



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

Tuesday, June 16, 2026

7:00 PM

East & West Basement of the Seward Civic Center

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, June 16, 2026, 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 hand-in a Speaker Card to the Clerk. 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. City Codes Director Report

OPEN Property Maintenance Code Violation Report

					6/11/2026
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2026					
250 Shannon Rd	Weeds	6/15/2026	Vicki Hiser	Phone Call	CSO Arena made contact with the owner. Informed her that everything needed to be less than a foot tall, and it needed to be done my Monday.
2945 Progressive	Grass	6/15/2026	Hung Dao	Phone Call	CSO Arena made contact with the owner. Informed the owner they have till Monday to get it mowed or the City will come and do it. CSO Arena told the owner, going forward a notice will be posted on the property for notification.
804 Twin Oaks Rd	Grass	6/15/2026	LE Family Estates	Phone Call	CSO Arena made contact with the owner. Informed the owner they have till Monday to get it mowed or the City will come and do it. CSO Arena told the owner, going forward a notice will be posted on the property for notification.
811 Twin Oaks Rd	Grass	6/3/2026	Twin Oaks Place, Randy Skillin Dallas Waller, Manager	Phone Call/In Person/Letter	CSO Arena made contact with the property manager and stated the grass needed to be mowed by May 26th. It was not completed. A letter was mailed and posted June 3rd stating they have 3 days to mow. It was mowed by the given timeframe.
2945 Progressive	Grass	5/20/2026	Hung Dao	Phone Call	CSO Arena made contract with the owner. He stated that it needs to be done by next week. It was mowed over the weekend.
804 Twin Oaks Rd	Grass	5/20/2026	LE Family Estates	In Person	CSO Arena made contact with one of the tenants. They stated each tenant had a specific area to maintain. CSO Arena stated it needs to be done by next week. They tenants mowed over the weekend.
725 N 6th St	Grass/Weeds/Tree Limb	5/20/2026	Webs Rentals	Phone Call	CSO Arena made contact with the owner. The owner stated he will have the tenants mow. If the don't the owner will get it done by the deadline

OPEN Property Maintenance Code Violation Report

739 N 6th Street	Grass/Weeds	5/20/2026	William Hudson	Phone Call	CSO Arena made contact with the owner and stated they had through the weekend to get the yard taken care of.
757 N 6th Street	Truck Parking Across Sidewalk	5/20/2026	Loretta Jelinek	In Person	Tim Dworak made contact with the family. The truck was moved on 5-16-2026
1669 Eastridge Ave	Nuisance and rodent issue		Jane Allenback	In person	CSO Arena made contact. After review of the property Arena made contact with Aging Services and TASC for assistance in cleaning up the property. Arena is expecting a follow up report and progress time line for clean up no later than Friday 4/17
320 Lincoln St Apt 6	Egress Window	4/9/2026	SVP Properties 6830 Marcus Rd Lincoln NE 68516	Certified Mail	Tenant stated their bedroom window is no longer operable. 3-5-2026 Dworak and Officer Garcia met with the tenant to inspect the window. The window as not operable and was nailed shut. Letters are going out the week of 3-9-2026 to the SVP Properties (owner) and Arrow Capital (property management).
709 S Columbia Ave	Storm damaged accessory garage	4/6/2026	Arnold Wied	In Person	The Family decided to no longer have Gary Rolf help with the removal. A letter was sent on Friday 3-6-2026 informing the current owner it needs to be fixed or removed. Gary Rolf with help from the family has organized a group of individuals to remove the building and clean the site.No permit has been issued and no date has been set for the demolition.
430 N 2nd	Dead Tree	1/26/2026	Gerwick Trustee	Phone Call	Tree was removed by Witt 360. Property owner called and informed us Witt 360 will take the tree down the week of 1-26-2026.

CURRENT YEAR: May 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	4	\$ 7,763.35	\$ 2,317,945.77
REMODEL/ADDIT.	10	\$ 1,493.48	\$ 590,301.00
ACCESSORY	10	\$ 1,320.70	\$ 438,125.80
RELOCATE	2	\$ 100.00	\$ 43,600.00
ELECTRIC			
PLUMBING	7	\$ 670.00	
MECHANICAL	10	\$ 715.00	
SEWER TAP	1	\$ 250.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	2	\$ 100.00	
ELECTRIC SER.	2	\$ 600.00	
TOTALS	50	\$ 13,970.53	\$ 3,389,972.57

LAST YEAR: May 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 31,282.51	\$ 16,222,047.90
REMODEL/ADDIT.	13	\$ 2,482.65	\$ 558,245.71
ACCESSORY	14	\$ 479.60	\$ 112,197.36
RELOCATE	9	\$ 844.70	\$ 270,418.80
ELECTRIC		\$ -	\$ -
PLUMBING	9	\$ 675.00	\$ -
MECHANICAL	12	\$ 2,173.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
TEMP. WATER	1	\$ 120.00	\$ -
WATER TAP	2	\$ 4,263.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	2	\$ 2,700.00	\$ -
TOTALS	68	\$ 45,570.46	\$ 17,162,909.77

YEAR TO DATE January to December 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	18	\$ 45,672.41	\$ 7,836,496.26
REMODEL/ADDIT.	45	\$ 7,794.12	\$ 2,261,857.04
ACCESSORY	44	\$ 3,236.75	\$ 808,532.41
RELOCATE	12	\$ 907.00	\$ 309,333.66
ELECTRIC		\$ -	\$ -
PLUMBING	40	\$ 3,625.00	\$ -
MECHANICAL	37	\$ 4,000.00	\$ -
SEWER TAP	16	\$ 3,550.00	\$ -
TEMP. WATER	14	\$ 1,680.00	\$ -
WATER TAP	16	\$ 12,570.00	\$ -
TEMP. ELEC.	14	\$ 700.00	\$ -
ELECTRIC SER.	17	\$ 3,000.00	\$ -
TOTALS	273	\$ 86,735.28	\$ 11,216,219.37

YEAR TO DATE January to December 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	14	\$ 54,773.87	\$ 20,239,597.74
REMODEL/ADDIT.	46	\$ 6,075.95	\$ 1,364,887.37
ACCESSORY	43	\$ 1,961.74	\$ 448,055.09
RELOCATE	27	\$ 3,477.70	\$ 1,542,610.25
ELECTRIC		\$ -	\$ -
PLUMBING	49	\$ 3,995.00	\$ -
MECHANICAL	33	\$ 4,696.00	\$ -
SEWER TAP	13	\$ 3,050.00	\$ -
TEMP. WATER	12	\$ 1,440.00	\$ -
WATER TAP	13	\$ 13,481.00	\$ -
TEMP. ELEC.	12	\$ 600.00	\$ -
ELECTRIC SER.	13	\$ 4,900.00	\$ -
TOTALS	275	\$ 98,451.26	\$ 23,595,150.45

2. City Treasurer Report

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2026

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Par	Book Value	
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	197,440.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27		1.75		225,000.00 100.00%	225,000.00	225,000.00	221,276.25
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28		0.95		140,000.00 100.00%	140,000.00	140,000.00	130,576.60
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28		1.85		230,000.00 100.00%	230,000.00	230,000.00	222,856.20
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	171,412.50
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28		1.35		150,000.00 100.00%	150,000.00	150,000.00	138,378.00
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	148,948.80
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 3C 07/15/30		2.10		75,000.00 100.00%	75,000.00	75,000.00	67,593.75
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	140,139.00
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	248,310.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,117.00
COMM: COMMERCE BANK	25932WDR7	AFS	DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	217,372.65
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	193,980.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2026

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	236,845.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	167,259.75
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	369,288.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	291,051.35
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	180,080.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	163,298.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	245,094.20
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	199,068.76	146,606.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	204,770.00
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	154,144.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,016.73	160,038.00
COMM: COMMERCE BANK	25938WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	285,542.40
COMM: COMMERCE BANK	80377XC4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	192,667.20

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5/22/2026 1:55 PM - BLA / JNBT

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2026

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	151,072.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	154,108.35
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,200.00
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	164,458.00
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	219,692.40
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	149,966.00
COMM: COMMERCE BANK	80379KDH0	AFS	SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	205,735.65
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	190,096.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	171,086.40
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	190,240.60
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	166,038.75
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMP NT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	146,068.00
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	178,028.10

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Pledges By Pledgee And Maturity



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Jones Bank - Seward, NE

As Of 5/31/2026

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Receipt# Safekeeping Location	CUSIP Location	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25931BEJ1	AFS DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	142,316.80
COMM: COMMERCE BANK	25933VDM9	AFS DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	170,819.25
COMM: COMMERCE BANK	25930LDG7	AFS DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	123,918.00
COMM: COMMERCE BANK	25933EEG9	AFS DOUGLAS CO SAN & IMPT NE 40 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	174,855.10
COMM: COMMERCE BANK	80388MBJ3	AFS SARPY CNTY SANITATION NE 40 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	201,465.60
COMM: COMMERCE BANK	617775EV9	AFS MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	162,597.60
COMM: COMMERCE BANK	25936EDY8	AFS DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	194,476.60
COMM: COMMERCE BANK	25939LDA1	AFS DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	133,368.00
COMM: COMMERCE BANK	25930LDN2	AFS DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	143,052.00
COMM: COMMERCE BANK	80379QBT3	AFS SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	179,808.15
COMM: COMMERCE BANK	80387LAS7	AFS SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	144,064.00
COMM: COMMERCE BANK	25938MDE2	AFS DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	142,448.00
COMM: COMMERCE BANK	25933EFW3	AFS DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	167,846.40

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5/22/2026 1:55 PM - BLA / JNBT

Pledges By Pledgee And Maturity



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Jones Bank - Seward, NE

As Of 5/31/2026

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25939HCU7	AFS	DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	139,920.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	194,919.52	194,919.52	146,754.00
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	252,420.06	252,420.06	242,187.50
COMM: COMMERCE BANK	25932XDN4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	206,422.50
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	275,000.00	194,015.25
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	178,812.50
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	183,190.75
COMM: COMMERCE BANK	25932XE6	AFS	DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	235,435.00
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	195,640.00
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	302,831.69	302,831.69	292,917.00
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43		5.00		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	185,168.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50		3.50		1,000,000.00 100.00%	1,000,000.00	522,843.10	522,843.10	434,464.57
64 Securities Pledged To: 1010 - CITY TREASURER								14,725,000.00	14,247,099.86	14,247,099.86	12,247,837.47

CASH IN BANK \$8,942,481.49

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5/22/2026 1:55 PM - BLA / JNBT

**Cattle Bank & Trust (052)
Investment Portfolio (1)**

Pledged Securities Detail

H231

May 31, 2026

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Carrying Value	Market Value
PLEDGEE: CITY OF SEWARD (02)												
CMO	3137AWU78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	123.44	123.00	123.00
FHR	FHR 4145 AC						12/1/2012	123.44	100.00%	123.43	0.13	123.13
D02/02							AFS					
GNMA	36176M2B6	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	1,646.44	1,645.05	1,645.05
GNMA	GNMA POOL 778670						12/1/2011	1,646.44	100.00%	1,651.87	5.49	1,650.54
D02/02							AFS					
MBS	3128CJUV29	2.500			177020851-1		2/1/2033	1,000,000.00	1,000,000.00	109,262.83	104,089.87	104,089.87
FGLM	FHLMC POOL G30633						2/1/2013	109,262.83	100.00%	112,780.29	227.63	104,317.50
D02/02							AFS					
MBS	3128MDW74	3.500			177039340-1		12/1/2028	1,450,000.00	1,450,000.00	53,525.17	53,125.57	53,125.57
FGLM	FHLMC POOL G14970						12/1/2013	53,525.17	100.00%	54,578.27	156.12	53,281.69
D02/02							AFS					
MBS	3128QOGL5	4.000			185147609-1		5/1/2027	425,000.00	425,000.00	2,314.62	2,308.41	2,308.41
FGLM	FHLMC POOL J19203						5/1/2012	2,314.62	100.00%	2,329.67	7.72	2,316.13
D02/02							AFS					
MBS	31329KRS5	3.000			177051131-1		4/1/2033	1,000,000.00	1,000,000.00	109,896.83	104,341.11	104,341.11
FGLM	FHLMC POOL ZA2297						9/1/2018	109,896.83	100.00%	106,284.73	274.74	104,615.85
D02/02							AFS					
MBS	3132A8S34	2.500			177051143-1		1/1/2031	860,000.00	860,000.00	88,097.09	85,140.44	85,140.44
FGLM	FHLMC POOL ZS7738						9/1/2018	88,097.09	100.00%	85,598.85	183.54	85,323.98
D02/02							AFS					
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	230.20	229.72	229.72
FNMA	FNMA POOL AJ7513						7/1/2011	230.20	100.00%	230.33	0.86	230.58
D02/02							AFS					
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	2,350.01	2,333.10	2,333.10
FNMA	FNMA POOL AL2134						7/1/2012	2,350.01	100.00%	2,365.41	7.83	2,340.93
D02/02							AFS					
MBS	3138EKRMI9	3.500			185160071-1		2/1/2028	500,000.00	500,000.00	3,955.38	3,925.72	3,925.72
FNMA	FNMA POOL AL3191						2/1/2013	3,955.38	100.00%	3,990.54	11.54	3,937.26
D02/02							AFS					

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
May 31, 2026

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	S&P	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Issue Dt	Intent	Total Face	Pledged Face	Pledge Values		Market Value	
														Next Call Dt	Call Price		Par Value
STyp	Loc/Pl											Total Par	% of Total	Par Value	Book Value	Interest Rec	Collateral Value
MBS	3138EKKJ9				5.500		177039338-1		1/1/2034			2,000,000.00	2,000,000.00	117,307.28	117,307.28	118,857.80	118,857.80
FNMA	FNMA POOL AL3380								3/1/2013	AFS		117,307.28	100.00%	126,204.12	126,204.12	537.66	119,395.46
D02/02																	
MBS	3138ELYF4				4.000		185160221-1		10/1/2028			1,000,000.00	1,000,000.00	8,914.15	8,914.15	8,781.81	8,781.81
FNMA	FNMA POOL AL4309								10/1/2013	AFS		8,914.15	100.00%	8,924.18	8,924.18	29.38	8,811.19
D02/02																	
MBS	3138EMCY5				4.000		185160242-1		2/1/2027			575,000.00	575,000.00	188.12	188.12	187.55	187.55
FNMA	FNMA POOL AL4586								12/1/2013	AFS		188.12	100.00%	188.98	188.98	0.63	188.18
D02/02																	
MBS	3138EMPD7				3.500		184006560-1		3/1/2029			2,000,000.00	631,641.94	22,535.33	22,535.33	22,428.22	22,428.22
FNMA	FNMA POOL AL4919								2/1/2014	AFS		71,354.76	31.58%	23,002.61	23,002.61	65.73	22,493.95
D02/02																	
MBS	3138EQ5H1				3.500		176002956-1		11/1/2030			1,050,000.00	1,050,000.00	87,836.35	87,836.35	84,846.47	84,846.47
FNMA	FNMA POOL AL8047								1/1/2016	AFS		87,836.35	100.00%	90,705.33	90,705.33	256.19	85,102.66
D02/02																	
MBS	3138WDU82				3.000		178000698-1		1/1/2030			1,160,000.00	1,160,000.00	54,411.48	54,411.48	53,190.96	53,190.96
FNMA	FNMA POOL AS4206								12/1/2014	AFS		54,411.48	100.00%	55,586.66	55,586.66	136.03	53,326.99
D02/02																	
MBS	3140FBGJ3				2.000		177051139-1		7/1/2031			1,375,000.00	1,375,000.00	167,246.45	167,246.45	158,815.45	158,815.45
FNMA	FNMA POOL BD3800								7/1/2016	AFS		167,246.45	100.00%	161,680.83	161,680.83	278.74	159,094.19
D02/02																	
MBS	3140JSEA3				2.500		177039342-1		12/1/2029			1,750,000.00	1,750,000.00	97,449.99	97,449.99	95,348.97	95,348.97
FNMA	FNMA POOL BM1028								3/1/2017	AFS		97,449.99	100.00%	98,628.35	98,628.35	203.02	95,551.99
D02/02																	
MBS	3140JSEA3				2.500		185164038-1		12/1/2029			300,000.00	300,000.00	16,705.71	16,705.71	16,345.53	16,345.53
FNMA	FNMA POOL BM1028								3/1/2017	AFS		16,705.71	100.00%	16,733.08	16,733.08	34.80	16,380.33
D02/02																	
MBS	31418AAC2				3.000		185165786-1		11/1/2026			1,000,000.00	1,000,000.00	1,834.64	1,834.64	1,824.25	1,824.25
FNMA	FNMA POOL MA0902								10/1/2011	AFS		1,834.64	100.00%	1,836.28	1,836.28	4.59	1,828.84
D02/02																	
MBS	31418AKN7				3.000		177011537-1		10/1/2032			800,000.00	800,000.00	62,201.57	62,201.57	58,904.33	58,904.33
FNMA	FNMA POOL MA1200								9/1/2012	AFS		62,201.57	100.00%	64,236.88	64,236.88	155.50	59,059.83
D02/02																	

