signature)* | Attest: Maura P. Kelly<br>*(Signature)* |
| Name: Jerri Pederson<br>*(Printed or typed)* | Name: Maura P. Kelly<br>*(Printed or typed)* |
| Title: Administrative Assistant | Title: Witness |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

**EJCDC® C-615, Payment Bond.**
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.


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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;


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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**


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# 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."

does hereby make, constitute and appoint

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.

INLAND INSURANCE COMPANY

Carol J. Clark
Secretary/Treasurer

Curtis L Hartter
By President

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska }
County of } ss.
Lancaster

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, Articl 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

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2026

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 4th day of September, 20 24.

Director

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

*a.* A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the


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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

*d.* A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the


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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.


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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.


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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.


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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.


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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2—PRELIMINARY MATTERS**

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work


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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.


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## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility


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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.


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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the


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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.


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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.


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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment


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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.


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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in


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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;


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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown


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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures


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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special


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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or


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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by


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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.


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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);


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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against


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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.


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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.


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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;


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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.


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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.


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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.


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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.


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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.


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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.


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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.


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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will


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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.


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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or


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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.


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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

**ARTICLE 8—OTHER WORK AT THE SITE**

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.


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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.


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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.


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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.


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## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.


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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.


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## ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.


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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:


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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.


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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change


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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12—CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge


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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or


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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are


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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.


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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change


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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision


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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

## ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.


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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,


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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,


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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation


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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.


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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;


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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time


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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without


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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.


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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,


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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.


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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,


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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The


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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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


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18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A. Add the following sentences after the first sentence in the definition of the term "Bid":

> The Bid shall mean the entire submittal including the bid form and all attachments required as listed on the Bid Form and all other attachments and supplemental documents submitted at the time of bidding. The terms "bid", "proposal", and "offer" may be used interchangeably in the bidding documents.

SC-1.01.A. Delete Paragraph 1.01.A.22. in its entirety and insert the following in its place:

22. *Engineer* – The firm of Purpose Associates, Ames, Iowa 50010, Phone (515) 809-2020, info@purposeas.com and their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case. Engineer's Consultants include: KCL Engineering (Electrical Engineers), West Des Moines, IA; Schemmer (RPR), Lincoln, NE; and others.

## ARTICLE 2—PRELIMINARY MATTERS

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

> Owner shall furnish to Contractor **two** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **one copy** in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information


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contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **20** MB. Attachments larger than that may be exchanged using large file transfer functions.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.


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b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph


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will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and

4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for


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Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $300 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

*3.01 Intent*

SC-3.01.B Add the following language at the end of Paragraph 3.01B:

Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result shall be provided whether or not specifically called for, at no additional cost to Owner.

SC-3.01 Add the following two subparagraphs after 3.01.G:

H. The Specifications may vary in form, format and style. Some specification sections are


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written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.

I. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

J. The Specifications as a whole will govern the construction of the entire Work. The applicable provisions thereof will govern Work to be performed under each section of the contract.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK (NOT MODIFIED)**

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|---|---|---|
| None | | **[Identify Technical Data]** |
| | | |
| | | |

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

| Drawings Title | Date of Drawings | Technical Data |
|---|---|---|
| None | | **[Identify Technical Data]** |
| | | |
| | | |


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G. Contractor may request from the engineer to examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents.

*5.05 Underground Facilities*

SC-5.05.A. Add the following new paragraph immediately after Paragraph 5.05.A.5.:

6. Generally, service connection locations are intentionally not indicated on the Drawings. The Contractor shall have full responsibility for discovery of these existing Underground Facilities prior to excavating or trenching by contacting all local utilities and by prospecting. The cost for performing this work shall be included in the Contract Price.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|---|---|---|
| None | | **[Identify Technical Data]** |
| | | |
| | | |

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

| Drawings Title | Date of Drawings | Technical Data |
|---|---|---|
| None | | **[Identify Technical Data]** |
| | | |
| | | |

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).


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SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be two (2) years after Substantial Completion.

2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in an amount at least equal to the Contract Price, warranting against defects in materials and workmanship for a period of not less than two (2) years from the date of Substantial Completion. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 1 month after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Amend the first sense of Paragraph 6.02.N:

All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice has been given to the purchasing policyholder.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:

City of Seward, Nebraska
Purpose Associates LLC
KCL Engineering
Duranceau Consulting Services, LLC.
Schemmer


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E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

| **Workers' Compensation and Related Policies** | **Policy limits of not less than:** |
|---|---|
| **Workers' Compensation** | |
| State | Statutory |
| Applicable Federal (e.g., Longshoreman's) | Statutory |
| Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable | Statutory |
| **Jones Act (if applicable)** | |
| Bodily injury by accident—each accident | $500,000 |
| Bodily injury by disease—aggregate | $500,000 |
| **Employer's Liability** | |
| Each accident | $500,000 |
| Each employee | $500,000 |
| Policy limit | $500,000 |
| **Stop-gap Liability Coverage** | |
| For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: | $500,000 |

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.


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b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

| **Commercial General Liability** | **Policy limits of not less than:** |
|---|---|
| General Aggregate | $2,000,000 |
| Products—Completed Operations Aggregate | $2,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Bodily Injury and Property Damage—Each Occurrence | $1,000,000 |


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J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

| **Automobile Liability** | **Policy limits of not less than:** |
|---|---|
| **Bodily Injury** | |
| Each Person | $1,000,000 |
| Each Accident | $1,000,000 |
| **Property Damage** | |
| Each Accident | $1,000,000 |
| **[or]** | |
| **Combined Single Limit** | |
| Combined Single Limit (Bodily Injury and Property Damage) | $1,000,000 |

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| **Excess or Umbrella Liability** | **Policy limits of not less than:** |
|---|---|
| Each Occurrence | $5,000,000 |
| General Aggregate | $5,000,000 |

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**[specify amount]** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

| **Contractor's Pollution Liability** | **Policy limits of not less than:** |
|---|---|
| Each Occurrence/Claim | $10,000 |
| General Aggregate | $10,000 |


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N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

| **Contractor's Professional Liability** | **Policy limits of not less than:** |
|---|---|
| Each Claim | $1,000,000 |
| Annual Aggregate | $2,000,000 |

O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

| **Railroad Protective Liability Insurance** | **Policy limits of not less than:** |
|---|---|
| Each Claim | $1,000,000 |
| Aggregate | $2,000,000 |

P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

| **Unmanned Aerial Vehicle Liability Insurance** | **Policy limits of not less than:** |
|---|---|
| Each Claim | $1,000,000 |
| General Aggregate | $2,000,000 |


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6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of $**[amount]**.

5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of $**[amount]**.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.


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8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

City of Seward, Nebraska
Purpose Associates LLC
KCL Engineering
Duranceau Consulting Services, LLC.
Schemmer

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

a. None

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $25,000

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than $10,000 for direct physical loss in any one occurrence.


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**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

*7.02 Supervision and Superintendence*

SC-7.02.B Add the following subparagraph under SC-7.02.B:

A. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

SC-7.03.C Replace the entire paragraph with the following:

C. In the absence of any Federal, state or local laws, regulations or covenants, the Contractor may conduct its performance of the Work at the Contractor's sole discretion, except that the cost of any overtime pay or other expense incurred by Owner for Resident Project Representative, Owner's Representative, and construction observation services, occasioned by the conduct of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day, shall be reimbursed to the Owner by the Contractor.

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.

2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

7.04 Services, Materials, and Equipment

SC-7.04.A. Add the following paragraph under SC-7.04.A:

1. Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. All such modifications shall be subject to approval by Engineer and shall be made by Contractor at no additional cost to Owner.

*7.05 "Or Equals"*

SC-7.05. Add the following subparagraph after SC-7.05.E:

F. Certain items of equipment or supplies may be designated as Base Bid Equipment and proposed substitutions require pre-bid approval by the Engineer. Where the specification or description includes the phrase "pre-approved equivalent", "pre-approved equal", or similar language, only the specified brand of equipment or the specific supplier that is indicated in the specification or that is pre-approved during the bidding period will be allowed.

7.07 *Concerning Subcontractors and Suppliers*

SC-7.07. Delete Paragraph 7.07.D and replace with the following:


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D. Within ten days after the Effective Date of the Agreement, Contractor shall submit to Engineer for review a Subcontractors and Supplier List, with particular information regarding the qualifications of each Subcontractor identified by the Contractor as proposed to perform more than ten percent of the Work. Absent objection by the Owner prior to Commencement of Contract Times, the use of Subcontractors listed by the Contractor will be required in the performance of the work. The Owner shall be notified in writing of any proposed substitute Subcontractor for consideration following the Commencement of Contract Times.

*7.09 Permits*

SC-7.09.A. Add the following subparagraph under paragraph 7.09.A:

1. The Owner will obtain and pay for the necessary Nebraska Department of Environment and Energy Construction Permit.
2. The Contractor shall obtain all local required building permits, but the Owner will waive all permit fees, if any.

*7.10 Taxes*

SC-7.10 Add the following new paragraphs immediately after Paragraph 7.10.A:

B. Owner is exempt from Nebraska state sales taxes and local option sales taxes on all materials and equipment to be incorporated in the work. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

C. The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The listing shall include the Federal Employer Identification Number (FEIN) for the Contractor and each Subcontractor.

*7.16 Submittals*

SC-7.16.A Replace the last sentence of subparagraph 7.16.A.3 with the following:

This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation, otherwise Contractor will not be relieved of the responsibility of executing the Work in accordance with the Contract Documents, even though such Shop Drawings or Samples have been otherwise reviewed.

