

**SECTION 00 51 00
NOTICE OF AWARD**

Date of Issuance: **2/10/2026**
Owner: **City of Waverly** Owner's Project No.:
Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **222246.00**
Project: **134th St & Hwy 6 Drainage Improvements**
Contract Name: **134th St & Hwy 6 Drainage Improvements**
Bidder: **Midwest Excavating Services**
Bidder's Address: **4602 N 126th Ave, Omaha, NE 68164**

You are notified that Owner has accepted your Bid dated **2/5/2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Drainage ditch earthwork/grading (2,000 cubic yards), pipe cleaning/jetting (290 linear feet), and erosion control (3 acres).

The Contract Price of the awarded Contract is **\$104,215.41**. 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.

Three (3) 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.

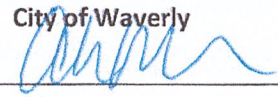
~~Drawings will be delivered separately from the other Contract Documents.~~

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 **three (3)** 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.
3. Other conditions precedent (if any): **None**.

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 Waverly**
By (signature): 
Name (printed): **Abbey L. Pascoe**
Title: **Mayor**

Copy: Engineer

SECTION 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Waverly** ("Owner") and **Midwest Excavating Services** ("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: **Drainage ditch earthwork/grading (2,000 cubic yards), pipe cleaning/jetting (290 linear feet), and erosion control (3 acres).**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **134th St & Hwy 6 Drainage Improvements; Waverly, NE; JEO Project No. 222246.00**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **JEO Consulting Group, Inc.** ("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 **JEO Consulting Group, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **May 29, 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 *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 \$100 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 \$200 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 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.

C. Deleted

~~4.04—Special Damages~~

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

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~
- ~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. 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).

Item No.	Description	Quantity	Unit	Unit Price	Total
BASE BID					
1.	Mobilization	1	LS		\$6,500.00
2.	Bonding and Insurance	1	LS		\$2,500.00
3.	Temporary Traffic Control Measures	1	LS		\$3,000.00
4.	Clearing and Grubbing	1	LS		\$4,250.00
5.	Grading, Established Quantity	2,143	CY	\$17.37	\$37,223.91
6.	Crushed Rock Surface Course	46	TONS	\$65.00	\$2,990.00
7.	Hydro Jetting	290	LF	\$8.50	\$2,465.00
8.	Straw Wattle	5,058	LF	\$3.50	\$17,703.00
9.	Silt Fence, High Porosity	162	LF	\$3.50	\$567.00
10.	Silt Fence, Low Porosity	50	LF	\$3.00	\$150.00
11.	Orange Safety Fence	1,255	LF	\$3.30	\$4,141.50
12.	Seeding and Erosion Control Blanket	3.03	AC	\$7,500.00	\$22,725.00
TOTAL BASE BID					\$104,215.41

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.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$104,215.41.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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 1st 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. **95** percent of the value of the Work completed (with the balance being retainage).

- 1) **Deleted**

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

- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, 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 **125** 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 rate of **12** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
 6. Drawings (not attached but incorporated by reference) consisting of **14** sheets with each sheet bearing the following general title: **134th St & Hwy 6 Drainage Improvements, Waverly, Nebraska.**
 - ~~7. Drawings listed on the attached sheet index.~~
 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid.**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
 11. **Equipment Assessment Certification.**
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

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

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**
- C. **If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

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

This Agreement will be effective on **2/10/2026** (which is the Effective Date of the Contract).

Owner:

City of Waverly

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: **Abbey Pascoe**

(typed or printed)

Title: **Mayor**

(typed or printed)

Address for giving notices:

14130 Lancashire Street

Waverly, NE 68462

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

Contractor:

Midwest Excavating Services

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: **Lisa Zetocka**

(typed or printed)

Title: **Owner**

(typed or printed)

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

Address for giving notices:

4602 N 126th Ave

Omaha, NE 68164

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

**4602 North 126th Ave
Omaha, NE 68164**

Phone: _____

Email: _____

402-677-0951

lzetocka@outlook.com

License No.: _____

35474-25

(where applicable)

State: _____

Nebraska

EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on JEO Project No. 222246.00, except that acquired since the assessment date, has been assessed for taxation for the current year in Doughs County.