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Pledge Values			Market Value Collateral Value	
								Total Face Total Par	Pledged Face % of Total	Par Value Book Value		Carrying Value Interest Rec
MBS	31418AVK1		3.000		177039341-1		7/1/2028	1,000,000.00	1,000,000.00	33,072.76	32,668.59	32,751.27
FNMA	FNMA POOL MA1517						6/1/2013	33,072.76	100.00%	33,386.41	82.68	
D02/02							AFS					
MBS	31418B5R3		4.000		177020853-1		6/1/2036	410,000.00	410,000.00	62,836.53	61,253.11	61,462.57
FNMA	FNMA POOL MA2655						5/1/2016	62,836.53	100.00%	66,095.23	209.46	
D02/02							AFS					
MBS	31418DRM6		2.000		177046216-1		8/1/2030	610,000.00	610,000.00	115,366.55	110,791.17	110,983.45
FNMA	FNMA POOL MA4091						7/1/2020	115,366.55	100.00%	113,261.28	192.28	
D02/02							AFS					
MBS	31418EA83		1.500		177048016-1		2/1/2032	179,142.00	167,163.35	74,751.79	69,957.99	69,957.99
FNMA	FNMA POOL MA4530						1/1/2022	80,108.38	93.31%	72,111.20	93.44	70,051.43
D02/02							AFS					
MUNI	25887CAZ1		2.250	NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	99,273.60	99,273.60
GO	DOUGLAS CNTY NEB S&I #540					1/1/2027	1/5/2022	120,000.00	100.00%	120,000.00	1,425.00	100,398.60
D02/02						100.000	AFS					
MUNI	259290EB6		3.100	NE	185142828-1	Contin	8/15/2030	150,000.00	150,000.00	150,000.00	142,054.74	142,054.74
GO	DOUGLAS CNTY NE SAN & IMPT DIS					6/1/2026	6/15/2016	150,000.00	100.00%	150,000.00	1,369.17	143,423.91
D02/02						100.000	AFS					
MUNI	259305DT4		2.500	NE	178003667-1	Cont	3/1/2036	150,000.00	150,000.00	150,000.00	120,363.19	120,363.19
GO	DOUGLAS CNTY NEB S&I #499					3/1/2027	3/1/2022	150,000.00	100.00%	150,000.00	937.50	121,300.69
D02/02						100.000	AFS					
MUNI	25930TBJ6		2.900	NE	184003054-1	Cont	11/15/2036	50,000.00	50,000.00	50,000.00	49,292.41	49,292.41
GO	DOUGLAS CNTY NEB SANI & #421					6/1/2026	5/19/2020	50,000.00	100.00%	50,000.00	64.44	49,356.85
D02/02						100.000	AFS					
MUNI	25931BEG7		2.750	NE	184010678-1	Cont	5/1/2035	175,000.00	175,000.00	175,000.00	144,700.42	144,700.42
GO	DOUGLAS CNTY NEB SAN & IMPT DI					6/1/2026	5/3/2021	175,000.00	100.00%	175,000.00	401.04	145,101.46
D02/02						100.000	AFS					
MUNI	25931LCN2		2.700	NE	185142862-1	Contin	11/15/2028	170,000.00	170,000.00	170,000.00	163,918.03	163,918.03
GO	DOUGLAS CNTY NE SAN & IMPT					6/1/2026	11/15/2016	170,000.00	100.00%	170,000.00	204.00	164,122.03
D02/02						100.000	AFS					
MUNI	25931VBN1		3.500	NE	185142866-1	Contin	8/15/2032	50,000.00	50,000.00	50,000.00	46,736.69	46,736.69
GO	DOUGLAS CNTY NE SAN & IMPT					6/1/2026	7/27/2017	50,000.00	100.00%	50,000.00	515.28	47,251.97
D02/02						100.000	AFS					

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
May 31, 2026**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value
										Par Value	Book Value	Carrying Value	
MUNI	25931VCF7		2.350	NE	177020849-1	Cont 6/1/2026	8/15/2035	100,000.00	100,000.00	100,000.00	100,000.00	86,683.22	86,683.22
GO	DOUGLAS CNTY NEB SAN #471					100.000	AFS	100,000.00	100,000.00	100,000.00	100,000.00	691.94	87,375.16
MUNI	259338EB6		3.000	NE	184003099-1	Cont 6/1/2026	11/15/2035	150,000.00	150,000.00	150,000.00	150,000.00	142,674.98	142,674.98
GO	DOUGLAS CNTY NEB SAN & IMPT DI					100.000	AFS	150,000.00	100,000.00	150,000.00	150,000.00	200.00	142,874.98
MUNI	25939RBY1		2.400	NE	177039345-1	Cont 1/15/2027	1/15/2039	150,000.00	150,000.00	150,000.00	150,000.00	107,585.96	107,585.96
GO	DOUGLAS CNTY NEB S&I #537					100.000	AFS	150,000.00	100,000.00	150,000.00	150,000.00	1,360.00	108,945.96
MUNI	25940TAX4		4.800	NE	177081763-1	Cont 12/15/2030	12/15/2041	305,000.00	305,000.00	305,000.00	305,000.00	303,103.11	303,103.11
GO	DOUGLAS CNTY NEB S&I #605					100.000	AFS	305,000.00	100,000.00	305,000.00	305,000.00	6,628.67	309,731.78
MUNI	373807CE4		1.850	NE	184010461-1	Cont 6/1/2026	12/15/2035	100,000.00	100,000.00	100,000.00	100,000.00	75,122.30	75,122.30
REV	GERING NEB COMBINED UTILS REV					100.000	AFS	100,000.00	100,000.00	100,000.00	100,000.00	853.06	75,975.36
MUNI	5793FDD8		3.150	NE	185181069-1	Cont 6/1/2026	12/15/2030	100,000.00	100,000.00	100,000.00	100,000.00	94,276.96	94,276.96
REV	MCCOOK NE PUBLIC PWR DIST					100.000	AFS	100,000.00	100,000.00	100,000.00	100,000.00	1,452.50	95,729.46
MUNI	80373YER3		2.800	NE	182012079-1	Cont 4/15/2027	10/15/2035	150,000.00	150,000.00	150,000.00	150,000.00	126,405.36	126,405.36
GO	SARPY CNTY NEB S&I #158					100.000	AFS	150,000.00	100,000.00	150,000.00	150,000.00	536.67	126,942.03
MUNI	80377BKT8		2.350	NE	184010660-1	Cont 6/1/2026	8/15/2034	180,000.00	180,000.00	180,000.00	180,000.00	147,167.79	147,167.79
GO	SARPY CNTY NEB S&I DIST #264					100.000	AFS	180,000.00	100,000.00	180,000.00	180,000.00	1,245.50	148,413.29
MUNI	80377BE2		2.800	NE	185187220-1	Cont 6/1/2026	11/15/2028	85,000.00	85,000.00	85,000.00	85,000.00	82,207.28	82,207.28
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100,000.00	85,000.00	85,000.00	105.78	82,313.06
MUNI	80377BF9		2.900	NE	185187221-1	Cont 6/1/2026	11/15/2029	85,000.00	85,000.00	85,000.00	85,000.00	81,002.95	81,002.95
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100,000.00	85,000.00	85,000.00	109.56	81,112.51
MUNI	80378TEW8		3.850	NE	185187230-1	Cont 6/1/2026	10/15/2033	85,000.00	85,000.00	85,000.00	85,000.00	80,526.99	80,526.99
GO	SARPY CNTY NE SAN & IMPT DIST					100.000	AFS	85,000.00	100,000.00	85,000.00	85,000.00	418.15	80,945.14

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Investment Portfolio (1)**

Pledged Securities Detail

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May 31, 2026

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Report Sequence: sgrp, CUSIP, Ticket

SGrp Styp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Interest Rec	Collateral Value	Market Value
										Par Value	Book Value				
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272	2.300		NE	177018881-1	Cont 6/1/2028 100.000	12/15/2034 1/1/2021 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,000.00 50,000.00	40,227.59 530.28		40,227.59 40,757.87	
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV	2.450		NE	185187557-1	Contin 6/1/2026 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	150,000.00 150,000.00	145,297.08 1,082.08		145,297.08 146,379.16	
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB	2.500		NE	184003102-1	Cont 6/1/2028 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 198,017.95	200,000.00 198,017.95	160,704.90 2,305.56		160,704.90 163,010.46	
TAX TAXGO D02/02	534239FX1 LINCOLN NEB AAA	3.000		NE	177045043-1		7/15/2026 8/20/2020 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 99,977.36	100,000.00 99,977.36	99,885.65 1,133.33		99,885.65 101,018.98	
CITY OF SEWARD															
								24,921,805.29		4,148,960.71	3,790,675.38	26,425.24	3,790,675.38	3,817,100.63	

CASH IN BANK \$3,800,220.55

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TREASURER'S REPORT		MONTH OF: May-26				
VARIANCE AT: 67%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	15,942,270	9,303,208	58%	6,639,061	8,083,730	1,219,478
ELEC BOND PYMT						
WATER	7,839,800	1,816,700	23%	6,023,100	1,533,922	282,778
WATER BOND PYMTS						
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -
WASTEWATER TREATMENT	25,388,514	2,048,663	8%	23,339,850	1,976,275	72,389
WWTW BOND PYMT						
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	930,000	(930,000)
TOTAL BUSINESS-TYPE FUNDS	49,190,583	13,188,571	27%	36,002,012	12,543,927	644,644
GENERAL REVENUES	5,509,483	3,629,934	66%	1,879,549	3,361,762	268,172
POLICE	6,800	2,496	37%	4,304	2,036	459
E911	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	4,967,561	880,377	18%	4,087,184	2,104,713	(1,224,336)
STREET STP FUNDS	197,407	197,406	100%	1	190,433	6,973
DEBT SERVICE	595,900	590,884	99%	5,017	598,855	(7,971)
RAIL CAMPUS	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	30,000	2,732	9%	27,268	- 0 -	2,732
BLDGS & GRDS (CITY HALL)	48,000	32,000	67%	16,000	28,000	4,000
LEVEE ACCREDITATION	- 0 -	146,250	#DIV/0!	(146,250)	- 0 -	146,250
CIVIC CENTER	201,880	272,017	135%	(70,137)	1,938,467	(1,666,450)
LIBRARY	42,000	42,385	101%	(385)	26,220	16,165
PUBLIC PROPERTIES	32,100	11,185	35%	20,915	22,753	(11,568)
GUTHMAN TRUST/PERPETUAL CARE	11,775	13,325	113%	(1,550)	10,481	2,844
CEMETERY	68,000	49,424	73%	18,576	49,778	(354)
GOLF COURSE	430,025	306,226	71%	123,799	316,412	(10,186)
BLDGS & GRDS (OTHER)	- 0 -	98,848	#DIV/0!	(98,848)	- 0 -	98,848
BLDG INSP/PLAN & ZONING	108,100	90,402	84%	17,698	57,891	32,511
FIRE/EQUIP SINKING FUND	473,000	202,460	43%	270,540	615,443	(412,983)
TREE BOARD	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
ENGINEER	131,036	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL /SWIM LESSONS	97,000	24,259	25%	72,741	8,208	16,051
CONCESSION STAND	900	1,812	201%	(912)	900	912
RECREATION/COMPLEX LIGHTS	43,796	55,811	127%	(12,015)	30,014	25,797
SENIOR CENTER	154,000	78,917	51%	75,083	62,758	16,159
SENIOR SHUTTLE	4,600	2,821	61%	1,779	2,952	(130)
RECYCLING	3,500	7,462	213%	(3,962)	528	6,934
WELLNESS CENTER	908,500	557,121	61%	351,379	199,415	357,706
ECONOMIC DEVELOPMENT (LB840)	328,269	314,633	96%	13,636	202,805	111,828
CAPITAL IMPROVEMENTS FUND	761,100	496,980	65%	264,120	4,425,941	(3,928,962)
TAX INCREMENT FINANCING	739,000	565,224	76%	173,776	719,474	(154,251)
TOTAL GOVERNMENTAL FUNDS	15,893,732	8,673,390	55%	7,089,306	14,976,239	(6,302,849)
(UNAUDITED)						

TREASURER'S REPORT	MONTH OF: May-26					
VARIANCE AT: 67%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	18,450,222	8,177,415	44%	10,272,807	6,880,536	1,296,879
ELEC BOND PYMT	489,208	464,129	95%	25,079	463,635	494
WATER	4,193,086	2,328,062	56%	1,865,024	2,694,866	(366,805)
WATER BOND PYMTS	356,793	349,028	98%	7,765	348,809	219
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -
WASTEWATER TREATMENT	24,267,265	1,455,371	6%	22,811,894	964,351	491,020
WWTW BOND PYMT	290,405	10,053	3%	280,353	- 0 -	10,053
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	930,000	(930,000)
TOTAL BUSINESS-TYPE FUNDS	48,066,978	12,804,056	27%	35,262,921	12,302,197	501,859
GENERAL EXPENSES	365,397	199,415	55%	165,983	1,257,216	(1,057,801)
POLICE	1,963,904	1,355,301	69%	608,603	1,312,717	42,584
E911	285,624	190,416	67%	95,208	164,199	26,217
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	5,908,491	3,369,840	57%	2,538,652	1,869,601	1,500,238
STREET STP FUNDS	184,598	184,598	100%	- 0 -	178,511	6,087
DEBT SERVICE	588,400	530,428	90%	57,972	532,752	(2,324)
RAIL CAMPUS	11,000	- 0 -	0%	11,000	17,945	(17,945)
CDBG-DOWNTOWN REVITAL GRANT	30,000	7,780	26%	22,220	84,151	(76,371)
BLDGS & GRDS (CITY HALL)	20,220	9,573	47%	10,647	15,569	(5,996)
LEVEE ACCREDITATION	15,000	26,448	176%	(11,448)	156,737	(130,290)
CIVIC CENTER	201,880	148,787	74%	53,093	2,142,904	(1,994,117)
LIBRARY	692,372	403,438	58%	288,933	387,220	16,218
PUBLIC PROPERTIES	679,996	424,035	62%	255,960	444,101	(20,065)
GUTHMAN TRUST - REGULAR	145	4,352	3001%	(4,207)	- 0 -	4,352
CEMETERY	251,343	155,395	62%	95,948	184,582	(29,187)
GOLF COURSE	756,747	440,683	58%	316,063	370,246	70,437
BLDGS & GRDS (OTHER)	13,400	102,176	763%	(88,776)	1,914	100,262
BLDG INSP/PLAN & ZONING	181,409	98,203	54%	83,205	112,403	(14,200)
FIRE/EQUIP SINKING FUND	943,305	447,387	47%	495,917	423,439	23,949
TREE BOARD	12,500	8,006	64%	4,494	450	7,556
ENGINEER	174,714	109,127	62%	65,587	119,695	(10,568)
DOWDING POOL/SWIM LESSONS	346,156	57,707	17%	288,449	52,486	5,221
RECREATION/COMPLEX LIGHTS	270,839	205,054	76%	65,785	202,741	2,313
SENIOR CENTER	293,461	147,362	50%	146,099	139,948	7,414
SENIOR SHUTTLE	4,837	4,098	85%	739	3,052	1,046
RECYCLING	36,926	38,261	104%	(1,335)	22,739	15,522
WELLNESS CENTER	847,795	615,094	73%	232,701	209,747	405,347
ECONOMIC DEVELOPMENT LB840	328,269	100,046	30%	228,223	304,647	(204,601)
CAPITAL IMPROVEMENTS FUND	1,150,000	260,837	23%	889,163	4,081,072	(3,820,235)
TAX INCREMENT FINANCING	705,000	246,393	35%	458,607	227,206	19,187
TOTAL GOVERNMENTAL FUNDS	17,263,729	9,890,242	57%	7,373,487	15,019,991	(5,129,749)
(UNAUDITED)						

3. Police Department Report



City of Seward Police Department

Monthly Statistics May 2026

Service Calls	740
Accidents	11
Arrests	9
Citations	27
Warnings	110
Parking Tickets	19

Does not include red tag warnings, yellow tag warnings or verbal warnings

4. Draft Minutes of June 2, 2026, City Council Meeting

June 2, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, June 2, 2026, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, John Singleton, Matt Stryson, Rich Wergin. Councilmembers absent: Karl Miller, Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Building/Zoning & Code Enf. Director Tim Dworak, City Engineer Mike Oneby, and Police Sergeant Jon Wiedemeyer.