SC-7.16.A Add the following subparagraph under 7.16.A.3:

a. If a Shop Drawing or Sample, as submitted, indicates a variation from the Contract Requirements as set forth in the Contract Documents and Engineer finds same to be in the interest of Owner and to be so minor as not to involve a change in the Contract Price or time for performance, Engineer may approve the Shop Drawings or Samples; provided however, such departure is slight in nature and does not affect the design concept of the Work.


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SC-7.16.A Add the following subparagraphs after 7.16.A.3.a:

4. Contractor shall submit all Shop Drawings and Samples sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking and to avoid any delay in progress of the Work.

5. Shop Drawings and Sample submittals not conforming to requirements of this Paragraph
7.16.A and the Specifications will be returned to Contractor without action for resubmittal and the resulting delay shall be entirely the responsibility of Contractor.

SC-7.16.B. Add the following subparagraphs under subparagraph 7.16.B.1:

c. Shop Drawings submitted as herein provided by Contractor and reviewed by Engineer for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by Owner.

d. When Shop Drawings are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the drawings and Specifications.

e. For-Information-Only submittals upon which the Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.

SC-7.16.C. Add the following under Paragraph 7.16.C:

9. Engineer's review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:

   a. permitting any departure from the Contract Requirements;

   b. relieving Contractor of the responsibility for any error in details, dimensions or otherwise that may exist in such submittals;

   c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or

   d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

**ARTICLE 8—OTHER WORK AT THE SITE**

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.

1. **Olsson Associates** shall have authority and responsibility for coordination of the various contractors and work forces at the Site;


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2. The following specific matters are to be covered by such authority and responsibility: **Integrator, SCADA Upgrades**;

3. The extent of such authority and responsibilities is: **Integrator, SCADA Upgrades**

(Contact at Olsson: Ryan Allen, 402.341.1116 (office), 402.871.2486 (cell), 2111 S. 67th Street, Suite 200, Omaha, NE 68106)

**ARTICLE 9—OWNER'S RESPONSIBILITIES (NOT MODIFIED)**

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.


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5. *Inspections and Tests*

    a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

    b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

    a. Participate in Engineer's visits regarding Substantial Completion.

    b. Assist in the preparation of a punch list of items to be completed or corrected.

    c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

    d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

**ARTICLE 11—CHANGES TO THE CONTRACT**

*11.07 Change of Contract Price*

SC-11.07.B. Replace subparagraph 11.07.B.2 with the following:

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of extra Work; or


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*11.08 Change of Contract Times*

SC-11.08. Add the following paragraph after paragraph 11.08.B:

C. No extension of the Contract Time will be allowed for additional Work or for claimed delay unless the additional Work contemplated or claimed delay is shown to be on the critical path

of the Project's schedule of construction or Contractor can show by Critical Path Method analysis how the additional Work or claimed delay adversely affects the critical path.

**ARTICLE 12—CLAIMS (NOT MODIFIED)**

**ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

13.03 *Unit Price Work*

SC-13.03 Replace subparagraph 13.03.C. with the following subparagraph:

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to unit price work listed and the cost of incidental work included as a part of the unit price.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK**

14.03 Defective Work

SC-14.03. Add the following new subparagraph immediately after 14.03.F.:

G. The acceptance at any time of materials or equipment by or on behalf of Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality, or not equal to the material or equipment specified, or are not as represented to Engineer or Owner.

**ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

15.01 *Progress Payments*

SC-15.01.B Add the following subparagraphs immediately after subparagraph 15.01.B.4.

5. Contractor's Application for Progress Payment shall be prepared on the form provided in the Contract Documents. The Application for Progress Payment shall reflect the total value of stored materials and equipment, the value of the work completed based on the Schedule of Values provided in Paragraphs 2.03 and 2.05 of the General Conditions, retainage, previous amounts paid, and the net amount due.


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6. The Owner will consider payment of the Contractor's Applications for Progress Payments at its first regular City Council meeting of each month. This regular meeting date shall be considered "the date established for each progress payment" in the application of the time frames established for submittal of Application for Progress Payment by the Contractor and review of Application for Progress Payment by the Engineer in Paragraph 15.01.B. of the General Conditions.

7. Contractor's Applications for Payment shall be accompanied by the documentation specified
herein.
   a. *Materials and Equipment*. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment (including any work, labor, or any other services provided for any undelivered materials or equipment).
   b. *Schedules and Data*. During the progress of the Work, each Application for Payment shall be accompanied by Contractor's updated schedule of operations, or progress report, with such shop drawings schedules, procurement schedules, value of material on hand included in the application, and other data specified in Division 1 or reasonably required by Engineer.

SC-15.01.D.1 Delete paragraph 15.01.D.1 in its entirety and replace with the following:

1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

15.03 *Substantial Completion*

SC-15.03.A. Add the following three new subparagraphs under paragraph 15.03.A.:

1. "Substantial Completion" means that the facilities are completed to the point that all facilities, treatment systems, and appurtenances affected by the construction are fully functional and ready for Owner's continuous use as intended, to the satisfaction of the Engineer. All process equipment shall be installed and operational or temporary
   arrangements satisfactory to Owner shall have been made. All performance testing and O&M manuals shall be completed prior to the date of Substantial Completion.

2. Portions of the Work not essential to facility operation, which can be completed without interruption of facility operation, may be completed after the Work is accepted as substantially complete, and may include the following items: paving, sidewalk, surface restoration, fencing, landscaping and cleanup.

SC-15.03.B. Add the following subparagraph under Paragraph 15.03.B.:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be


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paid by Contractor to Owner who will reimburse the Engineer. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

*15.06 Final Payment*

SC-15.06 Replace paragraph 15.06.E. with the following:

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor after 31 days after final acceptance of the completed contract by resolution of the City Council.

*15.06 Waiver of Claims*

SC-15.07 Replace paragraph 15.07.B. with the following:

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner and/or Engineer other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be two (2) years after Substantial Completion.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION (NOT MODIFIED)**

**ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for


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Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.


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H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

**ARTICLE 18—MISCELLANEOUS**

18.08 *Assignment of Contract*

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

B. The contract dated _____ between Owner as "buyer" and _____ as "seller" for procurement of goods and special services ("procurement contract") is hereby assigned to Contractor by Owner, and Contractor accepts such assignment. A form documenting the assignment is attached as an exhibit to this Contract (attach Exhibit A of Procurement Agreement).

1. This assignment will occur on the effective Date of this Contract, and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract.

2. Upon assignment, the "seller" will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller's performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.

3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.

4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to "buyer" and "seller" under the procurement contract will cease upon the assignment to Contractor.


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# ADDENDUM NO. 1

PROJECT: 2024 REVERSE OSMOSIS IMPROVEMENTS.
SEWARD, NEBRASKA, 2024

DATE OF ADDENDUM: JULY 23, 2024

TO: ALL PLAN HOLDERS AND BIDDERS

This addendum is issued by Purpose Associates to all known individuals, firms, or corporations who have obtained or received bidding documents and contract documents for the above project. The Bidding Requirements and Contract Documents have been revised for the above referenced project and are modified as described below. This addendum is hereby made part of the bidding documents or contract documents, as appropriate. Bidders are required to acknowledge receipt of this addendum in the appropriate space on the bid form.

**Clarifications and Answers to Questions**

A. **Regarding the required Bidder Qualification Statement with supporting data, as noted in the Bid Form Article 2.01.D: The Bidder Qualification Statement has no pre-set format but should include a description of the contractor's company, the type of work the company engages in, years that the company has been active, a list and description of several projects of similar type and size to the current project, references for previous projects (including contact information), other information the contractor may feel is relevant in demonstrating their qualifications to perform this work.**
B. **Regarding the work shown and described on sheet P121, involving removal of the masonry facade covering a structural beam: Note that an existing conduit is coming up from the floor, close to the existing facade, and shall be modified by the Contractor to be flush with the floor to avoid a tripping hazard. Furthermore, note that any floor exposed by the removal of the facade shall be coated to match as closely as possible the existing floor coating. The city will attempt to provide relevant information to allow for matching the coating during the Shop Drawing review process. At this time, contractors shall assume the coating shall be in accordance with Specification Section 09 96 00, paragraph 3.4.F. Note that coatings shall also be required for any concrete pads or footings that may be installed.**
C. **Concrete pads or footings for the new RO skids shall be installed according to manufacturer recommendations. See Harn RO's bid documents for current preliminary understanding of their requirements, which will be refined during Shop Drawing review.**
D. **The anticipated date of award and notice to proceed is August 6, 2024, during the pre-scheduled City Council meeting.**
E. **In addition to Substantial Completion and Final Completion schedule requirements, please refer to the schedule requirements in Article 2 of the Owner Agreement as part of the**

**Procurement documents. For example, these note that shop drawings shall be submitted as soon as possible and within seven (7) weeks after the contract times commence. Furthermore, it notes that purchasing and fabrication of equipment shall commence as soon as possible after shop drawing approval. Moreover, the equipment shall be delivered to the site as soon as possible, to allow for meeting the Substantial and Final completion dates, but delivery shall be no later than March 1, 2025. All such schedule requirements in the procurement documents will apply to and become the responsibility of the General Contractor as the procurement contract will be assigned to the General Contractor; however, ultimately the Substantial and Final Completion dates must be met to satisfy the contract and avoid liquidated damages.**

F. **To the best of the Engineer's knowledge, American Iron and Steel requirements, prevailing wage, minority usage, BABA, or other such requirements that may be common of SRF or similarly funded projects do not apply to this project.**