Name of Company

Midwest Excavating Services LLC

Authorized Official

Lisa Zetocka

(Print Name)

(Signature)

Title

Owner

Date

3-13-2026

PERFORMANCE BOND

Bond Number: GRNE 70517

<p>Contractor Name: Midwest Excavating Services, LLC Address (principal place of business): 4602 N. 126th Avenue, Omaha, NE 68164</p>	<p>Surety Name: Granite Re, Inc. Address (principal place of business): 14001 Quailbrook Drive, Oklahoma City, OK 73134</p>
<p>Owner Name: City of Waverly Mailing address (principal place of business): 14130 Lancashire, Waverly, NE 68462</p>	<p>Contract Description (name and location): 134th St. & Hwy 6 Drainage Improvements Contract Price: \$104,215.41 Effective Date of Contract: 02/10/2026</p>

Bond
Bond Amount: \$104,215.41
Date of Bond: 02/19/2026
(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.

Contractor as Principal	Surety
Midwest Excavating Services, LLC <i>(Full formal name of Contractor)</i>	Granite Re, Inc. <i>(Full formal name of Surety) (Corporate seal!)</i>
By: <u>[Signature]</u> <i>(Signature)</i>	By: <u>[Signature]</u> <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Lisa Zetocka</u> <i>(Printed or typed)</i>	Name: <u>Jacob J. Buss</u> <i>(Printed or typed)</i>
Title: <u>Owner</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>[Signature]</u> <i>(Signature)</i>	Attest: <u>[Signature]</u> <i>(Signature)</i>
Name: <u>Tom Trombly</u> <i>(Printed or typed)</i>	Name: <u>Ginger Sass</u> <i>(Printed or typed)</i>
Title: <u>Owner</u>	Title: <u>Witness</u>

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"]**

PAYMENT BOND

Bond Number: GRNE 70517

<p>Contractor</p> <p>Name: Midwest Excavating Services, LLC</p> <p>Address (<i>principal place of business</i>): 4602 N. 126th Avenue, Omaha, NE 68164</p>	<p>Surety</p> <p>Name: Granite Re, Inc.</p> <p>Address (<i>principal place of business</i>): 14001 Quailbrook Drive, Oklahoma City, OK 73134</p>
<p>Owner</p> <p>Name: City of Waverly</p> <p>Mailing address (<i>principal place of business</i>): 14130 Lancashire, Waverly, NE 68462</p>	<p>Contract</p> <p>Description (<i>name and location</i>): 134th St. & Hwy 6 Drainage Improvements</p> <p>Contract Price: \$104,215.41</p> <p>Effective Date of Contract: 02/10/2026</p>
<p>Bond</p> <p>Bond Amount: \$104,215.41</p> <p>Date of Bond: 02/19/2026 <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 style="text-align: right; color: gray;">Type text here</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</p> <p>Midwest Excavating Services, LLC <i>(Full formal name of Contractor)</i></p> <p>By: _____ <i>(Signature)</i></p> <p>Name: <u>Lisa Zetocka</u> <i>(Printed or typed)</i></p> <p>Title: <u>Owner</u></p> <p>Attest: <u>Tom Trombly</u> <i>(Signature)</i></p> <p>Name: <u>Tom Trombly</u> <i>(Printed or typed)</i></p> <p>Title: <u>Owner</u></p>	<p>Surety</p> <p>Granite Re, Inc. <i>(Full formal name of Surety) (Corporate seal)</i></p> <p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: <u>Jacob J. Buss</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u>Ginger Sass</u> <i>(Signature)</i></p> <p>Name: <u>Ginger Sass</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></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 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"]

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

GRNE 70517

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROBERT T. CIRONE; JAMES M. KING; JACOB J. BUSS; THOMAS L. KING; SETH P. WEEDIN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

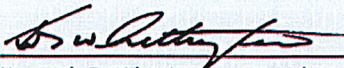
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ROBERT T. CIRONE; JAMES M. KING; JACOB J. BUSS; THOMAS L. KING; SETH P. WEEDIN may lawfully do in the premises by virtue of these presents.

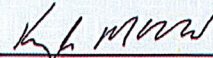
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

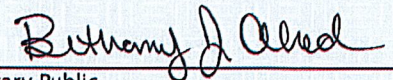


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alford
Notary Public

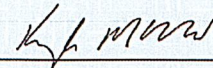
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 19th day of February, 2026.