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 Francescato.

1. Claims & Payables Reports (totaling \$582,677.82)
2. Draft Minutes of May 26, 2026, City Council Meeting

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

PUBLIC HEARINGS

1. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY'S UNIFIED LAND DEVELOPMENT CODE (ULDO); CHAPTER 410-44.8, 44.9, 44.16 REGARDING BOARD OF ADJUSTMENT

Building/Zoning & Code Enf. Director Dworak recounted previous council discussions regarding a change in oversight to the Board of Adjustment. The Planning Commission recommended the change due to two factors: efficiency in handling items since Council meets twice a month; oversight in enforcement since council is the governing body. The President of the City Council will serve as the Chair of the Board. The public hearing was opened at 7:04 p.m. With no public comment received, it was closed at 7:04 p.m.

Councilmember Stryson introduced Ordinance No. 2026-6. Councilmember Francescato moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

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

Councilmember Wergin moved, seconded by Councilmember Singleton, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2026-6, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 44.8 BOARD OF ADJUSTMENT ESTABLISHMENT; APPEALS PROCEDURE; TO AMEND ARTICLE 44.9 BOARD OF ADJUSTMENT POWERS AND DUTIES; & TO AMEND ARTICLE 44.16 GRANTING OF VARIANCES (EXCEPTIONS) AND CONDITIONS; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.**

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

2. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY'S UNIFIED LAND DEVELOPMENT CODE (ULDO); CHAPTER 410, ATTACHMENT 1 – USE MATRIX; ALTERNATIVE ENERGY PRODUCTION DEVICES

Mr. Dworak noted that upon review of the existing code, alternative energy production devices were not addressed in the use matrix for zoning enforcement. An application for alternative energy production devices will require the issuance of a special use permit. The Planning Commission recommended the change unanimously. The public hearing was opened at 7:08 p.m. With no public comment received, it was closed at 7:08 p.m.

Councilmember Francescato introduced Ordinance No. 2026-7. Councilmember Wergin moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

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

Councilmember Kahler moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2026-7, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION; TO AMEND**

June 2, 2026

ATTACHMENT 1 USE MATRIX; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Tonniges. Motion carried.

3. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS LOT 1, DEER HILLS FROM 'AG – AGRICULTURAL DISTRICT' TO 'RR – RURAL RESIDENTIAL DISTRICT'

Mr. Dworak noted the applicant was located in the extra-territorial jurisdiction (ETJ) near 252nd and Waverly Rd. He reported the application and minor plat was recommended unanimously by the Planning Commission. The public hearing was opened at 7:11 p.m. With no public comment received, it was closed at 7:11 p.m.

Councilmember Singleton introduced Ordinance No. 2026-8. Councilmember Wergin moved, seconded by Councilmember Francescato, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Tonniges. Motion carried.

Councilmember Francescato moved, seconded by Councilmember Kahler, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2026-8, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF WAVERLY ROAD AND WEST OF 252ND ROAD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Tonniges. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF AN ORDINANCE TO AMEND CITY CODE 382-3.35, SPEED LIMITS ON US HIGHWAY NO. 34 AND NEBRASKA STATE HIGHWAY NO. 15

City Administrator Butcher reported the recommendation was presented by the Nebraska Department of Transportation (NDOT) based on current road and travel data through Seward. Mr. Butcher and Superintendent Fields had been in discussions with NDOT about safer travel conditions near the high school, specifically the street crossing area.

Councilmember Kolterman introduced Ordinance No. 2026-9. Councilmember Stryson moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Tonniges. Motion carried.

Councilmember Kolterman moved, seconded by Councilmember Kahler, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2026-9, AN ORDINANCE TO AMEND SECTION 382-3.35 OF THE SEWARD CITY CODE RELATING TO SPEED LIMITS; TO AMEND SPEED LIMITS ON U.S. HIGHWAY 34 AND NEBRASKA HIGHWAY 15; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Tonniges. Motion carried.

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

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Wergin.

Nay: None. Absent: Miller, Tonniges. Motion carried.

2. CONSIDERATION OF AN AMENDMENT (#3) TO THE EMPLOYEE HANDBOOK DATED AUGUST 15, 2023, ADDING SECTIONS 4.4.1B & 3.8.5

City Clerk Bargmann indicated two items were not addressed in the current version of the handbook: compensation for those who serve as election workers, protected by Nebraska Revised Statute 32-241; compensation for those who provide volunteer mutual aid to other communities. It is not expected these occurrences will be common.

Councilmember Singleton moved, seconded by Councilmember Kolterman, to approve an amendment (#3) to the

June 2, 2026

employee handbook dated August 15, 2023, as presented.

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

3. CONSIDERATION OF APPROVAL OF AN AGREEMENT WITH THE SCHEMMER ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2ND STREET LIFT STATION TEMPORARY TREATMENT SITE DESIGN PROJECT IN THE AMOUNT OF \$82,071.25

City Engineer Oneby presented an overview of the project. The objective of the agreement with The Schemmer Associates will provide engineering services as the temporary treatment equipment is installed at the 2nd Street Lift Station site. Specifically, Schemmer will oversee site prep and flood plain permitting for installation.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve an agreement with The Schemmer Associates for professional engineering services related to the 2nd Street Lift Station Temporary Treatment Site Project.

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

4. CONSIDERATION OF A MEMORANDUM WITH THE NEBRASKA ARMY NATIONAL GUARD FOR PLACEMENT OF A SHIPPING CONTAINER AT 880 S COLUMBIA AVENUE

Mr. Butcher relayed that the National Guard Museum approached the City about placement of a shipping container on the City's storage site at 880 S Columbia Avenue. This was due to limited storage options at the museum site.

Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve a memorandum of understanding with the Nebraska Army National Guard for placement of a shipping container at 880 S Columbia Ave.

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

5. CONSIDERATION OF A REVISED INTERLOCAL AGREEMENT WITH THE SEWARD COUNTY RURAL FIRE PROTECTION DISTRICT PROVIDING FIRE PROTECTION AND EMERGENCY SERVICES

Mr. Butcher noted the interlocal agreement would revise terms for all entities included within the interlocal. Prior to the meeting, other entities had presented questions that were unaddressed; therefore, Mr. Butcher's recommendation would be to table the item until all questions were answered.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to table approval of the interlocal agreement to an undetermined future Council meeting.

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

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of June 2, 2026, be accepted.

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

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Stryson, that the June 2, 2026, City Council Meeting be adjourned.

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

Adjourned approximately 7:40 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Review of a Preliminary Plat of Bluff Country Estates - Building/Zoning & Code Enf. Director Dworak

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is not defined by the comp plan.

ANALYSIS

This is an application to subdivide 79.99 acres into 13 Rural Residential lots at the northwest corner of 238th Road and Bluff Road in the ETJ (Extra Territorial Jurisdiction). The original homesite currently is served by a well and septic system.

The property is not served by City utilities and does not require the extension of utilities or streets John Regnier, Seward County Highway Superintendent has been notified and has no concern with the main drive off Bluff Rd. and potential drives off either Bluff Rd or 238th Rd for the east two lots. Each property would be required to file an application with the County for review and approval of that access. Individual sewage and water systems would require permits from State of Nebraska for such work. Storm drainage for rural properties is done overland.

The platted lots meet the minimum requirements for lots in a RR (Rural Residential) zoning district.

The notice of this Public Hearing was published in the Seward County Independent, letters were mailed to owners within 300 feet, and the subject land was posted.

APPROXIMATE LAND AREA:

80.00 acres or 3,485,127.14 square feet +/-

LEGAL DESCRIPTION:

A REPLAT OF THE S 1/2 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID SECTION 14, THENCE ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 14, N89°41'37"W A DISTANCE OF 2633.13 FEET TO THE S 1/4 CORNER OF SAID SECTION 14; THENCE ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 14, N00°05'48"W A DISTANCE OF 1322.44 FEET TO THE NW CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14, S89°42'25"E A DISTANCE OF 2635.17 FEET TO THE NE CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 14, S00°00'29"E A DISTANCE OF 1323.03 FEET TO THE SE CORNER OF SAID SECTION 14, ALSO BEING THE POINT OF BEGINNING.

SAID TRACT OF LAND, (BLUFF COUNTRY ESTATES) CONTAINS 3,484,219.41 SQUARE FEET OR 79.99 ACRES MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. WHICH 129,464.98 SQUARE FEET OR 2.97 ACRES MORE OR LESS, IS COUNTY ROAD RIGHT OF WAY.

Prepared by

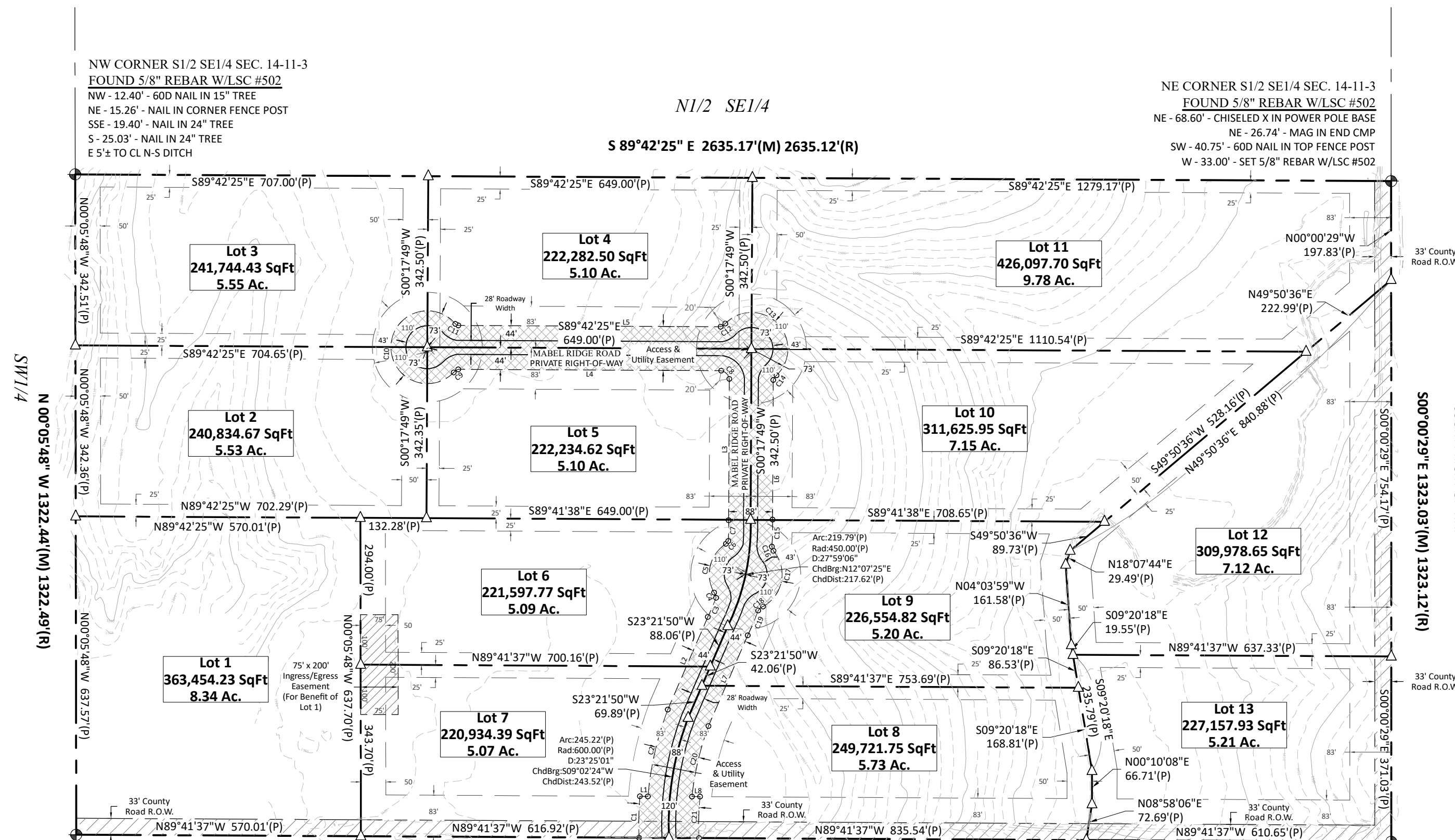
Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

PRELIMINARY

BLUFF COUNTRY ESTATES
PRELIMINARY PLAT

A PLAT OF THE S 1/2 OF THE SE 1/4 SEC. 14,
T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE / LEGAL DESCRIPTION

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT TO BE KNOWN AS "BLUFF COUNTRY ESTATES" BEING COMPRISED OF LOTS 1 THROUGH 13. A REPLAT OF THE S 1/2 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SECTION 14, THENCE ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 14, N89°41'37"W A DISTANCE OF 2633.13 FEET TO THE S 1/4 CORNER OF SAID SECTION 14; THENCE ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 14, N00°05'48"W A DISTANCE OF 1322.44 FEET TO THE NW CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14, S89°42'25"E A DISTANCE OF 2635.17 FEET TO THE NE CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 14, S00°00'29"E A DISTANCE OF 1323.03 FEET TO THE SE CORNER OF SAID SECTION 14, ALSO BEING THE POINT OF BEGINNING. SAID TRACT OF LAND, (BLUFF COUNTRY ESTATES) CONTAINS 3,484,219.41 SQUARE FEET OR 79.99 ACRES MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. WHICH 129,464.98 SQUARE FEET OR 2.97 ACRES MORE OR LESS, IS COUNTY ROAD RIGHT OF WAY. I, PAULA A. CATLETT, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS _____ DAY OF _____, 2026.

PAUL A. CATLETT P.L.S. #761
CATLETT SURVEYING
13650 S. 150TH COURT
BENNET, NE 68317

OWNERSHIP CERTIFICATE:

I/WE, THE UNDERSIGNED, RODNEY D. LYON AND ANN B. LYON, HUSBAND AND WIFE, OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED, SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT. THIS PLAT SHALL BE KNOWN AS "BLUFF COUNTRY ESTATES", A REPLAT OF THE S 1/2 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED BY SAID OWNER(S) :

THE ACCESS AND UTILITY EASEMENT (ALSO USED FOR PRIVATE ROADWAY) IS FOR THE BENEFIT OF LOTS 2 THROUGH 11. THE INGRESS AND EGRESS EASEMENT LOCATED ON LOTS 6 AND 7 IS FOR THE BENEFIT OF THE OWNER(S) OF LOT 1 AND WILL RUN WITH THE LAND.

LOTS 12 AND 13 WILL ACCESS ONTO 238TH ROAD.
NO ACCESS FROM 7, 8 AND 13 WILL BE ALLOWED ONTO BLUFF ROAD.
LOT 1 WILL MAINTAIN ACCESS ONTO BLUFF ROAD.

THERE ARE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR COUNTY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2026.