G. **Electronic bids will not be accepted. Refer to the Instructions to Bidders for instructions on how to either Mail in bids or physically drop them off at City Hall (Note that the mailing address is not City Hall). Given that electronic submissions are not accepted, information in electronic format (such as excel formats) shall not be possible.**

H. **Regarding Controls coordination with SCADA upgrades as noted in multiple locations in the bid documents (e.g. Supplementary Conditions Article 8.02, specification section 01 11 00.1, specification section 25 51 00), the contractor shall coordinate with Olsson and Harn RO to provide a complete and operable system. To the best of the Engineer's knowledge, existing conduit is already installed for controls wiring (see attachments to the bid documents including 2003 facility construction plans. The accuracy of these drawings has not been verified by the engineer and information relied upon by the General Contractor shall be field verified.). Any additional wiring that may be needed is the responsibility of the contractor. If the existing controls conduit is found during the course of construction to be inadequate to meet the project needs and it is determined that additional conduit must be installed for the purpose of Controls, a Change Order will be considered for such work. Therefore, the cost of installing additional conduit for controls should not be included in the current bid.**

I. **Specification section 01 33 00.1 paragraph 1.3.B.3 notes that, for some projects, an allowance may be included in the bid form for submittal review software (e.g. Newforma ConstructEX). For this project, the cost of Newforma ConstructEX will be paid by the city directly and its cost shall not be included in the bid.**

All other requirements of the Plans, Specifications and Contract Documents remain in effect. This addendum shall be attached to and made a part of the Plans, Specifications and Contract Documents and receipt shall be acknowledged by the Bidder on the Proposal submitted.

END OF ADDENDUM NO. 1

Signed by: Adib Amini, Ph.D., PE, ENV SP, BCEE
Date: July 23, 2024

# ADDENDUM NO. 2

| | |
|---|---|
| PROJECT: | 2024 REVERSE OSMOSIS IMPROVEMENTS.<br>SEWARD, NEBRASKA, 2024 |
| DATE OF ADDENDUM: | JULY 25, 2024 |
| TO: | ALL PLAN HOLDERS AND BIDDERS |

This addendum is issued by Purpose Associates to all known individuals, firms, or corporations who have obtained or received bidding documents and contract documents for the above project. The Bidding Requirements and Contract Documents have been revised for the above referenced project and are modified as described below. This addendum is hereby made part of the bidding documents or contract documents, as appropriate. Bidders are required to acknowledge receipt of this addendum in the appropriate space on the bid form.

**Part I – Bidding Requirements**

**A. Revise EJCDC C-800 Supplementary Conditions of the Construction Contract**

**1. Article 6 – Bonds and Insurance.**

**i. Delete 6.04.G (Coverage for Completion Delays) in its entirety and re-letter subsequent paragraphs of 6.04 accordingly**

**Clarifications and Answers to Questions**

**A. The cost of pre-procured equipment from Harn RO should <u>not</u> be included in the General Contractor's bid price. After the bid, the procurement contract will be "assigned" to the General Contractor who is awarded this bid contract.**

All other requirements of the Plans, Specifications and Contract Documents remain in effect. This addendum shall be attached to and made a part of the Plans, Specifications and Contract Documents and receipt shall be acknowledged by the Bidder on the Proposal submitted.

END OF ADDENDUM NO.

Signed by: Adib Amini, Ph.D., PE, ENV SP, BCEE
Date: July 25, 2024

# 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.


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## 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


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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.


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d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


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**BIDDER hereby submits this Bid as set forth above:**

**Bidder:**

Eriksen Construction Co., Inc.
*(typed or printed name of organization)*

By: [signature]
*(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: [signature]
*(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


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## 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 26th 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 26th 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

John N. Albin
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)

| **Bidder** | **Surety** |
|---|---|
| **Name:** Eriksen Construction Co., Inc.<br>**Address** *(principal place of business)*:<br>P.O. Box 610<br>Blair, NE 68008 | **Name:** Inland Insurance Company<br>**Address** *(principal place of business)*:<br>P.O. Box 80468<br>Lincoln, NE 68501 |
| **Owner**<br>**Name:** **City of Seward, Nebraska**<br>**Address** *(principal place of business)*:<br>**537 Main St, Seward, NE 68434** | **Bid**<br>**Project** *(name and location)*:<br>**Procurement of Reverse Osmosis Equipment**<br>**2024 Reverse Osmosis Improvements**<br>**City of Seward**<br>**Seward, Nebraska**<br>**Bid Due Date:** July 26, 2024 |

**Bond**

**Penal Sum:** Five Percent (5%) of Amount Bid

**Date of Bond:** 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.

| Bidder | Surety |
|---|---|
| Eriksen Construction Co., Inc.<br>*(Full formal name of Bidder)* | Inland Insurance Company<br>*(Full formal name of Surety) (corporate seal)* |
| By: _____<br>*(Signature)* | By: _____<br>*(Signature) (Attach Power of Attorney)* |
| Name: Jennifer Eriksen<br>*(Printed or typed)* | Name: Jacqueline L. Drey<br>*(Printed or typed)* |
| Title: President | Title: Attorney-in-Fact |
| Attest: _____<br>*(Signature)* | Attest: _____<br>*(Signature)* |
| Name: Terri Pederson<br>*(Printed or typed)* | Name: Joan Leu<br>*(Printed or typed)* |
| Title: Administrative Assistant | Title: Witness |

*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.*

EJCDC® C-430, Bid Bond (Penal Sum Form).
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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.


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# 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."

does hereby make, constitute and appoint

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.

INLAND INSURANCE COMPANY

Carol J. Clark
Secretary/Treasurer

By Curtis L. Hartter President

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska }
County of } ss. Lancaster

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, Articl 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

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2026

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.

Director

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

7. Consideration to Approve an Agreement with Broken Arrow Excavating LLC for the Wastewater Treatment Facility Improvements Soil Surcharge Project in the Amount of $506,600 - City Engineer Oneby

**DOCUMENT 00 52 00**

**STANDARD FORM OF AGREEMENT**
**BETWEEN OWNER AND CONTRACTOR**
**ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the CITY OF SEWARD, NEBRASKA

(Owner) and BROKEN ARROW EXCAVATING (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2024 WWTF Soil Surcharge
Seward, NE
SEWAC 163917

## ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Street Improvements.

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before June 30, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 27, 2025.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

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

A. For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

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

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Interest*

All amounts not paid when due shall bear interest at the commercial prime rate in effect on the date the payment becomes due.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of the following:

~~1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).~~

2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).

3. Performance Bond (Document 00 61 13).

4. Payment Bond (Document 00 61 14).

5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).

6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-11, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. The Drawings listed in the index located on Drawings Sheet 1.

9. Exhibits to this Agreement (enumerated as follows).

   a. Contractor's Bid (Document 00 41 00).

   b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).

   c. Certificate of Insurance.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Field Order(s).

    c. Work Change Directive(s).

    d. Change Order(s).

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor 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, and (2) 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.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 9 – MISCELLANEOUS**

9.01 *Terms*

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

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

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

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

This Agreement will be effective on AUGUST 6, 2024 (which is the Effective Date of the Contract).

OWNER:

CITY OF SEWARD, NEBRASKA

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

537 Main Street

Seward, NE 68434

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

CONTRACTOR:

BROKEN ARROW EXCAVATING

By: Melissa A. Pierce

Title: Owner

[CORPORATE SEAL]

Attest: Beth Maple

Title: VP Compliance, UnionBank & Trust

Address for Giving Notices:

781 168th

Pleasant Dale, NE 68423

License No. _____
(Where Applicable)

Agent for service of process: _____

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

Designated Representative:

Name: Steven Pierce

Title: Owner / Manager

Address 781 168th
Pleasant Dale, NE 68423

Phone: (402) 525-8453

Email: ~~brokenarrowexcavating~~
brokenarrowexcavating1@gmail.c

**END OF DOCUMENT**



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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# PERFORMANCE BOND

**Bond #: GRNE66597**

| | |
|---|---|
| **Contractor**<br>Name: **Broken Arrow Excavating, LLC**<br>Address *(principal place of business)*:<br>**781 168th**<br>**Pleasant Dale, NE 68423** | **Surety**<br>Name: **Granite Re, Inc.**<br>Address *(principal place of business)*:<br>**14001 Quailbrook Drive,**<br>**Oklahoma City, OK 73134** |
| **Owner**<br>Name: **City of Seward**<br>Mailing address *(principal place of business)*:<br>**537 Main Street**<br>**Seward, NE 68434** | **Contract**<br>Description *(name and location)*:<br>**SBR and Operations Building Soil Surcharge Seward, NE**<br>Contract Price: **$506,600.00**<br>Effective Date of Contract: **August 6, 2024** |

**Bond**

Bond Amount: **$506,600.00**

Date of Bond: **August 16, 2024**

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| **Broken Arrow Excavating, LLC**<br>*(Full formal name of Contractor)* | **Granite Re, Inc.**<br>*(Full formal name of Surety) (corporate seal)* |
| By: Melissa A Pierce<br>*(Signature)* | By:<br>*(Signature)(Attach Power of Attorney)* |
| Name: Melissa A Pierce<br>*(Printed or typed)* | Name: **Kenneth D. Whittington**<br>*(Printed or typed)* |
| Title: Owner | Title: **Attorney-in-Fact** |
| Attest: Beth Kapke<br>*(Signature)* | Attest:<br>*(Signature)* |
| Name: Beth Kapke<br>*(Printed or typed)* | Name: **Kyle McDonald**<br>*(Printed or typed)* |
| Title: VP Compliance, Union Bank & Trust | Title: **Assistant Secretary** |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

      5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

      5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in


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whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

    7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

    7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

    7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.