Kyle P. McDonald, Assistant Secretary

NOTES:

INSURED'S NAME Midwest Excavating Services LLC

PAGE

Date 6/8/2026

Project #: 222246.00 - 134th Street Drainage and Improvements. The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The Business Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The General Liability, Business Auto Liability & Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. The blanket automatic endorsements provide additional insured status and waiver of subrogation for City of Waverly (owner) and JEO Consulting Group (engineer). Umbrella follows form. Removal of CGL Railroad Exclusion. BNSF Railway Company and Jones Lang LaSalle Brokerage, Inc are listed as additional insured and waiver of subrogation apply.

CHANGE ORDER NO.: 1

Owner:	City of Waverly	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	222246.00
Contractor:	Midwest Excavating Services, LLC	Contractor's Project No.:	
Project:	134th St & Hwy 6 Drainage Improvements		
Contract Name:	134th St & Hwy 6 Drainage Improvements		
Date Issued:	Effective Date of the Contract	Effective Date of Change Order:	Effective Date of the Contract

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

Description:

Modifications to Specifications, regarding Railroad Protective Liability Insurance requirements; deduct in the Contract Price in the amount of \$633.00 for Railroad Protective Liability Insurance coverage Contractor is no longer required to procure; and adjustment to Contract Times associated with confirmation of applicable railroad insurance requirements.

Attachments:

Change to Project Specifications.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>104,215.41</u>		Substantial Completion:	<u>May 29, 2026</u>
		Ready for final payment:	<u>May 29, 2026</u>
Net change from previously approved Change Orders:		Net change from previously approved Change Orders:	
\$ <u>0.00</u>		Substantial Completion:	<u>—</u>
		Ready for final payment:	<u>—</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>104,215.41</u>		Substantial Completion:	<u>May 29, 2026</u>
		Ready for final payment:	<u>May 29, 2026</u>
Net change for this Change Order:		Net change for this Change Order:	
\$ <u>(633.00)</u>		Substantial Completion:	<u>95 calendar days</u>
		Ready for final payment:	<u>95 calendar days</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>103,582.41</u>		Substantial Completion:	<u>September 1, 2026</u>
		Ready for final payment:	<u>September 1, 2026</u>

Recommended by Engineer (if required)

Authorized by Owner

By: <u><i>Russ Jansen</i></u>	_____
Title: <u>Project Manager</u>	<u>Mayor</u>
Date: <u>05-28-2026</u>	_____

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: <u><i>Lisa Zetwelle</i></u>	<u>N/A</u>
Title: <u>Owner</u>	_____
Date: <u>5-28-2026</u>	_____

Change Order Estimate - Unit Price Work					
JEO Project Name: 134th St & Hwy 6 Drainage Improvements		JEO Project Number: 222246.00			
Owner: City of Waverly		Change Order Number: 1			
Contractor: Midwest Excavating Services, LLC		Effective Date: Effective Date of the Contract			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
2	Bonding and Insurance	1	LS	(\$633.00)	(\$633.00)
Total:					(\$633.00)

Change Order No. 1: Change to Project Specifications

1. Refer to Section 00 73 00 – Supplementary Conditions.

Delete Paragraph 6.03.M in its entirety and insert the following in its place:

M. *Railroad Protective Liability Insurance:*

1. Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall:
 - a. Endorse its commercial general liability policy with ISO CG 24 17 (or equivalent), removing the contractual liability exclusion for work within 50 feet of a railroad;
 - b. Furnish a copy of the endorsement to Owner; and
 - c. Submit a copy of the other railroad-required documentation to the railroad, and notify Owner of such submittal.
2. Owner has elected to participate in BNSF Railway Company's Blanket Railroad Protective Liability Insurance Policy. BNSF Railway Company and/or its authorized insurance representative has confirmed that participation by Owner in such blanket program satisfies the Railroad Protective Liability Insurance requirement for this Project, and Contractor shall not be required to procure a separate Railroad Protective Liability Insurance coverage for the Work.
3. Nothing herein shall relieve Contractor of its obligations to maintain all other insurance required under the Contract Documents or the railroad permit requirements, including the required Commercial General Liability endorsement applicable to railroad operations.