RODNEY D. LYON (A MARRIED PERSON - HUSBAND)

ANN B. LYON (A MARRIED PERSON - WIFE)

ACKNOWLEDGMENT OF NOTARY

ON THIS _____ DAY OF _____, 2026 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, RODNEY D. LYON (A MARRIED PERSON - HUSBAND) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED. MY COMMISSION EXPIRES THE _____ DAY OF _____, _____

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

ON THIS _____ DAY OF _____, 2026 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, ANN B. LYON (A MARRIED PERSON - WIFE) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED. MY COMMISSION EXPIRES THE _____ DAY OF _____, _____

NOTARY PUBLIC

S1/4 CORNER SEC. 14-11-3
FND. 1 1/4" BAR
N - 33.14' - NAIL IN TOP FENCE POST
NW - 41.90' - NAIL IN TELE. WARNING POST
SSW - 33.92' - NAIL IN TOP GATE POST
S - 33.38' - "X" NAIL IN TOP CORNER FENCE POST
SE - 54.00' - "X" NAILS IN TOP TELE. RISER
W .5± TO FENCE LINE NORTH
ON CENTERLINE WITH FENCE LINE SOUTH

N 89°41'37" W 2633.13'(M) 2633.15'(R)

BLUFF ROAD
COUNTY RIGHT-OF-WAY

SE CORNER SEC. 14-11-3
FND. 1" IRON PIPE
NE - 90.95' - CHISELED X IN BASE POWER POLE
SE - 51.17' - NAIL IN TELE. PEDESTAL POST
SW - 47.47' - NAIL IN POWER POLE
NW - 48.65' - NAIL IN POWER POLE

Tables for Easement Curve and Easement Line with columns for Curve, Radius, Arc Length, Chord Length, Chord Bearing, Delta Angle, Line, Bearing, and Distance.

APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION:

THE FOREGOING PLAT "BLUFF COUNTRY ESTATES" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD PLANNING COMMISSION ON THIS _____ DAY OF _____, 2026

CHAIRPERSON
SECRETARY OF PLANNING COMMISSION

APPROVAL OF THE SEWARD CITY COUNCIL:

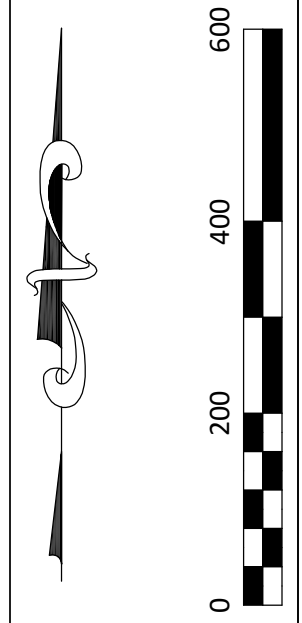
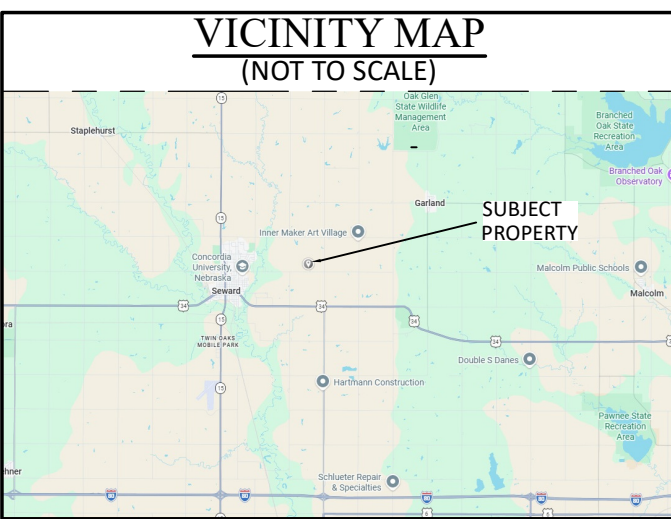
THE FOREGOING PLAT "BLUFF COUNTRY ESTATES" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD CITY COUNCIL ON THIS _____ DAY OF _____, 2026

MAYOR
ATTEST : CITY CLERK

ZONING INFORMATION:

PRESENT ZONING OF SUBJECT TRACTS IS "AG-AGRICULTURAL".

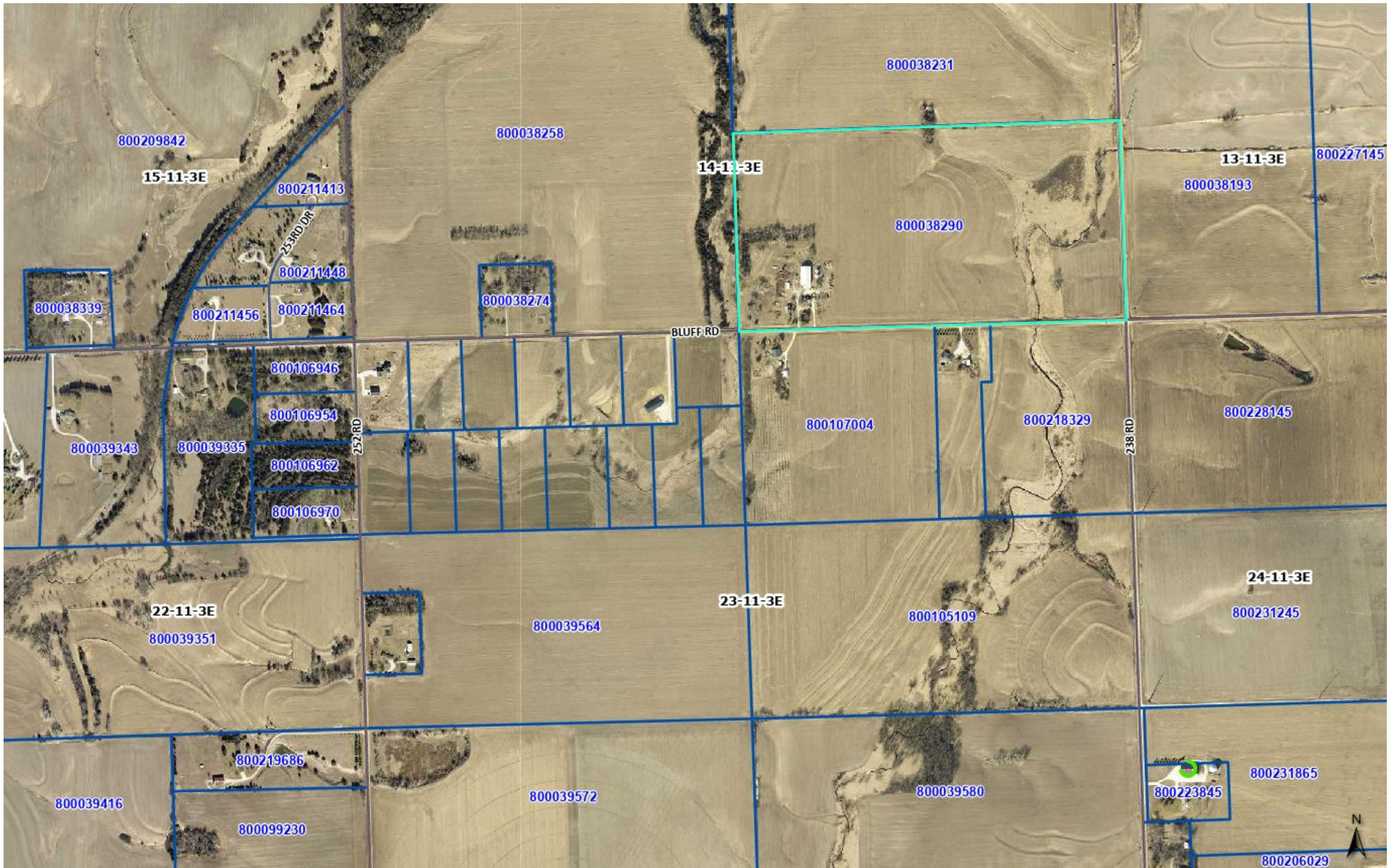
PROPOSED ZONING OF SUBJECT TRACT IS "RR-RURAL RESIDENTIAL" SETBACKS FOR "RR-RURAL RESIDENTIAL" ARE : FRONT/STREET SIDE YARD/REAR YARD : 50 FT. SIDE YARD : 25 FEET



LEGEND
- SET 5/8"x24" CAPPED REBAR (LS502) CTP - CRIMPED TOP PIPE
- SECTION CORNER (AS NOTED) OTP - OPEN TOP PIPE
- FOUND SURVEY POINT (AS NOTED) M - MEASURED DISTANCE
- CALCULATED SURVEY POINT R - RECORDED DISTANCE
- BOUNDARY LINE C - CALCULATED DISTANCE

Drawn By: PC
Checked By: TC/JS
Crew: JS
Field: 4-27-26
Drawing: 6-05-26
Job #: 2026-047
Scale: 1" = 200'
Sheet 1 of 1

BLUFF COUNTRY ESTATES
PRELIMINARY PLAT
A PLAT OF THE S 1/2 OF THE SE 1/4 SEC. 14,
T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA
WWW.CATLETTSURVEYING.COM





RR

RR



City of Seward Planning Commission
Major Subdivision Application

Application shall be submitted a minimum of 30 days prior to the City Planning Commission Meeting. City Planning Commission meets the 2nd Monday of each Month.

Date: 4/10/2026 Preliminary Plat Fee: \$400 + \$40 per Lot: ⁹²⁰\$480 + Notification Fee: \$100 = Amount Due: ¹⁰²⁰\$980

Owner/Developer: Rod and Ann Lyon Address: 2440 Bluff Road, Seward NE 68434
 Email: [REDACTED] Phone: [REDACTED]
 Legal Description: 14-11-3 S 1/2 SE 1/4 80 AC Subdivision: n/a
 Project Engineer: Prelim-SKCH/Final-Catlett Number of Lots: 12
 Present Zoning: AG Requested Zoning: RR

Within City Limits	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Adjacent to City Limits	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Within 2 Mile Area	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Annexation Requested	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Subdivision Agreement Submitted	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Performance Bond Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>

Signed by Developer: [Signature: Rod Lyon] [Signature: Ann Lyon]
 Final Plat Review

<u>Staff Review</u>	<u>Agency Review</u>
Electric Dept <input type="checkbox"/>	Cable TV <input type="checkbox"/>
Street Dept <input type="checkbox"/>	Gas Co <input type="checkbox"/>
Police Dept <input type="checkbox"/>	Phone Co <input type="checkbox"/>
Park/Rec Dept <input type="checkbox"/>	School Board <input type="checkbox"/>
	County P.C. <input type="checkbox"/>

Final Plat Fee: \$100 + \$10 per Lot: + Filing Fee: = Amount Due: \$100

Aid to Construction for Electric Department per Resolution No. 2025-30
 Developer Fee set by Electrical Superintendent and payable before development begins.

Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation: Total Amount Due: \$600.00

Date Action Taken: Planning Commission City Council

2. Public Hearing - 7:00 PM - Revisions of the One & Six Year Street Improvement Plan - City Engineer Oneby & Street Maint. Director Miers

Priority	Project #	Project Type	Status	Completed Project Description (FY 2026)	Surfacing	Projected Engineering Cost	Actual Construction Cost	Estimated Const Year (FY)	Funding	Comment
N/A	M-539 (222)	New Paving	Construction	Worthman Blvd from Pine St to west limit of Rail Campus Development	Concrete with Curb	\$252,000	\$1,770,000	2025	CDBG grant and EOP grant	
N/A	M-539 (235)	Storm Sewer Reconstruction	Construction	Pine Street and Worthman Blvd Intersection	Storm Sewer Concrete pavement	Combined with above	Combined with above	2025		Combined with Project M-539 (222) Widen intersection radii to match truck traffic
N/A	M-539 (236)	Storm Sewer Detention	Construction	Rail Campus Detention Basin	Detention Basin	Combined with above	Combined with above	2025		Combined with Project M-539 (222) Widen intersection radii to match truck traffic
N/A	M-539 (170b)	Bike Trail/ Shared Use Path	Construction	Bike Trail from Columbia to Karol Kay	Concrete		\$95,000	2026		Constructed by city staff
Priority	Project #	Project Type	Status	One Year Plan Description (FY 2027)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment
1	M-539 (151)	Reconstruction Storm Sewer	Construction	East Hillcrest Drive from Eastridge Drive to Plum Creek bridge (includes Bike Trail spur)	Concrete with Curb	\$200,000	\$1,302,000	2026/2027		Engineering in 2022-2023-2024-2025 Bid Summer 2026
2	M-539 (217)	Bridge Reconstruction	Construction	Plum Creek Bridge at East Hillcrest Drive/Bluff Road	Concrete	\$0	\$4,000,000	2026/2027	100% Federal Funding (BRO)	Design complete, FEMA approval pending NDOT Bid letting scheduled Aug, 2026
3	M-539 (228)	Storm Sewer Reconstruction	Construction	Bradford St, 5th to 6th Roberts Street, 5th to 6th	Storm Sewer Concrete patch	\$69,000	\$645,000	2026/2027		Design 95% complete. Requires final City review before bid
4	M-539 (184a)	Street Reconstruction	Engineering & Construction	East Hillcrest Drive from Columbia to Eastridge Drive	Concrete with Curb	\$180,000	\$2,120,000	2027		Engineering in 2026 Bid Fall 2026, Construct 2027
5	M-539 (242)	New Paving	Engineering & Construction	Walker Rd. from Pine St to City Limits	Concrete	\$180,000	\$1,100,000	2027		Currently unpaved road within newly annexed City limits, Rail Campus truck traffic
Priority	Project #	Project Type	Status	Six Year Plan Description (FY 2028-2033)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment
1	M-539 (212)	Storm Sewer/ Reconstruction	Engineering	Lindell Avenue from Jackson Avenue to East Seward Street & Jackson Avenue from Lindell Avenue to 127' east of Lindell	Concrete with Curb	\$148,000	\$850,000	2027/2028		Engineering in 2026/2027 Bid Summer 2027, requires ROW acquisition
2	M-539 (196a)	Storm Sewer/ Reconstruction	Engineering	Pinewood Avenue - Meadow Lane to Hwy 15	Concrete/Asphalt	\$148,000	\$1,821,000	2028		Engineering in FY2027 Different treatments in different sections
3	M-539 (193)	Stormwater Detention	Engineering	Pinewood and Hwy 15 Drainage	Detention Basin	\$120,000	\$400,000	2028		Combined with Priority 2, Project M-539 (195a) Probable site west of Hwy 15 in Golf Course
4	M-539 (223a)	Overlay	Planning	Third Street - Ash Street to Main Street	Asphalt with Concrete Curb	\$148,000	\$700,000	2028		
5	M-539 (227)	Reconstruction Storm Sewer	Engineering	Seward Street - 4th to 5th St	Storm Sewer Brick reconstruction	\$300,000	\$650,000	2028	Downtown Revitalization	Redesign 5th & Seward Intersection crosswalks
6	M-539 (239)	Storm Sewer/ Reconstruction	Engineering	River Street 14th Street to 13th Street	Storm Sewer Concrete pavement	\$160,000	\$500,000	2028		In conjunction with 48-unit apartment building at 1313 W Highway 34
7	M-539 (170a)	Bike Trail/ Shared Use Path	Engineering	Bike Trail from South Columbia to Independence Landing, 4th Street to Karol Kaye (ENH-30(83))	Concrete	\$400,000	\$4,000,000	2028	80/10/10 cost share with State & Federal	City contribution estimated \$400,000 Engineering 2026 (Revised path)
8	M-539 (226)	Bike Trail/ Shared Use Path	Planning	Plum Creek Trail re-route	Concrete	\$0	\$30,000	2028		Constructed by city staff
9	M-539 (201)	Signal	Planning	Traffic Signal on Hwy 15 at Worthman Blvd (Rail Campus)	N/A		\$400,000	2029		Required when traffic warrants
10	M-539 (184b)	Street Reconstruction	Planning	Hillcrest Drive from Columbia Avenue to 3rd Street	Storm sewer Concrete with Curb		\$2,500,000	2029		
11	M-539 (198)	Overlay	Planning	Ash Street - Columbia Avenue to Highway 15	Asphalt with Concrete Curb		\$400,000	2029		
12	M-539 (234)	New Paving	Planning	Columbia Avenue from City Limit to Depot Street	Concrete with Curb		\$800,000	2029		Unpaved road, awaiting completion of WWTF
13	M-539 (241)	Bike Trail/ Shared Use Path	Planning	Bike Trail from Dog Park to Evergreen	Concrete		\$95,000	2029		Spur Constructed by city staff
14	M-539 (184c)	Street Reconstruction	Planning	Hillcrest Drive from 3rd Street to Highway 15 (6th Street)	Concrete with Curb		\$1,500,000	2030		
15	M-539 (205)	Storm Sewer Reconstruction	Planning	8th St. from Park Av to Hillcrest W. Hillcrest, 7th St to Ironwood	Brick/concrete Pipe, curb inlets		\$509,000	2030		
16	M-539 (223b)	Overlay	Planning	Third Street - Main Street to Bradford	Asphalt with Concrete Curb		\$700,000	2030		
17	M-539 (194)	Storm Sewer	Planning	42" storm sewer between 12th & 13th north of Main Street	Pipe		\$100,000	2030		Research existing pipe diameters; identify bottleneck
18	M-539 (204)	Stormwater	Planning	Open channel from Elementary School to Rainbow Avenue near Star Street	Concrete Channel		\$60,000	2030		Engineering in-house
19	M-539 (229)	New Paving	Planning	Bluff Road, Plum Creek Bridge to 252nd St	Concrete with Curb		\$2,925,000	2031		
20	M-539 (218a)	Overlay	Planning	Roberts Street, 3rd Street to 6th Street Bradford Street, 5th to 6th	Asphalt with Concrete Curb		\$600,000	2031		
21	M-539 (221)	Storm Sewer	Planning	Plum Creek Park	Detention		\$300,000	2031		Probable site south of tennis courts Coordinate with NRD