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14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:


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# PAYMENT BOND

**Bond #: GRNE66597**

| **Contractor** | **Surety** |
|---|---|
| Name: **Broken Arrow Excavating, LLC**<br>Address *(principal place of business)*:<br>**781 168th**<br>**Pleasant Dale, NE 68423** | Name **Granite Re, Inc.**<br>Address *(principal place of business)*:<br>**14001 Quailbrook Drive**<br>**Oklahoma City, OK 73134** |
| **Owner** | **Contract** |
| Name: **City of Seward**<br>Mailing address *(principal place of business)*:<br>**537 Main Street**<br>**Seward, NE 68434** | Description *(name and location)*:<br>**SBR and Operations Building Soil Surcharge**<br>**Seward, NE**<br><br>Contract Price: **$506,600.00**<br><br>Effective Date of Contract: **August 6, 2024** |

**Bond**

Bond Amount: **$506,600.00**

Date of Bond: **August 16, 2024**

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| **Broken Arrow Excavating, LLC**<br>*(Full formal name of Contractor)* | **Granite Re, Inc.**<br>*(Full formal name of Surety) (corporate seal)* |
| By: _____<br>*(Signature)* | By: _____<br>*(Signature)(Attach Power of Attorney)* |
| Name: Melissa A. Pierce<br>*(Printed or typed)* | Name: **Kenneth D. Whittington**<br>*(Printed or typed)* |
| Title: | Title: **Attorney-in-Fact** |
| Attest: _____<br>*(Signature)* | Attest: _____<br>*(Signature)* |
| Name: Beth Kapke<br>*(Printed or typed)* | Name: **Kyle McDonald**<br>*(Printed or typed)* |
| Title: VP Compliance, Union Bank & Trust | Title: **Assistant Secretary** |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

   5.1. Claimants who do not have a direct contract with the Contractor

      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2. Pay or arrange for payment of any undisputed amounts.

   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all


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funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

        16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

        16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

        16.1.7. The total amount of previous payments received by the Claimant; and

        16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute


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against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows:


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# GRANITE RE, INC.
# GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

## GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this August 16, 2024.

Kyle P. McDonald, Assistant Secretary

GR-40 Ed. 06-24

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

*a.* A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the


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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

*d.* A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the


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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.


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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.


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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.


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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.


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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2—PRELIMINARY MATTERS**

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work


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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.


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## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility


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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.


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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the


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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.


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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.


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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment


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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.


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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in


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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;


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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown


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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures


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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special


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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or


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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by


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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.


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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);


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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against


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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.


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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.


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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;


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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.


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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.


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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.


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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.


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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.


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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.


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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.


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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will


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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.


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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or


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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.


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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

**ARTICLE 8—OTHER WORK AT THE SITE**

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.


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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.


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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.


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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.


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## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.


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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.


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## ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.


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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:


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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
   1. A mutually acceptable fixed fee; or
   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
      c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.


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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change


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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12—CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge


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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or


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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are


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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.


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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change


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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision


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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

## ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.


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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,


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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,


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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation


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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.


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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;


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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time


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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without


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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.


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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,


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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.


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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,


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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The


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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18—MISCELLANEOUS**

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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


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18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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**DOCUMENT 00 73 00**

**SUPPLEMENTARY CONDITIONS**

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

**SC-2.02 Copies of Documents**

Delete Paragraph 2.02.A in its entirety and insert the following:

A. Owner shall furnish to Contractor 2 printed copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished on request at the cost of reproduction.

**SC-4.03 Reference Points**

Add a new paragraph immediately after Paragraph 4.03.A to read as follows:

B. Reference points from which Contractor shall be responsible for laying out the Work are included on the project drawings.

**SC-5.03 Subsurface and Physical Conditions**

Add the following new paragraph(s) immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Report dated May 19, 2023, prepared by SEH, Inc, titled: Geotechnical Investigation – Wastewater Treatment Plant Facility Improvements , consisting of 16 pages.
2. Report dated November 21, 2022, prepared by Thiele Geotech Inc, titled: Geotechnical Exploration Data Report – Seward WWTF Improvements, consisting of 66 pages. This Report is treated as an appendix to the Report dated May 19, 2023.
3. The Technical Data contained in these reports upon which Contractor may rely are those indicated in the definition of Technical Data in the General Conditions.

D. Copies of reports and drawings identified in SC-5.03.C are included with the Bidding Documents as Document 00 31 32.

**Commented [CM1]:** Update with corrected geotech information

**Commented [BK2]:** confirmed

**SC-5.05.A Underground Facilities**

Delete Paragraph 5.05.A.1 in its entirety and insert the following in its place:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data. All responsibility for the accuracy and completeness thereof is expressly disclaimed; and

**SC-5.05.A Underground Facilities**

Delete Paragraph 5.05.A.2.b in its entirety and insert the following:

b. locating all existing Underground Facilities shown or indicated in the Contract Documents in advance of excavating or trenching, by contacting the Owners thereof and prospecting;

**SC-5.05.A Underground Facilities**

Add the following paragraphs immediately after Paragraph 5.05.A.2.d:

e. The Contractor shall use his own information and shall not rely solely upon information shown on the drawings concerning existing underground installations.

f. Any delay, additional work, or extra cost to the Contractor caused by locating existing underground facilities not shown on the plans shall not constitute a claim for extra work, additional payment, or damages.

**SC-5.06 Hazardous Environmental Conditions**

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

**SC-6.01 Performance, Payment and Other Bonds**

Amend Paragraph 6.01.A by adding the following language at the end of the first sentence:

The Performance Bond and Payment Bond shall guarantee faithful performance and the payment of all bills and obligations arising from the performance of the contract. Such bonds shall be conditioned upon the faithful performance of all the terms and conditions of the Contract Documents, including the holding harmless of Owner,

and including the making good of any and all guarantees which the Contract Documents may require; and such bonds shall be further conditioned upon the payment of all laborers and materialmen who provide labor, materials, etc., actually used or rented in the performance of the contract, including insurance premiums and interest. Such bonds shall be approved by Owner.

**SC-6.02 Insurance – General Provisions**

Add the following paragraphs immediately after Paragraph 6.02.J:

K. Contractor shall not commence work under this contract until all insurance required under this section has been obtained, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained.

L. All certificates of insurance shall be filed with Owner on the standard ACORD CERTIFICATE OF INSURANCE form, or a similar form if acceptable to the Owner, showing the specific limits and provisions of insurance coverage required by the Contract Documents. In addition, Contractor shall provide Owner and Engineer prompt written notice should any required insurance be cancelled, non-renewed, materially changed or coverage or limits reduced for any reason. Owner will deliver to Contractor evidence of insurance required of Owner, but only if specifically requested in writing by Contractor.

**SC-6.03 Contractor's Insurance**

Add the following new paragraph immediately after Paragraph 6.03.C.5:

D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation and related coverages under Paragraphs 6.03 of the General Conditions:

| | | |
|---|---|---|
| a. | State: | Statutory |
| b. | Federal, if applicable (e.g., Longshoreman's): | Statutory |
| c. | Employer's Liability: | |
| | 1) Bodily injury, each accident | $1,000,000 |
| | 2) Bodily injury by disease, each employee | $1,000,000 |
| | 3) Bodily injury/disease, aggregate | $1,000,000 |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products - Completed Operations Aggregate | $1,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |
| e. | Fire Damage Limit (any one fire) | $50,000 |
| f. | Medical Damage Limit (any one person) | $5,000 |

g. The insurance must include the following features:
   1) Coverage shall be on an occurrence form and not claims made.
   2) Coverage for all premises and operations. Policy shall be endorsed to provide the aggregate per project endorsement.
   3) Personal and advertising injury.
   4) Operations by independent Contractors.
   5) If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such

policy will include coverage for work done within 50 feet of a railroad right of way.

6) Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage)
7) Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
8) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
9) Products and completed operations shall be maintained for duration of work, and shall be further maintained for a minimum period of 2 years after final acceptance and payment, unless modified in the Special Provisions.
10) Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
11) Broad form blanket contractual liability to be included.
12) Policy shall include a waiver of subrogation in favor of Owner and Engineer.

3. Automobile Liability under Paragraph 6.03.C of the General Conditions:

   a. Automobile liability insurance, which shall be at least as broad as and no less restrictive than ISO form CA 0001, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident. Insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted as it applies to managerial and supervisory employees. Policy shall provide auto cargo pollution endorsement (ISO CA 99 48, or equivalent), if requested in special provisions. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

4. Excess or Umbrella Liability:

   a. General Aggregate $2,000,000

   b. Each Occurrence $2,000,000

5. Contractor's Pollution Liability:

   a. Each Occurrence $1,000,000

   b. General Aggregate $1,000,000

6. Additional Insureds: In addition to Owner and Short Elliott Hendrickson Inc., include as additional insureds the following:

   a. None.

**SC-6.05 Property Losses; Subrogation**

Delete Paragraph 6.05.A in its entirety and substitute the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

   1. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, members, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee.

   2. be written on a Builder's Risk/Installation Floater "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to

the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Engineers and Architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. Comply with the requirements of Paragraph 6.05.B of the General Conditions

**SC-7.03 Labor; Working Hours**

Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be specified in Section 01 11 00.

**SC-7.08 Permits**

Add the following to Paragraph 7.08.B:

B. The Contractor shall be responsible for acquiring the following permit(s):

1. NEEE NPDES Permit for Storm Water Discharges from Construction Sites (Construction Storm Water).

   The Contractor shall be solely responsible for implementing and maintaining all measures of this permit. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless Owner, Engineer, and Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Contractor's failure to comply with the conditions and requirements of these permits.