Priority	Project #	Project Type	Status	Six Year Plan (continued) Description (FY 2028-2033)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment
22	M-539 (237)	Storm Sewer Reconstruction	Planning	Seventh Street from Ash Street to Main Street	Concrete with Curb		\$500,000	2031		Replace corrugated metal storm pipe under east curb, partial pavement replacement
23	M-539 (196b)	Reconstruction Storm Sewer	Planning	Pinewood Avenue - Columbia to Meadow Lane	Concrete/Asphalt			2031		Different treatments in different sections
24	M-539 (240)	Storm Sewer Reconstruction	Planning	Aspen Street and Walker Road Intersection	Storm Sewer Concrete pavement			2031		Augment deficient storm sewer capacity
25	M-539 (199)	Reconstruction	Planning	East Seward Street - Lindell Avenue to Columbia Avenue	Brick/concrete		\$500,000	2031		In sequence after Jackson/Lindell (Project 212)
26	M-539 (230)	New Paving	Planning	252nd Street, Hwy 34 to Bluff Rd	Concrete with Curb		\$2,274,000	2032		Currently a county road Cost share with county
27	M-539 (238)	Reconstruction	Planning	Fairgrounds Road	Concrete no curb		\$300,000	2032		Currently a county road Annexation
28	M-539 (218b)	Overlay	Planning	Roberts Street, Columbia Avenue to 3rd Street	Asphalt with Concrete Curb		\$600,000	2032		
29	M-539 (131)	New Paving	Planning	Park Avenue from N. 11th St. to N. 12th Street	Concrete with Curb Box culvert		\$385,000	2032		Pavement constructed by city staff Acquire ROW, Requires USACE approval
30	M-539 (231)	New Paving	Planning	Cemetery Reynolds Addition Detention	Detention		\$300,000	2032		
31	M-539 (215)	New Paving	Planning	Second Street - Oak St to Big Blue Bridge	Concrete with Curb		\$30,000	2032		Constructed by city staff
32	M-539 (202)	Reconstruction	Planning	Highway 15 Bridge across Worthman Creek widening and turn lanes	Asphalt		\$1,500,000	2033		Required when traffic warrants
33	M-539 (165)	New Paving	Planning	Spruce Street from 1/2 block west of Progressive Road to Pine Street	Concrete with Curb		\$30,000	2033		Constructed by city staff
34	M-539 (224)	Storm Sewer	Planning	Elm Street - 2nd to 3rd Streets	Pipe		\$200,000	2033		
35	M-539 (220)	Storm Sewer Detention	Planning	Cedar Street Detention Basin	Improvements		\$85,000	2033		Includes three basins including former RR ROW and 919 N. Columbia
36	M-539 (200)	Storm Sewer	Planning	Drainage Basin (Northeast) Improvements			\$400,000	2033		
37	M-539 (232)	New Paving and Subgrade	Planning	Prairie Flower Rd, E. Seward to Bluff Rd	Concrete		\$5,062,000	2033		Improve detention upstream of Cedar St. Detention Basin, property acquisition
38	M-539 (216)	Reconstruction	Planning	Highway 15 Bridge across Big Blue River widening	Concrete		\$6,000,000	2033		4,000 ft.
39	M-539 (161)	New Paving	Planning	Pine Street from Birch Street thru Spruce Street	Concrete with Curb		\$85,000	2033		
40	M-539 (162)	New Paving	Planning	Pine Street from Spruce Street thru Walnut Street	Concrete with Curb		\$85,000	2033		
41	M-539 (163)	New Paving	Planning	Pine Street from Walnut Street to Cottonwood Street	Concrete with Curb		\$85,000	2033		
42	M-539 (186)	Reconstruction	Planning	Walnut Street from Progressive Road to Pine Street	Concrete		\$70,000	2033		
43	M-539 (195)	Storm Sewer	Planning	Drainage Basin (Southwest) Improvements			\$200,000	2033		
Long Range Plan										
Project #	Project Type	Status	Description (FY 2034+)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment	
M-539 (x)	New Paving and Subgrade	Planning	252nd St, Bluff Rd to Waverly Rd	Concrete		\$3,054,000	TBD		5,300 ft.	
M-539 (x)	Reconstruction	Planning	Walker Rd. from City Limit to CTH 294	Concrete		TBD	TBD		4,600 ft.	
M-539 (x)	Reconstruction	Planning	Lincoln Avenue from Columbia Av to Highway 15 (6th Street)	Concrete with Curb		TBD	TBD		Include Bike Trail spur	
M-539 (x)	Reconstruction	Planning	Lincoln Avenue from Highway 15 (6th Street) to 10th St	Concrete with Curb		TBD	TBD		Include Bike Trail spur	
M-539 (x)	Storm Sewer	Planning	Langworthy from Columbia to Meadow Lane	Pipe		TBD	TBD			
M-539 (x)	New Paving	Planning	Birch Street from 285th St to CTH 294	Concrete		TBD	TBD		3,500 ft.	
M-539 (x)	Reconstruction	Planning	Moffitt St from Columbia Av to Highway 15 (6th Street)	Brick/concrete		TBD	TBD			
M-539 (x)	Reconstruction	Planning	Moffitt St from Highway 15 (6th Street) to 10th St	Brick/concrete		TBD	TBD			

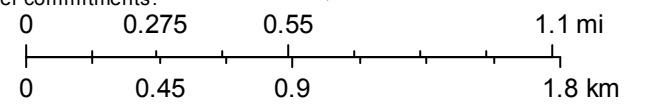


July 15, 2022

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

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Municipal Boundaries

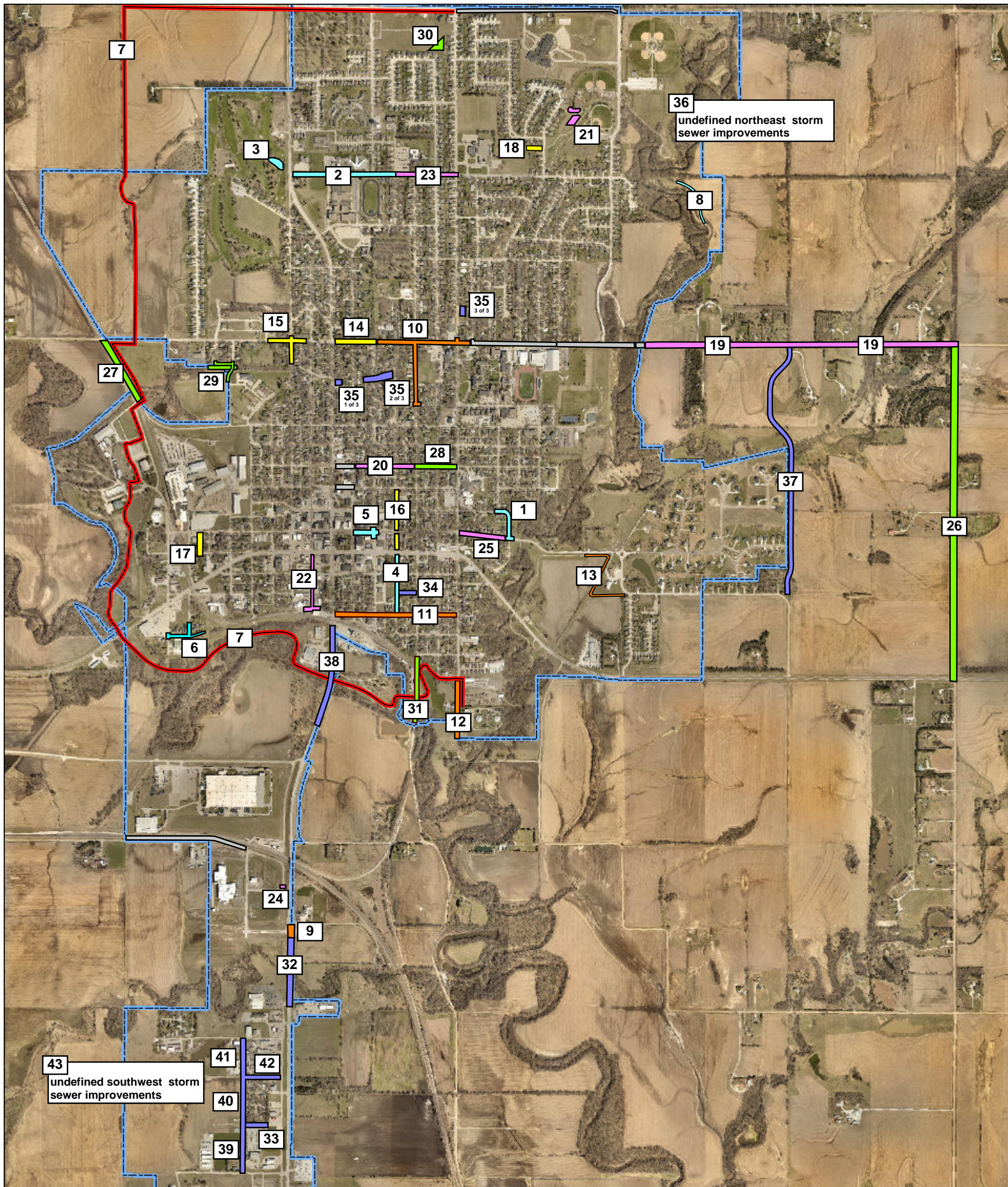


LEGEND

	CITY LIMITS
	Completed
	FY 2027



NOTE: NUMBERED BOXES CORRESPOND TO PRIORITY NUMBER IN THE FY 2027 ONE YEAR PLAN

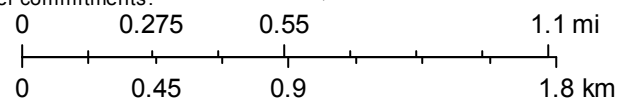


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Municipal Boundaries



LEGEND

	CITY LIMITS
	FY 2027
	FY 2028
	FY 2029
	BIKE TRAIL
	FY 2030
	FY 2031
	FY 2032
	FY 2033



NOTE: NUMBERED BOXES CORRESPOND TO PRIORITY NUMBER IN THE FY 2027 - FY 2031 SIX YEAR PLAN

City of Seward Planning Commission

142 N 7th St., Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

Tim Dworak 402-643-4000

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

2027 1 and 6 Year Public Roads
Plan review

City of Seward

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

June 8, 2026

BRIEF SUMMARY OF REQUEST

Review of the Annual One (1) and Six (6) Year Public Roads Plan for highway, road and street improvements for the City of Seward, NE, in fulfillment of the requirements of Title 428 of the Nebraska Administrative Code.

The notice of this Public Hearing was published in the Seward County Independent.

APPLICATION CONTACT

Michael Oneby – City Engineer

Bob Miers – Streets Director

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

ADMINISTRATIVE ITEMS

1. Approval to Advertise for Bids to Construct the Electric Underground Utilities for the E Hillcrest Improvements Project - Electric Superintendent Hochstein

Contract Documents and Specifications

**E HILLCREST DRIVE
UNDERGROUND CIRCUIT RELOCATION**

**E HILLCREST DRIVE & EASTRIDGE DRIVE
SEWARD, NEBRASKA
2025**

90%

olsson[®]

Nebraska Certificate of Authorization No.: CA-0638

January 2025

Olsson Project No. 024-03433

(Insert Seal below)

I, Abigail Levin, am the Coordinating Professional on the E Hill Drive Underground Circuit Relocation Project.

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00 45 19	ANTI-COLLUSION STATEMENT
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APPENDICES

Appendix A – 211615 - EAST HILLCREST STREET IMPROVEMENTS

Drawings

Issued for Bid Design E Hillcrest Drive Underground Circuit Replacement

ADVERTISEMENT FOR BIDS

The City of Seward, Nebraska will receive and accept bids through QuestCDN.com via their electronic VirtuBid™ online bid service for the project briefly described below. A virtual bid opening will be held **January/February XX, 2026, at 3:00 P.M. CST**, utilizing a web conferencing application.

➤ E Hillcrest Drive Underground Circuit Relocation

The Project includes shipping and handling to the site, and other items incidental work indicated on the plans and specifications, including the following Work:

- **Remove existing overhead power infrastructure along E Hillcrest Drive between Eastridge Drive and Plum Creek Trail. Construct a 3Ø underground 12.47KV power distribution feeder between Eastridge Drive and Plum Creek Trail, including underground cable in rigid conduit, cable terminations in padmount equipment, overhead wood poles with new underground risers and terminations, and new metering equipment.**
- **Install Owner-furnished 15KV padmounted switchgear (qty 3), junction cabinet (qty 1), and primary metering cabinet (qty 1).**
- **Make MV connections to Owner-furnished padmounted equipment, including switchgear, junction cabinet, primary meter cabinet, and underground risers on Owner-furnished wood poles (qty 4).**
- **Other construction as specified in bidding documents.**

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

The Issuing Office for the Bidding Documents is Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. Questions will be answered in Quest.

A complete set of plans, specifications, contract documents and proposal form must be obtained from www.questcdn.com for a fee of \$22 (nonrefundable). If submitting a bid, a fee of \$42 (non-refundable) will be required. Once logged into the site, insert eBidDoc project number 10005572 - Seward E Hillcrest Drive Underground Circuit Relocation.

A pre-bid conference will not be conducted for this project.

Each successful bidder shall supply a Performance Bond and a Payment Bond executed by a corporate surety licensed in the State of Nebraska in an amount equal to 100 percent of the contract price as part of this contract.

A bidder's bond in an amount of not less than five percent of the amount bid. The bond(s) shall be made payable to City of Seward, NE, as security that the bidder(s) to whom the award(s) are made will enter into contract to build the improvements bid upon and furnish the required bonds and insurance. The draft may be cashed by the City as liquidated damages in the event the successful bidder fails to enter into a contract within 15 days after the Notice of Award and post bond satisfactory to the City ensuring the faithful fulfillment of the contract.

No proposal may be withdrawn within a period of 60 days after the date fixed for proposal opening. The City of Seward, Nebraska reserves the right to reject any and all proposals and to waive informalities in proposals submitted.

Owner: City of Seward, Nebraska
By: Greg Butcher, City Administrator

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may make them available for examination. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

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

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

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

- 5.01 *Site and Other Areas*
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional

lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

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

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

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

5.03 *Other Site-related Documents*

A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must **schedule visit to occur during business hours and shall** not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. Heidie Stock- hstock@olsson.com

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of

material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors and/or Suppliers proposed for all portions of the Work within five days after Bid opening. Owner has the right to request adjustments including requiring engineering review of all submittal drawings for any suppliers provided.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder may prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the

Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices;” such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 Allowances

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include a copy of the Bid Form completed in Quest, and, if required, the Bid Bond Form. The copy of the Bid Form is to be completed in Quest and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest total amount for all of the Work or the most efficacious Bid for Owner.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.
 - F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion in calendar days times the rate for liquidated damages in dollars per day.
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

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

ARTICLE 21—SALES AND USE TAXES

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

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

- 1.01 This Bid is submitted to: City of Seward, Nebraska
- 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 submitted with and made a condition of this Bid:
 - A. Required Bid Security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. 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;
 - E. 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;
 - F. Required Bidder Qualification Statement with supporting data.

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

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
					\$
					\$
					\$
					\$
					\$
Total of All Unit Price Bid Items					\$

COMPLETE IN QUEST

- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work 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 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 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. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Seward, Nebraska Address <i>(principal place of business)</i> : 537 Main Street Seward, NE 68434	Bid Project <i>(name and location)</i> : E Hillcrest Drive Underground Circuit Relocation; Seward Activity #402402 Seward, Nebraska Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date of Bond]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

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.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	
--------------	--

Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

ANTI-COLLUSION STATEMENT

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ [YEAR].