**Commented [CM3]:** What about NPDES construction stormwater permit?

**Commented [BK4]:** yes

**SC-10.03 Resident Project Representative**

Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. The RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison*:

    a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples*:

    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work*:

    a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

    b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups*:

    a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. *Records*:

    a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. *Reports*:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the Work.

D. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

**SC-15.01.B Applications for Payments**

Add the following language at the end of Paragraph 15.01.B.1:

Supporting documentation to accompany each Application for Payment shall include:

a. Updated Project Schedule.

b. Updated list showing current status of submittals.

c. Documentation showing payment by Contractor for materials and/or equipment stored.

d. Documentation showing insurance coverage for materials and/or equipment stored.

**SC-15.01.C Review of Applications**

Delete Paragraph 15.01.C.1 in its entirety and insert the following:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

**SC-15.03 Substantial Completion**

Add a new paragraph immediately after Paragraph 15.03.A which reads as follows:

1. For this Work, Substantial Completion is further defined as follows:

   a. The completion of the placement and compaction of embankment soils to the top elevation as noted in the Plans to allow for the start of the monitoring period, and;

**SC-15.03 Substantial Completion**

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**SC-15.05 Final Inspection**

Add the following language after the second sentence of Paragraph 15.05.A:

If, after such measures are taken, subsequent inspections by Engineer reveal that any of the previously identified particulars remain incomplete or defective, Engineer will again notify Contractor in writing of the remaining particulars. All costs associated with any subsequent inspections in which said remaining particulars are revealed, will be documented by Engineer and paid by Contractor to Owner.

**SC-15.08 Correction Period**

Delete Paragraph 15.08.A in its entirety and insert the following in its place:

A. If within two years after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then

Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

**SC-17.01 Methods and Procedures**

Delete Paragraph 17.01.B in its entirety and insert the following in its place:

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, the Owner shall have the right, within its sole discretion, to choose one of the following dispute resolution processes and Contractor shall submit to and be bound by the process chosen by the Owner:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
2. submit the dispute to a court of competent jurisdiction in the state in which the Project is located; or
3. agree with the Contractor to submit the dispute to another dispute resolution process.

**SC-18 Miscellaneous**

Add the following paragraphs immediately after Paragraph 18.08:

**SC-18.09 Historical or Archaeological Deposits**

A. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner who shall notify the State, c/o Nebraska Historical Society, State Preservation Officer, P.O. Box 82554, Lincoln, Nebraska 68508, Toll Free (800) 833-6747. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a notice to proceed only after the state official has surveyed the find and make a determination to the Owner. Compensation to the Contractor, if any, for lost time or change in construction to avoid the find, shall be determined in accordance with changed site conditions or change order provisions of the specifications.

**SC-18.10 Record Drawings**

A. The Contractor shall keep one copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Project with final Application for Payment.

**SC-18.11 Liquidated Damages**

A. Should Contractor fail to achieve milestones, Substantial Completion or Final Completion of the Work within the periods of time stipulated in the Agreement, Contractor shall pay to Owner, as liquidated damages and not as a penalty, the amounts stipulated in the Agreement per day of delay unless Contract Time is extended by Owner. Owner shall deduct the liquidated damages from the Contractor's Final Payment; rates shall be as stated in the Agreement.

**SC-18.12 Underground Installations**

A. Existing underground installations such as water mains, sewers, telephone lines, power lines, and buried structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered

by the Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

B. The Contractor shall be solely responsible for locating all existing underground installations in advance of excavating or trenching, by contacting the Owners thereof and prospecting.

C. The Contractor shall use his own information and shall not rely solely upon information shown on the drawing concerning existing underground installations.

D. Any delay, additional work, or extra cost to the Contractor caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

**SC-18.13 Compliance with the Migratory Bird Treaty Act**

A. This Federal Act (16 U.S.C. 703-712: Ch. 128 as amended) makes illegal those construction activities that kill (take) migratory birds or destroys eggs, young or active nests. The construction Contractor should make reasonable effort to avoid occupied bird nests with eggs or young during clearing and grubbing of trees or trenching and backfilling or other construction activities. Although the provisions of the MBTA are applicable year-round, most migratory bird nesting activity in Nebraska occurs during the period April 1 to July 15. However, some migratory birds are known to nest outside of the aforementioned primary nesting season period. Raptors can be expected to nest in woodland habitats during February 1 through July 15. Sedge wrens, which occur in some wetland habitats normally, nest from July 15 to September 10. If the construction may result in the taking of nesting migratory birds, U.S. Fish and Wildlife Service (USFWS) recommends that the construction Contractor arrange to have a qualified biologist conduct a field survey of the affected habitats. The USFWS's Nebraska Field Office should be contacted immediately for further guidance if a field survey identifies the existence of one or more active bird nests, which cannot be avoided by the planned construction activities. Adherence to these guidelines will help to avoid the unnecessary take of migratory birds and the possible need for law enforcement action. The USFWS address and phone number is the following:

**United States Department of the Interior**
**Fish and Wildlife Service**
**Nebraska Field Office**
**203 West Second Street**
Grand Island, NE 68801
**(308) 382-6468**
**E-mail: john_cochnar@fws.gov**

***Ground Nesting Birds in Nebraska covered by MBTA:***
**Lark Buntings** (Calamospiza melanocorys), nest beneath shrubs or bunch grasses[1]
**McCown's Longspurs** (Calcarius mccownii), nest in sparse ground cover[1]
**Horned Larks** (Eremophilia alpestris), nest in sparse ground cover[1]
**Grasshopper Sparrow** (Ammodramus savannarum), [2]
**Western Meadowlark** (Sturnella neglecta), [2]
**Dickcissel** (Spiza americana), CRP[3]
**Brown-headed cowbird** (Molothrus ater), CRP[3]
**Red-winged blackbird** (Agelaius phoeniceus), CRP[3]
**Common yellowthroat** (Geothlypis trichas), CRP[3]
**Sedge wren** (Cistothorus platensis), CRP[3]
**Bobolink** (Dolichonyx oryzivorus), CRP[3]
**Mourning dove** (Zenaida macroura), CRP[3]
**Piping plover** (Charadrius melodus), Endangered Species
**Interior least tern (**Sterna antillarum), Endangered Species
**Sandhill crane** (Grus Canadensis)
**Whooping crane** (Grus Americana), Endangered Species

Above Ground Nesting Birds (Raptors) in Nebraska covered by MBTA
**Bald Eagle** (Haliaeetus leucocephalus) Threatened Species
**Peregrine Falcon (**Falco peregrine)
**Red-tailed Hawk** (Buteo jamaicensis)

**FOR THE FULL COMPREHENSIVE LIST OF BIRDS COVERED BY MBTA SEE:**
**http://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php**


1. With, K.A. & D.R. Webb, Microclimate of Ground Nests: The relative Importance of Radiative Cover and Wind Breaks for Three Grassland Species, The Condor 95:401-413, 1993.
2. Nebraska Games and Parks Website (2005)
3. D. H. Johnson, USGS Report: Grassland Bird Use of Conservation Reserve Program Fields in the Great Plains, (701) 253-5539 http://www.npwrc.usgs.gov/resource/birds/glbuse/glbuse.pdf


**END OF DOCUMENT**

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

| | | | | | 1 BROKEN ARROW | |
|---|---|---|---|---|---|---|
| ITEM | CODE | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL |
| **BASE BID** | | | | | | |
| 1 | 0003.68 | 250.00 | LIN FT | MOVEABLE BARRIER SYSTEM | $50.00 | $12,500.00 |
| 2 | 0005.01 | 1.00 | LUMP SUM | TRAFFIC CONTROL | $1,500.00 | $1,500.00 |
| 3 | 0030.00 | 1.00 | LUMP SUM | MOBILIZATION | $12,000.00 | $12,000.00 |
| 4 | 1010.01 | 785.00 | CU YD | EXCAVATION (ESTABLISHED QUANTITY) | $4.50 | $3,532.50 |
| 5 | 1110.99 | 337.00 | LIN FT | REMOVE AND SALVAGE FENCE | $8.50 | $2,864.50 |
| 6 | 1030.02 | 15,750.00 | CU YD | EMBANKMENT FOR SURCHARGE (ESTABLISHED QUANTITY) | $21.00 | $330,750.00 |
| 7 | 1117 | 1.00 | EACH | REMOVE MANHOLE | $500.00 | $500.00 |
| 8 | 1995 | 1.00 | EACH | STABILIZED CONSTRUCTION EXIT | $2,500.00 | $2,500.00 |
| 9 | 2015.02 | 50.00 | CY | CRUSHED ROCK BEDDING | $70.00 | $3,500.00 |
| 10 | 4764.12 | 135.00 | LIN FT | 12" NONPERFORATED P.V.C. PIPE UNDERDRAIN | $30.00 | $4,050.00 |
| 11 | 7110 | 320.00 | LIN FT | TEMPORARY FENCE | $1.50 | $480.00 |
| 12 | L003.51 | 1,100.00 | SQ YD | SEEDING | $3.60 | $3,960.00 |
| 13 | L010.99 | 950.00 | SQ YD | TEMPORARY EROSION CONTROL BLANKET | $5.00 | $4,750.00 |
| 14 | L021.70 | 6.00 | EACH | AREA INLET PROTECTION | $500.00 | $3,000.00 |
| 15 | L022.11 | 425.00 | LIN FT | FABRIC SILT FENCE, LOW POROSITY | $7.00 | $2,975.00 |
| 16 | L022.66 | 1.00 | LUMP SUM | SEDIMENT TRAP | $1,800.00 | $1,800.00 |
| 17 | L022.83 | 400.00 | LIN FT | SILT CHECK, TYPE 2-HIGH | $11.00 | $4,400.00 |
| 18 | W200.04 | 17.00 | POUNDS | DUCTILE IRON FITTINGS, M.J. | $14.00 | $238.00 |
| 19 | W205.06 | 13.00 | LIN FT | 6" WATER MAIN PIPE | $80.00 | $1,040.00 |
| 20 | W205.08 | 10.00 | LIN FT | 8" WATER MAIN PIPE | $95.00 | $950.00 |
| 21 | W219.72 | 1.00 | EACH | 6" GATE VALVE AND BOX | $2,500.00 | $2,500.00 |
| 22 | W221.97 | 1.00 | EACH | FIRE HYDRANT | $7,500.00 | $7,500.00 |
| 23 | W724.75 | 1.00 | EACH | CONNECT TO WATER MAIN | $3,000.00 | $3,000.00 |
| 24 | W800.05 | 1.00 | EACH | REMOVE GATE VALVE AND BOX | $1,400.00 | $1,400.00 |
| 25 | W800.21 | 13.00 | LIN FT | REMOVE WATER MAIN PIPE | $90.00 | $1,170.00 |
| 26 | W800.35 | 2.00 | EACH | REMOVE HYDRANT ASSEMBLY | $1,500.00 | $3,000.00 |
| 27 | N/A | 199.00 | LIN FT | REMOVE PIPE SEWER (STORM) | $15.00 | $2,985.00 |

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

| | | | | | 1 BROKEN ARROW | |
|---|---|---|---|---|---|---|
| **ITEM** | **CODE** | **QUANTITY** | **UNIT** | **DESCRIPTION** | **UNIT COST** | **TOTAL** |
| 28 | N/A | 1.00 | EACH | REMOVE PIPE GATE (STORM) | $1,500.00 | $1,500.00 |
| 29 | N/A | 3.00 | EACH | CONNECT TO EXISTING STORM SEWER | $1,500.00 | $4,500.00 |
| 30 | N/A | 118.00 | LIN FT | 18" PVC SDR 35 STORM SEWER | $110.00 | $12,980.00 |
| 31 | N/A | 1.00 | LUMP SUM | PATCH GRAVEL ROAD | $1,200.00 | $1,200.00 |
| 32 | N/A | 1.00 | EACH | CONSTRUCT DRAINAGE STRUCTURE | $15,000.00 | $15,000.00 |
| 33 | N/A | 2.00 | EACH | ADJUSTING RING FOR MANHOLE CASTING (STORM) | $4,500.00 | $9,000.00 |
| 34 | N/A | 1.00 | EACH | INSTALL CASTING ASSEMBLY | $2,500.00 | $2,500.00 |
| 35 | N/A | 1.00 | EACH | EXTERNAL MANHOLE SEAL (STORM) | $800.00 | $800.00 |
| 36 | N/A | 480.00 | LIN FT | CONSTRUCT SWALE | $5.00 | $2,400.00 |
| 37 | N/A | 4.00 | EACH | INSTALL AND MONITOR SETTLEMENT PLATE | $750.00 | $3,000.00 |
| 38 | N/A | 5,950.00 | SQ YD | (TEMPORARY) POLY COVERING, REINFORCED (6 MIL) | $2.50 | $14,875.00 |
| | | | | **TOTAL BASE BID** | | **$486,600.00** |
| **ALLOWANCE** | | | | | | |
| 39 | N/A | 1.00 | LUMP SUM | MAINTENANCE AND RESTORATION OF HAUL ROAD | $20,000.00 | $20,000.00 |
| | | | | **GRAND TOTAL BID** | | **$506,600.00** |

X:\PT\S\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**

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### 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.




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**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 |



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| 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.



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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;



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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.)



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**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 PleasantDale, NE 68423

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

Submitted on 7/25[redacted], 2024.

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

**END OF DOCUMENT**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 | CONTACT NAME: CLIENT CONTACT CENTER<br>PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664<br>E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM |
| | INSURERS AFFORDING COVERAGE — NAIC # |
| | INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 |
| INSURED<br>BROKEN ARROW EXCAVATING, LLC<br>781 168TH<br>PLEASANT DALE, NE 68423-9059 | INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: 5** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 1895217 | 04/25/2024 | 04/25/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS & COMP/OP ACC | $1,000,000<br>$100,000<br>EXCLUDED<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 1895217 | 04/25/2024 | 04/25/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per Person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per Accident) | $1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION | Y | Y | 1895218 | 04/25/2024 | 04/25/2025 | EACH OCCURRENCE<br>AGGREGATE | $2,000,000<br>$2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 1895219 | 04/25/2024 | 04/25/2025 | [X] PER STATUTE [ ] OTHER<br>E.L EACH ACCIDENT<br>E.L DISEASE -EA EMPLOYEE<br>E.L DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**SEE ATTACHED PAGE**

**CERTIFICATE HOLDER**

CITY OF SEWARD
537 MAIN ST
SEWARD, NE 68434-2082

5 1

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R. Zoeve

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| FEDERATED MUTUAL INSURANCE COMPANY | | BROKEN ARROW EXCAVATING, LLC<br>781 168TH<br>PLEASANT DALE, NE 68423-9059 |
| POLICY NUMBER<br>SEE CERTIFICATE # 5.1 | | |
| CARRIER<br>SEE CERTIFICATE # 5.1 | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 5.1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT NO: SEWAC 163917
RE: 2024 WWTF SOIL SURCHARGE SEWARD, NE, 1040 SOUTH COLUMBIA AVE SEWARD, NE.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES CITY OF SEWARD, NE, SHORT ELLIOT HENDRICKSON INC, ENGINEER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AND CONSULTANTS.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, WAIVER OF SUBROGATION ALSO INCLUDES CITY OF SEWARD, NE, SHORT ELLIOT HENDRICKSON INC, ENGINEER AND ITS CONSULTANTS, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH OF THEM.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 60 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR WORKERS COMPENSATION, FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

**A.** Under a written contact or agreement with such person(s) or organization(s); and

**B.** Prior to the "accident" or the "loss."

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

**1.** Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

**2.** With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

**D.** ″Covered pollution cost or expense″ means any cost or expense arising out of:

**1.** Any request, demand, order or statutory or regulatory requirement that any ″insured″ or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of ″pollutants″; or

**2.** Any claim or ″suit″ by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of ″pollutants″.

″Covered pollution cost or expense″ does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ″pollutants″:

**a.** Before the ″pollutants″ or any property in which the ″pollutants″ are contained are moved from the place where they are accepted by the ″insured″ for movement into or onto the covered ″auto″; or

**b.** After the ″pollutants″ or any property in which the ″pollutants″ are contained are moved from the covered ″auto″ to the place where they are finally delivered, disposed of or abandoned by the ″insured″.

Paragraphs **a.** and **b.** above do not apply to ″accidents″ that occur away from premises owned by or rented to an ″insured″ with respect to ″pollutants″ not in or upon a covered ″auto″ if:

**(1)** The ″pollutants″ or any property in which the ″pollutants″ are contained are upset, overturned or damaged as a result of the maintenance or use of a covered ″auto″; and

**(2)** The discharge, dispersal, seepage, migration, release or escape of the ″pollutants″ is caused directly by such upset, overturn or damage.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for ″bodily injury″ and ″property damage″ liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage ″auto″ liability insurance arising out of operation of a covered ″auto″ with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered ″auto″. This exception does not apply if the covered ″auto″ is a ″trailer″ connected to a covered ″auto″ you own.
(2) Your ″employee″ if the covered ″auto″ is owned by that ″employee″ or a member of his or her household.
(3) Someone using a covered ″auto″ while he or she is working in a business of selling, servicing, repairing, parking or storing ″autos″ unless that business is yours.
(4) Anyone other than your ″employees″, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their ″employees″, while moving property to or from a covered ″auto″.
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered ″auto″ owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To ″loss″ which occurs prior to the date of your contract with such person or organization;
2. To ″loss″ arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To ″loss″ for any leased or rented ″auto″ when the lessor or his or her agent takes possession of the leased or rented ″auto″ or the policy period ends, whichever occurs first.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**1.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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**2.** ″Bodily injury″ or ″property damage″ occurring after:

**a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**b.** That portion of ″your work″ out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement you have entered into with the additional insured; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| City of Seward<br>537 Main St<br>Seward, NE 68434-2082 | See IL-F-40-00001 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**
Broken Arrow Excavating, LLC
781 168th
Pleasant Dale, NE 68423-9059

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## IL-F-40-00001 Extension Endorsement

Any coverage provided by this endorsement applies only to Project No: SEWAC 163917, 2024 WWTF Soil Surcharge Seward, NE, 1040 South Columbia Ave Seward, NE. Subject to the terms and conditions of the policy, Additional Insureds also includes City of Seward, NE, Short Elliot Hendrickson Inc, Engineer, and their respective officers, directors, members, partners, employees, and consultants.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| Each construction project as required by written contract or written agreement. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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**Federated Mutual Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

**SCHEDULE**

| **Name and Address of Person(s) Or Organization(s):**<br><br>City of Seward<br>537 Main St<br>Seward, NE 68434-2082 |
|---|
| **Number of days advance notice for any reason other than non-payment of premium:** 60 |
| **Number of days advanced notice for non-payment of premium:** See Common Policy Conditions |

**Insured:** Broken Arrow Excavating, LLC
781 168th
Pleasant Dale, NE 68423-9059

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 04/25/2024 at 12:01 A.M. standard time, forms a part of

Policy No. 1895219

Issued to Broken Arrow Excavating, LLC

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Nicholas R. Zoeve

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, New Hampshire, or New Jersey.