_____ Notary Public

My Commission Expires _____

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

This Agreement is by and between **City of Seward, Nebraska** (“Owner”) and [name of contracting entity] (“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:

- **Remove existing overhead power infrastructure along E Hillcrest Drive between Eastridge Drive and Plum Creek Trail. Construct a 3Ø underground 12.47KV power distribution feeder between Eastridge Drive and Plum Creek Trail, including underground cable in rigid conduit, cable terminations in padmount equipment, overhead wood poles with new underground risers and terminations, and new metering equipment.**
- **Install Owner-furnished 15KV padmounted switchgear (qty 3), junction cabinet (qty 1), and primary metering cabinet (qty 1).**
- **Make MV connections to Owner-furnished padmounted equipment, including switchgear, junction cabinet, primary meter cabinet, and underground risers on Owner-furnished wood poles (qty 4).**
 - **Other construction as specified in bidding documents.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **E Hillcrest Drive Underground Circuit Relocation.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Olsson (“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 **Engineer.**

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.

Do these dates reflect the current required timeline?

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **May 6, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 29, 2026**.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: **50% Completion – March 13, 2026**
 - a. Install underground switchgear and transformer pads
 - b. Install new overhead deadend poles, guys, anchors, and risers
 - c. Install remaining distribution and secondary conduit
 2. Milestone 2: **Substantial Completion– May 6, 2026**
 - a. Install underground distribution and secondary conductor
 - b. Install underground switchgears and transformers
 - c. Remove existing overhead distribution conductor, poles, guys, anchors, and risers
 - d. Install remaining distribution and secondary conduit
 3. Milestone 3: **Final Completion- May 29, 2026**
 - a. Final punch list items complete
 - b. All debris removed
 - c. Site handover to Owner

4.04 *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 **\$1,000** 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 **\$1,000** 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.

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) attached in bid documents.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- 5.02 Contractor shall be responsible for fees acquired from failure to meet key performance indicators related to the function of the substation during the testing and commissioning phase of construction

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 **27th** 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. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **5** 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

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

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal 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. Bid Form
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Drawings listed on the attached sheet index
 - 9. Addenda **[number]** to **[number]**
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. **211615 – East Hillcrest Street Improvements**
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
 - e. Warranty Bond, if any

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

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

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

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

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

License No.: _____
(where applicable)

State: _____

Documentation of Authority to Sign

Complete Section A *or* B, as applicable:

Section A.

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

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

(Corporate Seal)

Corporate Secretary

Section B.

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

By _____

NOTARIZATION

STATE OF NEBRASKA

COUNTY OF _____

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

Notary Public

PERFORMANCE BOND

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

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

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

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

14. Definitions

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

PAYMENT BOND

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

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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

NOTICE OF AWARD

Date of Issuance:

Owner: City of Seward, Nebraska Owner's Project No.: 402402
Engineer: Olsson, Inc. Engineer's Project No.: 024-03433
Project: E Hillcrest Drive Underground Circuit Relocation
Contract Name: Agreement Between Owner and Contractor for Construction Contract
Bidder:
Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- **Remove existing overhead power infrastructure along E Hillcrest Drive between Eastridge Drive and Plum Creek Trail. Construct a 3Ø underground 12.47KV power distribution feeder between Eastridge Drive and Plum Creek Trail, including underground cable in rigid conduit, cable terminations in padmount equipment, overhead wood poles with new underground risers and terminations, and new metering equipment.**
- **Install Owner-furnished 15KV padmounted switchgear (qty 3), junction cabinet (qty 1), and primary metering cabinet (qty 1).**
- **Make MV connections to Owner-furnished padmounted equipment, including switchgear, junction cabinet, primary meter cabinet, and underground risers on Owner-furnished wood poles (qty 4).**
 - **Other construction as specified in bidding documents.**

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **1** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Seward, Nebraska**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer

NOTICE TO PROCEED

Owner: City of Seward, Nebraska Owner's Project No.: 402402
Engineer: Olsson, Inc. Engineer's Project No.: 024-03433
Contractor: _____ Contractor's Project No.: _____
Project: E Hillcrest Drive Underground Circuit Relocation
Contract Name: Agreement Between Owner and Contractor for Construction Contract
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **May 6, 2026, for Substantial Completion, from Agreement,** and the date by which readiness for final payment must be achieved is **May 29, 2026, for readiness, from Agreement.**

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Seward, Nebraska
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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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

- 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

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.

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.

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.

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.

- 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

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.

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

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.

- 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

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.

- 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.

- 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

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.

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

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;

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

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

- 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

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

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

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.

- 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);

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

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.

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.

- 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;

- 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.

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.

- 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.

- 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.

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.

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.

- 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.

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

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.

- 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

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.

- 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.

- 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.

- 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.

- 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.

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.

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.

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.

- 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:

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.

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

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

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

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

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.

- 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, expeditors, 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

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

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.

- 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,

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,

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

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.

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;

- 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

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

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.

- 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,

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.

- 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,

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

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.

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.

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

1.01 *Defined Terms*

SC-1.01 Add the following definition in Paragraph 1.01.A immediately after definition Number 50.

51. *Clarification and Interpretation* – Synonymous with Request for Information (RFI), which is the procedure used to receive written interpretation from the Engineer regarding construction details, specifications, intended end product uses, or notes contained on the contract documents, which the Contractor requires additional information in order to proceed with the work.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Engineer shall furnish to Contractor up to five printed copies of the Drawings and Specifications, as requested. Additional copies will be furnished upon request at the cost of reproduction. Engineer will provide fully executed contracts to Owner, Contractor, and any other parties as deemed necessary.

2.05 *Initial Acceptance of Schedules*

SC-2.05 Add the following paragraph immediately after Paragraph 2.05.A:

- B. A meeting specifically to review Contractor's schedules as referred to in Paragraph 2.05 will not be held unless deemed necessary by Engineer after receipt of the Contractor's schedules required by Paragraph 2.03.A.

SC-2.07. Add the following paragraph immediately after Paragraph 2.06:

2.07. *Counterparts of the Agreement.*

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

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 Reference Points

SC-4.03 Add the new following paragraph immediately after Paragraph 4.03.A:

- B. Reference Points from which Contractor shall be responsible for laying out the Work are included on the project drawings.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

Olsson will update to most recent drawings.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. In preparation of the Drawings and Specifications, Engineer relied upon the following reports of explorations and tests of subsurface conditions at or contiguous to the Site:

Electronic copy of the 75% design plans for JEO Project No. 211615.00 as it pertains to proposed storm sewer construction and improvements along E Hillcrest Drive between Eastridge Drive and Plum Creek Trail and other underground utilities in the same vicinity.

- F. Electronic copies of reports and drawings itemized in SC-5.03.C that are not included with the Bidding Documents will be provided to Contractor by Owner within 10 days of written request. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Contractor is entitled to rely as provided in GC-5.03.B and as identified and established above are incorporated herein by reference.

5.05 Underground Facilities

SC-5.05 Delete Paragraph 5.05.A.3 in its entirety and insert the following in its place:

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 in advance of excavating or trenching, by contacting the Owners thereof and prospecting.

SC-5.05 Add the following new paragraphs immediately after Paragraph 5.05.A.5:

6. 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.

7. The Contractor shall use his own information and shall not rely solely upon information shown on the drawings concerning existing underground installations.
8. 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.

5.06 *Hazardous Environmental Conditions*

SC-5.06 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 or Engineer.
- B. Not Used

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 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-6.01 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).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraphs immediately after Paragraph 6.02.N:

- O. 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.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *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	NONE
Bodily injury by disease—aggregate	NONE
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage (if applicable)	
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:	NONE

Policy shall include "all states" coverage. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

- E. *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.
- F. *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.
 - 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.
 8. Policy shall include a waiver of subrogation in favor of Owner and Engineer.
- G. *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.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. *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. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- J. *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. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- K. *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 \$2,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- L. *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. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

M. *Contractor's Professional Liability Insurance*: Not required for this project.

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). This is replacement cost and not the contract price.

5. extend to cover damage or loss to insured property while in transit. This is replacement cost and not the contract price.
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.
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:
 - a. NONE
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. 15kV Padmounted Switchgear and Box pads/Basements - \$XXXX.XX each
 - b. 15kV Underground Primary Cable - \$XXXX.XX Per FT
 - c. Junction Box - \$XXX.XX each

Please clarify what additional materials/equipment you are providing and each cost per item to include here.

We can also add any additional clarification if you want the contractors to procure any specific items from certain manufacturers. Let us know what you would like added.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.09 Permits

SC-7.09 Add the following new paragraph immediately after Paragraph 7.09.A

- B. The Owner is in the process of acquiring or has acquired the following permit(s):
 1. Permits as needed or required
 2. City Construction Permit (Fee Waived)

The Contractor shall be solely responsible for implementing and maintaining all measures of these permits. 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.

7.10 Taxes

SC-7.10 Add the new paragraphs immediately after Paragraph 7.10.A:

1. It is the responsibility of the Contractor to understand the tax laws and pay taxes in accordance with these laws.
2. Refer to the Instruction to Bidders.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor

SC-9.01 Add the following new paragraph immediately after Paragraph 9.01A:

- B. Owner and Contractor will coordinate directly on other work performed on site.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner’s Site Representative

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be City of Seward, Nebraska. The authority and responsibilities of Owner’s Site Representative follow:
 - a. Helping define project goals, timelines, and budgets, ensuring they are consistent with Owner's vision and contribute to effective capital planning.
 - b. Monitoring expenses and managing cost control so everything is within the approved construction budget.
 - c. Reviewing and negotiating contracts with contractors, vendors, and other stakeholders.
 - d. Acting as the main point of contact between Owner, contractors, architects, and other project stakeholders.
 - e. Identifying potential risks, delays, cost overruns, and quality issues, and then taking steps to mitigate them.
 - f. Monitoring construction progress and seeing to it that work meets quality standards and specifications. This could also involve long-term maintenance and asset lifecycle management considerations.
 - g. Keeping the project on track by overseeing timelines and addressing scheduling conflicts.
 - h. Ensuring that all work complies with safety regulations, building codes, and contractual obligations.
 - i. Conducting regular construction site inspections to verify that the project meets the Owner's expectations and industry standards.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by Agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

11.02 Change Orders

SC-11.02 Add the following paragraph immediately after Paragraph 11.02.B:

- C. At the time of execution of a Change Order or Written Agreement, Owner and Contractor expressly acknowledge that said Change Order or Written Agreement provides for a fair and equitable adjustment in Contract Price and/or Contract Time for the additions, deletions, or revisions in the Work as authorized by said Change Order or Written Agreement. Owner and Contractor further expressly acknowledge that later claims for adjustments to the Contract Price and/or Contract Time associated with said Change Order or Written Agreement are not valid.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- 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 extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25** percent 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

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Add the following paragraph immediately after Paragraph 15.01.B.2:

- a. Progress Payment shall be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the materials and equipment and protect his interest therein, including applicable insurance. Payments for such 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.

SC-15.01 Add the following paragraph immediately after Paragraph 15.01.B.4:

5. Each Application for Progress 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 application, and other data or reasonably required by Engineer.

15.03 Substantial Completion

SC-15.03 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, will 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 this Article 15.

SC-15.03 Add the following new paragraph immediately after Paragraph 15.03.F:

- G. Portions of the Work, which can be completed without interruption of the intended operation, may be completed after the Work is accepted as substantially complete.

Those items include:

- a. Seeding and minor grade restoration
- b. Minor corrections or adjustments to equipment
- c. Documentation updates
- d. Other items that do not prevent safe energization

15.04 Partial Use or Occupancy

SC-15.04 Add the following paragraphs immediately after Paragraph 15.04.A:

- B. Owner has the right to take possession of or use any completed or substantially completed portions of the Work at any time, but such taking possession or use will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

Owner's use of any facilities so identified in the Contract Documents will not be grounds for extension of the Contract Time or change in the Contract Price.

Owner's use of any facilities not specifically identified in the Contract Documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by Contractor will be equitably adjusted with a Change Order.

Facilities substantially completed in accordance with the Contract Documents which are occupied or used by Owner prior to Substantial Completion of the entire Work will be defined by Engineer in a written notice to Owner and Contractor fixing the responsibility for insurance and maintenance on that part of the Work and including a tentative list of items to be completed or corrected before final acceptance.

Guarantee periods for accepted or substantially completed Work, including mechanical and electrical equipment, will commence upon the start of continuous use by Owner.

All tests and instruction of Owner's personnel must be satisfactorily completed, and Owner shall assume responsibility for, and operation of all facilities occupied or used except as may arise through portions of the Work not yet completed by Contractor.

SC-15.08 Delete the word "Substantial" in Paragraph 15.08.A and replace it with the word "Final".

SC-15.08 Add the following paragraph immediately after Paragraph 15.08.F:

- G. Nothing in the General Conditions Article 14 concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work and has no relationship to the time within which his obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish his liability with respect to his obligations other than to specifically correct the Work.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.01 Final Resolution of Disputes

SC-17.01 Delete Paragraph 17.01.B in its entirety and insert the following paragraphs 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.

ARTICLE 18—MISCELLANEOUS

SC-18.10 Add the following paragraphs immediately following Paragraphs 18.10:

18.11 *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.

18.12 *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.

18.13 *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 appropriate State Agencies including the State Historical Preservation Office. 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 appropriate State Agencies and 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.

18.14 *New Employee Work Eligibility Status*

- A. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

18.15 *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.

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>

18.16 *Compliance with the Bald and Golden Eagle Protection Act (Eagle Act)*

- A. The golden eagle is found in arid, open country with grassland for foraging in western Nebraska and usually near buttes or canyons which serve as nesting sites. Bald eagles utilize mature, forested riparian areas near rivers, streams, lakes, and wetlands, and occur along all the major river systems in Nebraska. The bald eagle southward migration begins as early as October and wintering period extends from December-March. Additionally, many eagles nest in Nebraska from mid-February through mid-July. Disturbances within 0.5 miles of an active nest or within line-of-sight of the nest could cause adult eagles to discontinue nest building or to abandon eggs. Both bald and golden eagles frequent river systems in Nebraska during the winter where open water and forested corridors provide feeding, perching and roosting habitats. If it is determined that either species could be affected by the proposed project, the USFWS should be notified at the above phone and email address as well as the Nebraska Game and Parks Commission for recommendations to avoid adverse impacts to the bald and golden eagles.

18.17 *Equal Employment Opportunity*

- A. Contractor and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

APPENDIX A

211615 - EAST HILLCREST STREET IMPROVEMENTS

(Insert Seal below)

I, Abigail Levin, am the Coordinating Professional on the E Hillcrest Drive Underground Circuit Relocation Project.

**E Hillcrest Drive Underground Circuit Relocation
Seward, Nebraska**

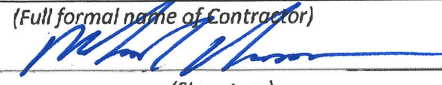
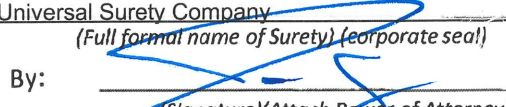
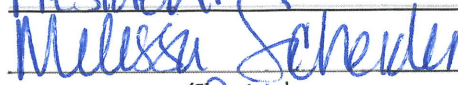
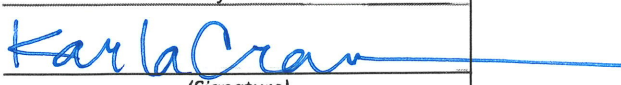
January 2025

Olsson Project No. 024-03433

2. Consideration of Approval of a Construction Contract with Van Kirk Bros. for the Metering Manhole & Sampling Building Project in the Amount of \$311,520.25 - City Engineer Oneby

PAYMENT BOND

Bond Number: 150617

<p>Contractor</p> <p>Name: Van Kirk Sand & Gravel Inc. d/b/a Van Kirk Bros. Contracting</p> <p>Address (principal place of business): P O Box 585 Sutton, NE 68979</p>	<p>Surety</p> <p>Name: Universal Surety Company</p> <p>Address (principal place of business): P.O. Box 80468, Lincoln, NE 68501</p>
<p>Owner</p> <p>Name: City of Seward</p> <p>Mailing address (principal place of business): 537 Main St., PO Box 38, Seward, NE 68434</p>	<p>Contract</p> <p>Description (name and location): Metering Manhole & Sampling Building - Phase 1 2841 Walker Rd Seward, NE 68434</p> <p>Contract Price: \$311,520.25</p> <p>Effective Date of Contract: 06/17/2026</p>
<p>Bond</p> <p>Bond Amount: \$311,520.25</p> <p>Date of Bond: 06/17/2026 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Van Kirk Sand & Gravel Inc. d/b/a Van Kirk Bros. Contracting</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety Universal Surety Company</p> <p style="text-align: center;"><i>(Full formal name of Surety) (Corporate seal)</i></p>
<p>By:  <i>(Signature)</i></p>	<p>By:  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: Michael Newman <i>(Printed or typed)</i></p>	<p>Name: James M. King <i>(Printed or typed)</i></p>
<p>Title: President</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest:  <i>(Signature)</i></p>	<p>Attest:  <i>(Signature)</i></p>
<p>Name: Melissa Scheidemann <i>(Printed or typed)</i></p>	<p>Name: Karla Cram <i>(Printed or typed)</i></p>
<p>Title: Witness</p>	<p>Title: Witness</p>
<p><small>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.</small></p>	

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.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY 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 wit:

"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."