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

# AMENDMENT OF CANCELATION CONDITIONS

This endorsement, effective on 08/14/2024 at 12:01 A.M. standard time, forms a part of

Policy No. 1895219

Issued to Broken Arrow Excavating, LLC

Issued by Federated Mutual Insurance Company

Endorsement No.

_____

Authorized Representative

The Cancelation Condition of this policy is extended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancelation at least **30** days before the effective date of cancelation if we cancel for any reason other than non-payment of premium.

8. Authorization for the Mayor to Sign an Acknowledgment from the Seward County Rural Fire Protection District Relating to Disbursement of Funds for the 2023-24 Fiscal Year - City Administrator Butcher

BLEVENS & DAMMAN
ATTORNEYS AT LAW
129 N. 5th St.
Seward, NE 68434
402-643-3639

Robert I. Blevens
bobblevens@windstream.net

Gregory C. Damman
gregdamman@windstream.net

August 23, 2024

TO: Cities of Seward and Milford, and Villages of Pleasant Dale, Cordova, Beaver Crossing, Utica, Staplehurst, Garland, Bee and Goehner

RE: Balance of 2023-4 payments, and Municipal Budget for 2024-25

Under the fire contract with the Seward County Rural Fire District and each of the foregoing municipalities, tax funds paid for the benefit of your fire departments are to be deposited with the municipal treasurer and deposited into an account for fire department expenses. These funds are NOT to be directly transferred to a fire department checking account which is controlled by the fire department, and must be used only to pay Department claims relating to fire protection which are supported by documentation to be presented by the Department to the municipality, **OR** to reimburse the department for documented fire expenses which have been paid out of non-public funds of the Department. Bills paid from tax funds may not be used for non-governmental purposes such as recognition dinners, flowers for funerals, alcohol, etc. unless specifically allowed under Nebraska law. If the funds are used to reimburse the fire department for legitimate bills paid out of non-public funds, then they may be added to the Department's separate account and lose their character as tax funds. Each municipality must maintain a separate file of the Fire Department claims it has paid by fiscal year, so they can be reviewed by the District or State Auditor upon request.

It has been brought to the Board's attention that some municipalities have not been including funds received from the Rural Fire District in their annual budgets, and some have been paying the fire district tax funds directly to the fire department without supervision or approval of the expenses. This violates the inter-local agreement with the Rural Fire District and also violates Nebraska law. We are making certain that each municipality is in compliance because of a recent audit of one of our department by the State Auditor and we want to be certain we are all on the same page as to how these funds must be handled.

The District is requesting that you sign the attached form which states that your municipality will budget all revenues received from the Seward County Rural Fire District in your annual budget (including that for 2024-25) and follow the procedures for payment of those funds as outlined above. Upon receipt of that form we will forward funds that are currently owing for the 2023-24 year. If you budgeted those funds in last year's budget and approve expenditures as outlined above, these funds may be spent for fire expenses before the end of your budget year or carried over into next year.

I am attaching a listing that shows the amount of funds that are still payable to each municipality for the 2023-24 fiscal year and the projected funds for the 2024-25 budget. If you do not spend those funds in this budget year, then you will need to include those funds in the 2024-25 budget year (budget you are now working on). **In addition,** you will need to include the 2024-25 projected contract payment, state grant and fire training reimbursement in your 2024-25 budget.

The District is still working on how best to deal with the sinking fund distributions and the dilema caused by the excessive cost of fire trucks and rescue vehicles, and how to pay for them. This will likely be handled by some combination of the sinking fund monies coupled with one or more bond issues. Your municipality should budget $300,000 towards fire/rescue equipment in case that comes about next year, but this expenditure will **probably** not occur in the 2024-25 budget year. In the alternative, if it is not included in your 2024-25 budget and comes to fruition during that budget budget year, you may be required to re-open your budget to participate. Inclusion of these funds in your budget only allows you to expend District funds if the Rural Fire District pays them to the municipality and there is no guarantee that they will be so paid.

Finally, the Board has asked that I request a signed statement from the Clerk/Treasurer and Board Chairman/ Mayor of each municipality acknowledging they understand the obligations to budget and the fiscal duties in the expenditure of fire district tax funds it received by the municipality from the District.

I suggest that you also provide a copy of this to your letter to your fire chief and the accountant who prepares your budget. If you have any questions, feel free to contact me by e-mail for by phone.

Sincerely,

Robert I. Blevens

| You will need to budget: | Bal for 2023-4 | Contract 24-5 | Firement Training | 24-5 State Grant | Fire Truck | Total |
|---|---|---|---|---|---|---|
| City of Seward | $ 47,249.55 | $ 40,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 402,657.73 |
| City of Milford | $ 47,249.55 | $ 40,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 402,657.73 |
| Village of Pleasant Dale | $ 47,249.55 | $ 40,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 402,657.73 |
| Village of Cordova | $ 37,249.55 | $ 30,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 382,657.73 |
| Village of Beaver Crossing | $ 47,249.55 | $ 40,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 402,657.73 |
| Village of Utica | $ 47,249.55 | $ 40,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 402,657.73 |
| Village of Staplehurst | $ 47,249.55 | $ 40,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 402,657.73 |
| Village of Garland | $ 47,249.55 | $ 40,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 402,657.73 |
| Village of Bee | $ 42,249.55 | $ 35,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 392,657.73 |
| Village of Goehner | $ 42,249.55 | $ 35,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 392,657.73 |
| Rural Fire Dist Tamora Acct | $ 42,249.55 | $ 35,000.00 | $ 4,500.00 | $ 15,408.18 | $ 300,000.00 | $ 392,657.73 |

TO: Seward County Rural Fire Protection District

The undersigned municipality hereby certifies that the municipality has reviewed its inter-local agreement with the Seward County Rural Fire Protection District and that the District understands that all receipts and expenditures of funds received under said agreement are subject to the municipal budget laws of Nebraska. The municipality understands that all tax funds received for the benefit of its municipal fire department is to be deposited with the municipal treasurer and deposited into a fire account. These funds are NOT to be directly transferred to a volunteer fire department checking account which is controlled by the fire department, and must be used only to pay Department claims relating to fire protection which are supported by documentation to be presented at the time you approve of the expenditures. These expenditures may be for current fire expenses **or** for reimbursement of documented fire expenses which have been paid out of non-public funds by the Department. Tax funds may not be used for non-governmental purposes such as recognition dinners, flowers for funerals, alcohol, etc. except as may be permitted to municipal entities. If the funds are used to reimburse the fire department for legitimate bills paid out of non-public funds, then they may be added to the fire department's separate account which is controlled by the Department and the funds lose their character as tax funds.

If public funds are received by the municipality from the Seward County Rural Fire Protection District which have not been budgeted under the Nebraska budget laws, the municipality agrees said funds will NOT be expended until such time as the municipality has complied with the Nebraska budget laws and the municipality has complied with the procedures outlined above.

Upon receipt of this form, the municipality understands the District will forward the remaining funds that are currently owing to your municipality for the 2023-24 year.

Dated _____, 2024.

City of Seward

By _____
Mayor

_____
Clerk/Treasurer

9. Consideration of a Resolution to Authorize the City to Apply for a Land & Water Conservation Fund Grant (Plum Creek Turf Project) - City Administrator Butcher

NEBRASKA

- GAME & PARKS -

**Resolution 2024-25**

# LAND AND WATER CONSERVATION FUND

## RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

The City of Seward, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of baseball/softball field turf renovations at Plum Creek Park.

The Mayor is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service.

The City of Seward, Nebraska will, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff.

The City of Seward, Nebraska has budgeted or currently has available its stated match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission.

The City of Seward, Nebraska has the financial capability to operate and maintain the completed project and park property is a safe, attractive and sanitary manner.

The City of Seward, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the interior and contained in 43 CFR 17.

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

The City of Seward, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended.

The City of Seward, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

This is to certify that this resolution is a true copy of the original document that was adopted and passed by the City of Seward, Nebraska at a duly advertised public meeting held this 3rd day of September, 2024.

_____ (Mayor/Chairperson of the Board Signature)

_____ Attest (Clerk)

*Note: Resolution must be signed and sealed.*

10. Consideration of a Membership Agreement with the Seward County Chamber & Economic Development Partnership for FY25 - SCCDP President & CEO Jank

**PUBLIC MEMBERSHIP AGREEMENT OF**
**SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP**

Whereas in accordance with the Bylaws of SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP (the "Partnership"), the terms of membership for the City of Seward of Seward, Nebraska ("Seward"), the County of Seward, Nebraska, (the "County") the City of Milford, Nebraska ("Milford") and the Village of Utica, Nebraska ("Utica"), are to be set forth in a Membership Agreement; and

Whereas, the Board of Directors of the Partnership has established the terms of membership for Public (Anchor) Members and desires that they be set forth in a Membership Agreement with each such Member;

NOW THEREFORE, the Partnership and the undersigned agree as follows:

1. In accordance with the terms of a Funding Agreement between Seward and the Partnership, Seward will make a financial contribution of $78,186 to the Partnership for the fiscal year running from October 1, 2024 through September 30, 2025. As a result of such payment, Seward shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

2. In accordance with the terms of a Funding Agreement between the County and the Partnership, the County will make a financial contribution of $63,706 to the Partnership for the fiscal year running from July 1, 2024 through June 30, 2025. As a result of such payment, the County shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

3. In accordance with the terms of a Funding Agreement between Milford and the Partnership, Milford will make a financial contribution of $13,320 to the Partnership for the fiscal year running from October 1, 2024 through September 30, 2025. As a result of such payment, Milford shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

4. In accordance with the terms of a Funding Agreement between Utica and the Partnership, Utica will make a financial contribution of $6,950 to the Partnership for the fiscal year running from October 1, 2024 through September 30, 2025. As a result of such payment, Utica shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

5. For so long as the Public entities listed above are Members in good standing of the Partnership, each such entity shall be entitled to vote on all matters raised at meetings of the Members of the Partnership. Each Public entity shall designate a person to represent that Public entity at meetings of the Members and shall vote on behalf of the Public entity at each meeting of the Members.

6. The term of this Membership Agreement shall begin at the start of each Public Member's fiscal year in 2024 and terminate at the end of their fiscal year in 2025, provided, however, that each year, the parties will negotiate in good faith for the renewal of this Agreement (as a combined Agreement or as separate agreements with Seward, Milford, Utica, and the County) for an additional term upon such terms as the parties shall then agree.

7. The Partnership agrees that no person shall, on the grounds of race, color, sex, national origin and/or disability/handicap, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity of the Partnership.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2024.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

Date: _____

SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2024.

COUNTY OF SEWARD, NEBRASKA

By: _____
Chairperson

Date: _____

SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2024.

VILLAGE OF UTICA, NEBRASKA

By: _____
Chairperson

Date: _____

SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2024.

CITY OF MILFORD, NEBRASKA

By: _____
Mayor

Date: _____

SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

Date: _____

11. Consideration of a Funding Agreement with the Seward County Chamber & Economic Development Partnership for FY25 - SCCDP President & CEO Jank

**FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____ 2024, by and between the CITY OF SEWARD, NEBRASKA, a municipal corporation, hereinafter referred to as the CITY, and the SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP, a Nebraska nonprofit corporation, hereinafter referred to as the SCCDP.

RECITALS:

WHEREAS, the parties desire to enter into a mutually beneficial Funding Agreement for the purpose of promoting economic development in the City of SEWARD, Nebraska, and throughout Seward County, Nebraska.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The City and the SCCDP agree to enter into this Funding Agreement for the promotion of economic development as set forth above on the basis of the City's fiscal year which commences October 1, 2024 and ends September 30, 2025.

2. The City agrees to fund the promotion of economic development by paying to the SCCDP the sum of SEVENTY-EIGHT THOUSAND ONE HUNDRED AND EIGHTY-SIX and No/100ths Dollars ($78,186.00) subject to the following requirements:

(i) The SCCDP shall place all funds received pursuant to this Agreement in a separate segregated economic development fund ("the Public Economic Development Fund"); and

(ii) The SCCDP shall use all funds received pursuant to this Agreement only for the purpose of "encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services of the City," all in accordance with **Neb. Rev. Stat.** § 13-315 (Reissue 2012), a copy of which is attached hereto and marked as Exhibit "A".

3. As a way of ensuring the City's funds will be used in compliance with **Neb. Rev. Stat.** § 13-315, a designee of the City and a designee of the SCCDP shall reconcile and audit the Public Economic Development Fund annually. The fiscal year end reconciliation and audit shall be completed within sixty (60) days of June 30, 2025. If there are funds remaining in the Public Economic Development Fund at fiscal year end, the funds for any authorized expenditures which accrued during the fiscal year, but which have not yet been paid for, may be retained by the SCCDP to pay the same. Any funds remaining after accounting for the authorized accrued expenses as provided herein shall be retained by the SCCDP and considered as part of the City's next fiscal year appropriation should one be made by the City for the SCCDP.

4. At the expiration date of this Funding Agreement on September 30, 2025, the parties hereto shall either enter into a new Funding Agreement for the ensuing fiscal year or this Funding Agreement shall terminate and the end of year reconciliation and audit shall be accomplished as provided for in Paragraph 3 above.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Funding Agreement in duplicate the date and year first above written.

CITY OF SEWARD, NEBRASKA, a
Municipal Corporation,

_____
Joshua Eickmeier, Mayor

ATTEST:

_____
Derek Bargmann
City Clerk/HR Director

Approved as to form: _____
City Attorney

SEWARD COUNTY & CHAMBER DEVELOPMENT
PARTNERSHIP, a Nebraska Nonprofit Corporation

_____
Chairperson

**EXHIBIT "A"**

Neb. Rev. Stat. § 13-315. Appropriation or expenditure; purposes; method; limitation

The city commissioners or council of any city, the board of trustees of any village, and the county board of any county in the state shall have the power to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of their respective political subdivision an amount not to exceed four-tenths of one percent of the taxable valuation of the city, village, or county for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of acquiring from any source a municipal electrical distribution system or exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city, village, or county. Such sum may be expended directly by the city, village, or county or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization. The total amount levied including the appropriation or expenditure made under this section shall not exceed the amount limited bylaw.

## CITY ADMINISTRATOR'S REPORT

# CITY ADMINISTRATORS REPORT – 9/3/24

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 6th and Hillcrest) and Highway 15 Reconstruction (construction).
- Water Tower project underway, continuing to monitor water main connections and testing status.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, farm leases, and related legal matters.
- NPPD Summer Billable Demand Online Meeting.
- NPPD Conservative Operations Call during Heat Advisory.
- Reviewed budget draft and follow up items with Finance Director. Specific review of airport budget.
- Civic Center construction meeting. Finalized a number of change order requests based on items revealed during demolition.
- Reviewed items related to the legislature's special session and it's impact on municipal budgets.
- Attended the NPPD customer meeting in Norfolk.
- Wellness Center bi-weekly construction meeting.
- Met with SPS and CUNE to discuss baseball/softball fields plans.
- Met with department heads about any last-minute items related to budget and to review updated budget sheets.
- Met with potential Rail Campus Project to review utility needs and civil design items.
- Met with Schemmer on the 30 design drawings for Worthman Blvd. extension. Reviewed utility needs and costs.
- Met on with residents near 7th and Park as well as 7th and Bradford to discuss construction concerns, timelines, and assistance plans. This meeting included City Engineer, Chief of Police, and Street Superintendent. City Clerk and City Administrator handed out flyers for the meeting the week before.
- Met with NPPD municipal wholesale customers on contract negotiations with NPPD.
- Assisted with Wellness Center Tours for City Council and the Changing the Game Board.
- Met with Carter Smith, local representative for Seward County for Congressman Mike Flood.
- Attended lunch meeting with Mayor.
- Reviewed numerous floodplain items with B&Z office and civil engineers hired by Ag Society.
- Held CARC Meeting.
- Held LB 840 Meeting.
- Attended Pump Station 60% Design Review meeting with HDR and City Staff.
- Met with NEMA staff to discuss the status of the Hazard Mitigation Grant for the Pump Station.
- Attended medical appointment in Lincoln.

**Police Department**

- CUNE fall semester starts today.
- Problem-Solving Court 8/26.
- Game & Parks training 8/28.

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

- Open Enrollment BCBS: Collecting sign-ups for 9/3-9/5 Mandatory Meeting.
- Pump House Station Improvements: Meet with State on 8/26 to discuss next steps and extension.
- Approving Class C Liquor Licenses as they are paid by applicants.
- 9/12 Department Head Training: Identify and Create an Internal Training Topic.

**Water/Wastewater Department**

- New Tower water main work-pressurization and disinfection.
- Visual inspection of unknown possible lead service lines.

- Pool shut down and level monitoring.
- Jared H. continues with W/WW math concepts.

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

- High School Softball has a home JV tournament on 8/26, one game on 8/27, and a Varsity tournament on 9/1.
- High School Girls Golf invite is on 8/30.
- Ball field maintenance.

**Civic Center**

- Construction Update: Fire suppression system going in West building and East building main floor is starting drywall this week.
- This Friday through the 10th of September I will be picking up the Senior Center's meals for Katrina while she is on vacation.

**Electric Department**

- Safety Meeting training Friday.
- Change over 3 phase service 13th & South.
- 2nd and Lincoln & Roberts change out transformers.

**Street Department**

- Start cement repair on Rainbow finish 2nd and Langworthy.
- Equipment checks.
- Push up burn pile.

**Library**

- NLA meeting in Lincoln, stopping to get keys made and Sam's Club items.
- Closed for Labor Day 8/31-9/2.

**Building Inspection/Planning Department**

- Project Move in person meeting 8/28.
- Sidewalk Plan Update: working on a sidewalk proposal for replacing missing sidewalk and potentially damaged sidewalk. Putting together financial figures for a proposal.
- Café on 6th St. Update: Work continues in the restaurant space. Still need a heating & air permit, all reviews have been submitted to the fire marshal but no word on results.
- Demolition began on 8/26 at 1115 N Columbia. Once the entire demo is completed, an inspection of the framing will be completed before construction begins.

**Engineering**

- NDOT Highway 15 Reconstruction Update: resolve water service conflicts.
- New Water Tower Update: Pressure test followed by disinfection followed by bacteriological tests, logo color sample approval and communication tenant agreements.
- Lay out utilities for East Hillcrest Drive.

**Finance Dept.**

- Work on rebalancing June & July books.
- Update insurance rates.
- Shut off 8/27.

**Seward Wellness Center**

- Site Update: 1-Continued Drywall/Floor Survey on 8/28, 2-Shoot retaining wall concrete. Rebar shifts to pool and current channel, 3-Finish drywall and paving last phase as soon as everything dries out, 4-Finish sidewalks and parking lot soon.
- 8/28 Meeting with potential childcare director.

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

_____ _____

Derek Bargmann, City Clerk Date