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, 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 **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"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 in 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 by the Company.
IN WITNESS WHEREOF, **UNIVERSAL SURETY 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 26.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



Secretary/Treasurer By President
State of Nebraska }
County of } ss. Lancaster

On this 16th day of February, 20 26, 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 **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2030.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 17th day of June, 20 26.

Philip C. Abel

Director



DOCUMENT 00 51 00

NOTICE OF AWARD

To: Van Kirk Sand & Gravel Inc. dba Van Kirk Bros. Contracting Date: May 26, 2026
1200 West Ash Street, PO Box 585
Sutton, NE 68979

Contract: Metering Mahole & Sampling Building – Phase 1
SEH Project No: SEWAC 163917

You are notified that your Bid dated May 7, 2026 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the above referenced project.

The Contract Price is THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY DOLLARS AND 25/100 (\$311,520.25).

Copies of the proposed Agreement accompany this Notice of Award. Additional sets of Project Manuals and Drawings will be sent to you under separate cover and are not part of this Notice.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award; that is by June 10, 2026.

1. Deliver the following documents to the Engineer **electronically**:
Notice of Award
Agreements
Performance Bonds and Payment Bonds
Certificates of Insurance

2. (List other conditions). N/A

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Within fifteen days after you comply with the above conditions, OWNER will return to you one fully-executed counterpart of the Contract Documents.

City of Seward
By: Jehan Eibani
Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by VAN KIRK BROS. CONTRACTING, this 5 day of June, 2026.

By: [Signature]
Title: president

c: Owner

END OF DOCUMENT

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 Van Kirk Sand & Gravel Inc. d/b/a Van Kirk Bros. Contracting (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:

Metering Manhole & Sampling Building – Phase 1
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: Sanitary sewer piping installation, installation of owner-furnished manholes and associated equipment, cast-in-place building foundation and equipment pads, electrical installations and miscellaneous site work.

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 July 31, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 15, 2026.

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 \$1,500 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 \$1,000 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.

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

- 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. 90 percent of Work completed (with the balance being retainage).
 - b. 90 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 payment becomes due.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. Addenda (numbers 00 00 11 to 00 00 13, 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.
 9. The Drawings listed in the index located on Drawing Sheet G001.
 10. 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.
 11. 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 June 17, 2026 (which is the Effective Date of the Contract).

OWNER:

CITY OF SEWARD, NEBRASKA

By: _____

Title: Mayor

[CORPORATE SEAL]

Attest: _____

Title: City Clerk

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: Michael Oneby

Title: City Engineer

Address: 142 N. 7th Street

Seward, NE 68434

Phone: (402) 643-2928 x203

Email: michael.oneby@cityofsewardne.gov

CONTRACTOR:

Van Kirk Bros. Contracting

By: [Signature]

Title: President

[CORPORATE SEAL]

Attest: Melissa Schendemann

Title: Corp. Secretary

Address for Giving Notices:

1200 W Ash Street

RD Box 585

Sutton, NE 68979

License No. 289104

(Where Applicable)

Agent for service of process: Michael Newman

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

Designated Representative:

Name: Mike Newman

Title: President

Address: RD Box 585

Sutton, NE 68979

Phone: (402) 773-5250

Email: mike@vkbrs.net

END OF DOCUMENT



ADDITIONAL REMARKS SCHEDULE

AGENCY Ellerbrock-Norris Agency, Inc.		NAMED INSURED Van Kirk Sand and Gravel, Inc. dba Van Kirk Bros. Contracting P. O. Box 585 Sutton, NE 68979-0585 Clay	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

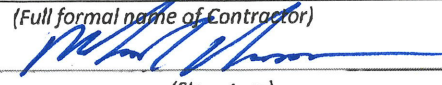
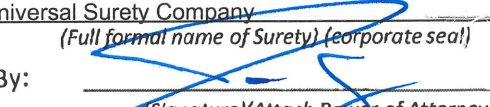
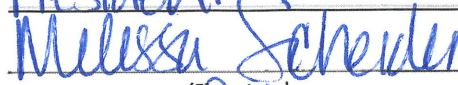
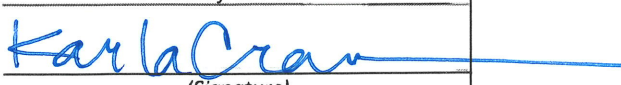
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
underlying General Liability, Auto Liability, and Employers Liability, including Additional Insured and Waiver of Subrogation provisions where afforded by the underlying policies, subject to the Umbrella/Excess policy's terms, conditions, and exclusions.

PAYMENT BOND

Bond Number: 150617

<p>Contractor</p> <p>Name: Van Kirk Sand & Gravel Inc. d/b/a Van Kirk Bros. Contracting</p> <p>Address (principal place of business): P O Box 585 Sutton, NE 68979</p>	<p>Surety</p> <p>Name: Universal Surety Company</p> <p>Address (principal place of business): P.O. Box 80468, Lincoln, NE 68501</p>
<p>Owner</p> <p>Name: City of Seward</p> <p>Mailing address (principal place of business): 537 Main St., PO Box 38, Seward, NE 68434</p>	<p>Contract</p> <p>Description (name and location): Metering Manhole & Sampling Building - Phase 1 2841 Walker Rd Seward, NE 68434</p> <p>Contract Price: \$311,520.25</p> <p>Effective Date of Contract: 06/17/2026</p>
<p>Bond</p> <p>Bond Amount: \$311,520.25</p> <p>Date of Bond: 06/17/2026 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Van Kirk Sand & Gravel Inc. d/b/a Van Kirk Bros. Contracting</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety Universal Surety Company</p> <p style="text-align: center;"><i>(Full formal name of Surety) (Corporate seal)</i></p>
<p>By:  <i>(Signature)</i></p>	<p>By:  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: Michael Newman <i>(Printed or typed)</i></p>	<p>Name: James M. King <i>(Printed or typed)</i></p>
<p>Title: President</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest:  <i>(Signature)</i></p>	<p>Attest:  <i>(Signature)</i></p>
<p>Name: Melissa Scheidemann <i>(Printed or typed)</i></p>	<p>Name: Karla Cram <i>(Printed or typed)</i></p>
<p>Title: Witness</p>	<p>Title: Witness</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

EJCDC® C-615, Payment Bond.

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Page 1 of 4

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY 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 wit:

"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."

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, 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 **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"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 in 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 by the Company.
IN WITNESS WHEREOF, **UNIVERSAL SURETY 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 26.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



Secretary/Treasurer By President
State of Nebraska }
County of } ss. Lancaster

On this 16th day of February, 20 26, 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 **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2030.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 17th day of June, 20 26.

Philip C. Abel

Director




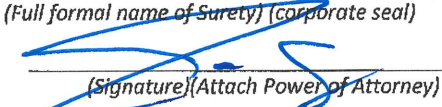
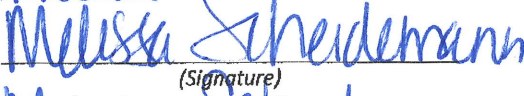

PERFORMANCE BOND

Bond Number: 150617

<p>Contractor Name: Van Kirk Sand & Gravel Inc. d/b/a Van Kirk Bros. Contracting Address (principal place of business): P O Box 585 Sutton, NE 68979</p>	<p>Surety Name: Universal Surety Company Address (principal place of business): P.O. Box 80468, Lincoln, NE 68501</p>
<p>Owner Name: City of Seward Mailing address (principal place of business): 537 Main St., PO Box 38, Seward, NE 68434</p>	<p>Contract Description (name and location): Metering Manhole & Sampling Building - Phase 1 2841 Walker Rd Seward, NE 68434 Contract Price: \$311,520.25 Effective Date of Contract: 06/17/2026</p>

Bond
 Bond Amount: \$311,520.25
 Date of Bond: 06/17/2026
(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.

<p>Contractor as Principal Van Kirk Sand & Gravel Inc. d/b/a Van Kirk Bros. Contracting _____ <i>(Full formal name of Contractor)</i></p>	<p>Surety Universal Surety Company _____ <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u> <i>(Signature)</i></p>	<p>By: <u></u> <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>Michael Newman</u> <i>(Printed or typed)</i></p>	<p>Name: <u>James M. King</u> <i>(Printed or typed)</i></p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u> <i>(Signature)</i></p>	<p>Attest: <u></u> <i>(Signature)</i></p>
<p>Name: <u>Melissa Scheidemann</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Karla Cram</u> <i>(Printed or typed)</i></p>
<p>Title: <u>Witness</u></p>	<p>Title: <u>Witness</u></p>

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.

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

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

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

14. Definitions

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

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY 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 wit:

"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."

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, 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 **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"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 in 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 by the Company.
IN WITNESS WHEREOF, **UNIVERSAL SURETY 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 26.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



Secretary/Treasurer By
State of Nebraska }
County of } ss.
Lancaster

President

On this 16th day of February, 20 26, 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 **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2030.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 17th day of June, 20 26.

Philip C. Abel

Director



3. Consideration of a Resolution to Dissolve the Community Development Block Grant (CDBG) Revolving Loan Fund Board - City Administrator Butcher

RESOLUTION NO. 2026-12

CDBG-RLF Board

WHEREAS, the City of Seward has established a Community Development Block Grant (CDBG) Application Review Board; and

WHEREAS, per Resolution No. 2022-17, the Community Development Block Grant (CDBG) – Economic Development Revolving Loan Fund (RLF) program has officially ceased to exist;

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

The oversight board of the CDBG-RLF has officially been eliminated.

All previous resolutions in conflict with this resolution are hereby revoked.

Dated: June 16, 2026

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

RESOLUTION NO. 2022-17

WHEREAS, Public Notice was published for Public Hearing before the City Council in consideration of ceasing and discontinuing further economic development activities through the Community Development Block Grant - Economic Development Revolving Loan Fund (RLF) under the previously approved economic development plan of the City of Seward, NE, and

WHEREAS, Public Hearing was heard on this evening at 7:00 p.m. or shortly thereafter in which all interested persons were able to attend in be heard regarding the proposed action as published in the Public Notice.

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

1. Upon consideration of the proposed request and after opportunity from the Public to come before the City Council and be heard at Public Meeting, the Community Development Block Grant - Economic Development Revolving Loan Fund (CDBG -EDRLF) under the approved Economic Development plan for the City of Seward, NE is ceased and discontinued.

Passed and adopted on the 3rd day of May, 2022 by the City Council of Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:


Joshua Eickmeier, Mayor


Derek Bargmann
City Clerk



4. Consideration of a Revised Interlocal Agreement with the Seward County Rural Fire Protection District Providing Fire Protection and Emergency Services (TABLED 6/2/26) - 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

April 30, 2026

Village of Pleasant Dale
110 Ash St
Pleasant Dale, NE 68423

Village of Beaver Crossing
800 Dimery
Beaver Crossing, NE 68313

Tamora Fire Department
Tamora, NE 68434

Village of Utica
466 1st St
Utica, NE 68456

Village of Goehner
Box 113
Goehner, NE 68364

Village of Staplehurst
155 S 3rd St
Staplehurst, NE 68439

Village of Garland
104 4th St
Garland, NE 68360

Village of Cordova
395 Helen St
Cordova, NE 68330

Village of Bee
220 Elm St.
Bee, NE 68314

City of Milford
402 1st St
Milford, NE 68405

City of Seward
537 Main
Seward, NE 68434

RE: Revised Agreement between Seward County Rural Fire Protection District and
Municipalities and Departments providing Fire Protection

To the Clerk of Each Municipality.

Please find attached three copies of the new fire contract with the rural district. These need to be placed on the agenda at your next meeting and approved. Please sign and deliver them to your department for signature. Once your department has also signed, return to executed contracts to my office, and retain one executed contract for your official records. **THESE NEED TO BE APPROVED NO LATER THAN YOUR JUNE MEETING.** If you have questions, call me.

I am also enclosing a check in the amount of \$16,536.36 which represents your department's share of the grant funds received under the State Mutual Finance Assistance Act. These funds must be spent on Operations (day-to-day fire and rescue services); Equipment; Training; General fire protection and emergency response costs that are not otherwise paid for by the Seward County Rural Fire Protection District. Please have your department submit a separate request for these expenditures so we have a detail of how these funds were spent. Have the department provide us with a copy of those expenses when paid so we can report to the State Treasurer on the funds expended.

Thank you,

Robert I. Blevens

INTERLOCAL FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT

This Interlocal Fire Protection and Emergency Services Agreement ("Agreement") is entered into pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 through 13-827, and Neb. Rev. Stat. §35-508 relating to rural fire protection districts.

1. PARTIES

This Agreement is made between the Seward County Rural Fire Protection District, Seward County, Nebraska ("District"), and the City of Seward, Nebraska, a Nebraska municipality and its municipal fire department whether voluntarily associated or officially incorporated, hereinafter collectively designated as the "Municipality".

2. PURPOSE

The District is organized to provide fire protection and emergency services to rural areas within its boundaries. The District provides fire and rescue protection by contracting with Municipalities to furnish fire and rescue protection within the District in order to have a more effective use of fire fighting and rescue personnel and equipment, and to avoid expensive duplication of apparatus and facilities.

3. TERM

This Agreement shall commence on July 1, 2026 and shall continue until June 30, 2029, unless terminated as provided herein, and shall thereafter continue year to year unless terminated by either party. The obligations of the District to make payments under this Agreement shall be subject to annual budgeting, appropriation and tax collection by the District.

4. RELATIONSHIP OF PARTIES

The parties agree that they are independent governmental entities. Nothing in this Agreement shall be construed to create an employment relationship, joint venture, or partnership between the parties.

5. CONSIDERATION

Subject to tax collections and budgeting authority, the District agrees to pay the Municipality for its fire department the amount as specified below (based upon services provided during the period of this contract and renewals thereof). The District shall annually review said contract payments, and reserves the right to unilaterally increase or decrease the annual payments, depending upon availability of funds, budgetary considerations, or other considerations as determined in the sole discretion of the District, subject, however, to the rights of the municipality and the department to terminate this agreement as provided herein. Any decrease of the annual contract payment shall require at least ninety (90) days' prior written notice and shall apply prospectively only. Any increase or decrease shall be applied in a uniform and non-discriminatory manner among similarly situated

municipalities as determined by formal resolution of the District Board based on budgetary constraints, tax collections, or changes in service demands.

The District shall pay an annual payment, depending on the level of service, as follows (as X-marked):

General Fire Protection and Ambulance/ Rescue – \$40,000; or
 General Fire Protection and First Response – \$35,000; or
 General Fire Protection – \$30,000.

All contract payments shall be payable within the District's fiscal year, based on availability of funds, but no later than October 1st (90 days following the close of the District's fiscal year which ends June 30) if the District's general fund account does not have sufficient funds for payment of the contract payment.

The District has also established a training reimbursement program for the eleven contracting Municipalities with an annual allocation of training funds for the 11 Seward County departments in the current amount of \$49,500 (currently \$4,500.00 for each department) which shall be used to reimburse each department for its qualified training expenses for the previous calendar year up to the \$4,500.00 allocation. All training expenses reimbursed shall be supported by expenditure receipts and shall be submitted to Mutual Aid no later than May 1 of each year (for the preceding calendar year). No municipality shall receive training funds in excess of the amount actually expended, nor shall it receive training funds if it fails to submit its training expenditures on or before the May 1 deadline. If the entire training fund allocation is not fully spent and there remains unused training funds, the balance of the unused training funds shall be paid to those municipalities with training expenses exceeding \$4,500.00 (but not more than the actual training expenditures of any municipality), on a pro-rata basis until the entire \$49,500.00 has been expended. The District reserves the right to unilaterally modify the training reimbursement at any time.

6. USE OF FUNDS.

The contract payments may be expended only for fire protection/rescue purposes as approved by the Municipality and its fire department. No funds shall be used to replace or eliminate payments of the Municipality for fire protection purposes (including but not limited to life insurance, worker's compensation insurance, or any other benefit which the Municipality is statutorily obligated to provide to fire department members), or other expenses which have routinely been paid or provided by the Municipality.

The District reserves the right, in its reasonable discretion, to place lawful limitations upon the use of funds received by the Municipality under this Agreement, consistent with the purposes of providing fire protection and emergency services.

It is the intent of this Agreement that the municipal fire department shall, in the first instance, propose the appropriate use and expenditure of contract funds to the Municipality. Subject to any lawful restrictions imposed by the District, final authority for the approval and expenditure of such funds shall rest with the governing body of the Municipality with full consideration of the recommendations and requests of its fire department in making such

determinations.

7. BUDGETING AND ACCOUNTING

All payments received from the District shall be included within the Municipality's annual budget. The municipal treasurer shall serve as the receiving agent for District payments.

The Municipality shall maintain appropriate records showing the expenditure of District funds and shall make such records available to the District upon reasonable request.

The Municipality shall include all anticipated payments from the District in its annual municipal budget, showing budgeted receipts and expenditure on said funds for fire protection purposes. All funds shall be used for fire protection and rescue purposes (and not for unrelated municipal purposes). Payment requests shall be periodically submitted to the Municipality for payment and shall be subject to any use restrictions placed thereon by the District.

8. SCOPE OF SERVICES.

The Municipality agrees to provide fire protection and first response and/or emergency response services as set forth in Paragraph 5 as follows:

- Responding to rural fire calls
- Keeping and maintaining suitable fire apparatus and equipment
- Maintain personnel training standards consistent with Nebraska State Fire Marshal requirements
- Cooperating with other fire departments within Seward County for mutual aid responses
- The Municipality agrees to answer all emergency fire and rescue calls within the district as may be made, without consideration to assigned area, except the Municipality does not guarantee response to every call, and its response shall be subject to the availability of personnel and equipment and the prioritization of simultaneous emergencies.
- Participating in county mutual aid system;
- Have ICS/NIMS compliance
- Cooperate with other fire departments within Seward County for mutual aid responses
- The Municipality agrees that in the event its firefighters are unable to answer a rural call for any reason beyond the control of the Municipality, it shall refer such call to another Municipality within the District
- provide annual reporting of calls responded to; training completed and equipment status

9. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, but only to the extent caused by the negligent acts or omissions of its officers, employees, or agents, and subject to the limitations of the Nebraska Political Subdivisions Tort Claims Act. No provision of this Agreement shall be construed as a waiver of sovereign immunity.

10. INSURANCE

The Municipality shall maintain in force Workers' Compensation Insurance on all persons engaged in answering rural fire, first response and rescue/ambulance calls, and adequate general liability insurance covering all members and activities of the fire department, all motor vehicles, and activities in conjunction with this contract including rural fire and rescue calls. The Municipality agrees to insure all vehicles and equipment with "replacement cost" insurance coverage, in the maximum amount reasonably available through its insurance carrier, including but not limited to fire and rescue vehicles and equipment purchased in whole or in part with funds provided through the District's sinking fund payments and/or proceeds of District bond issues, or other District funds. The Municipality shall maintain life and other insurance benefits upon all members of its fire department providing rural fire and rescue services, as may, from time to time, be required by the laws of the State of Nebraska. The Municipality further covenants and agrees to provide general liability insurance coverage for the Municipality's volunteer fire department with coverage limits which are not less than the municipality's general liability insurance coverage.

Coverage shall comply with Nebraska law and the Municipality shall maintain insurance coverage at limits not less than those maintained for other municipal operations.

11. LIABILITY

Each party shall be responsible for the acts and omissions of its own officers, firefighters, employees, and agents. Nothing in this Agreement shall be construed as a waiver of the protections or limitations of liability provided under the Nebraska Political Subdivisions Tort Claims Act.

12. SINKING FUND/ EQUIPMENT BONDS/TRAINING ALLOWANCE.

The District maintains programs to assist participating fire departments with the purchase of emergency equipment through its sinking fund and for larger purchase through the issuance of bonds. Participation in any sinking fund or bond program shall be governed by written policies adopted by the District Board, as amended from time to time.

The District has revised and changed its sinking fund program effective July 1, 2026 and the terms and conditions of the revised program are attached on Addendum #1 of this agreement which is incorporated herein by reference. Sinking fund payments for ambulance/rescue and first response that were allocated to departments for the calendar years 2021 through 2026 and have not been fully expended, will be added to sinking fund established in Addendum #1 for that Municipality for the uses intended.

13. EQUIPMENT OWNERSHIP AND RETIREMENT

Except as hereinafter provided, all vehicles and equipment purchased using municipal funds and/or funds provided under this Agreement shall remain the property of the Municipality.

In the event the Municipality replaces and/or retires rolling vehicles (pumpers, tankers, first response, ambulance, etc.) or ceases to maintain a fire department, for which the District has contributed bond or sinking fund payments towards the equipment purchase, and said

equipment was acquired after July 1, 2025, then the Municipality shall advise the District of the retirement or replacement of the equipment, or that it will no longer operate a Municipal fire department, the Municipality, upon request of the District, shall transfer said equipment to the District for reallocation among other municipalities, or for sale by the District. The District may, but is not required to release said equipment to the Municipality for disposition if it deems it appropriate to do so.

14. TERMINATION

Either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of termination, payments shall be prorated to the effective termination date.

15. DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve disputes through discussion between representatives of the District Board and the Municipality. Nothing herein shall prevent either party from pursuing legal remedies authorized by Nebraska law.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. No other agreements, statements, or promises not contained in this Agreement shall be binding upon the parties.

17. AMENDMENT

This Agreement may be amended only by a written instrument approved and executed by the governing bodies of both the District and the Municipality.

18. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

19. GOVERNING LAW

This inter-local agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

SIGNATURE PAGE IS ATTACHED

Dated this 21 day of April, 2026.

SIGNATURES

SEWARD COUNTY RURAL FIRE PROTECTION DISTRICT

Attest: Jon Pappert
Secretary

By: [Signature]
President

CITY OF SEWARD MUNICIPALITY

Attest: _____
Clerk

By: _____
Mayor / Village Chairman

Municipal/Volunteer Fire Department

By _____
President

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

June 1, 2026

Village of Pleasant Dale
110 Ash St
Pleasant Dale, NE 68423

Village of Beaver Crossing
800 Dimery
Beaver Crossing, NE 68313

Tamora Fire Department
Tamora, NE 68434

Village of Utica
466 1st St
Utica, NE 68456

Village of Goehner
Box 113
Goehner, NE 68364

Village of Staplehurst
155 S 3rd St
Staplehurst, NE 68439

Village of Garland
104 4th St
Garland, NE 68360

Village of Cordova
395 Helen St
Cordova, NE 68330

Village of Bee
220 Elm St.
Bee, NE 68314

City of Milford
402 1st St
Milford, NE 68405

✓ City of Seward
537 Main
Seward, NE 68434

RE: EXHIBIT "1: CAPITAL EQUIPMENT SINKING FUND ALLOCATION

To the Clerk of Each Municipality.

The attached addendum needs to be attached to your copy of the Rural Fire District Contract sent out on May 15th. It basically provides that the money previously allocated to departments on a rotating basis (ie \$100,000 fire, \$50,000 rescue, and \$25,000 first response), will be annually divided between the departments so it can be used annually or accumulated. Before, each department received the full allocation on a rotating basis. If your department does not spend its allocation during the year, it will be held in the District's account to be used in a later year. If your department was allocated payments between 2021 and 2026 and has not expended those prior allocations before June 30, 2026, the unused portion will also be allocated to your sinking fund balance with the District and will not be forfeited.

This will make the funds more readily available to those departments that are not interested in holding it for one large expenditure.

If you have any questions, give me a call.

Thanks

Bob Blevens

EXHIBIT #1 -- CAPITAL EQUIPMENT SINKING FUND ALLOCATIONS

This exhibit sets forth the District's policy for capital equipment sinking fund allocations for the all cities and villages providing fire protection with the District under the fire contract commencing July 1, 2026 and modifies the manner of capital equipment sinking fund payments that were expended under its contracts which will expire at the end of the District's 2025-2026 fiscal year ending June 30, 2026.

SECTION 1. FIRE APPARATUS AND EQUIPMENT SINKING FUND

Commencing with the District fiscal year beginning July 1, 2026, and for each fiscal year thereafter unless modified by the District, the District shall levy an annual sinking fund appropriation, currently One Hundred Thousand Dollars (\$100,000.00), for the purpose the purchase of replacement or additional fire apparatus and rolling stock by its contracting Municipalities in Seward County.

The annual allocation shall be divided equally among the eleven (11) participating Municipalities (through their departments providing fire protection services pursuant to contract with the District.

Each participating municipality shall be eligible to receive reimbursement from its allocated portion of the sinking fund for actual expenses incurred during the applicable fiscal year for the purchase of:

1. Replacement or additional fire apparatus; or
2. Equipment used in connection with fire apparatus, including pumps, tanks, mounted firefighting equipment, rescue tools, hose systems, communication equipment, and other equipment reasonably necessary for fire suppression or rescue operations.

Payments from the District shall be made during each fiscal year upon submission of documentation evidencing eligible expenditures incurred during that fiscal year.

Any portion of a department's annual allocation not expended during a fiscal year shall remain credited to the sinking fund account allocated to that municipality or department and may accumulate for use in future fiscal years toward the purchase of fire apparatus or fire apparatus-related equipment.

SECTION 2. AMBULANCE VEHICLE AND EQUIPMENT SINKING FUND

Commencing with the District fiscal year beginning July 1, 2026, and for each fiscal year thereafter unless modified by the District, the District shall levy an annual sinking fund appropriation, currently Fifty Thousand Dollars (\$50,000.00), for the purpose the purchase of replacement or additional fire and rescue apparatus and rolling stock by its contracting Municipalities in Seward County..

The total annual allocation shall be divided equally among those departments providing ambulance service pursuant to contract with the District. Each ambulance service department shall be eligible for reimbursement for actual expenses incurred during the applicable fiscal year for the purchase of:

1. A replacement or additional ambulance; or
2. Equipment used in connection with ambulance services, including medical equipment, ambulance-mounted equipment, and other equipment reasonably necessary for ambulance operations.

Payments from the District shall be made following the end of each fiscal year upon submission of documentation of eligible expenditures incurred during that fiscal year.

Any portion of a department's annual ambulance allocation not expended during a fiscal year shall remain credited to the sinking fund account allocated to that department and may accumulate for use in future fiscal years toward the purchase of an ambulance or ambulance-related equipment.

SECTION 3. FIRST RESPONSE VEHICLE AND EQUIPMENT SINKING FUND

The District shall allocate funding to departments that provide first response services but do not provide ambulance service. Each such department shall be allocated an amount equivalent to one-half of the annual ambulance allocation paid to each ambulance service department for the purpose of acquiring replacement or additional first response vehicles and first response equipment.

Eligible expenditures include the purchase of replacement or additional first response vehicles and equipment used in connection with first response services, including rescue, medical response, and related emergency response equipment.

Payments from the District shall be made following the end of each fiscal year upon submission of documentation evidencing eligible expenditures incurred during that fiscal year.

SECTION 5. UNUSED ALLOCATIONS OF SINKING FUND PAYMENTS FOR PRIOR YEARS.

The sinking fund allocation for fire, ambulance and first response to any Municipality which was scheduled for payable for the years 2021 through 2026 under the District's prior sinking fund program which have not been fully expended will be added to the Municipality's sinking fund allocation available for expenditure by the Municipality.

SECTION 5. PURPOSE AND LIMITATION OF FUNDS

All allocations described in this Addendum are intended solely as capital equipment sinking fund allocations to assist participating municipalities and departments in acquiring major emergency response vehicles and equipment. Such funds shall not be used for routine operating expenses, personnel costs, or general maintenance except where directly associated with the purchase or installation of eligible equipment.

SECTION 6. EFFECTIVE DATE

This Addendum shall become effective beginning with the District fiscal year commencing July 1, 2026, and shall remain in effect unless modified by written agreement of the parties.

SECTION 7. AMENDMENT/TERMINATION

The District reserves the right to amend, restate, suspend, or terminate sinking fund payments in its sole discretion and no municipality shall have any vested in said funds until they have been expended for the benefit of the Municipality and the equipment purchased has been received by the Municipality.

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CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 6/16/2026

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, design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Collin Hain (SCCDP) to update on the status of economic development items.
- Held weekly Department Head Meetings.
- DARI Bi-Weekly onsite trailer meeting.
- Organizing FY 2026-27 Comparability items.
- Met with County Officials to discuss parking around courthouse square.
- Finalized the hiring of new library director.
- NPPD Wholesale Customer Meeting Kearney
- NPPD Load Queue Process Online Meeting
- Met with Federal Funding Team for \$1 million earmark for wastewater plant construction.
- Reviewed with staff wages for FY 26-27 for Outdoor Pool and Wellness Center.
- Conducted Olsson service review interview.
- Attended State Treasurer Community Meeting.
- Held Wellness Center Leadership Team meeting.
- Met with Street Department to review staffing items and long term planning.
- Met with NPPD Wholesale Customer Rep.
- Worked on items related to Federal Single Audit or grant funding for City Auditors report.
- CIP Follow Up meetings with Electric, Water/Wastewater, Street, and Public Properties/Gof/Cemetery departments.
- Attended meeting in Lincoln with Mayor to review proposal regarding new TIF funding mechanism from Hageman Capital.
- Worked on a number of TIF items for closeout, and annual filing with Andrew Willis.
- ADP Demo regarding potential payroll processing.

Police Department

- EVOC Training Wednesday
- Safety Day De-Brief Thursday
- 4th of July Prep

City Clerk/Human Resources/City Hall

- DR-4896 (August) Continue work in FEMA Grants Portal
- Final Purplewave auction pickup expected by mid-week
- CDBG Reuse Committee: Research how to dissolve officially

Water/Wastewater Department

- Whole Effluent Toxicity Testing
- New WWTF Final Layouts Meeting Monday
- Rumery Meeting with Tim & Jason Butzke
- CIP Meeting

Parks and Rec/Cemetery/Golf/Pool

- Mulching playground equipment at Centennial and Campground
- Planting perennials
- Irrigation maintenance at 4 plex and soccer fields
- Trimming and removing dead trees in parks and cemeteries

Civic Center

- Meetings as usual
- Still waiting for trim along floor in West lobby
- Sampson to start mapping for ramps, meeting with Andrew Schleuter to map irrigation

Electric Department

- Terminate DARI Switchgear
- Fix street light heads N 8th St
- Work with Jolma and Viets Rail Substation
- Quoting new service for Tomas Kayton building and Black Hill town Border Station

Street Department

- Open Columbia Avenue
- Start Painting Streets
- Push up burn pile

Library

- Highway Archaeology on Tuesday
- Story Time at Wellness Center

Building Inspection/Planning Department

- Planning Commission – Bluff County Estates Preliminary Plat, 26/27 One and Six Road Plan
- Muni Bldg. – A/C repair was approved Wednesday 6/3, waiting on install date
- Plan Reviews – St Vincent DePaul school addition storm shelter meeting with JEO, Woodcraft driveway discussion with 3rd Dimensions
- Koranda's – meeting with CSO Arena and residents 6/10

Engineering

- One and Six – Present to Planning Commission
- 500K Water Tower – site work (pending SCADA), AT& T and T-Mobile Lease Agreement
- East Hillcrest Drive (JEO) – comments 90% design review, respond to questions from JEO, Sign easements

Finance Department

- Payroll Week
- Sent out TIF payments and shortfall letters
- Utility Service Orders and Collections

Seward Wellness Center

- Kiwanis Presentation on Josh the Otter
- City Safety Day Follow Up Meeting

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

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward 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